Wednesday, June 12, 2019
10:30 A.M.

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. CONSENT CALENDAR

A. Approval of Management Committee Draft Minutes: May 8, 2019 Pages 6-13

B. Receive and File:
   1. ICTC TAC Minutes: May 23, 2019
   2. ICTC SSTAC Minutes: May 1, 2019

C. FY 2019-20 Fourth Revision to Memorandum of Understanding (MOU): ICTC - Quechan Indian Tribe - Yuma County Intergovernmental Public Transit Authority (YCIPTA) for Turquoise Route #10 and Blue Route #5 Page 16

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

   CITIES OF BRAWLEY, CALEXICO, CALIPATRIA, EL CENTRO, HOLTVILLE, IMPERIAL, WESTMORLAND, IMPERIAL IRRIGATION DISTRICT AND COUNTY OF IMPERIAL
1. Authorize the Chairperson to sign the Fourth Extension to the Memorandum of Understanding (MOU) between the Yuma County Intergovernmental Public Transportation Authority (YCIPTA), The Imperial County Transportation Commission (ICTC) and the Quechan Indian Tribe for the continued implementation and operation of a regional connector bus service (YCAT Turquoise #10) between Yuma AZ, Winterhaven and El Centro, California; and, a circulator route from Yuma with stops in the eastern Imperial County area (YCAT Blue #5) effective July 1, 2019 through June 30, 2020 and provide a not to exceed subsidy to the Quechan Tribe and YCIPTA in an amount of $158,262.71.

D. Contract Extension for the IMPERIAL VALLEY TRANSIT (IVT); Fixed Route Bus System - Operating Agreement, FY 2019-20

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

1. Authorize the Chairman to sign a one year extension to the operating agreement with FIRST TRANSIT, INC. for the operation of the IVT fixed route bus system, for the period July 1, 2019 through June 30, 2020:
   a. The cost for IVT shall be based upon the pricing as provided in the original contract option year pricing sheet dated April 2011, adjusted for the FY 2019-20 year at fixed costs of $73,300.08 monthly and variable hourly costs at $75.81 per hour for an average of 2,830 hours monthly, farebox established at 17%,
   b. The cost for IVT Blue and Green Lines line shall be based upon the pricing as provided in the original contract option year pricing sheet dated April 2011, adjusted for the FY 2019-20 year at fixed costs of $13,889.84 monthly and variable hourly costs at $75.81 per hour for an average of 524 hours monthly, farebox established at 4%,
   c. The cost for IVT Gold Line shall be based upon the pricing as provided in the original contract option year pricing sheet dated April 2011, adjusted for the FY 2019-20 year at fixed costs of $0.00 monthly and variable hourly costs at $75.81 per hour for an average of 272 hours monthly, farebox established at 4%,
   d. With an annual not to exceed up to 5% marketing allowance and an annual fuel escalator clause.

E. Contract Extension for the IVT ACCESS: ADA Paratransit Services - Operating Agreement, FY 2019-20

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

1. Authorize the Chairman to sign a one year extension to the operating agreement with FIRST TRANSIT, INC. for the operation of the IVT ACCESS Paratransit Service, for the period July 1, 2019 through June 30, 2020:
   a. The cost shall be based upon the pricing as provided in the original contract option year pricing sheet dated April 2011, adjusted for the FY 2019-20 year at fixed costs of $40,408.58 monthly and variable hourly costs at $71.16 per hour for an average of 1,130 hours monthly, farebox established at 10%, with an annual not to exceed up to 5% marketing allowance and an annual fuel escalator clause.

F. Contract Extension for the Coordination of Public Dial-a-Ride Paratransit Services – IVT RIDE El Centro Agreement FY 2019-20

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

1. Authorize the Chairman to sign an extension to the operating agreement with FIRST TRANSIT, INC. for the operation of the IVT RIDE Paratransit Service for the period July 1, 2019 through June 30, 2020 with an annual not to exceed operating subsidy, with an annual not to exceed up to 5% marketing allowance, with an annual fuel escalator clause:
   a. El Centro Service Area - For the period July 1, 2019 through June 30, 2020, the annual not to exceed subsidy is set at $617,943.
b. Heber Service Area - For the period July 1, 2019 through June 30, 2020, the annual not to exceed subsidy is set at $68,432.

G. Contract Extension for the Coordination of Public Dial-a-Ride Paratransit Services –IVT RIDE Brawley-Calexico-Imperial-West Shores Agreement FY 2019-20

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

1. Authorize the Chairman to sign an extension to the operating agreement with FIRST TRANSIT, INC. for the operation of the IVT RIDE Paratransit Service for the period July 1, 2019 through June 30, 2020 with an annual not to exceed operating subsidy, with an annual not to exceed up to 5% marketing allowance, with an annual fuel escalator clause:
   a. Brawley Service Area - For the period July 1, 2019 through June 30, 2020, the annual not to exceed subsidy is set at $291,437.
   b. Calexico Service Area - For the period July 1, 2019 through June 30, 2020, the annual not to exceed subsidy is set at $409,961.
   c. Imperial Service Area - For the period July 1, 2019 through June 30, 2020, the annual not to exceed subsidy is set at $198,733.
   d. West Shores Service Area - For the period July 1, 2019 through June 30, 2020, the annual not to exceed subsidy is set at $75,875.

H. Contract Extension for the IVT MedTrans; non-emergency transportation to medical facilities in San Diego - Operating Agreement, FY 2019-20

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

1. Authorize the Chairman to sign a one year extension to the operating agreement with FIRST TRANSIT, INC. for the operation of the IVT MedTrans Paratransit Service, for the period July 1, 2019 through June 30, 2020, the annual not to exceed subsidy is set at $434,829, with an annual not to exceed up to 5% marketing allowance and an annual fuel escalator clause.

V. REPORTS

A. ICTC/LTA Executive Director
   • See attached Executive Director Report on page 76

B. Southern California Association of Governments
   • See attached report

C. California Department of Transportation – District 11
   • See attached report on page 86

D. Committee Member Reports

VI. ACTION CALENDAR

A. Calexico West Port of Entry Traffic Circulation Plan

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

1. Approve the Calexico West Port of Entry Traffic Circulation Plan

B. ICTC Overall Work Program (OWP) and Budget FY 2018-2019

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

1. Approve the FY 2018-19 Overall Work Program and Transit Finance Plan Budget
C. Local Transportation Authority (LTA) 1% Administrative Budget

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

1. Approve the 1% administrative services budget for the LTA for FY 2019-20.

D. 2nd Competitive Bid for the IVT RIDE – Public Outreach and Marketing Services – FY 2020-2022

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

1. Authorize the Chairman to sign the IVT RIDE Public Outreach and Marketing Consultant Agreement with the firm of NSD Investments Inc. DBA Spectrum Advertising for the not to exceed fee of $149,500, effective July 1, 2019 through June 30, 2022.


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

1. Authorize the Chairman to sign the IVT MedTrans Public Outreach and Marketing Consultant Agreement with the firm of Franklin Lee Enterprises L.L.C. dba CONVEYOR GROUP, for the not to exceed fee of $149,820, effective July 1, 2019 through June 30, 2022.

VII. DISCUSSION CALENDAR

A. Human Resource Services Update

VIII. NEXT MEETING DATE AND PLACE

A. The next meeting of the Management Committee will be on Wednesday, July 10, 2019 at 10:30 a.m., at the City of Calexico, Calexico, CA.

IX. ADJOURNMENT

A. Motion to Adjourn
IV. CONSENT CALENDAR

A. APPROVAL OF MANAGEMENT COMMITTEE DRAFT MINUTES:
   MAY 8, 2019

B. RECEIVE AND FILE:
   1. ICTC TAC MINUTES:
      MAY 23 2019
   2. ICTC SSTAC MINUTES:
      MAY 1 2019
VOTING MEMBERS PRESENT:

City of Brawley       Rosanna Bayon Moore
City of Calexico     David Dale
City of El Centro    Marcela Piedra
City of Holtville    Nick Wells
City of Imperial     Stefan Chatwin
County of Imperial   Tony Rouhotas
County of Imperial   Esperanza Colio-Warren

STAFF PRESENT:     Mark Baza, David Aguirre, Cristi Lerma
OTHERS PRESENT:    David Salgado: SCAG; Jesus “Chi” Vargas: Caltrans; Liz Zarate: City of El Centro; Rebecca Terrazas-Baxter: County of Imperial; Jim Forrester: Public

The following minutes are listed as they were acted upon by the Imperial County Transportation Commission Management Committee and as listed on the agenda for the meeting held Wednesday, May 15, 2019 together with staff reports and related documents attached thereto and incorporated therein by reference.

I. CALL TO ORDER AND ROLL CALL
Chair Wells called the Committee meeting to order at 10:33 a.m. Roll call was taken and a quorum was present at that time.

II. EMERGENCY ITEMS
A. There were none.

III. PUBLIC COMMENTS
Jim Forrester, member of the public, attended the meeting to request a street light on the corner of Austin and Ross Roads. Chair Wells asked Mr. Forrester to state his address for the record. Mr. Rouhotas asked Mr. Forrester for his phone number and stated that County Public Works Director John Gay will be contacting him soon. Mr. Forrester also asked about issues with semi-trucks parking on private property and signs being posted also on public property. Ms. Piedra stated that she will notify the proper department at the City of El Centro.

IV. CONSENT ITEMS
A. Approved Management Committee Minutes for March 13, 2019
B. Receive and File:
   1. ICTC TAC Minutes for February 28, 2019
   2. ICTC SSTAC Minutes for February 6, 2019
C. Extension of the Transit Drug and Alcohol Auditor Agreement, LPM and Associates, FY 2019-20 through FY 2020-21

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

   1. Authorize the ICTC Chairperson to sign the two-year extension to the agreement for transit drug and alcohol auditing and reporting services with the firm of LPM and Associates for the not to exceed annual fee of $12,000 effective November 1,
D. Request to Authorize travel for an ICTC Commission Member to attend the CalCOG Board Meeting on May 29, 2019

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

1. Approve travel for Commissioner Cheryl Viegas-Walker to attend the CALCOG Board Meeting on May 29, 2019 for an estimated expenditure amount of $250.00

E. Legal Services Agreement – County of Imperial – Imperial County Transportation Commission (ICTC) FY 2019-20 to FY 2020-21

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

1. Authorize the Chairperson to sign the agreement for the continuation of legal services between the County of Imperial and the Imperial County Transportation Commission for an annual fee not to exceed $20,000, effective July 1, 2019 through June 30, 2021.
2. Direct staff to forward the agreement to the County of Imperial.

F. Legal Services Agreement FY 2019-20 to FY 2020-21; County of Imperial and the Local Transportation Authority (LTA)

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

1. Authorize the Chairperson to sign the agreement for the continuation of legal services between the County of Imperial and the Local Transportation Commission for an annual fee not to exceed $10,000, effective July 1, 2019 through June 30, 2021.
2. Direct staff to forward the agreement to the County of Imperial.

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

V. REPORTS

A. ICTC Executive Director
   - Please “Save the Date” of May 22, 2019 at 4 p.m. for the ICTC Budget Workshop for FY 2019/20, to be held at the County of Imperial Administration Center, Conference Room C&D in El Centro.
   - A complete list of ICTC updates can be found on Page 37 of the agenda.

B. Southern California Association of Governments (SCAG)
   - The complete report can be found on Page 53 of the agenda.

C. Caltrans Department of Transportation – District 11
   - A full report is located on page 59 of the agenda.

D. Committee Member Reports
- There were none.

VI. ACTION CALENDAR

A. Agreement for Human Resource Services, FY 2018-19 to FY 2019-20

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

1. Authorize the Chairman to sign the agreement for Human Resource Consultant Services with Argelia M. Gaddis,
   a. for the fees up to $3,990 effective May 1, 2019 through June 30, 2019.
   b. for the fees up to $22,800 effective July 1, 2019 through June 30, 2020.

A Motion was made by Piedra and seconded by Rouhotas to table the action item. Since there was no immediate need regarding ICTC’s Human Resource policies and procedures, the Committee recommended exploring other agency/vendor options and alternatives for discussion at the next Management Committee meeting. After discussion, majority was in favor and one voted no (Chatwin).

B. ICTC Overall Work Program (OWP) and Budget FY 2018-2019, Amendment #1

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

1. Approve the FY 2018-19 Overall Work Program and Transit Finance Plan Budget Amendment #1

By caveat, the Committee continued this item pending the approval of a Human Resources contract (action a).

C. 2019 Public Transit Fare Analysis – Award Recommendation

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

1. Approve the award of the Agreement for the 2019 Public Transit Fare Analysis to AECOM in the amount of $149,379.
2. Authorize the Chairperson to sign the agreement.

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

VIII. NEXT MEETING DATE AND PLACE

The next meeting of the Management Committee will be held on June 12, 2019 at the City of Brawley, Brawley, CA.

IX. ADJOURNMENT

A. Meeting adjourned at 11:04 a.m.
TECHNICAL ADVISORY COMMITTEE
DRAFT MINUTES

May 23, 2019

Present:

Lily Falomir City of Calexico
Victor Garcia City of Brawley
Gordon Gaste City of Brawley
Abraham Campos City of El Centro
Angel Hernandez City of El Centro
Javier Luna City of El Centro
Isabel Alvarez City of Imperial
Veronica Atondo County of Imperial
Joel Hamby City of Westmorland

Others:

Virginia Mendoza ICTC
Marlene Flores ICTC
Joseph Chua Caltrans
Felix de Leon Jr. City of El Centro
Adolfo Garcia County of Imperial

1. The meeting was called to order at 10:05 a.m. A quorum was present and introductions were made. There were no public comments made.

2. Minutes from April 4, 2019 were provided as an Information Item.

3. ICTC Updates / Announcements
(Presented by ICTC Staff)

a. Transit Planning Updates
b. Transportation Planning Updates (By Virginia Mendoza):
    - Regional Climate Action Plan- Ms. Mendoza provided an overview of the Regional Climate Action Plan. ICTC is working in developing a stakeholder’s group. Kickoff meeting will be June 10, 2019. Ms. Mendoza asked TAC members to provide a contact person from each agency. We would like to have participation from all agencies. A contact list will be made with all the participants. Further information will be emailed to TAC members.
- **Calexico Traffic Circulation Plan**: Ms. Mendoza provided an update on the Calexico Traffic Circulation Plan. The project is in progress. Cesar Chavez will be ready by mid-June, with target date of the 20th.

- **SR-78 Glamis Feasibility Study**: Ms. Mendoza provided an update on the SR-78 Glamis Feasibility Study. The Study is projected to begin late summer or early fall 2019.

- **SR-86 Border Patrol Checkpoint**: Ms. Mendoza provided an update on the Border Patrol Checkpoint project. The project is still in the design phase. U.S. Border Patrol staff are working on federal funding commitment for the remaining construction costs of the project. A meeting was held on April 23, 2019 to review the 65% design.

c. **FFY 2018-19 Programmed Project Updates (By Virginia Mendoza)**:
   - Update on State and Federal funding obligations. A complete list of programmed projects was provided on an attachment to the agenda. Each agency provided an update on the current status of each project.

d. **SB 1 2018 Local Partnership Program (LPP) (by Virginia Mendoza)**:
   - Projects were approved by the California Transportation Commission (CTC) during the May 2019 allocation vote. If there are any updates to the application ICTC will contact each agency.

e. **LTA Updates (Virginia Mendoza)**:
   - 2018 LTA Bond. City of Holtville already process their first request.
   - The City of Calexico and City of Brawley still have a balance on their respective 2012 LTA Bond accounts.

4. **SCAG Updates / Announcements**:
   - Ms. Mendoza provided information on the 2019 Regional Conference & General Assembly that took place on May 1-3 in Palm Desert, CA. Ms. Mendoza gave thanks to all that attended the event.

5. **Cities and County Planning / Public Works Updates**:
   - Local agencies gave an update on their local projects in progress.

6. **Caltrans Updates / Announcements (By Joseph Chua)**
   - Caltrans provided updates on:
     - June 28, 2019 Deadline: DBE Annual Submittal & ADA Annual Certification Forms: Please make sure to submit by June 28th.
     - Inactive Projects: As of May 9, 2019, the inactive and future inactive list was updated. Action is required by the ICTC, and all cities. The next deadline to submit Inactive and Future Inactive Invoices is August 20, 2019.
     - Joseph Chua provided information on the dimensions of Caltrans signs. All agencies need to use the correct wording, dimensions, color when it comes to project signs that involve Senate Bill 1 funds.

7. **General Discussion / New Business**
   - Ms. Mendoza reminded everyone of the next TAC meeting on June 27, 2019.

8. Meeting adjourned at 10:59 a.m.
1. Mr. Ceasar called the meeting to order at 10:03 a.m. **A quorum was present.** Introductions were made.

2. Minutes adopted for April 3, 2019 (**Torres, Hack**), **Motion Carried**.

3. CTSA Reports:

   Mr. Gomez had the following updates:
   - IVT Access services had 22 certifications for the month.
   - There was an average of 8 sign ups per week for the IVT Ride service.
   - There new service coverage for Westshore area, going to Coachella area, Mrs. Aguilar will cover more on that part.
- Ms. Galarza and myself attended Spring CalAct where different subjects were covered such as: reasonable modification, service animals, Grant 5310 Application, etc.
- Ms. Galarza and myself will be attending a Management and Operations Training on the week of May 10th.
- On the week of June 3rd, I will be attending the Transit Academy.
- On the week of June 10th, Ms. Galarza and myself will be attending the Comprehensive ADA Paratransit Eligibility Training.

Ms. Galarza had the following updates:
- Mr. Gomez and myself attended Spring CalAct and had the opportunity to attend 3 classes including; ADA certification, Grant 5310 Application and Service animals. The classes were beneficial to learn and expand comprehension of subject matters. It’s a chance to bring new updates or approaches that may fit our need in the community.
- Mr. Gomez and myself will attend the Paratransit Management and Operations Training on the week of May 10th, and are expected to learn more on management functions, the role of technology and creating policies and procedures.
- Ms. Galarza announced that the grant application for 5310, Mobility Management Program is coming up soon. ICTC will be inquiring letters of support from agencies and SSTAC committee.
- UTN process has ended and was approved. Final documentation was gathered and sent to Caltrans for review. It usually takes about 45 or more to receive a response from Caltrans. Caltrans approval to move forward is required to use funds for any items in the SRTP.

Mr. Aguirre had the following updates:
- IVT Access marketing proposals were scored, IVT MedTrans and IVT Ride proposals are coming up.
- IVT services operation RFPs are out and proposals are due May 10, 2019. Will keep SSTAC throughout the process.
- Bus stop inventory is complete, now every stop throughout the county will have signage with an identifying code. A consultant has been awarded for the AVL contract; it is expected to be implemented in a couple of months. ICTC will be participating in the kick off meeting. Users will be able to use a mobile app or link on IV transit website to locate fixed route buses.

Ms. Williams had the following announcements:
- There were a good number of competitive bids, wanted to thank the people participating in the process.

4. Transit Operator Reports:
- Imperial Valley Transit: Mr. H. Sanchez presented 3rd quarter report.
  - Passenger count is high during the month of March for all services except IVT Green Line.
    - Mr. Ceasar asked what are the routes for IVT Blue and Green Line.
      - Ms. Williams responded that the IVT Blue Line covers the South side of El Centro, whereas IVT Green Line covers the North side of El Centro.
    - Ms. Williams asked Mr. H. Sanchez how La Brucherie construction is affecting the IVT service.
      - Mr. H. Sanchez responded that it is not affecting a lot, the Waterman stop has been taken out and it has been temporarily moved at the nutrition center.

T:\Projects\ICTC SSTAC\2019\June\M050119.docx
- IVT Access: Ms. Pacheco presented 3rd quarter report.
  - The service is doing well.
  - There is a higher passenger count during the month of March, it can be due to more calendar days.
    - Mr. Ceasar asked if passenger per hour, 2, is normal.
      - Ms. Williams stated that for the Imperial County it is.

- IVT Ride: Ms. Aguilar presented 3rd quarter report:
  - February was a slow month for all cities.
  - IVT Ride Westshores started to make trips toward Coachella and Rancho Mirage, completed a ride along to understand the route and to find any anticipated issues with route. There were 3 passengers, known to be the same passenger who use the service to travel to Brawley. It started to alternate Tuesdays with Brawley on April 16, 2019. The fare is the same price as if they were traveling to Brawley ($2.50). It is allowed to stop around the Highway 111 corridor, but the aim for this service is specifically for certain reasons such as medical, social services etc.
    - Mr. Hack asked about the service hours.
      - Ms. Aguilar responded that it is in the Westshore are from 7am to 3pm.
    - Ms. De Leon commented that she is glad to hear that type of service will be provided.
      - Mr. Aguirre stated that the service to Coachella has the ability to connect with the Sunline Transit service.

- IVT MedTrans: Mr. Guillen presented 3rd quarter report:
  - The service has been steady.
  - There are new calls and more calls being received by dispatch.
  - There is a plan to pass out brochures in Calexico are next. Will coordinate with Mr. Gomez on an available date.
  - Passenger count was higher in the Month of January.

5. General Discussion

- ARC staff inquired on support letters for the 5310-grant application coming up, for expansion on vans and operations.
  - Ms. Williams requested ARC staff to send a body paragraph to ICTC so it can be inserted into a SSTAC letter. ICTC will be doing the same. Action to approve will be added on next month’s agenda.

- Mr. Torres announced that IVC is working on a housing project, where 220 homeless will placed in a tiny home community. The concept is to find locations to build this community in Brawley, El Centro and Imperial. It is not finalized at the moment, its still in discussion. He stated that transportation will be an issue depending on where the community will be built.
  - Ms. Williams stated to try to ensure to find locations that are close to the corridor.
  - Mr. Aguirre added that further conversation will be helpful as the coordination of the locations occurs.
  - Mr. Ceasar asked about the selection process.
    - Mr. Torres stated that the project is not at that stage yet. A PowerPoint can be given on next month’s
SSTAC meeting.
➢ Ms. Williams asked how many units will be in one community.
   • Mr. Torres responded that there are expected to be 12, but may go up to 24, the area will be studied. Each unit will be expected to be 300ft square, with 4 students per unit. Fundraising for the project is ongoing. Selected students will be paying partial rent.

6. Adjournment
   - Meeting adjourned at 10:37 a.m. (Ceasar, Hack), Motion Carried.
   - Next meeting will be held on June 5, 2019, at the Imperial County Transportation Commission Office, 1503 N. Imperial Ave., Suite 104, El Centro, CA 92243.
C. FY 2019-20 Fourth Revision to Memorandum of Understanding (MOU); ICTC - Quechan Indian Tribe - Yuma County Intergovernmental Public Transit Authority (YCIPTA) for Turquoise Route #10 and Blue Route #5
June 7, 2019

ICTC Management Committee
Imperial County Transportation Commission
1503 N. Imperial Ave Suite 104
El Centro, CA 92243

SUBJECT: FY 2019-20 Fourth Revision to 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 an 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 10 started operation in January 2013. The business plan initially 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.

Previously, as a result of the federal transportation bill, Moving Ahead for Progress in the 21st Century Act (MAP-21), the FTA 5311(c) funding would 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 in cooperation with YCIPTA. Blue Route 5 is a circulator route with stops in the eastern Imperial County, the Fort Yuma Indian reservation and Yuma.

In FY 2015-16 ICTC received a request to share in the cost to provide funding for the Blue Route 5 service, as it does serve eastern Imperial County residents in an amount of $172,270. However, based on additional funding opportunities that developed for the Quechan Indian Tribe in FY 2017-18 and FY 2018-19, ICTC received a request for $138,717.07. The funding request for FY 2019-20 is $158,262.71. The total subsidized budgets for both services are $372,382.85. As requested, ICTC is anticipated to contribute $158,262.71, the Quechan Tribe is anticipated to contribute $78,200.40 and YCIPTA is anticipated to contribute $135,919.74. YCIPTA also contributes the vehicles and drivers to provide the service.

CITIES OF BRAWLEY, CALEXICO, CALIPATRIA, EL CENTRO, HOLTVILLE, IMPERIAL, WESTMORELAND, IMPERIAL IRRIGATION DISTRICT AND COUNTY OF IMPERIAL
Through quarterly coordination and evaluation sessions, the current performance measures have determined that while modest, the Turquoise Route 10 and Blue Route 5 have shown a slight increase in ridership over the previous year.

ICTC staff continues to support and recommends the participation in the revised MOU due to the increased access for Eastern Imperial County residents. 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 transit service in eastern Imperial County. Recommendations from ICTC staff for funding in future years will continue to be based on service needs and service performance for the eastern Imperial County, Winterhaven community.

The original MOU and previous extensions and exhibits, and performance related documentation are available for review at ICTC administrative offices.

Funding for this service is derived from the Transportation Development ACT (TDA) Fund, a contribution from the Quechan Tribe, the YCIPTA organization and passenger fares, anticipated to be approved on June 26, 2019.

The Table for the breakdown of the subsidy allocations is on page 10 and 11 of the attached “Eastern Imperial County Transit Services Operations and Implementation Business Plan”.

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

1. Authorize the Chairperson to sign the Fourth Extension to the Memorandum of Understanding (MOU) between the Yuma County Intergovernmental Public Transportation Authority (YCIPTA), The Imperial County Transportation Commission (ICTC) and the Quechan Indian Tribe for the continued implementation and operation of a regional connector bus service (YCAT Turquoise #10) between Yuma AZ, Winterhaven and El Centro, California; and, a circulator route from Yuma with stops in the eastern Imperial County area (YCAT Blue #5) effective July 1, 2019 through June 30, 2020 and provide a not to exceed subsidy to the Quechan Tribe and YCIPTA in an amount of $158,262.71.

