I. CALL TO ORDER AND ROLL CALL

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

III. PUBLIC COMMENTS

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

IV. APPROVAL OF CONSENT CALENDAR
   A. Approval of Management Committee Draft Minutes: December 11, 2013
   B. Receive and File:
      1. ICTC Board Draft Minutes: December 11, 2013
      2. ICTC SSTAC Draft Minutes: December 4, 2013
   C. ICTC Overall Work Program (OWP) and Budget FY 2013-2014, Amendment #2

   It is requested that the ICTC Management Committee forward this item to the ICTC Commission for their review and approval after public comment, if any:
   1. Approve the FY 2013-14 Budget Amendment Request #2
   D. Federal Transit Administration (FTA) Disadvantaged Business Enterprise (DBE) Goal for FY 2013-14 for Federal Transit funds
It is requested that the ICTC Management Committee forward this item to the ICTC Commission for their review and approval after public comment, if any:

1. Approve the proposed FY 2013-14 DBE goal of 2%, for distribution for public comment.
2. Direct staff to return with this item for review and adoption of the proposed DBE goal after the public review process has been completed.

E. Resolution of the Imperial County Transportation Commission (ICTC) which certifies that ICTC has the resources to fund the projects in the FFY 2014/15-2019/20 Transportation Improvement Program and affirms its commitment to implement all projects in the program.

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

1. Authorize the Chairman to sign the resolution which certifies that ICTC has the resources to fund the projects in the FFY 2014/15-2019/20 Transportation Improvement Program and affirms its commitment to implement all projects in the program.

V. REPORTS

A. ICTC Executive Director
   • See attached Executive Director Report

B. Southern California Association of Governments

C. California Department of Transportation – District 11

D. Committee Member Reports

VI. ACTION CALENDAR

A. Rotation of Chair and Vice Chair Position
   
   1. It is requested that the Management Committee take any appropriate action in the consideration of the rotation and assignment of the two positions.

B. 2013 Gillig Bus Procurement – Draft Contract Agreement

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

   1. Authorize the Executive Director to sign the contract agreement between Gillig LLC and the Imperial County Transportation Commission (ICTC) for the procurement of a minimum of 6 and up to 12 transit buses using previously approved Prop 1B funding.

VII. DISCUSSION CALENDAR


   This item is presented for information and discussion purposes.

B. Imperial Valley Transit (IVT) Ticket/Fare Media/Bus Passes Vendor Sales Policy

   This item is presented for discussion purposes.

VI. NEXT MEETING DATE AND PLACE
The next meeting of the Management Committee will be held on **Wednesday, February 12, 2014 at 10:30 a.m.**, at the **City of El Centro**, El Centro, CA.

**VII. ADJOURNMENT**

A. Motion to Adjourn
IV. APPROVAL OF CONSENT CALENDAR

A. APPROVAL OF MANAGEMENT COMMITTEE
DRAFT MINUTES: DECEMBER 11, 2013

B. RECEIVE AND FILE:
   1. ICTC BOARD DRAFT MINUTES:
      DECEMBER 11, 2013
   3. ICTC SSTAC DRAFT MINUTES:
      DECEMBER 4, 2013
IMPERIAL COUNTY TRANSPORTATION COMMISSION
MANAGEMENT COMMITTEE
DRAFT MINUTES OF DECEMBER 11, 2013
10:30 a.m.

VOTING MEMBERS PRESENT:

City of Brawley         Rosanna Bayon Moore
City of Calipatria      Rom Medina
City of Calexico        Nick Servin for Oscar Rodriquez
City of Holtville       Alex Meyerhoff (Vice-Chair)
City of Imperial        Marlene Best
County of Imperial      Joe Picazo for Ralph Cordova

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

OTHERS PRESENT:        Tomas Oliva, SCAG; Sam Amen, Erwin Gojuangco, Luis Medina: Caltrans

The following minutes are listed as they were acted upon by the Imperial County Transportation Commission Management Committee and as listed on the agenda for the meeting held Wednesday, December 11, 2013 together with staff reports and related documents attached thereto and incorporated therein by reference.