Sincerely,

MARK BAZA
Executive Director

BY: [Signature]

Kathi Williams
Transit Program Manager

MB/ksw/cl

attachments
FOURTH EXTENSION AND AMENDMENT OF 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 Extension and Amendment (“Extension and Amendment”) made and entered into effective ____ 2019, is by and between Yuma County Intergovernmental Public Transportation Authority, a political subdivision of the State of Arizona (“YCIPTA”), Imperial County Transportation Commission, a regional transportation planning agency and political subdivision of the State of California (“ICTC”), and Quechan Indian Tribe (“QUECHAN”). The terms “Party” or “Parties” shall mean the collective or individual participants of this Extension.

WITNESSETH:

WHEREAS, YCIPTA, ICTC and QUECHAN entered into that certain Memorandum of Understanding dated October 28, 2015 for Transit Services in Eastern Imperial County (“MOU”) attached hereto and incorporated by reference herein as Exhibit “1”; and

WHEREAS, the term of the MOU is set to expire on June 30, 2016 unless the Parties agree in writing to extend the MOU; and

WHEREAS, paragraph VII.A of the MOU provides that the Parties, upon their mutual, written agreement, may extend the MOU on an annual basis, so long as such extension is requested by April 31, and the extension shall be approved and executed by all of the Parties by June 30; and

WHEREAS, paragraph VIII.J of the MOU provides that the Parties may amend the MOU in writing, dated, signed by duly authorized representatives of each Party to the MOU and attached thereto; and

WHEREAS, the Parties did so amend the MOU through the Third Extension and Amendment made and entered into effective July 1, 2018, attached hereto and incorporated by reference herein as Exhibit “2”; and

WHEREAS, YCIPTA, ICTC and QUECHAN wish to extend the term of the MOU for an additional one year term in accordance with paragraph VII.A of the MOU, and to amend the MOU to specify the payments to YCIPTA during the additional year term in accordance with paragraph VIII.J of the MOU, with no other changes.
NOW THEREFORE, for and in consideration of the promises and payments herein set forth, YCIPTA, ICTC and QUECHAN have and hereby agree as follows:

1. The MOU shall be extended for an additional one year term effective July 1, 2019 and shall terminate on June 30, 2020 unless the MOU is further extended in accordance with paragraph VII.A of the MOU.

2. Paragraph III.A of the MOU is deleted and replaced by the following:

   “III. Compensation, Reporting and Performance Standards

A. Payments to YCIPTA

ICTC will pay QUECHAN an amount not to exceed the annual subsidy amount of One Hundred Fifty-Eight Thousand, Two Hundred Sixty-Two Dollars and Seventy-One Cents ($158,262.71) to fund Eastern Imperial County Transit Services, as provided for in Section II.B.6 and reflected in Exhibit B. In no event shall ICTC be liable to QUECHAN for payments that exceed One Hundred Fifty-Eight Thousand, Two Hundred Sixty-Two Dollars and Seventy-One Cents ($158,262.71)

QUECHAN will pay YCIPTA the monthly costs based on revenue service hours with these ICTC funds along with QUECHAN funds of an amount not to exceed the annual subsidy of Seventy-Eight Thousand, Two Hundred Dollars and Forty Cents ($78,200.40) to operate Eastern Imperial County Transit Services, to be paid based on revenue vehicle service hours as established through a separate Memorandum of Understanding between YCIPTA and QUECHAN. 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 Seventy-Eight Thousand, Two Hundred Dollars and Forty Cents ($78,200.40)

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”.

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

---SIGNATURES ON THE NEXT PAGE---
IN WITNESS WHEREOF, the Parties hereto have executed this Extension and Amendment on the day and year first above written.

YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY

By:___________________________________________
    Shelly Kreger, Transit Director

ATTEST:

By:___________________________________________
    Carol Perez, Transit Operations Manager

APPROVED AS TO FORM:

By:___________________________________________
    Minda Davy, 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:
    Katherine Turner, County Counsel

By:___________________________________________
    Eric Havens, Deputy County Counsel

QUECHAN INDIAN TRIBE

By:___________________________________________
    Jordan D. Joaquin, President

APPROVED AS TO FORM:

By:___________________________________________
    Tribal Attorney
Eastern Imperial County Transit Services
Operations and Implementation Business Plan

Presented by:
Yuma County Intergovernmental Public Transportation Authority
October 2012
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    1. Schedules and Route Maps Effective July 1, 2019
Section 1
Overview of Routes
The Yuma County Intergovernmental Public Transportation Authority ("YCIPTA"), on behalf of the Quechan Indian Tribe ("QUECHAN"), is proposing to operate the following transit services in eastern Imperial County effective July 1, 2019:

Yuma County Area Transit Service Summary – Effective July 1, 2019

<table>
<thead>
<tr>
<th>Route Number/Name</th>
<th>Type of Route</th>
<th>Number of Stops</th>
<th>Frequency of Route</th>
<th>Peak Bus Requirement</th>
<th>Service Hours</th>
<th>Where Does Route Go?</th>
</tr>
</thead>
</table>
| Blue Route 5 Quechan Shuttle | Rural Flex Route | 43 Stops        | 60 minutes        | 1                    | 7:15 am to 7:10 pm – Monday-Friday  
9:15 am to 4:10 pm – Saturday | 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 Casino Resort. |
| Turquoise Route 10 Interstate 8/El Centro | Special Service | 29 Stops        | 2 round trips     | 1                    | 9:15 am to 11:30 am/2:00 pm to 5:30 pm  
Monday, Wednesday & Friday | 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. |

These routes do not operate on Sundays and major holidays observed by YCIPTA. YCIPTA-observed 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 shall oversee and operate these routes in conjunction with the 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 the rest of the year in the year that service was modified plus two full fiscal years. Blue Route 5 was treated as a new route for the purposes of the use of TDA funding effective July 1, 2014, and its exemption period expired on June 30, 2016. Blue Route 5 will begin its sixth year of operations and will be partially funded with TDA funding provided by ICTC beginning July 1, 2019. Turquoise Route 10 was treated as a new route for purposes of the TDA exemption effective January 7, 2013, and its exemption period ended on June 30, 2015. Turquoise Route 10 will start its seventh year using TDA funding provided by ICTC beginning July 1, 2019.
YCIPTA, QUECHAN, and ICTC initially developed this business plan in October 2012 as the Regional Connector Operations and Implementation Business Plan to coincide with the launch of the Turquoise Route 10 on January 7, 2013. On an annual basis, YCIPTA, QUECHAN, and ICTC review the Business Plan, with the following key amendments:

- **October 2013** – reduced to 12% the initial goal of an 18% farebox recovery ratio for the Turquoise Route 10.
- **September 2014** – included the Blue Route 5’s operations, funding, and performance standards.
- **July 2015** – redesignated the Business Plan to address Eastern Imperial County Transit Services.
- **July 2016** – eliminated Saturday service on the Turquoise Route 10 to improve its prospect of meeting the 12% farebox recovery ratio, since the Route’s exemption period ended June 30, 2015.
- **April 2017** – implemented use of local funds, as authorized by SB 508, effective January 1, 2016, which were contributed by YCIPTA and counted toward the farebox recovery ratio requirement.
- **May 2018** – reintroduce a third day, Friday, to the Turquoise Route 10 to allow more accessibility to Eastern Imperial County.

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, California on Wednesdays. IVT Route 3 continues to operate west of Holtville to El Centro, Monday through Saturday.

**Statement of 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. Six (6) days a week the Blue Route 5 services extend to Andrade Port of Entry as well as providing access to services to Yuma. Three (3) days a week the Turquoise Route 10 services 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 below:

- 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).
- 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.
- Access to medical care, social services and other destinations in Yuma.
Two (2) studies were completed to assess the potential demand for improved service; Winterhaven Quechan Reservation Rural Connector Report (July, 2008) and the Quechan – Tribal Transit Planning, Service Strategies Report (July, 2011), and a recommendation was derived from these studies to provide a local shuttle connecting the Fort Yuma Indian Reservation with Winterhaven and Yuma as well as 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 transit operations contractor (RAPT Dev USA) to operate both Blue Route 5 - Quechan Shuttle and Turquoise Route 10 – Interstate 8/El Centro/Yuma. However, YCIPTA, in its sole discretion, reserves the right to replace the transit operations contractor with another company or entity as it deems appropriate.

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 One Hundred Fifty-Eight Thousand, Two Hundred Sixty-Two Dollars and Seventy-One Cents ($158,262.71) 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 Seventy-Eight Thousand Two
Hundred Dollars and Forty Cents ($78,200.40) of Federal Transit Administration (“FTA”) Section 5311(c) monies to operate these routes.

YCIPTA would continue to use FTA Section 5307 funds allocated to the Winterhaven area, FTA Section 5311 funds allocated by ADOT to the small portion of the Fort Yuma Indian Reservation that is in Arizona, plus YCIPTA-generated match, fare revenue collected from the routes, and a portion of the Quechan Business Enterprise parking lot in-kind revenue to cover the remaining costs required to operate these routes. YCIPTA will also contribute local funds it receives from non-State and non-Federal sources to be counted toward the farebox recovery ratio requirement of the TDA LTF funds contributed by ICTC.

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 the 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 1 includes the route map, bus stop list and schedules effective July 1, 2019.

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.
Fares – Effective January 9, 2012

The following fares apply to all routes in YCIPTA's transit system, including Blue Route 5 and Turquoise Route 10. However, effective July 1, 2016, a “cash only-no passes” fare policy will apply to Turquoise Route 10.

<table>
<thead>
<tr>
<th>Description</th>
<th>Basic</th>
<th>Discount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Ages 19-64 years old</td>
<td>Seniors age 65 &amp; older</td>
</tr>
<tr>
<td></td>
<td>Youth ages 5-18 years old without school ID</td>
<td>Persons with Disabilities</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Medicare Card Holders</td>
</tr>
<tr>
<td>One Way</td>
<td>$2.00</td>
<td>ADA Certified</td>
</tr>
<tr>
<td>Day YCAT Pass</td>
<td>$5.00 (valued at 2.5 trips)</td>
<td>Student ages 5-18 years old with school ID</td>
</tr>
<tr>
<td>10-Ride YCAT Pass</td>
<td>$17.50 ($1.75 per ride)</td>
<td></td>
</tr>
<tr>
<td>31-Day YCAT Pass</td>
<td>$60.00 ($1.50 per ride/20 days/2 trips each)</td>
<td>$30.00 ($0.75 per ride/20 days/2 trips each)</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.
- On Call clients may ride fixed routes for free showing On Call ID upon entering the bus.
- 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.

Ridership Forecasts

While the two studies identified in Section One did not provide any ridership forecasts, based on historical data in regard to Blue Route 5 and Turquoise Route 10, YCIPTA staff initially projected 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, or 5.87 and 3.00 passengers per hour, respectively.

Based on data from YCIPTA in regard to Fiscal Year (FY) 2013-2014, Blue Route 5 carried approximately 4.82 passengers per hour which is an increase from 3.41 from FY 2012-2013, as this was the second fiscal year of the route's operation. (Blue Route 5 started on June 1, 2012). In FY 2014-2015, the increase in ridership continued, as Blue

1 Fares are subject to change based upon the costs associated with YCIPTA's operation of the route.
Route 5 carried approximately 5.41 passengers per hour. The data for FY 2015-2016 shows continuing improvement, as Blue Route 5 carried approximately 5.62 passengers per hour. In FY 2016-2017, Blue Route 5 carried 5.45 passengers per hour, and carried 5.92 passengers per hour in FY 2017-2018. So far in FY 2018-2019 through April 2019, Blue Route 5 carried an average of 6.5 passengers per hour.

In determining a forecast ridership number for Turquoise Route 10, several factors were considered. This included 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.

Based on data from ICTC in regard to FY 2011-2012, IVT Routes 3/300/350 carried approximately 3.75 passenger trips in the morning and 3.50 passenger trips in the afternoon/evening on Wednesdays. With the transition to Turquoise Route 10, the route performance was 3.41 passengers per hour which is an increase from 2.99 from FY 2012-2013. According to YCIPTA's data for FY 2014-2015, Turquoise Route 10 carried approximately 6.17 passengers per hour, an increase for the second consecutive year since the route’s start on January 7, 2013. Data for FY 2015-2016 shows that Turquoise Route 10 carried 3.69 passengers per hour. After eliminating Saturday service beginning July 1, 2016, data for FY 2016-2017 indicates approximately 3.34 passengers per hour rode the Turquoise Route 10, dropping to 2.72 passengers per hour in FY 2017-2018. With the startup of Friday service effective July 1, 2018, so far in FY 2018-2019 through April 2019, Turquoise Route 10 is carrying 2.1 passengers per hour.

In light of the initial forecasts and actual data described above, the projected ridership for FY 2019-2020 on Blue Route 5 is 6.95 passengers per hour/59.21 per day, while on Turquoise Route 10 it is 3.35 passengers per hour/19.86 per day.

### 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 Thirty-One Thousand, Four Hundred Fifty-Two Dollars and Twenty-Three Cents ($31,452.23) for Blue Route 5 and Twelve Thousand, One Hundred Seventy-Nine Dollars and Two Cents ($12,179.02) for Turquoise Route 10 is projected for FY 2019-2020. 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, YCIPTA, QUECHAN, and ICTC review the farebox recovery ratio to ensure compliance with TDA requirements. The farebox ratio and route classification requirements are established below:

<table>
<thead>
<tr>
<th>Route</th>
<th>Proposed Classification</th>
<th>Route</th>
<th>Farebox Recovery Ratio</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blue Route 5</td>
<td>Rural Flex Route</td>
<td>10%</td>
<td></td>
</tr>
<tr>
<td>Turquoise Route 10</td>
<td>Special Service</td>
<td>12% (blended rural/urban)</td>
<td></td>
</tr>
</tbody>
</table>

### Cost and Subsidy Projections

ICTC will pay QUECHAN an amount not to exceed the annual subsidy amount of One Hundred Fifty-Eight Thousand, Two Hundred Sixty-Two Dollars and Seventy-One Cents...
($158,262.71) to fund Eastern Imperial County Transit Services after QUECHAN files a TDA Article 8c claim and supporting documentation with ICTC and QUECHAN will pay YCIPTA the monthly costs based on revenue service hours with these ICTC funds along with QUECHAN funds of an amount not to exceed the annual subsidy of Seventy-Eight Thousand, Two Hundred Dollars and Forty Cents ($78,200.40) to operate Eastern Imperial County Transit Services, to be paid based on revenue vehicle service hours as established through a separate Memorandum of Understanding between YCIPTA and QUECHAN.

For cost and subsidy projections, see the chart below.

<table>
<thead>
<tr>
<th></th>
<th>1</th>
<th>2</th>
<th>3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Routes</td>
<td>Blue Route 5</td>
<td>Turquoise Route 10</td>
<td></td>
</tr>
<tr>
<td>Days Operating</td>
<td>Monday-Saturday</td>
<td>Mon, Wed, Fri</td>
<td></td>
</tr>
<tr>
<td>Fiscal Year – 2019-2020</td>
<td>Budget</td>
<td>Budget</td>
<td></td>
</tr>
<tr>
<td>a</td>
<td>Fully Allocated Operating Cost <em>(minus ADA paratransit, other YCAT hours, YMPO Audit, Vanpool and Greyhound)</em></td>
<td>$314,522.27</td>
<td>$101,491.83</td>
</tr>
<tr>
<td>b</td>
<td>Fare Revenue Collected</td>
<td>$31,452.23</td>
<td>$12,179.02</td>
</tr>
<tr>
<td>c</td>
<td>Subsidy Required</td>
<td>$283,070.04</td>
<td>$89,312.81</td>
</tr>
<tr>
<td>d</td>
<td>Quechan Subsidy</td>
<td>$59,444.71</td>
<td>$18,755.69</td>
</tr>
<tr>
<td>e</td>
<td>ICTC Subsidy</td>
<td>$120,304.77</td>
<td>$37,957.94</td>
</tr>
<tr>
<td>f</td>
<td>YCIPTA Subsidy</td>
<td>$103,320.56</td>
<td>$32,599.18</td>
</tr>
<tr>
<td>g</td>
<td>TOTAL SUBSIDY (Over)/Under</td>
<td>$283,070.04</td>
<td>$89,312.81</td>
</tr>
<tr>
<td>h</td>
<td>Total Miles</td>
<td>89,132.80</td>
<td>40,140.00</td>
</tr>
<tr>
<td>i</td>
<td>Total Revenue Miles</td>
<td>87,187.20</td>
<td>39,141.60</td>
</tr>
<tr>
<td>j</td>
<td>Total Deadhead Miles</td>
<td>1,945.60</td>
<td>998.40</td>
</tr>
<tr>
<td>k</td>
<td>service days</td>
<td>304</td>
<td>141</td>
</tr>
<tr>
<td>l</td>
<td>Total Hours</td>
<td>2,692.66</td>
<td>906.25</td>
</tr>
<tr>
<td>m</td>
<td>Total Revenue Hours</td>
<td>2,589.30</td>
<td>835.53</td>
</tr>
<tr>
<td>n</td>
<td>Total Deadhead Hours</td>
<td>103.36</td>
<td>70.72</td>
</tr>
<tr>
<td>o</td>
<td>employees</td>
<td>1.50</td>
<td>1.50</td>
</tr>
<tr>
<td>p</td>
<td>Passenger Trips</td>
<td>18,000</td>
<td>2,800</td>
</tr>
<tr>
<td>q</td>
<td>pass/hour</td>
<td>6.95</td>
<td>3.35</td>
</tr>
<tr>
<td>r</td>
<td>pass/day</td>
<td>59.21</td>
<td>19.86</td>
</tr>
<tr>
<td></td>
<td>pass/mile</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>----------</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>s</td>
<td></td>
<td>0.21</td>
<td>0.07</td>
</tr>
<tr>
<td>t</td>
<td>cost/pass</td>
<td>$17.47</td>
<td>$36.25</td>
</tr>
<tr>
<td>u</td>
<td>sub/pass</td>
<td>$15.73</td>
<td>$31.90</td>
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<tr>
<td>v</td>
<td>cost/mile</td>
<td>$3.61</td>
<td>$2.59</td>
</tr>
<tr>
<td>w</td>
<td>cost/hour</td>
<td>$121.47</td>
<td>$121.47</td>
</tr>
<tr>
<td>x</td>
<td>farebox ratio</td>
<td>10.0%</td>
<td>12.0%</td>
</tr>
<tr>
<td>y</td>
<td>FTE (based on 2000 hrs)</td>
<td>0.000750</td>
<td>0.000750</td>
</tr>
<tr>
<td>z</td>
<td>Depreciation Adjustments based on Service Miles*</td>
<td>$34,406</td>
<td>$34,406</td>
</tr>
<tr>
<td>aa</td>
<td>Operating Cost minus Depreciation</td>
<td>$280,116</td>
<td>$67,086</td>
</tr>
<tr>
<td>ab</td>
<td>farebox ratio + Adjustments</td>
<td>11.2%</td>
<td>18.2%</td>
</tr>
</tbody>
</table>

**Performance Standards**

Since ICTC would contribute TDA-LTF Article 8(c) funds in support of these routes, the following performance standards apply towards these routes, and YCIPTA will report these figures to ICTC and QUECHAN quarterly. These reports may be reviewed by ICTC’s Social Services Transportation Advisory Council.

According to the TDA requirements, new routes that are implemented could be exempt from the farebox recovery ratio requirements or other performance measures for the rest of the year in the year that service was modified plus two full fiscal years, and if the farebox recovery ratio remains below the established standard, efforts must be made to modify the route(s) to improve performance within the (3) three year time frame. 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.

Turquoise Route 10 was treated as a new route for purposes of the TDA exemption effective January 7, 2013, and its exemption period ended on June 30, 2015. At the end of that exemption period, Turquoise Route 10 achieved a 6.36% farebox recovery ratio, falling short of the 12% standard. Under the TDA regulations, if the required farebox recovery ratio is not met for FY 2015-2016, then that year would be deemed a “non-compliant year”, resulting in a TDA funding reduction by the difference between the required farebox revenues and the actual revenues based on FY 2016-2017 amounts. To increase the chances of Turquoise Route 10 meeting its 12% farebox ratio performance standard, it was agreed to eliminate Saturday service and to establish a “cash only-no passes” fare policy for Turquoise Route 10, effective July 1, 2016. As of June 30, 2017, Turquoise Route 10 achieved a 12% farebox recovery ratio, and met the standard. In July 2018, Turquoise Route 10 resumed service on Fridays to allow passengers to access Eastern Imperial County for a third day, and achieved a 12.3% farebox recovery ratio by the end of FY 2017-2018. The route will be closely monitored for effectiveness.

Blue Route 5 was treated as a new route for the purposes of the use of TDA funding effective July 1, 2014, and its exemption period expired on June 30, 2016. If the
required farebox recovery ratio is not met for FY 2016-2017, then that year would be deemed a “non-compliant year”, resulting in a TDA funding reduction by the difference between the required farebox revenues and the actual revenues based on FY 2017-2018 amounts. As of June 30, 2017, Blue Route 5 achieved a 10% farebox recovery ratio, and met the standard.

Effective January 1, 2016, California Senate Bill 508 (SB 508) clarified the types of revenues that transit operators may consider in the farebox recovery calculation. If fare revenues are insufficient to meet the applicable ratio of fare revenues to operating costs, an operator may satisfy that requirement by supplementing its fare revenues with “local funds”, which the TDA as amended by SB 508, defines as any nonfederal or nonstate grant funds or other revenues generated by, earned by, or distributed to an operator. Examples of local funds that may be available to operators include bus advertising (shelters and buses), local county transportation sales taxes, general fund contributions from a local jurisdiction, sales from alternative fuels sold on the transit property, and contract revenues from institutions such as local college fare subsidy programs. In light of SB 508, YCIPTA and QUECHAN began to document their use of local funds to cover any shortfall in fare revenue for FY 2016-2017 and beyond in order to ensure attainment of the required farebox recovery ratio. YCIPTA and QUECHAN assure that such local funds will not include State or Federal funding sources, unless inclusion thereof is authorized by such sources.

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.

**Fiscal Audits and Triennial Performance Audits**

Though ICTC will make payment of TDA funds to QUECHAN to fund a portion of these routes, QUECHAN will track its expenses associated with the use of these funds, TDA funds will be listed as a separate line item of funds in the 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. The initial triennial performance audit for the Blue Route 5 and Turquoise Route 10 was conducted in September 2017 and examined service provided in FY 2014-2016. The audit made twelve findings, to be addressed by implementing three recommendations, as follows:

1. Review opportunities for increasing local revenue to boost farebox recovery.
3. Increase community outreach and marketing efforts on the Fort Yuma Indian Reservation.

The audit’s first recommendation specifically made note of SB 508, and as noted in the Performance Standards section above, YCIPTA and QUECHAN began to document their use of local funds to cover any shortfall in fare revenue for FY 2016-2017 and attained the required farebox recovery ratio on both routes in FY 2016-2017 and FY 2017-2018. QUECHAN continues to improve its efforts to timely submit its State Controller Report per the second recommendation of the audit, and did so for FY 2017-2018. To implement the third recommendation, QUECHAN began issuing monthly flyers describing certain features of the routes to all Tribal departments and community
service providers, encouraging these entities to post and share the flyers. QUECHAN also posted this information on its website. QUECHAN is also working with YCIPTA to better coordinate pass purchasing by riders of the Blue Route 5 and the Turquoise Route 10 to increase ridership.

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 at www.quechantribe.com, regularly sharing information to Tribal departments, and encouraging the purchase of YCAT bus passes.

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 are 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 Operators 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 three (3) vehicle types to operate the routes as outlined in this Business Plan. The vehicles used on these routes can carry up to 39 seated passengers, are 34-40 feet in length and have up to two (4) wheelchair tie down 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 eighteen (18) of these buses, including El Dorado National Passports, a low floor cutaway vehicle on a medium duty chassis, Gillig 40 foot heavy duty low floor buses, and 35 foot Arboc low floor medium duty buses. Furthermore, these buses are 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 tie down 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.

All buses feature two (2) bicycle spaces, electronic destination signs, farebox, and security cameras. The Aerolite buses features manual destination signs, and farebox.

Pictures of the buses used on these routes are provided 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. 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.

9. 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 ¾ 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 when they show their OnCall ID.

10. Former Route 3 to Winterhaven
It is YCIPTA’s and QUECHAN’s desire that ICTC continue the discontinuance of Route 3 east of Holtville.

11. The Future
With the provision of ICTC funding in FY 2015-2016 to cover a greater share of the costs for all eastern Imperial County transit services, ICTC took 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), and continuing under the Fixing America’s Surface Transportation Act (FAST Act), Tribal Transit funding was reduced to the extent that QUECHAN will only be eligible for formula funding unless QUECHAN applies for capital expenses (excluding preventative maintenance). For FY 2016, QUECHAN received Forty-Five Thousand, One Hundred Sixty-Six Dollars and No Cents ($45,166.00) in FTA Formula Funding. However, its FY 2017 FTA Formula Funding dropped to Twenty-Eight Thousand, Six Hundred Thirty-Eight Dollars and No Cents ($28,638.00) as a consequence of eliminating Saturday service on the Turquoise Route 10, which reduced the annual Revenue Vehicle Miles on this route. QUECHAN will see a modest increase in FY 2018 at Thirty-Six Thousand, Four Hundred Five Dollars and No Cents ($36,405.00), then slightly decreasing to Thirty-Five Thousand, Three Hundred Four Dollars and No Cents ($35,304.00) in FY 2019.

In FY 2019-2020, QUECHAN would need to request a minimum of One Hundred Fifty-Eight Thousand, Two Hundred Sixty-Two Dollars and Seventy-One Cents ($158,262.71) from ICTC to continue transit services at the present levels, including the third day of service on Fridays for the Turquoise Route 10. QUECHAN’s contribution would decrease to Seventy-Eight Thousand, Two Hundred Dollars and Forty Cents ($78,200.40). QUECHAN will exhaust its FY 2014-2015 FTA Discretionary Grant funding to cover a portion of its contribution, with the balance covered with its FTA Formula Funding. YCIPTA would continue to use FTA Section 5307 funds allocated to the Winterhaven area, FTA Section 5311 funds allocated by ADOT to the small portion
of the reservation that is in Arizona, plus YCIPTA generated match, fare revenue collected from the routes and Quechan Business Enterprises parking lot in-kind revenue to cover the remaining costs required to operate these routes.

A comprehensive review of these routes occurred in Spring 2016, 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, 2020 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 2019 as part of the adoption of the YCIPTA FY 2019-2020 operating and capital budget with the route changes taking effect on July 1, 2019. To assist in the determination of future service levels and contribution shares by all parties for FY 2020-2021, 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 2020. The sample of data was agreed to by all parties prior to December 15, 2015. The actual daily ridership data should be provided to all parties by April 17, 2020. This would allow a comprehensive analysis of recommended service levels, contribution shares, and funds available for FY 2020-2021.
D. Contract Extension for the IMPERIAL VALLEY TRANSIT (IVT); Fixed Route Bus System - Operating Agreement, FY 2019-20
June 4, 2019

ICTC Management Committee
Imperial County Transportation Commission
1503 N. Imperial Ave. Suite 104
El Centro, CA 92243

SUBJECT: Contract Extension for the IMPERIAL VALLEY TRANSIT (IVT); Fixed Route Bus System - Operating Agreement, FY 2019-20

Dear Committee Members:

IMPERIAL VALLEY TRANSIT or IVT is the public fixed route bus system in service since 1989, administered by ICTC and operated under contract with First Transit Inc.

Within the last nine (9) years, the Commission has approved numerous transit service adjustments in contract modifications for IVT, with required corresponding changes to the IVT ACCESS service. This included expanded service hours for additional service hours on Saturdays, the addition of limited service hours on Sundays and the implementation of 35 minute headways to reduce wait times between Calexico and El Centro, and, the IVT Gold line in the City of Brawley.

The vehicles operated are ramp equipped Gillig 40 ft transit buses and lift equipped minibuses. Currently, the service operates seven (7) days a week. There is an average of 2,161 passengers a day and the combined farebox ratio is approximately 15%. Performance statistics for FY 2018-19 to date are attached.

The Scope of Work based on demand and optimum utilization of resources includes:

1. Sixteen (16) ramp equipped Gillig 40 ft transit buses, eleven (11) lift equipped minibuses
2. The system operates on the schedule of approximately 5:30 AM until approximately 11:00PM
3. Originally known as Imperial County Transit, the brand and logo was created in 2001 consistent with other ICTC branded services known as “IVT” with the primary colors of blue, green and white.

First Transit, Inc. has been responsive to all of the Commission requests and continues to provide a high quality and valuable service to the community. The various contracts employ approximately 105 people who live and work in Imperial Valley with their families.

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

ICTC has come to recognize benefits including greater efficiencies, better coordination, enhanced communication, better compliance with regulations and cost savings through the consolidation of the management, dispatch, reservationists, maintenance etc. under one turnkey contractor with one administering agency. However, the current various public transit services contracts have different start and end dates, and it has created a disjointed competitive bid process.

ICTC has the large competitive bid underway for all four transit services that is expected to be completed in the next 90 days. This contract extension would be in place until new contracts are awarded for service. This extension would be terminated for convenience at that time.

ICTC is using the option year pricing for this contract extension from FY 2018-19 provided in the original competitive bid from 2011.

Funding for this project is identified in the ICTC FY 2019-20 Budget, specifically in the ICTC Overall Work Program and Budget/Transit Finance Plan; through federal grants and Transportation Development ACT (TDA) Funding, anticipated to be approved on June 26, 2019.

The original 2011 Request for Proposal, scope of work and all contract exhibits referenced are available for review at the ICTC administrative offices by request.

It is requested that ICTC Management Committee recommend that the Commission review and approve, after any public comment received:

1. Authorize the Chairman to sign a one year extension to the operating agreement with FIRST TRANSIT, INC. for the operation of the IVT fixed route bus system, for the period July 1, 2019 through June 30, 2020:
   a. The cost for IVT shall be based upon the pricing as provided in the original contract option year pricing sheet dated April 2011, adjusted for the FY 2019-20 year at fixed costs of $73,300.08 monthly and variable hourly costs at $75.81 per hour for an average of 2,830 hours monthly, farebox established at 17%,
   b. The cost for IVT Blue and Green Lines line shall be based upon the pricing as provided in the original contract option year pricing sheet dated April 2011, adjusted for the FY 2019-20 year at fixed costs of $13,889.84 monthly and variable hourly costs at $75.81 per hour for an average of 524 hours monthly, farebox established at 4%,
   c. The cost for IVT Gold Line shall be based upon the pricing as provided in the original contract option year pricing sheet dated April 2011, adjusted for the FY 2019-20 year at fixed costs of $0.00 monthly and variable hourly costs at $75.81 per hour for an average of 272 hours monthly, farebox established at 4%,
   d. With an annual not to exceed up to 5% marketing allowance and an annual fuel escalator clause.

Sincerely,

MARK BAZA
Executive Director

BY: [Signature]

Kathi Williams
Transit Programs Manager
## IMPERIAL VALLEY TRANSIT

**FY 2018-19**

<table>
<thead>
<tr>
<th>Annual</th>
<th>Mileage</th>
<th>Days</th>
<th>Hours</th>
<th>FTE</th>
<th>Pass</th>
<th>Fares</th>
<th>Cost</th>
<th>Subsidy</th>
<th>Pass/ Cost/ Pass/ Pass/ Hour/ Pass/ Mile FTE</th>
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<th>Box %</th>
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</thead>
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<td>$1,738,943.57</td>
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<td>594,524</td>
<td>$522,874.30</td>
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<td>$2,376,093.26</td>
<td>20.8</td>
<td>2008.5</td>
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</table>

**Financial Breakdown:**

- **Fuel:** $0.00
- **Marketing:** $30,138.53
- **Website:** $25,137.42
- **ICTC Marketing:** $28,974.44
- **Wi-Fi:** $8,362.20

Total: $2,991,580.15

**Summary:**

- **Automotive:** $2,376,093.26
- **Total:** $5.03
- **Adjusted Cost:** $4.00
- **Adjusted Mile:** $104.70
- **Adjusted Fare:** $4.70
- **Adjusted Box:** 17.5%

**Notes:**

1. FY 2018-19 cumulative 10 month to date performance data
2. Performance Standards are based on original contract from FY 2011-12, and will be adjusted in the upcoming new contract cycle
3. Depreciation is added at year end and provides adjustment for farebox ratio calculation
### IVT - Blue Line
#### FY 2018-19

<table>
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<tr>
<th>Annual</th>
<th>Mileage Days</th>
<th>Hours</th>
<th>FTE</th>
<th>Pass</th>
<th>Fares</th>
<th>Cost</th>
<th>Subsidy</th>
<th>Pass/ Hour</th>
<th>Pass/ Day</th>
<th>Pass/ Mile</th>
<th>Sub/ FTE</th>
<th>Sub/ FTE</th>
<th>Sub/ FTE</th>
<th>Sub/ FTE</th>
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<tr>
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<td>$23.71</td>
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**Subtotal A**
- Mileage: 18,954
- Days: 127
- Hours: 1592
- FTE: 16.78
- Pass: 6,879
- Fares: $6,352.46
- Cost: $162,324.92
- Subsidy: $155,972.46
- Pass/ Hour: 4.3
- Pass/ Day: 54.2
- Pass/ Mile: 0.36
- Sub/ FTE: 94.87
- Sub/ FTE: $23.60
- Sub/ FTE: $22.67
- Sub/ FTE: $101.96
- Sub/ FTE: $8.56
- Box %: 3.9%

**Subtotal B**
- Mileage: 12,467
- Days: 83
- Hours: 1048
- FTE: 11.11
- Pass: 4,060
- Fares: $4,163.29
- Cost: $107,298.30
- Subsidy: $103,135.01
- Pass/ Hour: 3.9
- Pass/ Day: 48.8
- Pass/ Mile: 0.32
- Sub/ FTE: 94.33
- Sub/ FTE: $26.49
- Sub/ FTE: $25.47
- Sub/ FTE: $102.38
- Sub/ FTE: $8.61
- Box %: 3.9%

**Total Costs**
- Fuel: $0.00
- ICTC mark: $0.00
- Marketing: $1,520.97

Total: $271,144.19

**Adj Cost**
- Depreciation: $0.00
- Adjusted Cost: $271,144.19
- Adjusted Farebox: 3.9%

NOTES:
1. FY 2018-19 cumulative 10 month to date performance data
2. Performance Standards are based on original contract from FY 2006, and will be adjusted in the upcoming new contract cycle
3. Depreciation is added at year end and provides adjustment for farebox ratio calculation

T:\Projects\IVT\VT - Blue excel\2018-2019\1819Bluesummary
# IVT - Green Line

## FY 2018-19

<table>
<thead>
<tr>
<th>Annual</th>
<th>Mileage</th>
<th>Days</th>
<th>Hours</th>
<th>FTE</th>
<th>Pass</th>
<th>Fares</th>
<th>Cost</th>
<th>Sub/</th>
<th>Hour</th>
<th>Day</th>
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<td>$27.59</td>
<td>$102.26</td>
<td>$8.42</td>
<td>2.5%</td>
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- **fuel**: $0.00
- **ictc marketir**: 0
- **marketing**: $261.28

\[
\frac{241,891.70}{235,524.91} = \frac{28.33}{27.59} = \frac{102.37}{8.43} = 2.5\%
\]

- **depreciation**: $0.00
- **adj cost**: $241,891.70
- **adj farebox**: 2.5%

### NOTES:

1. FY 2018-19 cumulative 10 month to date performance data
2. Performance Standards are based on original contract from FY 2009, and will be adjusted in the upcoming new contract cycle
3. Depreciation is added at year end and provides adjustment for farebox ratio calculation
### IVT - Gold Line
#### FY 2018-19

<table>
<thead>
<tr>
<th>Annual</th>
<th>Mileage Days</th>
<th>Hours</th>
<th>FTE</th>
<th>Pass</th>
<th>Fares</th>
<th>Cost</th>
<th>Subsidy</th>
<th>Pass/</th>
<th>Pass/</th>
<th>Pass/</th>
<th>Hours</th>
<th>FTE</th>
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<th>Sub/</th>
<th>Cost/</th>
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<th>Fare</th>
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<td>Day</td>
<td>Mile</td>
<td>FTE</td>
<td>Pass</td>
<td>Pass</td>
<td>Pass</td>
<td>Hour</td>
<td>Mile</td>
<td>Box %</td>
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<tr>
<td>Subtotal A</td>
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<td>1,650</td>
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<td>$6.79</td>
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<td><strong>$9,026.20</strong></td>
<td><strong>$207,291.84</strong></td>
<td><strong>$198,265.64</strong></td>
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<td><strong>56.3</strong></td>
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<td><strong>$17.54</strong></td>
<td><strong>$16.78</strong></td>
<td><strong>$76.01</strong></td>
<td><strong>$6.83</strong></td>
<td><strong>4.4%</strong></td>
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- Fuel: $0.00
- ICTC market: 0
- Marketing: $294.78

\[
\text{Total Cost: } \$207,586.62 \quad \text{Total Fares: } \$198,265.64
\]

- Depreciation: $0.00
- Adj Cost: $207,586.62
- Adj Farebox: 4.3%

**NOTES:**

1. FY 2018-19 cumulative 10 month to date performance data
2. Performance Standards are based on original contract from FY 2013, and will be adjusted in the upcoming new contract cycle
3. Depreciation is added at year end and provides adjustment for farebox ratio calculation
NINTH AMENDMENT TO AGREEMENT

This Ninth Amendment to Agreement for fixed-route transit services (“Amendment”), made and entered into effective this __________________, 2019 is by and between the IMPERIAL COUNTY TRANSPORTATION COMMISSION (“ICTC”), and FIRST TRANSIT, INC., a Delaware corporation qualified to do business in California (“PROVIDER”).

WITNESSETH

WHEREAS, ICTC entered into that certain Agreement dated May 25, 2011, hereinafter the “Agreement”, and attached hereto as Exhibit “1”; and

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

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

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

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

WHEREAS, ICTC entered into that certain Fifth Amendment to Agreement dated December 11, 2013, hereinafter the “FIFTH AMENDMENT”, and attached hereto as Exhibit “6”; and

WHEREAS, ICTC entered into that certain Sixth Amendment to Agreement dated June 25, 2014, hereinafter the “SIXTH AMENDMENT”, and attached hereto as Exhibit “7”; and

WHEREAS, ICTC entered into that certain Seventh Amendment to Agreement dated July 27, 2016, hereinafter the “SEVENTH AMENDMENT”, and attached hereto as Exhibit “8”; and

WHEREAS, ICTC entered into that certain Eighth Amendment to Agreement dated May 24, 2017, hereinafter the “EIGHTH AMENDMENT”, and attached hereto as Exhibit “9”; and

WHEREAS, during the course of the performance of that Agreement the parties became aware that additional services should be performed for the completion of said Agreement; and

1
WHEREAS, the parties to that Agreement have identified the nature and cost of such additional work and wish to provide for completion of additional specialized work so identified; and

WHEREAS, the Agreement is due to expire on June 30, 2019 unless extended; and

WHEREAS, the Parties wish to extend this Agreement for one (1) year from July 1, 2019 to June 30, 2020; and

WHEREAS, the Parties agree to make such modifications.

NOW THEREFORE, and in consideration of the promises and payments herein set forth, the parties agree as follows:

1. Paragraph 1.1 of the Agreement is hereby amended to read as follows:

   "1.1. This Agreement shall commence on July 1, 2011 and shall continue through June 30, 2020."

2. A paragraph 8.1.1.11 is hereby supplemented to read as follows:

   "8.1.1.11. For the period July 1, 2019 through June 30, 2020, the cost shall be based upon the pricing as provided in the original option year pricing sheet dated April 2011, adjusted for the FY 2019-20 year, at fixed costs of $73,300.08 monthly and variable hourly costs at $75.81 per hour for an average of 2,830 hours monthly. The farebox is established at 17% therefore the resulting monthly subsidy will be paid after the subtraction of the collected fare revenues."

3. A paragraph 8.1.2.11 is hereby supplemented to read as follows:

   "8.1.2.11. [Blue and Green Lines] For the period July 1, 2019 through June 30, 2020, the cost shall be based upon the pricing as provided in the original option year pricing sheet dated April 2011, adjusted for the FY 2019-20 year, at fixed costs of $13,889.84 monthly and variable hourly costs at $75.81 per hour for an average of 524 hours monthly. The farebox is established at 4% therefore the resulting monthly subsidy will be paid after the subtraction of the collected fare revenues."

4. A paragraph 8.1.3.9 is hereby supplemented to read as follows:

   "8.1.3.9. [Gold Line] For the period July 1, 2019 through June 30, 2020, the cost shall be based upon the pricing as provided in the original option year pricing sheet dated November
2013, adjusted for the FY 2019-20 year, at fixed costs of $0.00 monthly and variable hourly costs at $75.81 per hour for an average of 272 hours monthly. The farebox is established at 4% therefore the resulting monthly subsidy will be paid after the subtraction of the collected fare revenues.”

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

6. This Amendment is effective as of the day and year first written above.

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

IMPERIAL COUNTY
TRANSPORTATION COMMISSION:

By: ________________________________
Chairman

ATTEST:

CRISTI LERMA
Secretary to the Commission

APPROVED AS TO FORM:

KATHERINE TURNER
COUNTY COUNSEL

By: ________________________________
Eric Havens
Deputy County Counsel

PROVIDER:

By: ________________________________
FADI CHAKBAZOF
Senior Vice President

S:\Departments\ICTA\Action Request\2019\19-0391 ICTC IVT Blue and Green Lines, and IVT Gold Lines\IVT amendment 9 eh 5.13.19.docx
E. Contract Extension for the IVT ACCESS; ADA Paratransit Services - Operating Agreement, FY 2019-20
June 7, 2019

ICTC Management Committee
Imperial County Transportation Commission
1503 N. Imperial Ave. Suite 104
El Centro, CA 92243

SUBJECT: Contract Extension for the IVT ACCESS; ADA Paratransit Services - Operating Agreement, FY 2019-20

Dear Committee Members:

IVT ACCESS is the complementary public paratransit service bus system in service since 1994, per the Americans with Disabilities Act (ADA). The service operates in tandem with Imperial Valley Transit (IVT), and is designed for persons with disabilities, with coordinated service schedules and services areas.

Within the last nine (9) years, the Commission has approved numerous transit service adjustments in contract modifications for IVT, with required corresponding changes to the IVT ACCESS service. This included expanded service hours for additional service hours on Saturdays, the addition of limited service hours on Sundays and the implementation of 35 minute headways to reduce wait times between Calexico and El Centro, and, the IVT Gold line in the City of Brawley.

The vehicles operated are lift equipped minibuses designed for the physically and/or cognitively disabled passenger. Currently, the service operates seven (7) days a week, with a 14 day advance reservation system. There is an average of 86 passengers a day and the fare box ratio is approximately 4.3%. Performance statistics for FY 2018-19 to date are attached.

The Scope of Work based on demand and optimum utilization of resources includes:

1. Eleven (11) lift equipped minibuses and one (1) lift equipped transit van
2. The minibuses operate coverage based on demand and on the schedule of the IVT fixed route bus system from approximately 5:30 AM until approximately 11:00PM
3. The brand and logo was created in 1994 consistent with other ICTC branded services known as “IVT ACCESS” with the primary colors of green and white.

Vehicle sizes are typically smaller with high mileage requiring replacement more frequently.

ICTC has come to recognize benefits including greater efficiencies, better coordination, enhanced communication, better compliance with regulations and cost savings through the consolidation of the management, dispatch, reservationists, maintenance etc. under one turnkey contractor with one administering agency. However, the current various public transit services contracts have different start and end dates, and it has created a disjointed competitive bid process.

CITIES OF BRAWLEY, CALEXICO, CALIPATRIA, EL CENTRO, HOLTVILLE, IMPERIAL, WESTMORLAND, IMPERIAL IRRIGATION DISTRICT AND COUNTY OF IMPERIAL
ICTC has the large competitive bid underway for all four transit services that is expected to be completed in the next 90 days. This contract extension would be in place until new contracts are awarded for service. This extension would be terminated for convenience at that time.

ICTC is using the option year pricing for this contract extension from FY 2018-19 provided in the original competitive bid from 2011.

Funding for this project is identified in the ICTC FY 2019-20 Budget, specifically in the ICTC Overall Work Program and Budget/Transit Finance Plan; through federal grants and Transportation Development ACT (TDA) Funding, anticipated to be approved on June 26, 2019.

The original 2011 Request for Proposal, scope of work and all contract exhibits referenced are available for review at the ICTC administrative offices by request.

It is requested that ICTC Management Committee recommend that the Commission review and approve, after any public comment received:

1. Authorize the Chairman to sign a one year extension to the operating agreement with FIRST TRANSIT, INC. for the operation of the IVT ACCESS Paratransit Service, for the period July 1, 2019 through June 30, 2020:
   a. The cost shall be based upon the pricing as provided in the original contract option year pricing sheet dated April 2011, adjusted for the FY 2019-20 year at fixed costs of $40,408.58 monthly and variable hourly costs at $71.16 per hour for an average of 1,130 hours monthly, farebox established at 10%, with an annual not to exceed up to 5% marketing allowance and an annual fuel escalator clause.

Sincerely,

MARK BAZA
Executive Director

BY: [Signature]

Kathi Williams
Transit Programs Manager

Attachment
## IVT - Access

**FY 2018-19**

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<thead>
<tr>
<th>Annual</th>
<th>Mileage</th>
<th>Days</th>
<th>Hours</th>
<th>FTE</th>
<th>Pass</th>
<th>Fares</th>
<th>Cost</th>
<th>Subsidy</th>
<th>Pass/</th>
<th>Pass/</th>
<th>Pass/</th>
<th>Hours</th>
<th>Cost/</th>
<th>Sub/</th>
<th>Cost/</th>
<th>Cost/</th>
<th>Fare</th>
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<td>$46.12</td>
<td>$106.48</td>
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- **fuel**: $0.00
- **marketing**: $14,123.91
- **website**: $6,912.08

**Total**: $1,239,126.71 $1,164,379.69

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<td>website</td>
<td>$6,912.08</td>
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<tr>
<td><strong>Total</strong></td>
<td>$1,239,126.71</td>
</tr>
</tbody>
</table>

- Depreciation: $0.00
- Adj cost: $1,239,126.71
- Adj farebox: 4.3%

**Notes:**

1. FY 2018-19 cumulative 10 month to date performance data
2. Performance Standards are based on original contract from FY 2011-12, and will be adjusted in the upcoming new contract cycle
3. Depreciation is added at year end and provides adjustment for farebox ratio calculation
FOURTH MODIFICATION OF AGREEMENT

This Fourth Modification to Agreement for ADA Paratransit services, made and entered into effective the _____ day of _____________ 2019, is by and between the IMPERIAL COUNTY TRANSPORTATION COMMISSION ("ICTC") and FIRST TRANSIT, INC., a Delaware corporation qualified to do business in California ("PROVIDER"), (individually, "Party" collectively, "Parties").

WITNESSETH

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

WHEREAS, ICTC and PROVIDER entered into the First Modification of the AGREEMENT dated November 14, 2012, and attached hereto as Exhibit "2"; and

WHEREAS, ICTC and PROVIDER entered into the Second Modification of the AGREEMENT dated December 11, 2013, and attached hereto as Exhibit "3"; and

WHEREAS, ICTC and PROVIDER entered into the Third Modification of the AGREEMENT dated July 27, 2016, and attached hereto as Exhibit "4"; and

WHEREAS, during the course of the performance of that AGREEMENT the Parties became aware that additional services should be performed for the completion of said AGREEMENT; and

WHEREAS, the Parties to that AGREEMENT have identified the nature and cost of such additional work and wish to provide for completion of additional specialized work so identified; and

WHEREAS, the Agreement is due to expire on June 30, 2019 unless extended; and

WHEREAS, the Parties wish to extend this Agreement for one (1) year from July 1, 2019 to June 30, 2020; and

WHEREAS, the Parties agree to make such modifications.

NOW THEREFORE, and in consideration of the promises and payments herein set forth, the Parties agree as follows:

1. Paragraph 1.1 of the Agreement is hereby amended to read as follows:

   "1.1. This Agreement shall commence on July 1, 2011 and shall continue through June 30, 2020.”

///
2. A paragraph 8.1.1.11 is hereby supplemented to read as follows:

"8.1.1.11. For the period July 1, 2019 through June 30, 2020, the cost shall be based upon the
pricing as provided in the original option year pricing sheet dated April 2011, adjusted
for the FY 2019-20 year, at fixed costs of $40,408.58 monthly and variable hourly
costs at $71.16 per hour for an average of 1,130 hours monthly. The farebox is
established at 10% therefore the resulting monthly subsidy will be paid after the
subtraction of the collected fare revenues."

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

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

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

IMPERIAL COUNTY
TRANSPORTATION COMMISSION:

PROVIDER:

By: ________________________________
FADI CHAKBAZOF
Senior Vice President

ATTEST:

By: ________________________________
CRISTI LERMA
Secretary to the Commission

APPROVED AS TO FORM:

By: ________________________________
KATHERINE TURNER
COUNTY COUNSEL

By: ________________________________
Eric Havens
Deputy County Counsel
IV. CONSENT CALENDAR

F. Contract Extension for the Coordination of Public Dial-a-Ride Paratransit Services – IVT RIDE El Centro Agreement FY 2019-20
June 7, 2019

ICTC Management Committee
Imperial County Transportation Commission
1503 N. Imperial Ave Suite 104
El Centro, CA 92243

SUBJECT: Contract Extension for the Coordination of Public Dial-a-Ride Paratransit Services
- IVT RIDE El Centro Agreement FY 2019-20

Dear Committee Members:

As a result of prior direction from the Commission, ICTC completed competitive bids in 2014 focused on the consolidation of the four public dial-a-ride services. The Cities of Brawley, Calexico and Imperial had previously administered separate turnkey contracts for intra-city Dial-A-Ride services. ICTC had administered the West Shores Dial-A-Ride contract.

The four (4) agencies determined that they were interested in determining if greater efficiencies, better coordination, better compliance with regulations and cost savings could be achieved through the consolidation of the management, dispatch, reservationists, maintenance and marketing etc. under one turnkey contractor with one administering agency. This process was completed through this competitive bid, whereby one contractor was offered the new contract for all four services with ICTC as the administrator.

The service is designed for persons with disabilities and age 55 and over access to medical facilities, clinics and other services. The vehicles operated are ramp equipped minibus designed for the physically and/or cognitively disabled passenger. Currently, the service operates 6 days a week, with an advance reservation system. There is an average of 72 passengers a day and the farebox ratio is approximately 4.3%. Performance statistics for FY 2018-19 to date are attached.

The City of El Centro did not initially participate in the original IVT RIDE competitive bid, however, the City later requested in June 2016 that ICTC conduct the required competitive bid and administer a contract for the continuation of paratransit services. After a review of the operational statistics, latent passenger demand and service area with City staff, ICTC staff developed a Scope of Work to add a 4th revenue service bus and added 12,000 service.

Based on the requests at the two most current Unmet Transit Needs Public hearings and the subsequent “Findings” adopted by the Commission, ICTC staff have been able to add additional service hours for service four days a week for the adjacent community of Heber. Additional vehicles have been added to accommodate the expanded service area.

CITIES OF BRAWLEY,CALEXICO, CALIPATRIA, EL CENTRO, HOLTVILLE, IMPERIAL, WESTMORLAND, IMPERIAL IRRIGATION DISTRICT AND COUNTY OF IMPERIAL
The Scope of Work based on demand and optimum utilization of resources includes:

1. Four (4) ramp equipped minibuses and two (2) lift equipped vans
2. The service areas have different start and end times generally starting at 7:00AM and ending at 6:00PM.
3. A new name, brand and logo was created, owned by and consistent with other ICTC branded services known as “IVT RIDE” with the primary colors of yellow, black and white.