I. CALL TO ORDER AND ROLL CALL
Vice-Chair Meyerhoff called the Committee meeting to order at 10:41 a.m. Roll call was taken. Introductions were made.

II. EMERGENCY ITEMS
A. There were none.

III. PUBLIC COMMENTS
A. There were none.

IV. CONSENT ITEMS
A motion was made by Meyerhoff seconded by Medina to approve consent items 4A, B and D. Motion carried unanimously.

Consent item C was pulled for questions. A motion was made by Servin seconded by Picazo to approve consent item 4C, Motion carried unanimously.

A. Approved ICTC Management Committee Minutes for October 9, 2013
B. Received and filed:
   1. ICTC Board Draft minutes for October 23, 2013
   2. ICTC TAC Minutes for September 26, 2013
   3. ICTC SSTAC Draft Minutes for October 2, 2013
C. Passenger Statistical Summary Project for FY 2013-14 for Imperial Valley Transit (IVT) Contract Amendment #1
It was requested that the ICTC Management Committee forward this item to the ICTC Commission for their review and approval after public comment, if any:

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

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

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

1. Adopt the attached LTF (SB821) Bicycle and Pedestrian Project Distribution List for Fiscal Year 2013-14
2. Authorize the claimant agencies to file Article 3 Claims for the approved amount.

V. REPORTS

A. ICTC Executive Director

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

- Imperial-Mexicali Binational Alliance: The next Binational Alliance meeting is scheduled for January 9, 2014 in the City of Mexicali.
- Calexico Intermodal Transportation Center: The Kick off meeting was held on November 5, 2013 at the ICTC offices. An outreach meeting with all transit providers in the City of Calexico is scheduled for Tuesday, December 17, 2013. The feasibility study’s scope of work will also include: stakeholder meetings, public workshops, stakeholder surveys, site selection analysis, and financial and operational feasibility reports. A fact sheet was included in the back up documents.
- Pedestrian and Bicycle Transportation Access Study: The Study will focus on the California-Mexico border region, specifically its six Ports of Entry (POEs). ICTC is working with Caltrans and SANDAG to complete a Request for Proposal (RFP) for the study. The RFP was advertised on Friday, November 8, 2013. A non-mandatory pre-bid meeting was held at the ICTC offices on December 6, 2013.
- The City of Brawley will host a ribbon cutting ceremony for the IVT Gold Line and Transfer Center. Ms. Bayon Moore added that the invitation has not been finalized but that the event is scheduled for December 18, 2013 in the morning timeframe. Ms. Bayon Moore continued that Brawley staff is excited to celebrate with ICTC the implementation of the Transit Center and Gold Line.
- Mr. Baza stated that there is a closed session item on the Commission agenda later that evening regarding a potential litigation.
- Mr. Baza referred to the Executive Report on pages 35-36 for additional information on other projects that ICTC is currently working on.

B. Southern California Association of Governments (SCAG)

Mr. Oliva has the following updates:

- The 2013 Economic Summit was held on December 5, 2013. Mr. Oliva stated that a poverty report was presented on all member counties with Imperial County being the most impoverished in the SCAG region.
- Kimberly Clark will be holding one on one meetings with each of the member cities/county to gather data for the next RTP.
- SCAG will be hosting a meeting with FHWA regarding freight movement and will be presenting all the regions freight activities.
C. California Department of Transportation – District 11
- Mr. Amen presented updates on all local projects:
  - Andrade was awarded but not approved yet. The utility relocation is scheduled for January 6, 2014.
  - Dogwood will be ready to list on Monday. It was submitted to CTC for January meeting and should start construction in May 2014.
  - 98 widening west of VB Williams to Ollie in Calexico: CPUC does not want to be responsible for too much maintenance and Caltrans wants max ADA requirements. Still some discussion with that issue. There is a shortfall on Right of Way (ROW). Delivery is scheduled for FY 2015-16.
- Mr. Gojuangco had the following updates:
  - The Hwy / Bridge Program will now allow toll credits to be the match which will make projects 100% federally funded.
  - Mr. Medina is working with local agencies on projects on the RTIP.
- Mr. Amen stated that in the City of San Diego, students from the university are doing sidewalk surveying (inventory), as a school project and the information will be an asset to the City when setting project priorities. This is a good way to utilize students locally that will benefit the agency.
- Ms. Bayon Moore inquired about suggestions to keep the communication between agencies and Caltrans thriving.
- Mr. Meyerhoff asked if Caltrans staff could meet with city staff to see how to make HSIP applications more competitive. Mr. Gojuangco stated yes.