The IVT RIDE service contract was approved for a three-year term, with two additional one year option years. This five year term was structured so that it would provide the opportunity for ICTC to circulate another larger consolidated competitive bid for all four of the ICTC administered public transit services in FY 2019.

ICTC has come to recognize benefits including greater efficiencies, better coordination, enhanced communication, better compliance with regulations and cost savings through the consolidation of the management, dispatch, reservationists, maintenance etc. under one turnkey contractor with one administering agency. However, the current various public transit services contracts have different start and end dates, and it has created a disjointed competitive bid process.

ICTC has a large competitive bid underway for all four transit services that is expected to be completed in the next 90 days. This extension would be in place until the new contracts are awarded for service. The extension would be terminated for convenience at that time.

ICTC must use the option year pricing for this extension provided in the original competitive bid from 2016.

Funding for this project is identified in the ICTC FY 2019-20 Budget, specifically in the ICTC Overall Work Program and Budget/Transit Finance Plan; through the Local Transportation (LTA) 2% set aside and Transportation Development ACT (TDA) Funding, anticipated to be approved on June 26, 2019.

The original 2016 Request for Proposal, scope of work and all exhibits referenced are available for review at the ICTC administrative offices by request.

It is requested that the ICTC Management Committee recommend that the Commission review and approve, after any public comment received:

1. Authorize the Chairman to sign an extension to the operating agreement with FIRST TRANSIT, INC. for the operation of the IVT RIDE Paratransit Service for the period July 1, 2019 through June 30, 2020 with an annual not to exceed operating subsidy, with an annual not to exceed up to 5% marketing allowance, with an annual fuel escalator clause:
   A. El Centro Service Area - For the period July 1, 2019 through June 30, 2020, the annual not to exceed subsidy is set at $617,943.
   B. Heber Service Area - For the period July 1, 2019 through June 30, 2020, the annual not to exceed subsidy is set at $68,432.

Sincerely,

MARK BAZA
Executive Director

BY: [Signature]

Kathi Williams
Transit Programs Manager

MB/ksw/cl
# IVT Ride El Centro

**FY 2018-19**

| Annual | Mileage | Days | Hours | FTE | Pass | Fares | Cost | Subsidy | Pass/ | Pass/ | Pass/ | Hours | Cost/ | Sub/ | Cost/ | Cost/ | Fare |
|--------|---------|------|-------|-----|------|-------|------|---------| Hour | Day  | Mile | FTE   | Hour | Mile | Mile | Box %|
| Subtotal A | 33,871  | 153  | 5,370 | 62.75 | 10,818 | $13,237.09 | $303,672.64 | $290,435.55 | 2.0  | 70.7 | 0.3  | 85.58 | $28.07 | $26.85 | $56.55 | $8.97 | 4.4% |
| Subtotal B | 23,428  | 100  | 3,789 | 42.26 | 7,415  | $6,995.92  | $210,712.46 | $201,716.54 | 2.0  | 74.2 | 0.3  | 89.66 | $28.42 | $27.20 | $55.61 | $8.99 | 4.3% |
| **Total**  | 57,299  | 253  | 9,159 | 105.01 | 18,233 | $22,233.01 | $514,385.10 | $492,152.09 | 2.0  | 72.1 | 0.3  | 87.22 | $28.21 | $26.99 | $56.16 | $8.98 | 4.3% |

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<td>Marketing</td>
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<td>ICTC Market</td>
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</table>

**NOTES:**

1. FY 2018-19 cumulative 10 month to date performance data
2. Performance Standards are based on original contract from FY 2016, and will be adjusted in the upcoming new contract cycle
3. Depreciation is added at year end and provides adjustment for farebox ratio calculation
FIRST AMENDMENT TO AGREEMENT

(IVT RIDE EL CENTRO)

THIS FIRST AMENDMENT TO AGREEMENT FOR PARATRANSIT SERVICES ("this Amendment"), made and entered into effective the _____ day of ________________, 2019, is by and between the IMPERIAL COUNTY TRANSPORTATION COMMISSION ("ICTC"), and FIRST TRANSIT, INC., a Delaware corporation authorized to conduct business in California ("Provider").

WITNESSETH

WHEREAS, ICTC entered into that certain Agreement dated April 27, 2016 (#7B), hereinafter the "Agreement", and attached hereto as Exhibit "1"; and

WHEREAS, during the course of the performance of that Agreement the parties became aware that additional services should be performed for the completion of said Agreement; and

WHEREAS, the parties to that Agreement have identified the nature and cost of such additional work and wish to provide for completion of additional specialized work so identified; and

WHEREAS, the Agreement is due to expire on June 30, 2019 unless extended; and

WHEREAS, the Parties wish to extend this Agreement for an additional one (1) year from July 1, 2019 to June 30, 2020; and

WHEREAS, the Parties agree to make such modifications.

NOW THEREFORE, and in consideration of the promises and payments herein set forth, the parties agree as follows:

1. Paragraph 1.1 of the Agreement is hereby amended to read as follows:

"1.1. This Agreement shall commence on June 1, 2016 and shall continue through June 30, 2020."

2. Paragraph 8.3.4 of the Agreement is hereby amended to read as follows:

"8.3.4. For the period July 1, 2019 through June 30, 2020, the base price is identified as $686,603.36. The farebox is established at ten percent (10%); therefore the annual not-to-exceed subsidy shall be $617,943.02."

3. A paragraph 8.3.9 of the Agreement is hereby supplemented to read as follows:

1
“8.3.9. HEBER. Compensation for expanded services to be provided for the community of Heber shall be as follows: For the period July 1, 2019 through June 30, 2020, the base price is identified as $72,034. The farebox is established at five percent (5%); therefore the annual not-to-exceed subsidy shall be $68,432.”

4. Paragraph 25.1 of the Agreement is reiterated as follows:

“25.1 TERMINATION FOR CONVENIENCE

ICTC, by written notice, may terminate this Agreement, in whole or in part, when it is in ICTC’s interest. If this Agreement is terminated, ICTC shall be liable only for payment under the payment provisions of this Agreement for services rendered before the effective date of termination.”

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

6. This Amendment is effective as of the day and year first written above.

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

IMPERIAL COUNTY TRANSPORTATION COMMISSION: PROVIDER:

FIRST TRANSIT, INC.

By: ____________________________ By: ____________________________

Chairman FADI CHAKBAZI
Senior Vice President

ATTEST:

CRISTI LERMA KATHERINE TURNER
Secretary to ICTC County Counsel

APPROVED AS TO FORM:

By: ____________________________

Eric Havens Deputy County Counsel

S:\Department\ICTC\Action Request\2019-19-0354 ICTC IVT Ride El Centro\IVT RIDE El Centro amendment 1 eh 4 30 19 eh.docx
G. Contract Extension for the Coordination of Public Dial-a-Ride Paratransit Services –IVT RIDE Brawley-Calexico-Imperial-West Shores Agreement FY 2019-20
June 7, 2019

ICTC Management Committee
Imperial County Transportation Commission
1503 N. Imperial Ave Suite 104
El Centro, CA 92243

SUBJECT: Contract Extension for the Coordination of Public Dial-a-Ride Paratransit Services
-IVT RIDE Brawley-Calexico-Imperial-West Shores Agreement FY 2019-20

Dear Committee Members:

As a result of prior direction from the Commission, ICTC completed competitive bids in 2014 focused on the consolidation of the four public dial-a-ride services. The Cities of Brawley, Calexico and Imperial had previously administered separate turnkey contracts for intra-city Dial-A-Ride services. ICTC had administered the West Shores Dial-A-Ride contract.

The four (4) agencies determined that they were interested in determining if greater efficiencies, better coordination, better compliance with regulations and cost savings could be achieved through the consolidation of the management, dispatch, reservationists, maintenance and marketing etc. under one turnkey contractor with one administering agency. This process was completed through this competitive bid, whereby one contractor was offered the new contract for all four services with ICTC as the administrator.

The service is designed for persons with disabilities and age 55 and over access to medical facilities, clinics and other services. The vehicles operated are ramp equipped minibus designed for the physically and/or cognitively disabled passenger. Currently, the service operates 6 days a week, with an advance reservation system. Performance statistics for FY 2018-19 to date are attached.

The Scope of Work based on demand and optimum utilization of resources includes:

1. Ten (10) ramp equipped minibuses
2. The service areas have different start and end times generally starting at 7:00AM and ending at 6:00PM.
3. A new name, brand and logo was created, owned by and consistent with other ICTC branded services known as “IVT RIDE” with the primary colors of yellow, black and white.

The IVT RIDE service contract was approved for a three-year term, with two additional one year option years. This five year term was structured so that it would provide the opportunity for ICTC to circulate another larger consolidated competitive bid for all four of the ICTC administered public transit services in FY 2019.

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

T:\projects\ictc\IVT RIDE 2019 ex Brawley et al MC

61
ICTC has come to recognize benefits including greater efficiencies, better coordination, enhanced communication, better compliance with regulations and cost savings through the consolidation of the management, dispatch, reservationists, maintenance etc. under one turnkey contractor with one administering agency. However, the current various public transit services contracts have different start and end dates, and it has created a disjointed competitive bid process.

ICTC has a large competitive bid underway for all four transit services that is expected to be completed in the next 90 days. This extension would be in place until the new contracts are awarded for service. The extension would be terminated for convenience at that time.

ICTC must use the option year pricing for this extension provided in the original competitive bid from 2014. There are no service changes anticipated at this time.

Funding for this project is identified in the ICTC FY 2019-20 Budget, specifically in the ICTC Overall Work Program and Budget/Transit Finance Plan; through the Local Transportation (LTA) 2% set aside and Transportation Development ACT (TDA) Funding, anticipated to be approved on June 26, 2019.

The original 2014 Request for Proposal, scope of work and all exhibits referenced are available for review at the ICTC administrative offices by request.

It is requested that the ICTC Management Committee recommend that the Commission review and approve, after any public comment received:

1. Authorize the Chairman to sign an extension to the operating agreement with FIRST TRANSIT, INC. for the operation of the IVT RIDE Paratransit Service for the period July 1, 2019 through June 30, 2020 with an annual not to exceed operating subsidy, with an annual not to exceed up to 5% marketing allowance, with an annual fuel escalator clause:
   A. Brawley Service Area - For the period July 1, 2019 through June 30, 2020, the annual not to exceed subsidy is set at $291,437.
   B. Calexico Service Area - For the period July 1, 2019 through June 30, 2020, the annual not to exceed subsidy is set at $409,961.
   C. Imperial Service Area - For the period July 1, 2019 through June 30, 2020, the annual not to exceed subsidy is set at $198,733.
   D. West Shores Service Area - For the period July 1, 2019 through June 30, 2020, the annual not to exceed subsidy is set at $75,875.

Sincerely,

MARK BAZA
Executive Director

BY: [Signature]

Kathi Williams
Transit Programs Manager

MB/ksw/cl

Attachments
<table>
<thead>
<tr>
<th>Annual</th>
<th>Mileage</th>
<th>Days</th>
<th>Hours</th>
<th>FTE</th>
<th>Pass</th>
<th>Fares</th>
<th>Cost</th>
<th>Subsidy</th>
<th>Pass/ Hour</th>
<th>Pass/ Day</th>
<th>Pass/ Mile</th>
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<th>Item</th>
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<td>fuel</td>
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<tr>
<td>marketing</td>
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<td>$13.50</td>
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<td>ICTC market</td>
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<th>Item</th>
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<tr>
<td>depreciation</td>
<td>$0.00</td>
</tr>
<tr>
<td>adj cost</td>
<td>$222,144.67</td>
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**NOTES:**

1. FY 2018-19 cumulative 10 month to date performance data
2. Performance Standards are based on original contract from FY 2014, and will be adjusted in the upcoming new contract cycle
3. Depreciation is added at year end and provides adjustment for farebox ratio calculation

T:\Projects\IVT RIDE\IVT Ride excel\Brawley\FY 2018-19\Brawley IVT RIDE 1819 summary
## IVT Ride Calexico
### FY 2018-19

<table>
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<tr>
<th>Annual</th>
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<th>Days</th>
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<th>FTE</th>
<th>Pass</th>
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<th>Cost</th>
<th>Subsidy</th>
<th>Hour</th>
<th>Day</th>
<th>Mile</th>
<th>FTE</th>
<th>Pass</th>
<th>Pass</th>
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<td>3.1%</td>
<td></td>
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```
- fuel: $0.00
- marketing: $39.00
- ICTC market: $1,452.31
```

```
- depreciation: $0.00
- adj cost: $351,556.49
```

Notes:
1. FY 2018-19 cumulative 10 month to date performance data
2. Performance Standards are based on original contract from FY 2014, and will be adjusted in the upcoming new contract cycle
3. Depreciation is added at year end and provides adjustment for farebox ratio calculation
## IVT Ride Imperial
### FY 2018-19

<table>
<thead>
<tr>
<th>Annual</th>
<th>Mileage</th>
<th>Days</th>
<th>Hours</th>
<th>FTE</th>
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<th>Fares</th>
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<th>Subsidy</th>
<th>Hour</th>
<th>Day</th>
<th>Mile</th>
<th>FTE</th>
<th>Pass</th>
<th>Pass</th>
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<th>Sub/</th>
<th>Cost/</th>
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<td>$62,825.18</td>
<td>$60,302.62</td>
<td>2.0</td>
<td>17.4</td>
<td>0.2</td>
<td>90.22</td>
<td>0.2</td>
<td>87.56</td>
<td>$38.86</td>
<td>$37.29</td>
<td>$72.46</td>
<td>$7.56</td>
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<td>2,062</td>
<td>23.58</td>
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<td>$5,235.60</td>
<td>$152,755.71</td>
<td>$147,520.11</td>
<td>1.8</td>
<td>16.1</td>
<td>0.2</td>
<td>87.46</td>
<td>0.2</td>
<td>87.79</td>
<td>$40.79</td>
<td>$39.39</td>
<td>$74.40</td>
<td>$7.98</td>
</tr>
</tbody>
</table>

**NOTES:**

1. FY 2018-19 cumulative 10 month to date performance data
2. Performance Standards are based on original contract from FY 2014, and will be adjusted in the upcoming new contract cycle
3. Depreciation is added at year end and provides adjustment for farebox ratio calculation

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T:\Projects\IVT RIDE\IVT Ride excel\Empire\FY 2018-19\Imperial IVT RIDE 1819summary
<table>
<thead>
<tr>
<th>Annual</th>
<th>Mileage</th>
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<th>Hours</th>
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<th>Cost</th>
<th>Subsidy</th>
<th>Pass/ Hour</th>
<th>Pass/ Day</th>
<th>Pass/ Mile</th>
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<td>1.2</td>
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<tr>
<td>Marketing</td>
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<td>ICTC market</td>
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<tr>
<td>Adj cost</td>
<td>$58,102.77</td>
<td>2.3%</td>
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</table>

NOTES:

1. FY 2018-19 cumulative 10 month to date performance data
2. Performance Standards are based on original contract from FY 2014, and will be adjusted in the upcoming new contract cycle
3. Depreciation is added at year end and provides adjustment for farebox ratio calculation
FIRST AMENDMENT TO AGREEMENT

(IVT RIDE)

THIS FIRST AMENDMENT TO AGREEMENT FOR PARATRANSIT SERVICES ("this Amendment"), made and entered into effective the _____ day of ________________, 2019, is by and between the IMPERIAL COUNTY TRANSPORTATION COMMISSION ("ICTC"), and FIRST TRANSIT, INC., a Delaware corporation authorized to conduct business in California ("Provider").

WITNESSETH

WHEREAS, ICTC entered into that certain Agreement dated September 24, 2014 (#6B), hereinafter the “Agreement”, and attached hereto as Exhibit “1”; and

WHEREAS, during the course of the performance of that Agreement the parties became aware that additional services should be performed for the completion of said Agreement; and

WHEREAS, the parties to that Agreement have identified the nature and cost of such additional work and wish to provide for completion of additional specialized work so identified; and

WHEREAS, the Agreement is due to expire on June 30, 2019 unless extended; and

WHEREAS, the Parties wish to extend this Agreement for an additional one (1) year from July 1, 2019 to June 30, 2020; and

WHEREAS, the Parties agree to make such modifications.

NOW THEREFORE, and in consideration of the promises and payments herein set forth, the parties agree as follows:

1. Paragraph 1.1 of the Agreement is hereby amended to read as follows:

"1.1. This Agreement shall commence on September 1, 2014 and shall continue through June 30, 2020."

2. Paragraph 8.1.1.6 of the Agreement is hereby amended to read as follows:

"8.1.1.6. BRAWLEY. For the period July 1, 2019 through June 30, 2020, the base cost is identified as $323,819.00. The farebox is established at ten percent (10%); therefore the annual not-to-exceed subsidy shall be $291,437."

3. Paragraph 8.1.2.6 of the Agreement is hereby amended to read as follows:
“8.1.2.6. CALEXICO. For the period July 1, 2019 through June 30, 2020, the base cost is identified as $455,512.00. The farebox is established at ten percent (10%); therefore the annual not-to-exceed subsidy shall be $409,961.”

4. Paragraph 8.1.3.6 of the Agreement is hereby amended to read as follows:

“8.1.3.6. IMPERIAL. For the period July 1, 2019 through June 30, 2020, the base cost is identified as $220,814.00. The farebox is established at ten percent (10%); therefore the annual not-to-exceed subsidy shall be $198,733.”

5. Paragraph 8.1.4.6 of the Agreement is hereby amended to read as follows:

“8.1.4.6. WEST SHORES. For the period July 1, 2019 through June 30, 2020, the base cost is identified as $79,868.00. The farebox is established at five percent (5%); therefore the annual not-to-exceed subsidy shall be $75,875.”

6. Paragraph 25.1 of the Agreement is hereby amended to read as follows:

“25.1 TERMINATION FOR CONVENIENCE

ICTC, by written notice, may terminate this Agreement, in whole or in part, when it is in ICTC’s interest. If this Agreement is terminated, ICTC shall be liable only for payment under the payment provisions of this Agreement for services rendered before the effective date of termination.”

7. In all other respects, the Agreement, as amended, remains in full force and effect.

8. This Amendment is effective as of the day and year first written above.

///

///

///

///

///

///

///

///

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

IMPERIAL COUNTY
TRANSPORTATION COMMISSION:

PROVIDER:
FIRST TRANSIT, INC.

By: ___________________________
   Chairman

By: ___________________________
   FADI CHAKBAZOF
   Senior Vice President

ATTEST:

_____________________________
CRISTI LERMA
Secretary to ICTC

APPROVED AS TO FORM:

_____________________________
KATHERINE TURNER
County Counsel

By: ___________________________
   Eric Havens
   Deputy County Counsel
H. Contract Extension for the IVT MedTrans; non-emergency transportation to medical facilities in San Diego - Operating Agreement, FY 2019-20
June 7, 2019

ICTC Management Committee
Imperial County Transportation Commission
1503 N. Imperial Ave. Suite 104
El Centro, CA 92243

SUBJECT: Contract Extension for the IVT MedTrans; non-emergency transportation to medical facilities in San Diego - Operating Agreement, FY 2019-20

Dear Committee Members:

The IVT Medtrans has been the public non-emergency transportation to medical facilities in the San Diego area and has been in existence since 1994. The service operates four days a week for disabled and transit dependent persons, with the focus on getting children to Rady’s Hospital for specialized services.

The service is designed for access to medical facilities, clinics and other medical services that are not available in Imperial Valley. The vehicles operated are lift equipped minibuses designed for the physically and/or cognitively disabled passenger. Currently, the service operates 4 days a week, with a 30 day advance reservation system. There is an average of 26 passenger trips a day and the farebox ratio is approximately 8.1%. Performance statistics for FY 2018-19 to date are attached.

The Scope of Work based on demand and optimum utilization of resources includes:

1. Two (2) minibuses alternating four days a week.
2. The two (2) minibuses leave at staggered hours; departing the Imperial Valley at approximately 7:00 AM and returning at approximately 3:00PM, and, departing the Imperial Valley at approximately 10:00 AM and returning at approximately 7:00PM.
3. A new name, brand and logo was created, owned by and consistent with other ICTC branded services known as “IVT MedTrans” with the primary colors of purple, black and white.

This contract is unique in service scope and vehicle sizes are typically smaller with high mileage requiring replacement more frequently.

The IVT MedTrans service contract was approved for a three-year term, with two additional one year option years. This five year term was structured so that it would provide the opportunity for ICTC to circulate another larger consolidated competitive bid for all four of the ICTC administered public transit services in FY 2019.
ICTC has come to recognize benefits including greater efficiencies, better coordination, enhanced communication, better compliance with regulations and cost savings through the consolidation of the management, dispatch, reservationists, maintenance etc. under one turnkey contractor with one administering agency. However, the current various public transit services contracts have different start and end dates, and it has created a disjointed competitive bid process.

ICTC has the large competitive bid underway for all four transit services that is expected to be completed in the next 90 days. This contract extension would be in place until new contracts are awarded for service. This extension would be terminated for convenience at that time.

ICTC must use the option year pricing for this contract extension provided in the original competitive bid from 2016. However, ICTC revised the farebox ratio downward from 15% to 10% in January 2019, and increased the fare price for the passengers. This results in an adjustment to the subsidy for First Transit Inc.

Funding for this project is identified in the ICTC FY 2019-20 Budget, specifically in the ICTC Overall Work Program and Budget/Transit Finance Plan; through federal grant and Transportation Development ACT (TDA) Funding, anticipated to be approved on June 26, 2019.

The original 2016 Request for Proposal, scope of work and all contract exhibits referenced are available for review at the ICTC administrative offices by request.

It is requested that ICTC Management Committee recommend that the Commission review and approve, after any public comment received:

1. Authorize the Chairman to sign a one year extension to the operating agreement with FIRST TRANSIT, INC. for the operation of the IVT MedTrans Paratransit Service, for the period July 1, 2019 through June 30, 2020, the annual not to exceed subsidy is set at $434,829, with an annual not to exceed up to 5% marketing allowance and an annual fuel escalator clause.

Sincerely,

MARK BAZA
Executive Director

BY: [Signature]

Kathi Williams
Transit Programs Manager

Attachment
FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT FOR MEDTRANS PARATRANSIT SERVICES ("this Amendment"), made and entered into effective the _____ day of __________________________ 2019, is by and between the IMPERIAL COUNTY TRANSPORTATION COMMISSION ("ICTC"), and FIRST TRANSIT, INC., a Delaware corporation authorized to conduct business in California ("Provider").

WITNESSETH

WHEREAS, ICTC entered into that certain Agreement dated April 21, 2016, hereinafter the "Agreement", and attached hereto as Exhibit “1”; and

WHEREAS, during the course of the performance of that Agreement the parties became aware that additional services should be performed for the completion of said Agreement; and

WHEREAS, the parties to that Agreement have identified the nature and cost of such additional work and wish to provide for completion of additional specialized work so identified; and

WHEREAS, the Agreement is due to expire on June 30, 2019 unless extended; and

WHEREAS, the Parties wish to extend this Agreement for an additional one (1) year from July 1, 2019 to June 30, 2020; and

WHEREAS, the Parties agree to make such modifications.

NOW THEREFORE, and in consideration of the promises and payments herein set forth, the parties agree as follows:

1. Paragraph 1.1 of the Agreement is hereby amended to read as follows:

"1.1. This Agreement shall commence on June 1, 2016 and shall continue through June 30, 2020."

2. Paragraph 8.3.4 of the Agreement is hereby amended to read as follows:

"8.3.4. For the period July 1, 2019 through June 30, 2020, the base price is identified as $483,143. The fare box is established at ten percent (10%); therefore the annual not-to-exceed subsidy shall be $434,829."

3. Paragraph 8.3.6 of the Agreement is hereby amended to read as follows:

1
“8.3.6. 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.”

4. Paragraph 25.1 of the Agreement is reiterated as follows:

“25.1 TERMINATION FOR CONVENIENCE
ICTC, by written notice, may terminate this Agreement, in whole or in part, when it is in ICTC’s interest. If this Agreement is terminated, ICTC shall be liable only for payment under the payment provisions of this Agreement for services rendered before the effective date of termination.”

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

6. This Amendment is effective as of the day and year first written above.

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

IMPERIAL COUNTY TRANSPORTATION COMMISSION: PROVIDER: FIRST TRANSIT, INC.

By: ____________________________  By: ____________________________
Chairman  FADI CHAKBAZ
Senior Vice President

ATTEST:

CRISTI LERMA  APPROVED AS TO FORM:
Secretary to ICTC  KATHERINE TURNER

APPROVED AS TO FORM:

By: ____________________________
Eric Havens  Deputy County Counsel

C:\Users\erichavens\Desktop\IVT MedTrans amendment 1 eh 4.24.19.docx
V. REPORTS

A. ICTC/LTA EXECUTIVE DIRECTOR REPORT
B. SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS REPORT
C. CALTRANS REPORTS
Memorandum

Date: June 7, 2019
To: ICTC Management Committee Members
From: Mark Baza, Executive Director
Re: Executive Director’s Report

The following is a summary of the Executive Director’s Report for the Commission Meeting on June 12, 2019

1) Forecast for July Management Committee and/or Commission Meetings:
   1. Long-term contracts for all transit operations: IVT, IVT Access, IVT Ride, IVT MedTrans
   2. Legal services contract adoption for ICTC and LTA
   3. FTA 5310 Grant Mobility Coordination Submittal
   4. ICTC Audit Report for FY 2017-18

2) Washington D.C. Mobility 21 Legislative Trip: On June 3rd to 5th Executive Director Baza and other members of Mobility 21 met with various representatives and/or staff to promote our Southern California federal transportation priorities. Notable priorities to: Provide a Long-Term Transportation Funding Solution; Restore the Highway Trust Fund with new revenues for highway and transit programs; and support programs that provide funds to freight corridors, such as, Imperial Valley’s agriculture exports and cross-border trade corridor with Mexico. Most representatives were supportive to these priorities, but were not optimistic of achieving a robust transportation bill before the election seems remote. Members of the Transportation and Infrastructure Committee will continue to pursue funding and program strategies.

With the help of County staff and DC Lobbyist, ED Baza also met with Border Patrol Management to request $2.3 million toward completion of the SR 86 Border Patrol Checkpoint Expansion – Positive support was expressed but no funds were committed. Additional efforts will be pursued to seek support from our California/Imperial representatives, and a specific letter of request to the Commissioner of Customs and Border Protection.

3) Assembly Bill 335 (Garcia): In December 2018, staff met with Assemblymember Eduardo Garcia and his staff to discuss legislation that would amend ICTC’s authority to include non-transportation programs. Draft legislation is starting to go through committees in Sacramento. The goal of the Bill is to give ICTC authority to address or carry out non-transportation programs. If we are successful the legislation will become effective in January 2020. The Bill was approved on Consent with the Assembly Transportation Committee on April 22, 2019, and is on Consent agenda with the Senate Transportation Committee on June 11, 2019.

4) Imperial Valley Economic Summit and General Assembly: The 5th Annual Imperial Valley Economic Summit and General Assembly was held on May 30, 2019. Our keynote speakers were Jim Madaffer of Enterprise, Inc. gave an overview of Smart and Connected Cities and future transportation technology; Michael Bracken of Development Management Group, gave a summary of Imperial Valley’s economy in relation to the State, National and World economy; Sunne Wright McPeak of California Emerging Technology Fund, provided an overview of Broadband technologies and opportunities for our communities; and, Bill Higgins of
California Association of Council of Governments, discussed ICTC’s future opportunities for non-transportation programs with the proposed passage of AB 335. Panel discussions included: “Access to Education”; “Environment”; “Access to Capital”; “Bi-national Opportunities” and, “Infrastructure.” We also had an overview of SCAG’s long-term regional transportation plan “Connect SoCal” by Kome Ajise, SCAG Executive Director. Thank you to all our speakers for your participation, and to all attendees for your continued support.

5) **I-8 / Imperial Avenue Interchange Reconstruction:** ICTC staff submitted the 2018 State Transportation Improvement Plan to the CTC on December 15, 2017. Caltrans is working to complete the right-of-way acquisition, utility relocation and final design. As presented to the CTC, the current schedule to begin construction is in FY 2019/2020. Mr. Baza presented the STIP recommendations to the CTC at the STIP Hearing on January 25, 2018. The 2018 STIP was adopted by CTC at the March 2018 meeting. ICTC staff coordinated a meeting with Caltrans and City of El Centro staff to discuss the project schedule of the interchange and the Imperial Avenue Extension South projects. The project schedules will be compatible and the closure of the I-8/Imperial Avenue Interchange Bridge is scheduled to begin February 2020.

6) **Calexico West Port of Entry Traffic Circulation Plan:** Caltrans authorized a special planning grant to perform a traffic management study to assist the City of Calexico and the Imperial Valley region to analyze and propose traffic management strategies and alternatives to serve traffic flow for the Calexico West Port of Entry expansion. SCAG, Caltrans and ICTC have led the Traffic Circulation Plan in partnership with the City of Calexico, Customs and Border Protection and General Services Administration. The Request for Proposals (RFP) was completed and the consultant selected was KOA. A series of public stakeholder meetings were held to develop the Plan in preparation for the north and southbound port of entry openings in July and September 2018. In November 2018, the consultant team conducted traffic counts and field observations to analyze the traffic after the north and southbound traffic shifts have been in operation and will be presenting draft recommendations for traffic management in preparation for the opening of Cesar Chavez Blvd. The technical workgroup met on March 5, 2019, to discuss the Draft Plan. A Public Workshop was held on April 18, 2019, at the Carmen Durazo Cultural Arts Center between the hours of 10:00 am to 1:00 pm and 3:00 pm to 6:00 pm. The draft Traffic Circulation Plan is scheduled for adoption at the June Commission meeting.

7) **State Route 86 (Northbound) Border Patrol Checkpoint:** In August 2017 following a year of coordination, Caltrans, the County of Imperial and ICTC met with CBP management and operations staff achieved consensus for a new conceptual alternative prepared by Caltrans. The LTA Board met on September 27, 2017, staff presented the Board with a fund request for $1.3 million from the 5% Regional Highway Set-Aside from the Measure D allocations. A Consultant Agreement with AECOM for design and construction engineering was approved by the LTA on February 28, 2018. Currently design is underway. A draft of 35% plans were completed and submitted for review on October 12, 2018. Input from all stakeholders is still pending to proceed with 65% design. A meeting was held on April 23rd at the ICTC offices to review the 65% design. A draft of 90% plans are scheduled for completion in August 2019.

8) **FY 2019 Public Transit Fare Analysis:** The Request for Proposal for a consultant for the ICTC FY 2019 Public Transit Fare Analysis was released on March 1, 2019. The project is for professional services to develop a Public Transit Fare Pricing Analysis. This planning document is expected to provide recommendations for the current fares/fee structure and media for the four public transit services under the Imperial Valley Transit brand for the next three to five years. The award recommendation was approved at the May 22, 2019 Commission meeting. AECOM was selected to complete the Analysis.

9) **FY 2019 IVT RIDE and IVT MedTrans Public Outreach and Marketing Projects:** The Request for Proposals for consultants for the ICTC FY 2019 IVT RIDE and IVT MedTrans Public Outreach and Marketing Projects were released on March 8, 2019. The projects are for professional services to continue the public outreach services and marketing currently in place in support of the IVT RIDE paratransit service and the IVT MedTrans paratransit service under the brand for the next three to five years. Recommendations will go to the Commission in June.

10) **FY 2019 IVT, IVT ACCESS, IVT RIDE and IVT MedTrans Public Transit Services Projects:** The four Request for Proposals for the continuation of the four public transit services were released on March 27, 2019.
The project is for professional services to continue the fixed route bus system and three paratransit services currently in place for the next three to five years. Proposals are due to the ICTC office on or before May 10, 2019. Recommendations will go to the Commission in June.

11) **Federal Triennial Review**: The Federal Transit Administration (FTA) is conducting a Triennial Review of the Imperial County Transportation Commission in early 2019. The review determines whether a grant recipient and its subrecipients are administering its FTA-funded programs in accordance with 49 U.S.C. Chapter 53, Federal transit law provisions. It assesses the recipient’s management practices and program implementation to ensure that the programs are administered in accordance with FTA requirements and are meeting program objectives. Grant subrecipients that may be included in this cycle include the Cities of Brawley, El Centro and Imperial for the transfer terminal projects. *Site visits are scheduled for October 2019.*

12) **SR-186 Bridge Replacement over the All American Canal**: Caltrans has led a feasibility study for the replacement of the SR-186 Bridge over the All American Canal. The stakeholders that have been involved in this effort include the U.S. Bureau of Reclamation (BOR), the Imperial Irrigation District (IID), Caltrans and ICTC. As a follow-up, BOR is moving forward with their commitment to issue a media release regarding the future public closure of the bridge carrying SR-186 over the All-American Canal. The BOR anticipates issuing the media release in 1-3 weeks requesting for Caltrans to provide a new public crossing by 2025 to ensure public access is maintained.

13) **Imperial Mexicali Binational Alliance Meeting**: An IMBA meeting was held at Imperial Valley College on May 9, 2019. This meeting focused on academic opportunities and partnerships in Imperial-Mexicali binational region.

14) **2018 Trade Corridor Enhancement Program**: The Trade Corridor Enhancement Program (TCEP), created by Senate Bill (SB) 1 (Beall, Chapter 5, Statutes of 2017), provides approximately $300 million annually for infrastructure improvements on federally designated Trade Corridors of National and Regional Significance, on the Primary Freight Network, and along other corridors that have a high volume of freight movement. ICTC in partnership with Caltrans and the San Diego Association of Governments (SANDAG) were successful in receiving TCEP funds for Advanced Technology Corridors at the California-Mexico Ports of Entry (POE). The goal project is to implement Intelligent Transportation System (ITS) strategies that will improve border travel delays. Some of the ITS strategies will include Bluetooth and Wi-Fi readers to help track vehicle delays, as well as implement changeable message signs on State Routes to inform border travelers of POE delays. Caltrans will serve as the implementing agency of this project and has an estimated completion date of early 2020. *Caltrans has initiated the environmental phase and preliminary design of the project. TCEP funds will be used in collaboration with the BUILD grant award for the design and construction phases.*

15) **State Legislation for Transportation Funding – SB 1 Road Maintenance and Rehabilitation Account (RMRA)**: $1.5 Billion annually will go to cities and counties for local road improvements. The following are projected annual revenues of RMRA for the Cities and the County of Imperial for FY 2018/2019. This list of projects for all cities and the county can also be found on the ICTC website at: [http://www.imperialctc.org/senate-bill-1/](http://www.imperialctc.org/senate-bill-1/)

The following is a list of projects funded by SB1 for FY 2018-2019.

<table>
<thead>
<tr>
<th>Agency</th>
<th>Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brawley</td>
<td>Rehabilitation of Legion Street from Highway 86 to Evelyn Street</td>
</tr>
<tr>
<td>Brawley</td>
<td>Street Rehabilitation – Phase 11</td>
</tr>
<tr>
<td>Calexico</td>
<td>Cesar Chavez Boulevard Improvement</td>
</tr>
<tr>
<td>Calexico</td>
<td>De Las Flores Street Improvement</td>
</tr>
<tr>
<td>Calexico</td>
<td>Second Street Bridge</td>
</tr>
<tr>
<td>Calipatria</td>
<td>Freeman Street Rehabilitation between Brown and Commercial Avenues</td>
</tr>
<tr>
<td>El Centro</td>
<td>2018 Streets Overlay and Rehabilitation Project</td>
</tr>
<tr>
<td>Holtville</td>
<td>Citywide Pavement Rehabilitation Project</td>
</tr>
<tr>
<td>Imperial</td>
<td>Storm Drain Installation – Northwest Quadrant of City – Continuing</td>
</tr>
<tr>
<td>Imperial County</td>
<td>Includes a total of 70 road improvement projects. List can be found on the</td>
</tr>
</tbody>
</table>
Below are the projected annual revenues for FY 2019/2020. Deadline to submit a list of projects to CTC is May 1, 2019. All Imperial County cities and the county are required to submit their list of projects in order to be eligible for funding distribution.

<table>
<thead>
<tr>
<th>Agency</th>
<th>RMRA Amount FY 2019-2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brawley</td>
<td>$453,796</td>
</tr>
<tr>
<td>Calexico</td>
<td>$681,911</td>
</tr>
<tr>
<td>Calipatria</td>
<td>$127,530</td>
</tr>
<tr>
<td>El Centro</td>
<td>$766,589</td>
</tr>
<tr>
<td>Holtville</td>
<td>$107,602</td>
</tr>
<tr>
<td>Imperial</td>
<td>$320,638</td>
</tr>
<tr>
<td>Westmorland</td>
<td>$38,483</td>
</tr>
<tr>
<td>County of Imperial</td>
<td>$7,501,204</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$9,997,753</strong>*</td>
</tr>
</tbody>
</table>


16) **Rio Vista and Pioneers Memorial Hospital Bus Stops**: ICTC has engaged in several discussions with the City of Brawley Staff regarding the potential relocation of the existing bus stops along Rio Vista Avenue/SR78 and at Pioneers Memorial Hospital. Caltrans is currently completing improvements to SR 78 and will be providing on street concrete bus pads with an approximate value of $80,000.

17) **2018 ICTC Bus Stop Bench and Shelter Inventory**: 2018 ICTC Bus Stop Bench and Shelter Inventory: The Project Consultant team Kimley Horn and Associates, and Agency Stakeholders from ICTC, Brawley, Calexico, El Centro and Imperial met on January 31, 2018 to review and discuss the current status of the ICTC Bus Stop Inventory, Signage Replacement and Technology Assessment Project. The items reviewed included the consultant prepared Bus Stop Inventory, Asset Condition Report, ADA Assessment Report, Bus Stop Usage Priority List and Bus Stop Signage installation parameters and requirements. ICTC and member agency staff have worked together to complete the priority list for implementation and pursuit of funding. Bus stop signage specifications with specific route information have been finalized. The consultant and staff are working towards finalizing the Technology Memorandum which will provide ICTC with possible technology solutions for the fixed route bus system. Staff anticipates providing a presentation of project materials at the July 2019 commission meeting.

18) **SCAG’s Sustainability Grant Program – Imperial County Regional Climate Action Plan**: ICTC was awarded a SCAG Sustainable Planning Grant to develop a Regional Climate Action Plan. ICTC staff will work in collaboration with SCAG staff to develop and release a request for proposal to select a consultant that will develop the Regional Climate Action Plan. ICTC will serve as the day to day project manager and SCAG staff will serve as the administrative project manager. The goal of the project is to develop a regional framework for addressing Green House Gas (GHG) emissions for a Regional Climate Action Plan that allows each local agency to customize and fit into the context of the community each jurisdiction serves, that can be used at the local level in the development of jurisdiction – specific Climate Action Plans (CAPs). ICTC and SCAG have completed the consultant selection process. A kick-off meeting is scheduled for late June.
19) **Calexico Intermodal Transportation Center (ITC):** A new Intermodal Transportation Center in the City of Calexico has been part of ICTC’s long range transit planning. The new Calexico ITC will serve as a regional mobility hub that will accommodate bus bays for Imperial Valley Transit in addition to the City of Calexico’s private transit operators, taxis and farm labor buses. ICTC received a Congestion Mitigation and Air Quality federal program fund to complete the environmental and design plans of the new Calexico ITC. ICTC staff is in the process of completing the contract award for a consultant firm that will complete the environmental and design phase. Currently, ICTC staff is completing the Caltrans award review process with multiple Caltrans’ departments. The ICTC Board adopted the agreement with Psomas on September 26, 2018. Environmental phase is in progress with consultant team and agency partners, including the City of Calexico, Caltrans and ICTC. Preliminary site analysis has been completed and a meeting was held at the Psomas office on April 3, 2019.

20) **State Route 98 and Cesar Chavez Blvd.:** As part of the POE Expansion project, SR-98 and Cesar Chavez Boulevard are being widened and improved to serve the expansion to the west. Caltrans’ SR-98 work between VV Williams and Ollie Avenue was completed in March 2018. Caltrans is working on a second segment on SR-98 between Rockwood Avenue and Ollie Avenue is in the design and right-of-way phase and is anticipated to begin construction in spring 2020. ICTC and Caltrans submitted a grant application through SB 1 Trade Corridor Enhancement Program. The CTC approved $3.4 million from the SB 1 Trade Corridor Enhancement Program to complete construction. Cesar Chavez Blvd is under construction by the City of Calexico and is scheduled for completion in June 2019. A ribbon cutting ceremony is currently scheduled for June 26, 2019 at 9 a.m. at Cesar Chavez and 2nd St.

21) **Calexico East Port of Entry Bridge Expansion over the All American Canal Project:** ICTC submitted the Calexico East Commercial Vehicle Port of Entry Expansion Project under the California Sustainable Freight Action Plan: Pilot Project Ideas. The proposed elements of the Calexico East Expansion include: bridge expansion, commercial vehicle primary inspection booths and road construction is estimated at $65 million. ICTC is pursuing discretionary freight program funding for the bridge expansion for an estimated total cost of $28 million. Pending the possible funds for the bridge expansion, ICTC will pursue a donation authority request to U.S. Customs and Border Protection. In October 2017, ICTC staff coordinated with Caltrans to submit an application for grant funding under the State’s Freight funding available under SB-1 and the State’s share of the 2015 federal transportation bill (FAST Act), response for this grant program in May 2018. The CTC approved our request for $3 million to complete the project approval and environmental process for the bridge expansion. On October 23, 2018, Caltrans and ICTC hosted a kick-off meeting with IID, GSA and Bureau of Reclamation at the ICTC Offices. An environmental staff meeting between project stakeholders was held on November 26, 2018. Caltrans staff is proceeding with the environmental document that is scheduled to be approved by May 2020.

In December 2018, ICTC was awarded a discretionary grant under U.S. Department of Transportation’s Better Utilizing Investments to Leverage Development (BUILD) grant in the amount $20 million. The funds will be utilized to complete design and construction costs of the widening of the bridge over the All-American Canal of the Calexico East Port of Entry. ICTC staff is working with U.S. Department of Transportation to complete the grant agreement. ICTC is submitting a request for advance construction and tapered match to advance the project along and meet the obligation deadline of September 2020.

22) **Heber Bus Stop & Pedestrian Access Improvements on State Route 86:** The community of Heber has had a need to improve pedestrian and bus stop access along State Route 86. The ICTC Commission granted the use of Regional Set-Aside Local Transportation Authority (LTA) funds for the project. Caltrans has served as the project lead; the first phase was recently completed in November 2017. Phase 1 included bench, bus shelter and ADA access improvements. Phase 2 was recently completed in mid-June 2018 and consisted of curb and sidewalks improvements from Parkyns Ave to Heber Ave. Phase 3 will also have curb and sidewalk improvements and is located between Heffernan to Parkyns Ave. ICTC participated in a Heber Community Outreach event together with County Public Works and led by Supervisor Plancarte. The County of Imperial discussed sidewalk pavement projects, and ICTC gave transit updates and a status of the SR-86 improvements. The Phase 3 construction improvements have been completed and project is nearing completion and closeout. A ribbon cutting will be scheduled soon.
23) State Legislation for Transportation Funding – SB 1 2018 Local Partnership Program (LPP): The 2018 Local Partnership Program is comprised of formulaic program and competitive programs. In FY2017/2018 total amount available statewide is $200M and distribution is 50/50 for both formulaic and competitive programs. The formulaic program share distributions for the Local Partnership Program were presented at the CTC meeting in December 6-7, 2017. During the meeting the CTC Commission took action and approved the distribution of funds for the formulaic portion, the funding share for Imperial County in FY2017/2018 is $538,000. For FY2017/2018, no projects were submitted for the formulaic program and funds will be rolled over to FY2018/2019. Currently, ICTC staff is working with the local agencies to submit project forms accordingly. Deadline to submit to ICTC is Friday, February 15, 2019 at end of day. All eligible projects will be forwarded to CTC for a May 2019 allocation vote.