D. Committee Member Reports
- Ms. Best stated that the Holly Trolley event is taking place on December 19, 2013 at 5:30 p.m.

VI. ACTION CALENDAR


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

1. Appoint the Unmet Transit Needs Hearing Panel: two members from the County, three City representatives with two City alternates
2. Select a hearing date of January 23, 2014 or January 30, 2014
3. Select the time of the meeting

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

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

Ms. Williams stated that ICTC staff recently completed a competitive bid process to acquire proposals from qualified consultants to develop an update to the 2008 Public Transit-Human Services Transportation Coordination Plan for Imperial County, hereafter referred to as “Coordinated Plan”. The primary purpose of a Coordinated Plan is to document resources in order to continue to meet the Federal Transit Administration's (FTA) and other funding agency’s requirements for eligibility for various grants, including but not limited to the FTA Section 5310 program.
The update to the Coordinated Plan will include a reassessment of all available public and private transportation services in Imperial County, a reassessment of public and social services transportation needs, development of strategies and/or activities to address gaps in service, identification of coordination actions to eliminate or reduce duplication in services where they exist, and a prioritization of implementation strategies.

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

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

The ranking was based on technical qualifications, prior experience, proposed methodology, staff qualifications and cost.

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

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

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

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

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

Mr. Salgado stated that ICTC as the administrator of the fixed route transit system and the ADA paratransit system has recognized that there are unique challenges with meeting the growing demand and increasing costs for the ADA paratransit system. Therefore, ICTC has developed a project scope and a budget to enter into a contractual relationship with a qualified consultant who would complete a project that provides an assessment of the current policies and processes for certification and eligibility of the ADA paratransit system. In addition ICTC is requesting the consultant provide an evaluation in order to remain within compliance of the ADA and more efficiently and effectively provide services.
ICTC staff recently completed that competitive bid process to acquire proposals from qualified consultants to develop the assessment that will result in the development of 1. Review and recommendations for productivity improvements for the Americans with Disabilities Act (ADA) Paratransit Certification and Eligibility process; and, 2. An evaluation of the current versus future paratransit service area and demand, with a growth assessment with strategies to forecast and accommodate service growth, demand management and cost containment.

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

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

The final ranking was based on technical qualifications, prior experience, proposed methodology, staff qualifications and cost.

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

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

1. Award the Consultant Agreement for the FY 2013-14 ICTC Americans With Disabilities Act (ADA) Paratransit Certification and Eligibility Process Update, Demand Management and Growth Assessment Project to LSC Consultants, Inc.

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

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

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

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

In accordance with the FY 2013-14 Unmet Transit Needs Public Hearing process concluded in April 2013, ICTC staff have negotiated the remaining transit service adjustments based on the prioritized list in the FY 2013-14 Unmet Transit Needs “Findings”. This “Finding” was the addition of limited service on Sundays, between and through Brawley, Imperial, El Centro, Heber and Calexico.
The proposed increase in service will add 962 service hours annually and would be effective January 5th, 2014. The total service hour increase is approximately 4% and the cost increase is approximately 3.5% to the existing contract.

Funding for these service increases is derived from the State’s Transportation Development ACT (TDA) Fund, the State Transit Assistance Fund, as well as, the Federal Transit Administration (FTA) and is available in the FY 2013-14 ICTC Overall Work Program and Budget. Additional funding has been obtained from the Transportation Development Act (TDA) local sales tax and is the primary source of revenue for the additional expense.