The following is the list of projects for Imperial County:

<table>
<thead>
<tr>
<th>Agency</th>
<th>Project Name</th>
<th>LPP Formulaic Funds</th>
<th>Local Match</th>
<th>Total Cost</th>
<th>Proposed CTC Programming Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Calexico</td>
<td>Scaroni Road Improvements</td>
<td>$305,000</td>
<td>$550,000</td>
<td>$855,000</td>
<td>May 19/20</td>
</tr>
<tr>
<td>Calipatria</td>
<td>Calipatria Date Street Sidewalk Improvement Project</td>
<td>$41,000</td>
<td>$41,000</td>
<td>$82,000</td>
<td>May 19/20</td>
</tr>
<tr>
<td>County</td>
<td>Overlay of Picacho Road from Winterhaven Road to Quechan Drive</td>
<td>$523,000</td>
<td>$523,000</td>
<td>$1,046,000</td>
<td>May 19/20</td>
</tr>
<tr>
<td>Imperial</td>
<td>Aten/Clark Road Improvements</td>
<td>$154,000</td>
<td>$327,000</td>
<td>$481,000</td>
<td>May 19/20</td>
</tr>
<tr>
<td>Brawley</td>
<td>2020 Legion Street Improvements</td>
<td>$209,000</td>
<td>$209,000</td>
<td>$418,000</td>
<td>May 20/21</td>
</tr>
<tr>
<td>El Centro</td>
<td>Dogwood Road from Villa Road to Commercial Avenue</td>
<td>$339,000</td>
<td>$339,000</td>
<td>$678,000</td>
<td>May 20/21</td>
</tr>
<tr>
<td>Holtville</td>
<td>Orchard Road/Cedar Avenue</td>
<td>$60,000</td>
<td>$60,000</td>
<td>$120,000</td>
<td>May 20/21</td>
</tr>
</tbody>
</table>

The following is the link to the 2019 Local Partnership Program guidelines: http://catc.ca.gov/programs/sb1/lpp/docs/062719+Amended_LPP%20Guidelines.pdf

24) State and Federal funding Obligations: Beginning October 1, 2018, agencies are allowed to move forward with request for authorization (RFA) for Congestion Mitigation Air Quality (CMAQ), Regional Surface Transportation Program (RSTP) and Active Transportation Program (ATP) programmed in FY 2018/2019.

<table>
<thead>
<tr>
<th>Agency</th>
<th>Project Name</th>
<th>Funding Type</th>
<th>Phase</th>
<th>Federal Amount in FY2018/19</th>
<th>Local Match</th>
<th>Total Phase Cost</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brawley</td>
<td>Paving of dirt road Wildcat Dr. from S. Western Ave. to S. First St.</td>
<td>CMAQ</td>
<td>CON</td>
<td>$708,000</td>
<td>$92,000</td>
<td>$800,000</td>
<td>Completed for design. Will submit by May-June</td>
</tr>
<tr>
<td>Calipatria</td>
<td>Roadway and pedestrian improvements on N. Brown</td>
<td>CMAQ &amp; RSTP</td>
<td>CON</td>
<td>$958,000</td>
<td>$125,000</td>
<td>$1,083,000</td>
<td>Out to bid Mid-Feb</td>
</tr>
<tr>
<td>County</td>
<td>Description</td>
<td>Funding</td>
<td>Activated</td>
<td>Status</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>------------</td>
<td>-----------------------------------------------------------------------------</td>
<td>-----------</td>
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<td>---------------------------------------------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Imperial</td>
<td>from E. Alamo St. to Delta St.</td>
<td>CON-FTIP</td>
<td>$653,000</td>
<td>CON amendment</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Imperial</td>
<td>Heber Ave. from Hwy 86 to Correll Rd. and S. of Hwy 86 to Fawcett Rd.</td>
<td>ROW</td>
<td>$1,017,000</td>
<td>ROW certification. Submit by Mid-March</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Imperial</td>
<td>Conservation easement, access improvements, parking facilities at Desert Museum</td>
<td>PS&amp;E</td>
<td>$720,000</td>
<td>PS&amp;E completed. Will submit by end of March</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Imperial</td>
<td>Rio Vista St. in Community of Seeley</td>
<td>CMAQ</td>
<td>$145,000</td>
<td>Working with consultant. They advertise twice.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Imperial</td>
<td>Sidewalk improvements on Rio Vista St. in Seeley</td>
<td>CMAQ</td>
<td>$1,189,000</td>
<td>Early June to submit</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ICTC &amp; Caltrans</td>
<td>Calexico Est POE Truck Crossing Improvement</td>
<td>SB1 TCE</td>
<td>$3,000,000</td>
<td>SB-1 $$ has been obligated</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ICOE</td>
<td>Project Ride, Walk, Learn</td>
<td>ATP</td>
<td>$224,000</td>
<td>Obligate by March/April</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Westmorland</td>
<td>Paving of dirt roads H St. &amp; 8th St. segments</td>
<td>CMAQ</td>
<td>$350,000</td>
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Regional Total FY2018/2019 $12,616,000

25) Partnerships with IVEDC:

a) Southern Border Broadband Consortium (SBBC): ICTC in partnership with IVEDC received a California Advanced Services Regional Consortia Grant award of $450,000 from their Rural and Regional Consortia program. The grant covers a 3-year period. ICTC is fiscal agent and developed an MOU which defines roles and responsibilities (Audits, Administration and Project Management) for ICTC and IVEDC. Since the projects approval, IVEDC staff Sean Wilcock designed a new logo for SBBC to assist the clarity in larger marketing materials. An update was presented to the Commission at the August 2018 meeting. Currently, the project is in year two of the contract. In year two/quarter two, Ms. Barrett began working with other consortiums on the Caltrans Strategic Corridors Plan. SBBC submitted corridors that would need better broadband sources in Imperial and San Diego Counties. A new staff was hired during this time;
Mr. Rene Pollard has been attending meetings with Ms. Barrett since September. An Area Agency on Aging (AAA) Board Meeting was attended in October, along with another AAA event in Bombay Beach; and SBBC is planning to attend more AAA events to assist seniors attain internet access in their homes. The SBBC staff designed a USB with both their logo and AAA’s logo to hand out to seniors when they complete the “internet needs questionnaire” and has worked as a great incentive. Quarter two will conclude with a quarterly meeting on February 8th at the Calipatria School District Resource Fair this Spring.

b) The Brawley Transit Corridor Brownfield Assessment: ICTC in partnership with IVEDC received a U.S. Environmental Protection Agency (EPA) Brownfields Communitywide Assessment Grant award of $300,000 from the Environmental Protection Agency’s Brownfields Assessment Program. This assessment will be focused along the transit circulator route within the 13 mile Imperial Valley Transit’s (IVTs) Brawley Gold Line Transit Route and the Brawley Transit Center that serves as the IVTs North Imperial County transfer terminal. The commercial corridors in the target assessment area include over 100 known commercial properties and suspected historical gas station sites with known or suspected underground tanks in the target area. ICTC will be the fiscal agent and has developed an MOU which will define roles and responsibilities (Audits, Administration and Project Management) or ICTC and IVEDC. SCS Engineers have initiated early Tasks that include the Quality Assurance Project Plan (QAPP) and project management plan as required by EPA. The Steering Committee consisting of agency partners and stakeholders met on August 22, 2018. The draft QAPP is nearing completion. The first community outreach meeting was held on October 11, 2018. The consultant and IVEDC presented an overview of the project and the opportunities available for property owners to consider participating and requesting Phase 1 or 2 Brownfield Assessments. Currently we are processing 4 Property Eligibility applications with the Dept. of Toxic Substance Control (DTSC) which will be later submitted to the Environment Protect Agency for final approval. All 4 of these properties are seeking to redevelop or sell properties for redevelopment within the project’s subject area. These properties will be processed for Phase 1 and potentially Phase 2 Environmental Site Assessments to clear them of contamination concern or evaluate them for site cleanup planning if necessary.

26) California HERO Program: The California Hero Program was launched in April 2014 in Imperial County with ICTC as the administering agency. A copy of the program activity report up to May 2019 is attached for your review.

27) Community of Niland Bus Stop Bench and Shelter Request: The ICTC submitted a formal request to the California Department of Transportation (Caltrans) District 11 requesting their assistance in identifying a location for a bus stop bench and shelter in the Community of Niland along State Route 111 (SR-111). The shelter has been installed in an existing parking lot on the east side of SR-111.

28) Funding for Phase II of the Calexico West Port of Entry: As previously noted, Congress authorized $98 million for Phase 1. The U.S. General Services Administration (GSA) began construction for Phase 1 in December 2015 with completion now scheduled for July 2018. Phase 2A was awarded in the amount of $191 million and will include additional northbound vehicle lanes, permanent southbound inspection, new administration building, and employee parking. Funding for phase 2B has not been secured and work will include demolition of the old port building and construction of the new pedestrian building.

29) Westshores Transit Opportunities: As part of the Short Range Transit Plan, ICTC has explored connection opportunities with Sunline Transit who serves the Coachella Valley region. ICTC and Sunline Transit have discussed pursuing grant opportunities for interregional transit services to/from Westshores and Coachella. ICTC and Sunline Transit continue to have regular dialogue about the potential opportunities most recently engaging in discussions in January 2019. ICTC will be implementing an adjustment to the IVT Ride Westshores service to provide service to Eisenhower Medical Center on Bob Hope Drive and facilities ¾ of a mile from Highway 111 between Eisenhower Medical Center and Avenue 52 in Coachella. The service will operate every other Tuesday and reservations will be required. Service began on April 16, 2019. Staff will be completing outreach services in the Westshores area to inform the public of the change to the service.
30) **California-Baja California Binational Region:** A Fresh Look at Impacts of Border Delays: Building upon previous Caltrans, SANDAG, and ICTC studies, this project will refine the economic models developed to assess economic impacts of delays at the land ports of entry (POEs) between the San Diego and Imperial Counties region and Baja California, Mexico, on the border region economies. It will also estimate greenhouse gas (GHG) emissions of passenger and commercial vehicles due to northbound and southbound border delays at the six California POEs, and propose strategies to reduce GHG emissions at the border region. Lastly, extensive outreach to government agencies, local border communities, and private sector stakeholders was conducted. A final report is scheduled to be completed in the summer of 2019.

31) **Meetings attended on behalf of ICTC:**
- May 6-9, 2019 – Paratransit Management and Operations Training in Orlando, Florida (attended by staff)
- May 15, 2019 – ICTC Management Committee Meeting in El Centro
- May 17, 2019 – SCAG / CTC CEO’s and Regionwide CEO’s Meetings in Los Angeles
- May 17, 2019 – Mobility 21 Board and Advisory Board Meetings in Los Angeles
- May 22, 2019 – ICTC Budget Workshop at the County Administration Offices
- May 22, 2019 – ICTC Commission Meeting at the County Board Chambers
- May 24, 2019 – SANDAG Border’s Committee Meeting in San Diego
- May 30, 2019 – Imperial Valley Economic Summit and General Assembly at the Old Eucalyptus Schoolhouse
- June 3-5, 2019 – Mobility 21 Washington D.C. Legislative trip
- June 3-7, 2019 – Transit Academy in Austin, TX (attended by staff)
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<th>Launch Date</th>
<th>Eligible Housing Units</th>
<th>Total Applications Received</th>
<th>Applications Approved</th>
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<th>Jobs Created***</th>
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** Participation rate based off of funded projects
*** 1 job for every $117,000 invested.
Date: June 7, 2019
To: ICTC Management Committee
From: Cory Binns, Caltrans District 11, District Director
Re: District Director's Report

The following is the California Department of Transportation, District 11 report for the Imperial County Transportation Commission (ICTC) Management meeting of June 12, 2019:

1. Project Updates:

Please see maps at end of report for project level detail.

2. Construction:

Interstate 8 (I-8) Continuously Reinforced Concrete Pavement Project (CRCP):

I-8 CRCP Project was divided into five segments with segments 1-3 and 5 being complete. The entire project is scheduled for completion in 2019.

Segment 4: This segment is divided into two sections located near El Centro from west of I-8/SR-111 separation to just west of Anderholt Road overcrossing and from east of the East Highline Canal Bridge to west of the I-8/SR-98 separation. This segment began construction on July 10, 2017. Section One was fully open to traffic on September 28, 2018 with only minor work remaining which will cause temporary lane closures. On Section Two, westbound traffic was shifted onto Evan Hewes Highway on August 6, 2018 and paving has started in the westbound lanes. Work on Section Two is expected to continue through the end of 2019.
3. Traffic Operations:

SR-86/Customs & Border Protection Checkpoint Expansion

Caltrans provided a design alternative with cost estimate to ICTC. The design will allow for two lanes for use by CBP under a newly constructed canopy to be placed over SR-86, and two lanes of secondary inspection during peak periods, which should reduce or eliminate queuing of traffic during these time periods. This was approved by the Commission in late 2017.

AECom is awaiting comments and input from CBP, primarily electrical, before the 65% design plans can be completed. The last meeting was held in April 2019.

All American Canal Bridge/SR-186

The BOR has requested that Caltrans investigate constructing a separate structure over the All American Canal. Caltrans has agreed to do a Feasibility Study to look at options. On September 25, 2018 a meeting to review proposed alternatives was held with several of the agencies. Comments have been received from the various agencies and the feasibility report is complete.

SR-98 Intersection Improvements

Caltrans Maintenance crews have installed two rectangular rapid flashing beacons at the intersection of C.N. Perry and the ladder crosswalks pavement markings at Encinas Avenue on January 23, 2019. The ladder crosswalks at Rockwood Avenue were installed on January 29, 2019.

Two speed feedback signs were replaced at the original locations on January 31, 2019.

Additional school zone crosswalks at Andrade Avenue/Meadows Road and Rivera Street, as well as the “slow school xing” pavement markings located east and west of C.N. Perry will be updated by a separate Caltrans Construction project. It is expected that the installation of the additional pavement markings will be completed by June 2019.

4. Planning:

Calexico Traffic Management Plan

The Calexico West POE Expansion (Phase 1) is complete. The POE Expansion requires the City of Calexico to widen and improve Cesar Chavez Boulevard which will serve as future access to the POE.

The ribbon cutting ceremony for Cesar Chavez Boulevard will be held in late June, and the final report will be presented to ICTC Management and Commission in June.
Planning (continued):

SR-78/Glamis Grade Separated Crossing Feasibility Study

Caltrans was successful in obtaining State Planning and Research funds for a feasibility study to develop alternatives for a grade separated crossing over the Union Pacific rail line in Glamis. ITC will be the project manager for this study, and it is expected to begin in Fall 2019.

City of Calipatria – Railroad Corridor Multi-Use Bikeway Master Plan

The City of Calipatria was awarded a 2018-2019 Sustainable Communities Planning Grant administered by Caltrans for the development of a bikeway plan to connect the easterly area of Calipatria to the western side of the City and the development of a safe corridor to cross the Union Pacific Railroad.

This Railroad Corridor Multi-Use Master Plan will build upon the Bicycle Master Plan by combining Class I and Class II bikeways and providing additional linkages between the affected neighborhoods. This will provide the underserved community to the east of the railroad tracks with a safer crossing point to reach destinations on the west. It will also include landscaping features and possibly a sound wall to improve the quality of life of the residents.

A kick-off meeting was held in early December with the City of Calipatria, KOA Corporation (consultant), and Caltrans. The initial outreach was held on March 19, 2019, and the next outreach is expected in Fall 2019. This project will be complete in late 2019.

5. Senate Bill 1 Projects:

Caltrans is working on one remaining project in Imperial County that is funded through SB1. Two other projects involving bridge work and pavement overlays have already been completed.

- SR-111 & SR-98 Pavement Overlay - Construction began on September 17, 2018 and is expected to be complete in summer 2019.

An additional project which received funding from the CTC for the Design and Environmental phases, is the widening of the bridge over the All American Canal at the Calexico East POE. Caltrans is providing design and environmental services for this project.
6. Upcoming Projects:

For 2019, there are several projects that have been confirmed in the Caltrans Project Delivery Plan in Imperial County. They are:

- Culvert rehabilitation on SR-78, from approximately Midway Well to Palo Verde.
- Construction of the full replacement interchange at I-8 and Imperial Avenue.
- Widening on SR-98/SR-111, from Ollie to Rockwood.
- Upgrade curve warning signs along various routes.
- Paving on SR-86 from the SR-111/SR-86 junction to the City of El Centro.

As these projects move forward to construction, additional information will be provided.

7. Maintenance:

SR-86 Grinding and Overlay Project:

Maintenance recently completed grinding and overlays various sections of SR-86. Crack sealing is expected to start along SR-86 in mid-June 2019.

8. Local Assistance:

Inactive Projects

“Future Inactive” projects should be billed within the specified and agreed-upon timeframe to avoid deobligation of funds.

As of May 31, 2019, the inactive and future inactive list was updated. Action is required by the Imperial County Transportation Commission, as well as the cities of Brawley, and Calexico.

The next deadline to submit Inactive and Future Inactive invoices is August 20, 2019. District 11 must have complete and accurate invoices before this due date to avoid de-obligation of federal funds.

Verify by using the “Inactive” link shown below for exact Inactive Project dates. Note: An invoice is not cleared from either the “Inactive” or “Future Inactive” list until paid by the State Controller’s Office. Provided Local Agencies adhere to the format described in Chapter 5 of the Local Assistance Procedures Manual, invoices are typically paid by check within 60 days after receipt (or 50 days if paid through Electronic Funds Transfer).

A complete list of Inactive Projects can be found online.

http://www.dot.ca.gov/hq/LocalPrograms/Inactiveprojects.htm
Local Assistance (continued):

June 28, 2019 Deadline: DBE Annual Submittal & ADA Annual Certification Forms:

Just a reminder, please submit both the Local Agency Disadvantaged Business Enterprise (DBE) Annual Submittal Form (Exhibit 9-B) and Local Agency Americans with Disabilities Act (ADA) Annual Certification Form (Exhibit 9-C) before June 28, 2019, for the next Federal Fiscal Year (October 1, 2019 to September 30, 2020) per Local Assistance Procedures Manual (LAPM) Chapter 9, Sections 9.3 and 9.6.

With the 9-B transmittal, provide an organizational chart that includes the DBE Liaison Officer’s contact information. Note that failure to submit completed forms will result in delays to the processing of any Requests for Authorization.

Link to the Local Assistance Procedures Manual:

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

Mandatory Use of New LAPM Form 3-A, Request for Authorization (RFA):

Beginning April 1, 2019, project sponsors must use LAPM Form 3-A to request authorizations and adjustments for federal-aid projects. LAPM Form 3-A is on the LAPM Forms Page of the Local Assistance website, and prior duplicative forms are still available in the “Superseded by LAPM 3-A” section on the right-side column. These prior forms continue to be made available to help ensure continuity for projects in the middle of the Request for Authorization process. However, the current plan is to remove these prior forms from the LAPM Forms page and archive them.

After July 1, 2019, Requests for Authorization received using the prior forms will be returned to project sponsors for resubmittal using LAPM 3-A.

Caltrans developed this form to streamline the fund request process and consolidate multiple forms into one dynamic form. For more information, see Office Bulletin DLA-OB-18-03, Authorization/Adjustment Requests on the Caltrans LAPM Office Bulleting website and LAPM Form 3-A on the Caltrans LAPM Forms page. Please make sure to right-click on the form, save to your computer, then open from Adobe Acrobat/Reader. Otherwise, by just clicking the link, that form may not appear or work properly.

For questions, please contact Joseph Chua, Imperial County Area Engineer at 619-220-5386.

New Local Assistance Procedures: Construction Manager & General Contractor

On March 13, 2019, the Federal Highway Administration (FHWA) approved the “Local Assistance Procedures for Construction Manager and General Contractor”. FHWA provided guidance to Caltrans while developing the procedures and approved them for use on locally administered Federal-Aid projects.
Local Assistance (continued):

View the Local Assistance Procedures for Construction Manager and General Contractor tab via Local Assistance Policies and Procedures webpage.

http://www.dot.ca.gov/hq/LocalPrograms/public.htm

2016 Repurposed Projects: Need to Program/Obligate ASAP

Funding obligations for projects with 2016 Earmark Repurposing funds must be completed by September 30, 2019, or the funds will lapse. Below is the weblink to the FHWA approved list, with six projects located in Imperial County.

Some important items to remember:

- Agencies need to work with the MPO/RTPA (SCAG/ICTC) if the funds still need to be programmed this FFY, and require a formal amendment. Funds will be at greater risk of lapsing if not properly programmed. Once programmed, Requests for Authorization (the E76) must be sent to District 11 Local Assistance before July 1, 2019.

- If an agency plans to designate any of the funds for the Construction phase, the PE phase (including NEPA clearance) and R/W certification must be completed prior to the CON funding request; otherwise, CON funds will lapse.

Latest “2016 Repurposed Earmark Funds Expiring by 09/30/2019”


Since the Federal Aid Database System (FADS) tends to shut down prior to the Federal Fiscal Year (FFY) end in September, funds must be obligated no later than July/August 2019.

Federal Fiscal Year 2018/19 Requests for Authorization/Obligation Past Due

Every year, California makes a strong and concerted effort to participate in the federal August Redistribution (AR) exercise, which has been successful in garnering AR Obligation Authority (OA) to help fund projects when the FFY ends. Several conditions affect whether or not California projects receive such funding. Demonstrating that agencies from California need project funding immediately means that Caltrans received a Request for Authorization and has had enough time to enter an E76 request in the Federal Aid Database System. This information will be submitted to FHWA as part of the overall AR need for California.

Early RFA submittals minimize delay to obtaining fund authorizations. Please notify the Area Engineer of any pending requests.
Local Assistance (continued):

Division of Local Assistance Listserver Email Subscription

Sign up for a Division of Local Assistance “Listserver” to receive significant updates or additions to Local Assistance webpages, including changes to the Local Assistance Procedures Manual (LAPM) and Local Assistance Program Guidelines (LAPG), new Office Bulletins and Local Programs Procedures, as well as Calls for Projects.

http://lists.dot.ca.gov/mailman/listinfo/dla-website-updates-announce

Division of Local Assistance Blog (LAB)

A Caltrans Local Assistance Blog (LAB) provides clarity on issues and contributes to the successful delivery of transportation projects using federal resources. Categories covered by the LAB include: Subsidized Classes for Local Agencies, Policy/Procedures, Program Guidelines, Training, Environmental Review, and Right of Way.

http://www.localassistanceblog.com

Training

For questions or to register for any training, you may contact the District 11 Local Assistance Training Coordinator, Alma Sanchez, via email at Alma.Sanchez@dot.ca.gov or by phone at 619-278-3735.

Subsidized Classes for Local Agencies

The California Local Technical Assistance Program is a jointly funded effort between Caltrans and the FHWA to provide local governments with training, information, technology and direct assistance to help transportation infrastructure. Upcoming courses are listed at the following link:

http://registration.techtransfer.berkeley.edu/wconnect/ShowSchedule.awp?&Mode=GRO UP&Group=FULL&Title=Complete+Listing

Mandatory Requirements

DBE Methodology Update:

For all federal contracts (consultant and construction) advertised or authorized since October 1, 2018, local agencies must use the updated Local Assistance Procedures Manual Exhibit 9-D template to calculate Disadvantaged Business Enterprise (DBE) goals.

Download Updated Exhibit 9-D

http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/chapter9/9d20180830.xlsx
Local Assistance (continued):

Background: On July 31, 2018, Caltrans submitted a Proposed Overall DBE Goal and Methodology of 17.6% for 2018-19 through 2020-21 to the Federal Highway Administration. California must make efforts to achieve this target on all DBE commitments effective October 1, 2018. Updates to the DBE contract goal methodology now require federal local assistance contracts to base goals upon seven DBE firms per subcontractable task and factoring the total DBE work made available by 80%. Supply and trucking component calculations remain unchanged at 12% and 10%, respectively, for all tasks that are not determined to be subcontractable. The latest Local Assistance Procedures Manual forms can be found at

http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/lapmforms.htm

Title VI Nondiscrimination Program

A reminder that local agencies shall comply with all Title VI requirements. See LAPM Section 9.2, Title VI of the Civil Rights Act of 1964 and Related Statutes:

Title VI and the additional nondiscrimination requirements are applicable to all programs and activities administered by a recipient, in addition to programs receiving federal financial assistance, due to the Civil Rights Restoration Act of 1987. Nondiscrimination provisions apply to all programs and activities of federal-aid recipients, subrecipients, and contractors, regardless of tier (49 CFR 21).

The requirements include providing and maintaining the following, as detailed in LAPM Section 9.2: Title VI Nondiscrimination Statement, Assurances (as part of the Master Agreement and Program Supplement Agreement), Designation of a Title VI Coordinator, Complaint Procedures, Data Collection, Training, Limited English Proficiency (LEP) accessibility, Dissemination of Information, Contracts and Agreements, Environmental Justice, Public Hearings and Meetings, Right-of-Way activities, Construction contract compliance, Monitoring, and others.

Note that an agency is subject to a Title VI program and compliance review at any time by Caltrans, Division of Local Assistance.

Caltrans Division of Local Assistance has an updated Title VI website on “Filing a Complaint” as of March 20, 2019. The following link provides guidance to local agencies for processing Title VI complaints

http://www.dot.ca.gov/hq/LocalPrograms/TitleVI/filing.htm
Local Assistance (continued):

**TITLE VI: NONDISCRIMINATION PROGRAM**

**FILING A COMPLAINT**

The California Department of Transportation (Caltrans), under Title VI of the Civil Rights Act of 1964, prohibits discrimination based upon race, color, and national origin. Specifically, 42 USC 2000d states that "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The use of the word "person" is important as the protections afforded under Title VI apply to anyone, regardless of whether the individual is lawfully present in the United States or a citizen of a State within the United States.

All Title VI complaints may be filed by any individual or group who believes they have been excluded from participation in, denied benefits or services of any program or activities administered by Caltrans or its subrecipients, consultants, contractors, or suppliers on the basis of race, color, national origin, sex, disability, or age. Under no circumstance, is the complainant discouraged from filing a complaint.

If local agencies receive complaints, they must be forwarded to the Caltrans Office of Business and Economic Opportunity (OBEO), and Caltrans OBEO will forward the complaints to the Federal Highway Administration California Division Office or to the Federal Transit Administration. The complaint must be submitted in writing within 180 calendar days from the alleged occurrence unless the time for filing is extended. The complaint must be signed and dated by the individual or their representative.

Caltrans, its subrecipients, contractors, consultants, and/or suppliers are prohibited from intimidating or retaliating against any individual or group filing a Title VI and related statutes discrimination complaint.

For more information on the Caltrans Division of Local Assistance Title VI Program please [click here](#).

A person may file a complaint directly with:

**California Department of Transportation**
Office of Business & Economic Opportunity
1823 14th Street
Sacramento, CA 95811
Phone: 916-324-0449
Fax: 916-324-1949
TTY: 711
Email: Title VI@dot.ca.gov
1. SR-185/8 Interchange Improvements
2. SR-7 All American Canal Bridge Widening

DESIGN
3. SR-86/Dogwood Road Intersection Improvements*
   Design Complete Fall 2019
4. SR-86/SR-111 Intersection Improvements*
   Design Complete Fall 2019
5. I-8/Imperial Ave Interchange Improvements
   Design Complete Summer 2019
6. SR-98 Widening Phase 1C
   Offie Ave to Rockwood Ave
   Design Complete Summer 2019
7. SR-98 Pavement Rehabilitation
   Design Complete Spring 2020

CONSTRUCTION
8. SR-78/115 Culvert Repairs
   Construction Start Summer 2019
9. SR-86 Pavement Rehabilitation
   Construction Start Summer 2019
10. SR-111/SR-98 Pavement Rehabilitation
    Construction Complete Summer 2019
11. I-8 Pavement Rehabilitation at Various Locations
    Construction Complete Fall 2019
12. I-8 Pavement Rehabilitation at Ogilby Rd to SR-186
    Construction Complete Spring 2019
13. SR-111 Calexico West - GSA POE Reconfiguration*
    Construction Complete Spring 2019

RELINQUISHMENT
14. SR-86 Relinquishment From SR-78 to SR-111
    Senate Bill 788 Approved Fall 2013
15. SR-186 Relinquishment 500 Feet
    from Border to GSA*
    Complete Spring 2019

* The California Department of Transportation (Caltrans) is a partner in this study/program, although not the lead agency.
A. Forrester Road Project Study Report
   PSR Beginning Fall 2017 (K Phase)

B. Calexico Traffic Management Plan
   Spring 2018 - Summer 2019

C. Calipatria Proposed Railroad Corridor
   Multi-Use Bikeway Plan
   Winter 2018 - Spring 2020

D. City of El Centro Land Use, Mobility
   and Environmental Justice Elements
   Summer 2019 - Spring 2021

E. Climate Action Plan
   Summer 2019 - Summer 2021
A. Calexico West Port of Entry Traffic Circulation Plan
June 7, 2019

ICTC Management Committee
Imperial County Transportation Commission
1503 N. Imperial Ave Suite 104
El Centro, CA 92243

SUBJECT: Calexico West Port of Entry Traffic Circulation Plan

Dear Committee Members:

The completion of the Phase 1 Calexico West Port of Entry (POE) Expansion project and the Cesar Chavez Boulevard Widening project would bring about significant changes to traffic in the City of Calexico. Regional agencies such as the California Department of Transportation (Caltrans), the Southern California Association of Governments (SCAG) and the Imperial County Transportation Commission (ICTC) looked for opportunities to assist in this regional need. As a result, ICTC was awarded a State Planning and Research grant by Caltrans to analyze the traffic conditions related to the opening of the Calexico West POE Expansion project.

The Calexico West Port of Entry Traffic Circulation Plan was developed in partnership with the City of Calexico. The project team was comprised of Caltrans, City of Calexico Management, ICTC, SCAG, U.S. General Services Administration, U.S. Customs and Border Protection, and the consultant KOA Corporation. The goal of the project was to provide traffic circulation strategies to promote efficient mobility of border travel. The study also focused on reducing traffic delays and reducing the need for traffic control staff. The project began in April 2018 and during its development it has served as a tool to reach out to the community as different project milestones were met. In July 2018 the Calexico West POE new southbound access point was opened and in September 2018 the new northbound access point was opened. The last component of the project considered the opening of Cesar Chavez Boulevard widening project expected June 26, 2019. The different project milestones resulted in different traffic shifts to border travel in the City of Calexico. During the development of the Plan, the team conducted five Technical Working Group meetings and three full day Community Outreach Workshops. The Draft Final Plan attached to this report is intended to serve as a tool for the City of Calexico. The City will be able to use the Plan to make further adjustments to the traffic recommendations.

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

1. Approve the Calexico West Port of Entry Traffic Circulation Plan.

Sincerely,

MARK BAZA
Executive Director

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

T:\Projects\ICTC\Calexico TCP MC
B. ICTC Overall Work Program (OWP) and Budget FY 2018-2019
June 7, 2019

ICTC Management Committee
Imperial County Transportation Commission
1503 N. Imperial Avenue, Suite 104
El Centro, CA 92243

SUBJECT: Draft ICTC Overall Work Program (OWP) and Budget, FY 2019-20

Dear Committee Members:

The previous fiscal year of FY 2018-19 was another productive year for ICTC in partnership with our member agencies and our U.S. regional, state and federal transportation partners, such as, the Southern California Association of Governments (SCAG), California Department of Transportation (Caltrans), San Diego Association of Governments (SANDAG), California Transportation Commission (CTC), Federal Highway Administration (FHWA), Federal Transit Administration (FTA), U.S. Customs and Border Protection, the U.S. General Services Administration (GSA); and our cross-border partners in the City of Mexicali and State of Baja California, Mexico. The following are highlights of our major accomplishments initiated or completed during FY 2018-19:

- Completed the SR-98 Widening Project (from VV Williams to Ollie Ave.), $9 million
- Assisted the City of El Centro and Caltrans to complete environmental phase for new Imperial Avenue – South Extension Project
- Assisted the City of Calexico to achieve approval from the California Transportation Commission of $4.5 million allocation for Cesar Chavez Blvd. Widening Project
- Achieved approval for the 2018 State Transportation Improvement Program (STIP) that includes $44.2 million for the I-8 Imperial Avenue Interchange and ICTC’s Regional Plans and Program funds - The 2018 STIP was approved at the March 2018 CTC meeting. Construction will begin in January 2020.
- Submitted the 2019 Federal Transportation Improvement Program (FTIP) that includes $748 million for a combination of local roadway and bridge projects, Interstate 8, transit and other state highway pavement improvement projects - The 2019 FTIP is anticipated to be approved in December 2019
- Received award of $10 million from the CTC to complete SR-98 Widening (from VV Williams to Rockwood Ave.), Calexico East Bridge Expansion – $3 million (Design and Environmental), and $5 million for border crossing Intelligent Transportation System technology
- SR-98 Widening Project (VV Williams to Rockwood Avenue) will begin construction in early 2020.
- Calexico East Bridge Expansion – ICTC received a $20 million BUILD award from the U.S. Department of Transportation. Design Build to begin in Fall 2020.

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

T: ProjectName/FP ICTC 18-19 MC
ICTC Management Committee  Page 2  June 7, 2019

- Completed Heber / SR-86 Pedestrian/ADA and Bus Shelter Improvements
- Completed construction of the Imperial Transit Park located at the intersection of M St. and Barioni Blvd.
- Continued to add industry standard security cameras on all ICTC owned buses, transit maintenance facility and the newly constructed Imperial Transit Park
- Initiated the development and implementation of a Computer Aided Dispatch/Automatic Vehicle Location System (CAD/AVL) for all fixed route buses
- Initiated the Request for Proposals for the acquisition of transit operations services
- Continued to replace contractor owned vehicles, and, expanded the fleet for a total of sixty three (63) new buses and transit operation service vehicles to our IVT branded fleet.
- For FY 2018-19, managed and administered distribution of $14 Million in Measure D (half-cent sales tax) revenues for member agency road projects, and regional transit and highway projects
- In partnership with Western Riverside Council of Governments (WRCOG) and Renovate America implemented the HERO/PACE energy savings program that has completed $10.8 million in local residential projects and to date $43 million in projects have been approved
- Completed the following transit and transportation studies of regional or national significance:
  - Short Range Transit Plan (SRTP)
  - FY 2019-20 Unmet Transit Needs Public Hearing
  - Imperial Valley Transit Maintenance Audit
  - Calexico Traffic Circulation Plan
- In partnership with the Imperial Valley Economic Development Corporation (IVEDC) and SCAG hosted our fifth annual General Assembly and Economic Summit; and,
- Initiated the following studies in partnership with Caltrans, IVEDC, SCAG, and member agencies:
  - SR-78 Glamis Feasibility Study
  - Bus Stop Inventory and Information Study (Phase III)
  - Regional Climate Action Plan
  - Southern Border Broadband Consortium Study
  - Brawley Transit Corridor Brownfield Needs Assessment
  - Forrester Road – Project Study Report
  - Calexico Intermodal Transit Center – Design and Environmental Approval
  - Public Transit Fare Study

The studies initiated are scheduled to be in progress during the upcoming FY 2019-20.

The OWP and Budget is divided into four sections: the Budget Summary, and the core programs of Regional Transportation Planning and Programming, Transit Planning and Program Management and Regional Collaboration. Our Budget Summary contains all the program overviews and projections and is intended to provide a general understanding of ICTC’s budgeted activities and programs for the coming fiscal year. The total ICTC Budget is estimated at $17.2 million that will maintain our key services and programs; ICTC salaries and benefits; ICTC’s administration and operation costs; the 125 transit operations staff (bus drivers, dispatchers, supervisors and operation managers) and related contract costs. The $17.2 million budget amount does not include Measure D revenues, or state and federal funds allocated for state highways, local roads and bridges in Imperial Valley.

This budget proposes ICTC staffing of ten (11) full-time positions (two are grant funded limited term) to manage the programs and services described in this budget. The full-time positions includes two Office Technicians, one Secretary/Clerk to Commission, one Administrative Analyst, one Mobility Coordinator, five 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), agency administration and the Executive Director.

The budget includes funding for consultant and vendor services to continue to support the Commission’s administrative functions, i.e., accounts payable, accounts receivable, payroll, various program and fiscal audits, and support services for legal counsel, planning and project programming.
A workshop was conducted on May 22, 2019 and input was received from members of the Commission and the Management Committee.

The Draft Imperial County Transportation Commission (ICTC) FY 2019-2020 Overall Work Plan (OWP) and Budget is hereby presented for your review and recommendation prior to finalization for approval to our ICTC Board. Our Draft OWP and Budget is balanced and provides for development and implementation of vital transportation projects and programs for our region.

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

1. Adopt the Draft ICTC Overall Work Program (OWP) and Budget for FY 2019-2020.

Sincerely,

[Signature]

MARK BAZA  
Executive Director

MB/da/cl  
Attachments
## FY 2019-20 OWP Detailed Funding Sources with Budget Comparison

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<thead>
<tr>
<th></th>
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<th>Budget FY 2019-20</th>
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<td><strong>FEDERAL</strong></td>
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<td><strong>$14,165,355</strong></td>
<td><strong>$17,287,047</strong></td>
<td><strong>-5.4%</strong></td>
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## EXPENDITURES

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<td><strong>$0</strong></td>
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<td><strong>$189,000</strong></td>
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<td><strong>TOTAL</strong></td>
<td><strong>$18,266,095</strong></td>
<td><strong>$14,165,355</strong></td>
<td><strong>$17,287,047</strong></td>
<td><strong>-5.4%</strong></td>
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### Projected Revenues

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<th>2018-19</th>
<th>2019-20</th>
<th>SUBTOTAL 2019-20</th>
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<td>Fares</td>
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<td>Projected Revenues</td>
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<td>$343,161</td>
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<tr>
<td>PTMISEA</td>
<td>$787,377</td>
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<tr>
<td>TOTAL</td>
<td>$1,867,508</td>
<td>$1,159,820</td>
<td>-</td>
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<tr>
<td>Fares</td>
<td>$1,005,985</td>
<td>-</td>
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<tr>
<td>IVT RIDE</td>
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<td>CMAQ 2% and 5%</td>
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**Total:** $16,194,074
## Total Expenditures

<table>
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<tr>
<th>Activity</th>
<th>FY 2018-19</th>
<th>FY 19-20</th>
<th>%</th>
<th>FY 18-19</th>
<th>FY 19-20</th>
<th>%</th>
<th>FY 18-19</th>
<th>FY 19-20</th>
<th>%</th>
<th>FY 18-19</th>
<th>FY 19-20</th>
<th>%</th>
<th>FY 18-19</th>
<th>FY 19-20</th>
<th>%</th>
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<tbody>
<tr>
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<td>$1,711,332</td>
<td>$1,793,362</td>
<td>5%</td>
<td>$714,186</td>
<td>$1,020,891</td>
<td>43%</td>
<td>$408,000</td>
<td>$415,144</td>
<td>2%</td>
<td>$2,833,518</td>
<td>$3,229,497</td>
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<tr>
<td><strong>Administration and Operations Subtotal</strong></td>
<td></td>
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<tr>
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<td>$200,000</td>
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<td><strong>Professional and Specialized Projects and Services Subtotal</strong></td>
<td>$696,354</td>
<td>$767,377</td>
<td>13%</td>
<td>$249,953</td>
<td>$602,889</td>
<td>141%</td>
<td>$396,440</td>
<td>$404,644</td>
<td>2%</td>
<td>$1,342,747</td>
<td>$1,754,110</td>
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<tr>
<td>Total Revenues</td>
<td>$3,833,518</td>
<td>$4,329,497</td>
<td>14%</td>
<td>$2,833,518</td>
<td>$3,229,497</td>
<td>11%</td>
<td>$2,833,518</td>
<td>$3,229,497</td>
<td>11%</td>
<td>$2,833,518</td>
<td>$3,229,497</td>
<td>11%</td>
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### REVENUES

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<th>FY 19-20</th>
<th>%</th>
<th>FY 2018-19</th>
<th>FY 19-20</th>
<th>%</th>
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<tbody>
<tr>
<td><strong>Total Revenues</strong></td>
<td>$3,833,518</td>
<td>$4,329,497</td>
<td>14%</td>
<td>$2,833,518</td>
<td>$3,229,497</td>
<td>11%</td>
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### EXPENDITURES

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<th>%</th>
<th>FY 2018-19</th>
<th>FY 19-20</th>
<th>%</th>
<th>FY 2018-19</th>
<th>FY 19-20</th>
<th>%</th>
<th>FY 2018-19</th>
<th>FY 19-20</th>
<th>%</th>
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<tr>
<td><strong>Total Expenditures</strong></td>
<td>$1,711,332</td>
<td>$1,793,362</td>
<td>5%</td>
<td>$714,186</td>
<td>$1,020,891</td>
<td>43%</td>
<td>$408,000</td>
<td>$415,144</td>
<td>2%</td>
<td>$2,833,518</td>
<td>$3,229,497</td>
<td>14%</td>
</tr>
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</table>

### Administration and Operations

| Administration and Operations                                           | $200,000   | $200,000 | -  | $200,000 | $200,000 | -  | $200,000 | $200,000 | -  | $200,000 | $200,000 | -  |

### Professional and Specialized Projects and Services

| Professional and Specialized Projects and Services                      | $696,354   | $767,377 | 13% | $249,953 | $602,889 | 141% | $396,440 | $404,644 | 2% | $1,342,747 | $1,754,110 | 34% |

### FY 2019-20 PRIOR YEAR BUDGET COMPARISON - ADMINISTRATION, OPERATIONS AND PLANNING

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<th>FY 18-19</th>
<th>FY 19-20</th>
<th>%</th>
<th>FY 18-19</th>
<th>FY 19-20</th>
<th>%</th>
<th>FY 18-19</th>
<th>FY 19-20</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
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<td>$1,711,332</td>
<td>$1,793,362</td>
<td>5%</td>
<td>$714,186</td>
<td>$1,020,891</td>
<td>43%</td>
<td>$408,000</td>
<td>$415,144</td>
<td>2%</td>
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### Summary

- **Total Expenditures:** $1,711,332 (FY 2018-19) $1,793,362 (FY 19-20) 5% increase
- **Total Revenues:** $3,833,518 (FY 2018-19) $4,329,497 (FY 19-20) 14% increase
### REVENUES

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<th>Description</th>
<th>Amount</th>
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<td>State Aid Other - TDA</td>
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<td>C</td>
<td>FTA 5310 Mobility Management Program</td>
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<td>D</td>
<td>Local - Member Agency Contributions, SCAG Reimbursements and Reimbursement for Services Provided</td>
<td>$27,130</td>
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<tr>
<td>E</td>
<td><strong>Total Revenues</strong></td>
<td><strong>$1,793,362</strong></td>
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### EXPENDITURES

#### Administration and Operations

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<td>H</td>
<td>- SSTAC Subcommittee Admin</td>
<td></td>
</tr>
<tr>
<td>I</td>
<td>- ICTC Management Committee/Commission Admin</td>
<td></td>
</tr>
<tr>
<td>J</td>
<td>- TDA Finance Admin</td>
<td></td>
</tr>
<tr>
<td>K</td>
<td>- ADA Eligibility Certifications,CTSA Admin, UTN Admin</td>
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<tr>
<td>L</td>
<td>Stipend -Commissioners</td>
<td>$5,850</td>
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<td>M</td>
<td>Insurance - Liability</td>
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<td>Memberships, office exp, communications, IT, fuel and maint</td>
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<td>Legal notices, interpretive services</td>
<td>$5,000</td>
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<td>P</td>
<td>Rents, leases and utilities</td>
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<td>Regional Plans/Project Coordination, Webinars, Sp Dept Exp</td>
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<td>R</td>
<td>Training/Travel Expense</td>
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<td>S</td>
<td>Equipment</td>
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#### Professional and Specialized Projects and Services

<table>
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<th>Description</th>
<th>Amount</th>
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<td>U</td>
<td>Payroll vendor fees</td>
<td>$8,300</td>
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<tr>
<td>V</td>
<td>Website Consultation (<a href="http://www.imperialctc.org">www.imperialctc.org</a>)</td>
<td>$6,600</td>
</tr>
<tr>
<td>W</td>
<td>Legal Consultation</td>
<td>$20,000</td>
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<tr>
<td>X</td>
<td>COI Overhead Treasurer, Auditor Controller, GSA</td>
<td>$15,000</td>
</tr>
<tr>
<td>Y</td>
<td>CPA/auditors (external)</td>
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<tr>
<td>Z</td>
<td>HR Consultant</td>
<td>$15,000</td>
</tr>
<tr>
<td>AA</td>
<td>PM, Engineering Review and Support</td>
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<td>BB</td>
<td>Drug and Alcohol Audits</td>
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<tr>
<td>CC</td>
<td><strong>Total Projects,Services, Plans and Programs</strong></td>
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<td>DD</td>
<td>Bus Stop Signage</td>
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<td>Regional Fare Analysis</td>
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<td>IVT Maintenance Audit</td>
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<td>HH</td>
<td>2017 IVT Bus Operations Facility Eval</td>
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<td>II</td>
<td></td>
<td>$387,492</td>
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<td>JJ</td>
<td><strong>Total Projects,Services, Plans and Programs</strong></td>
<td><strong>$787,377</strong></td>
</tr>
<tr>
<td>KK</td>
<td><strong>Total Expenditures</strong></td>
<td><strong>$1,793,362</strong></td>
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## REVENUES

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<td>B 446010</td>
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</tr>
<tr>
<td>C 446445</td>
<td>State - STIP-PPM - SP &amp; R</td>
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</tr>
<tr>
<td>D 474005</td>
<td>LTA</td>
<td>$197,300</td>
</tr>
<tr>
<td>E 493000</td>
<td>Local - Member Agency Contributions, SCAG Reimbursements and Reimbursement for Services Provided</td>
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**F Total Revenues** $1,020,991

## EXPENDITURES

### Administration and Operations

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<th>Description</th>
<th>Amount</th>
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<td>G 501000/525010</td>
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<tr>
<td>I  - Contract admin: grants, reporting and oversight</td>
<td></td>
<td></td>
</tr>
<tr>
<td>J  - ICTC Management Committee/Commission Admin</td>
<td></td>
<td></td>
</tr>
<tr>
<td>K  - RTIP/ STIP and project coordination</td>
<td></td>
<td></td>
</tr>
<tr>
<td>L  - Interagency consultation, legislative affairs</td>
<td></td>
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<td>M 501140</td>
<td>Stipend - Commissioners</td>
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<td>N 517055</td>
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<td>Q 528000</td>
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<td>T 549000</td>
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**U Administration and Operations Subtotal** $418,902

### Professional and Specialized Projects and Services

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<td>X 525010</td>
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<td>Y 525010</td>
<td>HR Consultant Services</td>
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</tr>
<tr>
<td>EE 525010</td>
<td>SR-78 Glamis Study</td>
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**FF Total Projects, Services, Plans and Programs** $602,089

**GG Total Expenditures** $1,020,991
# Imperial County Transportation Commission FY 2019-20

## ICTC Regional Collaboration

### Revenues

<p>| | | | | | | |</p>
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<tr>
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### Expenditures

#### Administration and Operations

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<tr>
<td>E</td>
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<tr>
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<td></td>
<td>- Interagency consultation</td>
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#### Professional and Specialized Projects and Services

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</thead>
<tbody>
<tr>
<td>K</td>
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<td>IVEDC Administrative staffing and support</td>
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<td>L</td>
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<td>- Contract admin, grant reporting and oversight</td>
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<td>M</td>
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<td>Consultant Contract Labor</td>
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<td>N</td>
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<tr>
<td>O</td>
<td>525010</td>
<td>Environmental Engineering Consultant Services</td>
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<td>$239,455</td>
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<td><strong>$387,028</strong></td>
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<tr>
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<td><strong>Total Projects, Services, Plans and Programs</strong></td>
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<td><strong>$387,028</strong></td>
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**Note:**

- ICTC • Regional Collaboration 7577001
- Imperial County Transportation Commission FY 2019-20
- B:\ICTC Budget and Finance\19-20\ICTC 1920 regional collaboration draft
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<th>Agency</th>
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<th>Prior Year</th>
<th>Grand Total</th>
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<td>-</td>
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<td>CWTS - Yuma</td>
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<tr>
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<td>-</td>
<td>$45,000</td>
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<td>-</td>
<td>$50,000</td>
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<td>CA Trmnl maint</td>
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<td>Wntrhvn bus stp</td>
<td>$35,000</td>
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<td>ICTC Transp Plan</td>
<td>$343,161</td>
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<td>$343,161</td>
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<tr>
<td>Bikes/Peds 3%</td>
<td>$189,000</td>
<td>-</td>
<td>$189,000</td>
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<td>Capital outlay - veh</td>
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<td>-</td>
<td>$318,134</td>
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<td>Op reserve</td>
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<td>-</td>
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<td>Remainder Totals</td>
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<tr>
<td>Brawley</td>
<td>27,163</td>
<td>11,215</td>
<td>-</td>
<td>11,215</td>
<td>15.0%</td>
<td>$11,215</td>
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<tr>
<td>Calexico</td>
<td>42,098</td>
<td>17,381</td>
<td>-</td>
<td>17,381</td>
<td>23.2%</td>
<td>$17,381</td>
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<td>Calipatria</td>
<td>3,809</td>
<td>1,573</td>
<td>-</td>
<td>1,573</td>
<td>2.1%</td>
<td>$1,573</td>
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<td>18,758</td>
<td>-</td>
<td>18,758</td>
<td>25.0%</td>
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<td>Holtville</td>
<td>6,779</td>
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<td>-</td>
<td>2,799</td>
<td>3.7%</td>
<td>$2,799</td>
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<tr>
<td>Imperial</td>
<td>19,898</td>
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<td>8,215</td>
<td>11.0%</td>
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<tr>
<td>Westmorland</td>
<td>2,461</td>
<td>1,016</td>
<td>-</td>
<td>1,016</td>
<td>1.4%</td>
<td>$1,016</td>
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<tr>
<td>County</td>
<td>34,013</td>
<td>14,043</td>
<td>-</td>
<td>14,043</td>
<td>18.7%</td>
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<tr>
<td>Totals</td>
<td>181,653</td>
<td>75,000</td>
<td>-</td>
<td>75,000</td>
<td>100%</td>
<td>$75,000</td>
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</table>
### OPTION 3 (Population Distribution)

<table>
<thead>
<tr>
<th>AGENCY</th>
<th>*POPULATION</th>
<th>Base %</th>
<th>Base AMOUNT</th>
<th>Adjusted %</th>
<th>Adjusted AMOUNT</th>
<th>Quarterly Billing Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Brawley</td>
<td>27,163</td>
<td>15.0%</td>
<td>$14,953</td>
<td>12.4%</td>
<td>$12,413</td>
<td>$3,103.25</td>
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<tr>
<td>City of Calexico</td>
<td>42,098</td>
<td>23.2%</td>
<td>$23,175</td>
<td>19.2%</td>
<td>$19,238</td>
<td>$4,809.51</td>
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<tr>
<td>City of Calipatria</td>
<td>3,809</td>
<td>2.1%</td>
<td>$2,097</td>
<td>1.7%</td>
<td>$1,741</td>
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<td>$25,010</td>
<td>20.8%</td>
<td>$20,762</td>
<td>$5,190.40</td>
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<td>City of Holtville</td>
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<td>3.7%</td>
<td>$3,732</td>
<td>3.1%</td>
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<td>City of Imperial</td>
<td>19,898</td>
<td>11.0%</td>
<td>$10,954</td>
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<td>$9,093</td>
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<tr>
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<td>1.4%</td>
<td>$1,355</td>
<td>1.1%</td>
<td>$1,125</td>
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<td>County of Imperial</td>
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<td>15.5%</td>
<td>$15,543</td>
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<tr>
<td><strong>IID</strong></td>
<td>0</td>
<td>0.0%</td>
<td>-</td>
<td>17.0%</td>
<td>$16,988</td>
<td>$4,246.95</td>
</tr>
<tr>
<td>Total</td>
<td>181,653</td>
<td>100%</td>
<td>$100,000</td>
<td>100%</td>
<td>$100,000</td>
<td>$25,000.00</td>
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</table>

* population from Dept of Finance May 2019

** IID percentage is based on an average of the 4 largest agencies = 37,177 which equates to 17.0% and reduces the base amount for the remaining member agencies to $83,011

---

![Pie chart showing population distribution](image)

Brawley 27,163  
Calexico 42,098  
El Centro 45,432  
County 34,013  
average 37,177  

add IID average of the population to total population, then divide to get %

<table>
<thead>
<tr>
<th>Total</th>
<th>Base %</th>
<th>Base AMOUNT</th>
<th>Adjusted %</th>
<th>Adjusted AMOUNT</th>
<th>Quarterly Billing Amount</th>
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</thead>
<tbody>
<tr>
<td>181,653</td>
<td>37,177</td>
<td>/ 218,830</td>
<td>17.0%</td>
<td>$16,988</td>
<td>$4,246.95</td>
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<tr>
<td>37,177</td>
<td>$100,000</td>
<td>*</td>
<td>$16,988</td>
<td>$4,246.95</td>
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</tr>
<tr>
<td>218,830</td>
<td>$100,000</td>
<td>-</td>
<td>$83,012</td>
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</table>

formula approved by the ICTC May 2010 for $150K  
reduced in FY 2013-14 to $100K
C. Local Transportation Authority (LTA) 1% Administrative Budget
June 7, 2019

ICTC Management Committee
Local Transportation Authority
1503 N Imperial Ave., Suite 104
El Centro, CA 92243

SUBJECT: LTA Administrative Services Budget FY 2019-20

Dear Committee Members:

Attached, please find the Administrative Services Budget for the Local Transportation Authority (LTA). The Administrative Budget is funded by 1% of the revenues received annually for the LTA program. Staff has estimated costs for the auditing, legal, office expense and staff salaries associated for the proper oversight functions.

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

1. Approve the FY 2019-20 Administrative Services Budget for the Local Transportation Authority

Sincerely,

MARK BAZA
Executive Director

Attachment

MB/da/cl
### Imperial County Local Transportation Authority

#### REVENUES

<table>
<thead>
<tr>
<th>Description</th>
<th>Requested FY 2018-19</th>
<th>Estimated Actual FY 2018-19</th>
<th>Requested FY 2019-20</th>
<th>% Change</th>
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</thead>
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<tr>
<td>LOCAL TRANSPORTATION AUTHORITY 1% Administration (7418001)</td>
<td>$196,219</td>
<td>$195,797</td>
<td>$207,667</td>
<td>-6%</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$196,219</td>
<td>$195,797</td>
<td>$207,667</td>
<td>6%</td>
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#### EXPENSES

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<th>Requested FY 2018-19</th>
<th>Estimated Actual FY 2018-19</th>
<th>Requested FY 2019-20</th>
<th>% Change</th>
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<td>MEMBERSHIPS - Self Help Counties Coalition (SHCC)</td>
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<td>$2,800</td>
<td>$2,800</td>
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<td>OFFICE EXPENSE</td>
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<td>$1,200</td>
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<tr>
<td>LTA STAFFING &amp; SUPPORT (ICTC)</td>
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<td>$70,228</td>
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<td>24%</td>
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<tr>
<td>COI OVERHEAD</td>
<td>$0</td>
<td>$0</td>
<td>$5,000</td>
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<td>ICTC/LTA LEGAL SUPPORT (COUNTY OF IMPERIAL)</td>
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<td>$7,500</td>
<td>$10,000</td>
<td>33%</td>
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<td>MELLON BANK AGENT FEES</td>
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<td>INDEPENDENT CPA AUDIT SERVICES</td>
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<td>PUBL AND LEGAL NOTICES</td>
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<td>$315</td>
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<tr>
<td>WEBSITE</td>
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<tr>
<td>RENTS AND LEASES</td>
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<td>13%</td>
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<td><strong>TOTAL</strong></td>
<td>$196,219</td>
<td>$193,163</td>
<td>$207,667</td>
<td>8%</td>
</tr>
</tbody>
</table>
D. 2nd Competitive Bid for the IVT RIDE– Public Outreach and Marketing Services – FY 2020-2022
June 5, 2019

ICTC Management Committee
Imperial County Transportation Commission
1503 N. Imperial Ave Suite 104
El Centro, CA  92243

SUBJECT:  2nd Competitive Bid for the IVT RIDE – Public Outreach and Marketing Services – FY 2020-2022

Dear Committee Members:

In 2014, the Commission awarded a three year contract with two one year extensions to Spectrum Advertising, for the various activities associated with marketing of the IVT RIDE paratransit system. The scope included significant bilingual public outreach in the communities where IVT RIDE was launched focused on seniors and persons with disabilities. In addition, a brand and logo, a brochure and a website would be developed. The ensuing years would be focused on further marketing activities including but not limited to; advertisements, photography and other devices.

To date, the project has completed the branding with logo, the website, infomercials, photography and numerous public outreach events in the Imperial Valley.

The yellow and black logo’d bus with unique branding is very visible and becoming well established in the community. The website is user friendly, ADA compliant, bilingual and contains information for passengers and caregivers.

ICTC recently completed a second competitive bid focused on the continued public outreach and marketing for the IVT RIDE services.

Two proposals were again received; from Conveyor Group and Spectrum Advertising. The proposals were reviewed and scored by an Evaluation Committee comprised of staff from SCAG, the County Area Agency on Aging, Caltrans and ICTC on April 18, 2019.
The Evaluation Committee ultimately selected the most responsive proposal and recommended to the Executive Director that a contract be awarded to Spectrum.

Conveyor Group 695 hours for a price of $168,960 or $243.11/hour
Spectrum 518 hours for a price of $149,500 or $288.61/hour

The original Request for Proposal, scope of work and all exhibits referenced are available for review at the ICTC administrative offices by request.

Therefore, it is requested that Management Committee recommend that the Commission review and approve, after any public comment received:

1. Authorize the Chairman to sign the IVT RIDE Public Outreach and Marketing Consultant Agreement with the firm of NSD Investments Inc. DBA Spectrum Advertising for the not to exceed fee of $149,500, effective July 1, 2019 through June 30, 2022.

Sincerely,

MARK BAZA
Executive Director

BY: [Signature]

Kathi Williams
Transit Programs Manager

MB/ksw/cl
AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES ("Agreement"), made and entered into this _______ day of ______________, 2019, is by and between the IMPERIAL COUNTY TRANSPORTATION COMMISSION ("ICTC") and NSD INVESTMENTS, INC., an active California corporation doing business as Spectrum Advertising ("CONSULTANT") (individually, "Party;" collectively, "Parties").

WITNESSETH

WHEREAS, ICTC desires to retain a qualified individual, firm or business entity to provide professional services for IVT RIDE Public Outreach and Marketing Services ("the Project"); and

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

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

1. DEFINITIONS.
   1.1. "RFP" shall mean ICTC’s request for proposals entitled “Imperial County Transportation Commission (ICTC) Request for Proposal FY 2020-22 Public Outreach and Marketing for IVT RIDE” dated March 2019. The RFP is attached as Exhibit “A” and incorporated herein by this reference.
   1.2. "Proposal" shall mean CONSULTANT’s proposal entitled “RFP IVT RIDE Public Outreach and Marketing Services FY 2020-2022.” The Proposal is attached as Exhibit “B” and incorporated herein by this reference.

2. CONTRACT COORDINATION.

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

///

///
3. DESCRIPTION OF WORK.

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

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

4. WORK TO BE PERFORMED BY CONSULTANT.

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

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

4.3. CONSULTANT shall:

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

4.3.2. Use the standard of care usual to CONSULTANT's profession to keep itself fully informed of all applicable existing and proposed federal, state and local laws, ordinances, regulations, orders and decrees which may affect those engaged or employed under this Agreement, any materials used in CONSULTANT's performance under this Agreement or the conduct of the services under this Agreement;

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

4.3.4. Immediately report to ICTC in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders and decrees mentioned above in relation to any plans, drawings, specifications or provisions of this Agreement.

4.4. Any videotape, reports, information, data or other material given to, or prepared or assembled by, CONSULTANT pursuant to this Agreement shall be the property of ICTC and shall not be made available to any individual or organization by CONSULTANT without the prior written approval of
ICTC. The preceding restriction shall not apply to information which is in the public domain, was previously known to CONSULTANT, was acquired by CONSULTANT from others who have no confidential relationship to ICTC with respect to same, or which through no fault of CONSULTANT comes into the public domain. CONSULTANT shall not be restricted from releasing information, including confidential information, in response to a subpoena, court order, or other legal process. CONSULTANT shall not be required to resist such subpoena, court order, or legal process, but shall promptly notify ICTC in writing of the demand for information before responding to such demand.

5. REPRESENTATIONS BY CONSULTANT.