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

1. Authorize the Chairperson to sign the modification #5 to the operating agreement with First Transit Inc. for the continued operation of Imperial Valley Transit, effective January 1, 2014 with an annual not to exceed operating subsidy, with an annual not to exceed up to 5% marketing allowance, with an annual fuel escalator clause:

   a. For the period July 1, 2013 through June 30, 2014, the annual not to exceed subsidy is set at $2,693,554.
   b. For the period July 1, 2014 through June 30, 2015, the annual not to exceed subsidy is set at $2,842,524.
   c. For the period July 1, 2015 through June 30, 2016, the annual not to exceed subsidy is set at $2,933,927.

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

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

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

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

The proposed service increase will add 494 service hours annually and would be effective January 5th, 2014. The total service hour increase is approximately 4% and the cost increase is approximately 3.5% to the existing contract.
Funding for these service increases is derived from the State’s Transportation Development ACT (TDA) Fund, the State Transit Assistance Fund, as well as, the Federal Transit Administration (FTA) and is available in the FY 2013-14 ICTC Overall Work Program and Budget. Additional funding has been obtained from the Transportation Development Act (TDA) local sales tax and is the primary source of revenue for the additional expense.

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

1. Authorize the Chairman to sign a modification #2 to the operating agreement with FIRST TRANSIT, INC. for the continued operation of IVT ACCESS contract effective January 1, 2014 with an annual not to exceed annual operating subsidy, with an annual not to exceed up to 5% marketing allowance, with an annual fuel escalator clause:
   a. For the period July 1, 2013 through June 30, 2014, the annual not to exceed subsidy is set at $1,389,019.
   b. For the period July 1, 2014 through June 30, 2015 the annual not to exceed subsidy is set at $1,440,959.
   c. For the period July 1, 2015 through June 30, 2016, the annual not to exceed subsidy is set at $1,494,912.

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

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

The Imperial County Transportation Commission (ICTC) was awarded a Federal Transit Administration (FTA) Section 5304 Rural or Small Urban Transit Planning Study Grant funds for a Transit Shuttle Analysis. The Southern California Association of Governments (SCAG) will serve as the administrative agency handling the procurement of the project and ICTC will work with the selected consultant to carry out the day to day work. The attached memorandum of understanding establishes the roles and responsibilities between SCAG and ICTC required for administration and completion of the project. ICTC will contribute staff time as the in-kind match contribution. Funding summary for the project is as follows:

<table>
<thead>
<tr>
<th></th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grant Funds:</td>
<td>$261,500</td>
</tr>
<tr>
<td>Local In-Kind Match Contribution:</td>
<td>$33,881</td>
</tr>
<tr>
<td>Total Project Cost</td>
<td>$295,381</td>
</tr>
</tbody>
</table>

The Transit Shuttle Analysis will assess the feasibility of an inter-college shuttle service in Imperial County. ICTC in partnership with the Imperial Valley University Partnership (IVUP) will participate in the development of the analysis. IVUP consists of San Diego State University-Imperial Valley (SDSU-IV) and Imperial Valley College (IVC). The proposed transit service would connect IVC near the city of Imperial with SDSU’s campuses in the cities of Calexico and Brawley. The study would identify gaps in service
ICTC MANAGEMENT COMMITTEE MINUTES

December 11, 2013

and determine the projected ridership and necessary transit improvements along the corridor. The findings and recommendations will result in a transit service implementation plan that will be used as the basis for college transit service operations in Imperial Valley.

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

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

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

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

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

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

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

It was requested that the ICTC Management Committee forward this item to the ICTC Commission for their review and approval after public comment, if any:
1. Authorize the Chairman to sign the resolution authorizing collaboration between Imperial County Transportation Commission (ICTC) and the Southern California Association of Governments (SCAG) to implement the 2012-2035 Regional Transportation Plan/Sustainable Communities Strategy

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

VIII. NEXT MEETING DATE AND PLACE

The next meeting of the Management Committee will be held on January 8, 2014 at the City of Calipatria, Calipatria CA.

IX. ADJOURNMENT

A. Meeting adjourned at 11:43 a.m.
VOTING MEMBERS PRESENT:

City of Brawley                  George A. Nava
City of Calipatria              Maria B Nava-Froelich
City of Calexico                Bill Hodge
City of El Centro               Sedalia Sanders
City of Holtville               David Bradshaw (alt.)
City of Imperial                Mark Gran
City of Westmorland             Larry Ritchie – Vice Chair
County of Imperial             Jack Terrazas
County of Imperial             Ryan Kelley

NON-VOTING MEMBERS PRESENT:

Caltrans District 11            Bill Figge

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

OTHERS PRESENT:  Geoff Holbrook, ICTC Counsel; Ross Cather, Sam Amen: Caltrans; Charles Brockwell: First Transit; Krista Daly, IV Press

The following action minutes are listed as they were acted upon by the Imperial County Transportation Commission and as listed on the agenda for the meeting held Wednesday December 11, 2013 together with staff reports and related documents attached thereto and incorporated therein by reference.

I. CALL TO ORDER AND ROLL CALL

Chair Terrazas called the Commission meeting to order at 6:02 p.m. Roll call was taken.

II. CLOSED SESSION

A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to subdivision (b) of Section 54956.9: 1 case

A motion was made by Sanders and seconded by Nava to go into closed session, Motion Carried with 2 abstentions, County of Imperial (Terrazas and Kelley) and the City of Calexico (Hodge).

Open Session announcements: Direction was given and no final action was taken.

III. EMERGENCY ITEMS

A. There were none.

III. PUBLIC COMMENTS

There were none.

IV. APPROVAL OF CONSENT CALENDAR

A motion was made by Sanders and seconded by Nava to approve consent items A through D; Motion carried.

A. Approval of ICTC Board Draft Minutes: November 13, 2013

B. Receive and File:
1. ICTC Management Committee Draft Minutes  November 13, 2013
2. ICTC TAC Draft Minutes  October 24, 2013
3. ICTC SSTAC Minutes:  November 6, 2013

C. Passenger Statistical Summary Project for FY 2013-14 for Imperial Valley Transit (IVT) Contract Amendment #1

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

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

1. Adopted the attached LTF (SB821) Bicycle and Pedestrian Project Distribution List for Fiscal Year 2013-14
2. Authorized the claimant agencies to file Article 3 Claims for the approved amount.

A. ICTC Executive Director

Mr. Baza and staff had the following announcements:

- Imperial-Mexicali Binational Alliance: The next Binational Alliance meeting is scheduled for January 9, 2014 in the City of Mexicali.
- Calexico Intermodal Transportation Center: The Kick off meeting was held on November 5, 2013 at the ICTC offices. An outreach meeting with all transit providers in the City of Calexico is scheduled for Tuesday, December 17, 2013. The feasibility study’s scope of work will also include: stakeholder meetings, public workshops, stakeholder surveys, site selection analysis, and financial and operational feasibility reports. A fact sheet was included in the back up documents.
- Pedestrian and Bicycle Transportation Access Study: The Study will focus on the California-Mexico border region, specifically its six Ports of Entry (POEs). ICTC is working with Caltrans and SANDAG to complete a Request for Proposal (RFP) for the study. The RFP was advertised on Friday, November 8, 2013. A non-mandatory pre-bid meeting was held at the ICTC offices on December 6, 2013.
- The City of Brawley will host a ribbon cutting ceremony for the IVT Gold Line and Transfer Center on December 18, 2013.
- Mr. Baza referred to the Executive Report on pages 35-36 for additional information on other projects that ICTC is currently working on.

B. Southern California Association of Governments (SCAG)

Mr. Baza had the following announcements:

- The 2013 Economic Summit was held on December 5, 2013. Mr. Terrazas stated that an economic study was conducted on all 6 counties and an analysis presented by economists indicated that Imperial County is the most impoverished in the SCAG region. They also indicated that they foresee Imperial County coming out of the recession in 2014 due to renewable energy projects. The full report is on the SCAG website.
- Today SCAG hosted a meeting with FHWA regarding freight movement. Mr. Baza stated he was able to submit a letter regarding local and regional projects for Imperial County.

C. California Department of Transportation (Caltrans)

Mr. Figge had the following announcements:
- Imperial County/Caltrans Teambuilding: On November 21, the second meeting for 2013 was held at the County Administrative Center. These meetings are intended to allow for an exchange of information between Caltrans, Imperial County jurisdictions, ICTC and SCAG. By continued coordination and communication, this team is able to work cooperatively to improve transportation issues and services for the region.