5.1. CONSULTANT understands and agrees that ICTC has limited knowledge in the multiple areas specified in the Proposal. CONSULTANT has represented itself to have experience in these fields and understands that ICTC is relying upon such representation.

5.2. Subject to 5.2.1, CONSULTANT represents and warrants that it is a lawful entity possessing all required licenses and authorities to do business in the State of California and perform all aspects of this Agreement.

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

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

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

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

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

The total compensation payable under this Agreement shall not exceed one hundred forty nine thousand five hundred dollars ($149,500) unless otherwise previously agreed to by ICTC, in the following format: FY 2019-2020: $49,700; FY 2020-2021: $49,900; FY 2021-2022: $49,900. The amounts can be rolled over or shared between years upon approval of ICTC.

7. **PAYMENT.**

CONSULTANT will bill ICTC on a time and material basis upon completion of the project or as set forth in the cost schedule attached hereto as Exhibit “C”. ICTC shall pay CONSULTANT for completed and approved services upon presentation of its itemized billing. Notwithstanding the foregoing, ICTC shall retain 10% of the total compensation until the work to be performed has been completed in accordance with this Agreement, as determined by ICTC, and payment in full of all subcontractors of CONSULTANT.

8. **METHOD OF PAYMENT.**

8.1 CONSULTANT shall at any time prior to the 15th day of any month, submit to ICTC a written claim for compensation for services performed. The claim shall be in a format approved by ICTC. CONSULTANT may expect to receive payment within a reasonable time thereafter and in any event in the normal course of business within thirty (30) days after the claim is submitted.

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

9.1. This Agreement shall commence on the date first written above and shall continue until June 30, 2022 unless otherwise terminated as provided herein.

9.2. Program scheduling shall be as described in Exhibit "A" unless revisions to Exhibit "A" are approved by both ICTC and CONSULTANT’s Contract Manager. Time extensions may be allowed for delays caused by ICTC, other governmental agencies, or factors not directly brought about by the negligence or lack of due care on the part of CONSULTANT.

10. **SUSPENSION OF AGREEMENT.**

ICTC shall have the authority to suspend this Agreement, wholly or in part, for such period as deemed necessary due to unfavorable conditions or to the failure on the part of CONSULTANT to perform any provision of this Agreement. CONSULTANT will be paid the compensation due and payable to the date of suspension.
11. SUSPENSION AND/OR TERMINATION.

11.1. ICTC retains the right to terminate this Agreement for any reason by notifying CONSULTANT in writing seven (7) days prior to termination and by paying the compensation due and payable to the date of termination; provided, however, if this Agreement is terminated for fault of CONSULTANT, ICTC shall be obligated to compensate CONSULTANT only for that portion of CONSULTANT’s services which have been performed in accordance with the terms and conditions of this Agreement. Said compensation is to be arrived at by mutual agreement between ICTC and CONSULTANT; should the Parties fail to agree on said compensation, an independent arbitrator shall be appointed and the decision of the arbitrator shall be binding upon the Parties.

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

12. INSPECTION.

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

13. OWNERSHIP OF MATERIALS.

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

14. INTEREST OF CONSULTANT.

14.1. CONSULTANT covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder.
14.2. CONSULTANT covenants that, in the performance of this Agreement, no sub-contractor or person having such an interest shall be employed.

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

15. INDEMNIFICATION.

A. Indemnity for Professional Services. To the furthest extent allowed by law, Consultant shall indemnify, hold harmless and defend ICTC and its members, board members, officers, officials, 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), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, its principals, officers, employees, agents or volunteers in the performance of professional services under this Agreement.

B. Other Indemnities. Other than in the performance of professional services, and to the fullest extent allowed by law, Consultant shall indemnify, hold harmless and defend ICTC and its members, board members, officers, officials, 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), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Consultant's obligations under the preceding sentence shall apply regardless of whether ICTC or any of its members, board members, officers, officials, employees, agents or 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 any of its members, board members, officers, officials, employees, agents or volunteers.

C. If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to indemnify, hold harmless and defend
ICTC and its members, board members, officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraphs.

D. This section shall survive termination or expiration of this Agreement.

16. **INDEPENDENT CONTRACTOR.**

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

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

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

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

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

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

16.6. ICTC shall not withhold or pay, on behalf of CONSULTANT, any Federal, State, or local tax, including, but not limited to, any personal income tax, owed by CONSULTANT.
16.7. CONSULTANT is, and at all times during the term of this Agreement, shall represent and conduct itself as an independent contractor, not as an employee of ICTC.

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

17. INSURANCE.

Throughout the life of this Agreement, Consultant 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) as may be authorized in writing 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 Agreement) with limits of liability of not less than the following:

$2,000,000 per occurrence for bodily injury and property damage

$1,000,000 per occurrence for personal and advertising injury

$4,000,000 aggregate for products and completed operations

$4,000,000 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 $2,000,000 per accident for bodily injury and property damage.
(iii) WORKERS' COMPENSATION insurance as required under the California Labor Code.

(iv) 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.

(v) PROFESSIONAL LIABILITY (Errors and Omissions) insurance appropriate to Consultant’s profession, with limits of liability of $2,000,000 per claim/occurrence and $2,000,000 policy aggregate.

In the event Consultant 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).

Consultant shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Consultant 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 in his/her sole discretion. 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 ICTC, its members, board members, officers, officials, employees and agents; or (ii) Consultant shall provide a financial guarantee, satisfactory to the ICTC’s Executive Director or his/her designee in his/her sole discretion, 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.

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, Consultant 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, Consultant 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.
The General Liability and Automobile Liability insurance policies shall be written on an occurrence form. The General Liability (including ongoing operations and completed operations) and Automobile Liability insurance policies shall name ICTC, its members, board members, officers, officials, employees and agents as an additional insured. All such policies of insurance shall be endorsed so Consultant’s insurance shall be primary and no contribution shall be required of ICTC, its members, board members, officers, officials, employees, agents or volunteers. The coverage(s) shall contain no special limitations on the scope of protection afforded to ICTC, its members, board members, officers, officials, employees and agents. The Workers’ Compensation insurance policy shall contain a waiver of subrogation as to ICTC, its members, board members, officers, employees, agents and volunteers. Should Consultant maintain insurance with broader coverage and/or limits of liability greater than those shown above, ICTC requires and shall be entitled to the broader coverage and/or the higher limits of liability maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to ICTC.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made coverage form:

(i) The retroactive date must be shown, and must be before the effective date of this Agreement or the commencement of work by Consultant.

(ii) Insurance must be maintained and evidence of insurance must be provided for at least 5 years after completion of the work or termination of the Agreement, whichever first occurs.

(iii) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement, or work commencement date, Consultant must purchase extended reporting period coverage for a minimum of 5 years after completion of the work or termination of the Agreement, whichever first occurs.

(iv) A copy of the claims reporting requirements must be submitted to ICTC for review.

(v) These requirements shall survive expiration or termination of the Agreement.

Consultant shall furnish ICTC with all certificate(s) and applicable endorsements effecting coverage required hereunder. All certificates and applicable endorsements are to be received and approved by ICTC’s Executive Director or his/her designee in his/her sole discretion prior to
ICTC's execution of the AGREEMENT and before work commences. Upon request of ICTC, Consultant shall immediately furnish ICTC with a complete copy of any insurance policy required under this Agreement, including all endorsements, 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.

If at any time during the life of the Agreement or any extension, Consultant or any of its sub-Consultants fail to maintain any required insurance in full force and effect, all work under this Agreement shall be discontinued immediately, 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 Consultant of its responsibilities under this Agreement.

The fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of Consultant, 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 policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Consultant, its principals, officers, agents, employees, persons under the supervision of Consultant, vendors, suppliers, invitees, sub-Consultants, or anyone employed directly or indirectly by any of them.

If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each sub-Consultant to provide insurance protection in favor of ICTC, its members, board members, officers, officials, employees, agents and volunteers in accordance with the terms of each of the preceding paragraphs, except that the sub-Consultant’s certificates and endorsements shall be on file with Consultant and ICTC prior to the commencement of any work by the sub-Consultant.
18. ASSIGNMENT.

Neither this Agreement nor any duties or obligations hereunder shall be assignable by CONSULTANT without the prior written consent of ICTC. CONSULTANT may employ other specialists to perform services as required with prior approval by ICTC.

19. NON-DISCRIMINATION.

During the performance of this Agreement, CONSULTANT shall not unlawfully discriminate against any employee or applicant for employment or employee of ICTC or member of the public because of race, religion, color, national status, age, or sex. CONSULTANT shall ensure that the evaluation and treatment of its employees and applicants for employment and employees and members of the public are free of such discrimination. CONSULTANT shall comply with all provisions of the Fair Employment and Housing Act (Government Code §12900, et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code §12900 set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONSULTANT shall abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CONSULTANT shall also abide by the American Disabilities Act and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CONSULTANT shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargain or other agreement. CONSULTANT shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work pursuant to this Agreement.

20. NOTICES AND REPORTS.

20.1. All notices and reports pursuant to this Agreement shall be in writing and may be given by personal delivery or by mailing by certified mail, addressed as follows:

ICTC
Attn: Executive Director
Imperial County Transportation Commission
1503 N. Imperial Ave., Ste 104
El Centro, CA 92243

CONSULTANT
Attn: Project Manager
Spectrum Advertising
770 W. Main Street
El Centro, CA 92243
20.2. All notices and reports pursuant to this Agreement may be given by personal delivery or by mailing by certified mail at such other address as either Party may designate in a notice to the other Party given in such manner.

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

21. ENTIRE AGREEMENT.

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

22. MODIFICATION.

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

23. PARTIAL INVALIDITY.

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

24. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.

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

25. WAIVER.

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

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

27. **ATTORNEY'S FEES.**

If either Party herein brings an action to enforce the terms thereof or declare rights hereunder, each Party in any such action, on trial or appeal, shall bear its own attorney's fees and costs.

28. **AUTHORITY.**

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

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

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

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

29. **COUNTERPARTS.**

This Agreement may be executed in counterparts.

30. **REVIEW OF AGREEMENT TERMS.**

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

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

IMPERIAL COUNTY TRANSPORTATION COMMISSION:

Chair

ATTEST:

CRISTI LERMA
Secretary to the Commission

CONSULTANT:

NSD INVESTMENTS, INC.
dba Spectrum Advertising

By: MARY ZIMMER
Vice President

APPROVED AS TO FORM:

KATHERINE TURNER
COUNTY COUNSEL

By: Eric Havens
Deputy County Counsel
E. 2nd Competitive Bid for the IVT MedTrans Paratransit—Public Outreach and Marketing Services – FY 2020-2022
June 5, 2019

ICTC Management Committee
Imperial County Transportation Commission
1503 N. Imperial Ave Suite 104
El Centro, CA 92243

SUBJECT: 2nd Competitive Bid for the IVT MedTrans Paratransit—Public Outreach and Marketing Services – FY 2020-2022

Dear Committee Members:

In 2016, the Commission awarded a three year contract for the Public Outreach, Branding and Marketing Services for the IVT MedTrans when it was launched. The scope included bilingual public outreach focused on medical care providers, hospital staff and others involved with the care of transit dependent, seniors, persons with disabilities and veterans. In addition, a brand and logo, and a website would be developed. The ensuing two years would be focused on further marketing activities including but not limited to; radio advertisements, photography, brochures and other devices.

To date, the project has completed the branding with logo, the website, television and radio commercials, photography and numerous public outreach events in the Imperial Valley, as well as in San Diego.

The purple logo’d bus with unique branding is very visible and becoming well established in the community. The website is user friendly, ADA compliant, bilingual and contains calendar and schedule information so that medical offices and passengers can utilize it to schedule trips for appointments. The television commercial has generated approximately 45 additional phone calls in the last month.

ICTC recently completed a second competitive bid focused on the continued public outreach and marketing for the IVT MedTrans services.

Two proposals were again received; from Conveyor Group and Spectrum Advertising. The proposals were reviewed and scored by an Evaluation Committee comprised of staff from SCAG, the County Health Department, Caltrans and ICTC on April 18, 2019.

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

June 5, 2019

The Evaluation Committee ultimately selected the most responsive proposal and recommended to the Executive Director that a contract be awarded to Conveyor Group.

Conveyor Group  536 hours for a price of $149,280 or $278.51/hour
Spectrum  436 hours for a price of $141,400 or $324.31/hour

The original Request for Proposal, scope of work and all exhibits referenced are available for review at the ICTC administrative offices by request.

Therefore, it is requested that Management Committee recommend that the Commission review and approve, after any public comment received:

1. Authorize the Chairman to sign the IVT MedTrans Public Outreach and Marketing Consultant Agreement with the firm of Franklin Lee Enterprises L.L.C. dba CONVEYOR GROUP, for the not to exceed fee of $149,820, effective July 1, 2019 through June 30, 2022.

Sincerely,

MARK BAZA
Executive Director

BY: [Signature]

Kathi Williams
Transit Programs Manager

MB/ksw/cl
AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES ("Agreement"), made and entered into this ______ day of ______________, 2019, is by and between the IMPERIAL COUNTY TRANSPORTATION COMMISSION ("ICTC") and FRANKLIN LEE ENTERPRISES, L.L.C., an active California limited liability company doing business as Conveyor Group ("CONSULTANT") (individually, "Party;" collectively, "Parties").

WITNESSETH

WHEREAS, ICTC desires to retain a qualified individual, firm or business entity to provide professional services for IVT MedTrans Public Outreach and Marketing Services ("the Project"); and

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

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

1. DEFINITIONS.

1.1. "RFP" shall mean ICTC’s request for proposals entitled “Imperial County Transportation Commission (ICTC) Request for Proposal FY 2020-22 Public Outreach and Marketing for IVT MedTrans” dated March 2019. The RFP is attached as Exhibit "A" and incorporated herein by this reference.


2. CONTRACT COORDINATION.

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

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3. DESCRIPTION OF WORK.

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

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

4. WORK TO BE PERFORMED BY CONSULTANT.

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

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

4.3. CONSULTANT shall:

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

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

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

4.3.4. Immediately report to ICTC in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders and decrees mentioned above in relation to any plans, drawings, specifications or provisions of this Agreement.

4.4. Any videotape, reports, information, data or other material given to, or prepared or assembled by, CONSULTANT pursuant to this Agreement shall be the property of ICTC and shall not be made available to any individual or organization by CONSULTANT without the prior written approval of
ICTC. The preceding restriction shall not apply to information which is in the public domain, was previously known to CONSULTANT, was acquired by CONSULTANT from others who have no confidential relationship to ICTC with respect to same, or which through no fault of CONSULTANT comes into the public domain. CONSULTANT shall not be restricted from releasing information, including confidential information, in response to a subpoena, court order, or other legal process. CONSULTANT shall not be required to resist such subpoena, court order, or legal process, but shall promptly notify ICTC in writing of the demand for information before responding to such demand.

5. REPRESENTATIONS BY CONSULTANT.

5.1. CONSULTANT understands and agrees that ICTC has limited knowledge in the multiple areas specified in the Proposal. CONSULTANT has represented itself to have experience in these fields and understands that ICTC is relying upon such representation.

5.2. Subject to 5.2.1, CONSULTANT represents and warrants that it is a lawful entity possessing all required licenses and authorities to do business in the State of California and perform all aspects of this Agreement.

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

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

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

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

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

The total compensation payable under this Agreement shall not exceed one hundred forty nine thousand two hundred eighty dollars ($149,280) unless otherwise previously agreed to by ICTC, in the following format: FY 2019-2020: $49,890; FY 2020-2021: $49,620; FY 2021-2022: $49,770. These amounts can be rolled over or shared between years upon approval of ICTC.

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CONSULTANT will bill ICTC on a time and material basis upon completion of the project or as set forth in the cost schedule attached hereto as Exhibit “C”. ICTC shall pay CONSULTANT for completed and approved services upon presentation of its itemized billing. Notwithstanding the foregoing, ICTC shall retain 10% of the total compensation until the work to be performed has been completed in accordance with this Agreement, as determined by ICTC, and payment in full of all subcontractors of CONSULTANT.

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8.1 CONSULTANT shall at any time prior to the 15th day of any month, submit to ICTC a written claim for compensation for services performed. The claim shall be in a format approved by ICTC. CONSULTANT may expect to receive payment within a reasonable time thereafter and in any event in the normal course of business within thirty (30) days after the claim is submitted.

9. TERM AND TIME FOR COMPLETION OF THE WORK.

9.1. This Agreement shall commence on the date first written above and shall continue until June 30, 2022 unless otherwise terminated as provided herein.

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

S:\Departments\ICTC\Action Request\2019\19-0425 ICTC MedTrans Outreach with CONVEYOR\IVT MedTrans marketing Conveyor Group 2019.doc
11. SUSPENSION AND/OR TERMINATION.

11.1. ICTC retains the right to terminate this Agreement for any reason by notifying CONSULTANT in writing seven (7) days prior to termination and by paying the compensation due and payable to the date of termination; provided, however, if this Agreement is terminated for fault of CONSULTANT, ICTC shall be obligated to compensate CONSULTANT only for that portion of CONSULTANT's services which have been performed in accordance with the terms and conditions of this Agreement. Said compensation is to be arrived at by mutual agreement between ICTC and CONSULTANT; should the Parties fail to agree on said compensation, an independent arbitrator shall be appointed and the decision of the arbitrator shall be binding upon the Parties.

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

12. INSPECTION.

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

13. OWNERSHIP OF MATERIALS.

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

14. INTEREST OF CONSULTANT.

14.1. CONSULTANT covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder.
14.2. CONSULTANT covenants that, in the performance of this Agreement, no sub-contractor or person having such an interest shall be employed.

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

15. INDEMNIFICATION.

A. Indemnity for Professional Services. To the furthest extent allowed by law, Consultant shall indemnify, hold harmless and defend ICTC and its members, board members, officers, officials, 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), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, its principals, officers, employees, agents or volunteers in the performance of professional services under this Agreement.

B. Other Indemnities. Other than in the performance of professional services, and to the fullest extent allowed by law, Consultant shall indemnify, hold harmless and defend ICTC and its members, board members, officers, officials, 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), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Consultant's obligations under the preceding sentence shall apply regardless of whether ICTC or any of its members, board members, officers, officials, employees, agents or 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 any of its members, board members, officers, officials, employees, agents or volunteers.

C. If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to indemnify, hold harmless and defend...
ICTC and its members, board members, officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraphs.

D. This section shall survive termination or expiration of this Agreement.

16. INDEPENDENT CONTRACTOR.

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

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

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

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

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

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

16.6. ICTC shall not withhold or pay, on behalf of CONSULTANT, any Federal, State, or local tax, including, but not limited to, any personal income tax, owed by CONSULTANT.
16.7. CONSULTANT is, and at all times during the term of this Agreement, shall represent and conduct itself as an independent contractor, not as an employee of ICTC.

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

17. INSURANCE.

Throughout the life of this Agreement, Consultant 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) as may be authorized in writing 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 Agreement) with limits of liability of not less than the following:

$2,000,000 per occurrence for bodily injury and property damage

$1,000,000 per occurrence for personal and advertising injury

$4,000,000 aggregate for products and completed operations

$4,000,000 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 $2,000,000 per accident for bodily injury and property damage.
(iii) WORKERS' COMPENSATION insurance as required under the California Labor Code.

(iv) 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.

(v) PROFESSIONAL LIABILITY (Errors and Omissions) insurance appropriate to Consultant's profession, with limits of liability of $2,000,000 per claim/occurrence and $2,000,000 policy aggregate.

In the event Consultant 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).

Consultant shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Consultant 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 in his/her sole discretion. 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 ICTC, its members, board members, officers, officials, employees and agents; or (ii) Consultant shall provide a financial guarantee, satisfactory to the ICTC's Executive Director or his/her designee in his/her sole discretion, 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.

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, Consultant 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, Consultant 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.
The General Liability and Automobile Liability insurance policies shall be written on an occurrence form. The General Liability (including ongoing operations and completed operations) and Automobile Liability insurance policies shall name ICTC, its members, board members, officers, officials, employees and agents as an additional insured. All such policies of insurance shall be endorsed so Consultant’s insurance shall be primary and no contribution shall be required of ICTC, its members, board members, officers, officials, employees, agents or volunteers. The coverage(s) shall contain no special limitations on the scope of protection afforded to ICTC, its members, board members, officers, officials, employees and agents. The Workers’ Compensation insurance policy shall contain a waiver of subrogation as to ICTC, its members, board members, officers, employees, agents and volunteers. Should Consultant maintain insurance with broader coverage and/or limits of liability greater than those shown above, ICTC requires and shall be entitled to the broader coverage and/or the higher limits of liability maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to ICTC.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made coverage form:

(i) The retroactive date must be shown, and must be before the effective date of this Agreement or the commencement of work by Consultant.

(ii) Insurance must be maintained and evidence of insurance must be provided for at least 5 years after completion of the work or termination of the Agreement, whichever first occurs.

(iii) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement, or work commencement date, Consultant must purchase extended reporting period coverage for a minimum of 5 years after completion of the work or termination of the Agreement, whichever first occurs.

(iv) A copy of the claims reporting requirements must be submitted to ICTC for review.

(v) These requirements shall survive expiration or termination of the Agreement.

Consultant shall furnish ICTC with all certificate(s) and applicable endorsements effecting coverage required hereunder. All certificates and applicable endorsements are to be received and approved by ICTC’s Executive Director or his/her designee in his/her sole discretion prior to
ICTC's execution of the AGREEMENT and before work commences. Upon request of ICTC, Consultant shall immediately furnish ICTC with a complete copy of any insurance policy required under this Agreement, including all endorsements, 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.

If at any time during the life of the Agreement or any extension, Consultant or any of its sub-Consultants fail to maintain any required insurance in full force and effect, all work under this Agreement shall be discontinued immediately, 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 Consultant of its responsibilities under this Agreement.

The fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of Consultant, 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 policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Consultant, its principals, officers, agents, employees, persons under the supervision of Consultant, vendors, suppliers, invitees, sub-Consultants, or anyone employed directly or indirectly by any of them.

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

Neither this Agreement nor any duties or obligations hereunder shall be assignable by CONSULTANT without the prior written consent of ICTC. CONSULTANT may employ other specialists to perform services as required with prior approval by ICTC.

19. NON-Discrimination.

During the performance of this Agreement, CONSULTANT shall not unlawfully discriminate against any employee or applicant for employment or employee of ICTC or member of the public because of race, religion, color, national status, age, or sex. CONSULTANT shall ensure that the evaluation and treatment of its employees and applicants for employment and employees and members of the public are free of such discrimination. CONSULTANT shall comply with all provisions of the Fair Employment and Housing Act (Government Code §12900, et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code §12900 set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONSULTANT shall abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CONSULTANT shall also abide by the American Disabilities Act and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. CONSULTANT shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargain or other agreement. CONSULTANT shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work pursuant to this Agreement.

20. NOTICES AND REPORTS.

20.1. All notices and reports pursuant to this Agreement shall be in writing and may be given by personal delivery or by mailing by certified mail, addressed as follows:

ICTC
Attn: Executive Director
Imperial County Transportation Commission
1503 N. Imperial Ave., Ste 104
El Centro, CA 92243

CONSULTANT
Attn: Project Manager
Franklin Lee Enterprises, L.L.C.
dba Conveyor Group
2419 Imperial Business Park Drive
Imperial, CA 92251
20.2. All notices and reports pursuant to this Agreement may be given by personal delivery or by mailing by certified mail at such other address as either Party may designate in a notice to the other Party given in such manner.

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

21. **ENTIRE AGREEMENT.**

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

22. **MODIFICATION.**

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

23. **PARTIAL INVALIDITY.**

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

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

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

25. **WAIVER.**

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

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

27.  **ATTORNEY’S FEES.**

If either Party herein brings an action to enforce the terms thereof or declare rights hereunder, each Party in any such action, on trial or appeal, shall bear its own attorney’s fees and costs.

28.  **AUTHORITY.**

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

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

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

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

29.  **COUNTERPARTS.**

This Agreement may be executed in counterparts.

30.  **REVIEW OF AGREEMENT TERMS.**

This Agreement has been reviewed and revised by legal counsel for both ICTC and CONSULTANT, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of the same or any subsequent amendments thereto.
IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

IMPERIAL COUNTY TRANSPORTATION COMMISSION:

__________________________
Chair
ATTEST:

__________________________
CRISTI LERMA
Secretary to the Commission

CONSULTANT:
FRANKLIN LEE ENTERPRISES, L.L.C.
dba Conveyor Group

By: _______________________
AARON F. POPEJOY
Managing Member

APPROVED AS TO FORM:
KATHERINE TURNER
COUNTY COUNSEL

By: _______________________
Eric Havens
Deputy County Counsel

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