- California Freight Advisory Committee (CFAC) The CFAC consists of public and private sector freight stakeholders, including representatives of ports, shippers, carriers, freight-related associations, the freight industry workforce, Caltrans, and local governments. The Executive Director of SCAG represents Imperial County on the CFAC. The ICTC Executive Director also routinely attends these meetings. CFAC members meet quarterly to:
  - Participate in the development of the California Freight Mobility Plan (CFMP) Serve as a forum for the discussion of freight-related topics
  - Help coordinate regional freight priorities with other organizations Advise the State on freight-related priorities, issues, project and funding needs.
  - The CFMP will address current conditions, future trends, and major issues in goods movement across all modes and regions of California. It will go beyond the scope of the 2007 Goods Movement Action Plan (GMAP). The CFMP will provide additional detail to community impact issues, further focus on trucking, and better identify the freight needs of those portions of California that have specialized needs. This update also will utilize recent freight industry plans developed by seaports, railroads, and others as well as benefit from important regional freight mobility planning programs that local agencies have developed, such as the SCAG “Goods Movement Appendix” to their 2012-2035 Regional Transportation Plan/Sustainable Communities Strategy. CFAC staff and members recent accomplishments are: Freight plans and studies to be referenced in the CFMP have been concluded or are about to be concluded. Draft goals, objectives, strategies, and performance measures have been proposed for the CFMP. A draft national freight network for the State is being reviewed. This network will also be included in the CFMP.
  - For more information please go to: [http://dot.ca.gov/hq/tpp/offices/ogm/cfac1.html](http://dot.ca.gov/hq/tpp/offices/ogm/cfac1.html)

D. Commission Member Report
- Mr. Ritchie stated that Honey Festival turned out really well.
- Mr. Nava wished all Happy Holidays.
- Mr. Gran stated that the City of Imperial will be having a Holly Trolley event on December 19, 2013 with the Christmas parade and Christmas in a small town on the 20th and 21st.
- Ms. Nava-Froelich stated that she attended the environmental summit on November 2, 2013. The City of Calipatria will be hosting Christmas in the dark and parade on December 21, 2013 beginning at 7 p.m.
- Mr. Hodge stated that Calexico will also be holding their annual Christmas parade on Saturday, December 21, 2013.
- Mr. Kelley wished all a Merry Christmas.
- Mr. Bradshaw stated that there will be a grand opening of Family Dollar Store on December 19, 2013 with a Farmers Market in the afternoon, with Christmas in Park in the evening.
- Mr. Terrazas stated that there will also be Family Dollar Stores in Seeley and Heber. He wished all a Merry Christmas.
- Ms. Sanders wished all a Merry Christmas.
V. ACTION CALENDAR


ICTC Management Committee met on December 11, 2013 and forwarded this item to the ICTC Commission for review and approval after public comment, if any:

1. Appointed the Unmet Transit Needs Hearing Panel: two members from the County, three City representatives with two City alternates:
   - Jack Terrazas
   - Ryan Kelley
   - George Nava
   - Bill Hodge
   - Maria Nava-Froelich
   - Sedalia Sanders

2. Selected a hearing date of January 23, 2014

3. Select the time of the meeting to begin at 3:30 p.m.

A motion was made by Hodge seconded by Nava, Motion carried unanimously.

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

Ms. Williams stated that ICTC staff recently completed a competitive bid process to acquire proposals from qualified consultants to develop an update to the 2008 Public Transit-Human Services Transportation Coordination Plan for Imperial County, hereafter referred to as “Coordinated Plan”. The primary purpose of a Coordinated Plan is to document resources in order to continue to meet the Federal Transit Administration’s (FTA) and other funding agency’s requirements for eligibility for various grants, including but not limited to the FTA Section 5310 program.

The update to the Coordinated Plan will include a reassessment of all available public and private transportation services in Imperial County, a reassessment of public and social services transportation needs, development of strategies and/or activities to address gaps in service, identification of coordination actions to eliminate or reduce duplication in services where they exist, and a prioritization of implementation strategies.

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

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

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

ICTC Management Committee met on December 11, 2013 and forwarded this item to the ICTC Commission for review and approval after public comment, if any:

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

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

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

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

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

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

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

The final ranking was based on technical qualifications, prior experience, proposed methodology, staff qualifications and cost.
The budget for this project was identified as $150,000 and approved in the ICTC 2013-14 OWP and budget (7416001-525010) on June 26, 2013.

ICTC Management Committee met on December 11, 2013 and forwarded this item to the ICTC Commission for review and approval after public comment, if any:


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

A motion was made by Sanders seconded by Nava-Froelich, **Motion carried unanimously.**

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

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

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

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

Funding for these service increases is derived from the State’s Transportation Development ACT (TDA) Fund, the State Transit Assistance Fund, as well as, the Federal Transit Administration (FTA) and is available in the FY 2013-14 ICTC Overall Work Program and Budget. Additional funding has been obtained from the Transportation Development Act (TDA) local sales tax and is the primary source of revenue for the additional expense.

ICTC Management Committee met on December 11, 2013 and forwarded this item to the ICTC Commission for review and approval after public comment, if any:

1. Authorized the Chairperson to sign the modification #5 to the operating agreement with First Transit Inc. for the continued operation of Imperial Valley Transit, effective January 1, 2014 with an annual not to exceed operating subsidy, with an
annual not to exceed up to 5% marketing allowance, with an annual fuel escalator clause:

a. For the period July 1, 2013 through June 30, 2014, the annual not to exceed subsidy is set at $2,693,554.
b. For the period July 1, 2014 through June 30, 2015, the annual not to exceed subsidy is set at $2,842,524.
c. For the period July 1, 2015 through June 30, 2016, the annual not to exceed subsidy is set at $2,933,927.

A motion was made by Hodge seconded by Bayon Sanders, Motion carried unanimously.

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

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

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

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

Funding for these service increases is derived from the State’s Transportation Development ACT (TDA) Fund, the State Transit Assistance Fund, as well as, the Federal Transit Administration (FTA) and is available in the FY 2013-14 ICTC Overall Work Program and Budget. Additional funding has been obtained from the Transportation Development Act (TDA) local sales tax and is the primary source of revenue for the additional expense.

ICTC Management Committee met on December 11, 2013 and forwarded this item to the ICTC Commission for review and approval after public comment, if any:

1. Authorized the Chairman to sign a modification #2 to the operating agreement with FIRST TRANSIT, INC. for the continued operation of IVT ACCESS contract effective January 1, 2014 with an annual not to exceed annual operating subsidy, with an annual not to exceed up to 5% marketing allowance, with an annual fuel escalator clause:
a. For the period July 1, 2013 through June 30, 2014, the annual not to exceed subsidy is set at $1,389,019.
b. For the period July 1, 2014 through June 30, 2015 the annual not to exceed subsidy is set at $1,440,959.
c. For the period July 1, 2015 through June 30, 2016, the annual not to exceed subsidy is set at $1,494,912.

A motion was made by Sanders seconded by Bradshaw, Motion carried unanimously.

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

The Imperial County Transportation Commission (ICTC) was awarded a Federal Transit Administration (FTA) Section 5304 Rural or Small Urban Transit Planning Study Grant funds for a Transit Shuttle Analysis. The Southern California Association of Governments (SCAG) will serve as the administrative agency handling the procurement of the project and ICTC will work with the selected consultant to carry out the day to day work. The attached memorandum of understanding establishes the roles and responsibilities between SCAG and ICTC required for administration and completion of the project. ICTC will contribute staff time as the in-kind match contribution. Funding summary for the project is as follows:

- Grant Funds: $261,500
- Local In-Kind Match Contribution: $33,881
- Total Project Cost: $295,381

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

ICTC Management Committee met on December 11, 2013 and forwarded this item to the ICTC Commission for review and approval after public comment, if any:

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

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

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

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

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

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

ICTC Management Committee met on December 11, 2013 and forwarded this item to the ICTC Commission for review and approval after public comment, if any:

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

A motion was made by Hodge seconded by Ritchie, Motion carried unanimously.

IX. NEXT MEETING DATE AND PLACE

The next meeting of the Imperial County Transportation Commission will be held on January 22, 2014 at 6:00 p.m., at the County of Imperial Board Chambers, at 940 W. Main Street, El Centro, CA.

X. ADJOURNMENT

A Motion was made to adjourn by Nava, seconded by Kelley, Motion Carried. Meeting adjourned at 7:21 p.m.
Present       Voting Attendees:

Griselda Martinez (Vice-Chair)  Work Training Center
Heddy McNeer                  Consumer
Michael L. Hack               Consumer
Ted Ceasar                    IVC
Lorena Arambula               San Diego Regional Center (SDRC)
Erica Martinez                ARC – Imperial Valley
Sherry Leon                   Area Agency on Aging
Rosyo Ramirez                 Imperial County Public Authority / IHSS
Eddie Sanchez                 Imperial County Behavioral Health
Kathi Williams                CTSA – ICTC
David Salgado                 CTSA – ICTC

Non-Voting Attendees:

Cristi Lerma                  ICTC
Michelle Bastidas             ICTC
Charles Brockwell             IVT/IVT Access/Calexico Dial-A-Ride
Cesar Sanchez                 IVT/IVT Access/Calexico Dial-A-Ride
Narcisa Montemayor           IVT/IVT Access/Calexico Dial-A-Ride
David Robinson               YCIPTA – YCAT

1. Vice-Chair Martinez called the meeting to order at 10:08 a.m. A quorum was present. Introductions were made.


3. FY 2014-15 Master Needs list
   - SSTAC reviewed the Master Needs List for FY 2014-15. A motion was made to remove #3 and #11 off the list since both have been implemented. (Ramirez/Hack) Motion Carried.

   - A motion was made to add #2 from the current Master Needs List to the UTN letter, which reads “Improve cleanliness and upkeep at El Centro City area bus stops.” (Hack/Ramirez) Motion Carried.
- A motion was made to add, “SSTAC would also like to see that ICTC staff continue the options for improving route and schedule information, including adding schedules to bus shelters, as a way to disseminate information to the passengers, as documented in Finding #8 on FY 2010-11 UTN Findings.” (Martinez/Ramirez) Motion Carried.

- A motion was made to add, “The SSTAC would also like to express continued support for the following projects underway in various communities:
  1. SSTAC would like to express continued support for the construction for the transfer terminals at 7th and State Streets in the City of El Centro, 5th St. and S. Plaza St. in the city of Brawley, and locations yet to be determined in the Cities of Calexico and Imperial.
  2. SSTAC would like to express continued support for the IVT Circulator bus concept which includes the IVT Blue Line and IVT Green Line, IVT Gold Line in Brawley, and proposed IVT Red Line in Imperial and IVT Orange Line in Calexico.” (Ramirez/Ceasar) Motion Carried.

5. CTSA Reports

- Mr. Salgado stated that staff is waiting on the City of Brawley to establish a start date for the IVT Gold Line but it will be in December. City staff is coordinating a Ribbon Cutting for both the opening of the Bus Transfer Center and the IVT Gold Line.
- Caltrans and SANDAG held a FTA 5310 grant workshop for vehicle purchases. There will be changes due to the federal transportation bill MAP21. Staff will attempt to keep on top of the changes and inform anyone affected.
- The IVT Bus Stop Safety and Design Standards Guidelines project consultant was selected. The final product will benefit ICTC, the cities and County in the future to implement bus stop and transfer terminal capital improvements throughout the region.
- The Transportation Development Act (TDA-State Funds) Triennial Performance Audit Project is moving forward. The performance audit is a state mandated requirement every three years for all TDA funds received in Imperial County.
- The ADA Paratransit Service Certification and Eligibility Process, Demand Management Review and Growth Assessment contract was awarded and the project is moving forward.
- As a result of the Update to the 2008 Coordinated Public Transit and Human Services Transportation Plan project, staff is asking all SSTAC members to please verify their phone numbers and contact information on the sign in sheet. The project is moving forward.
- Sunday transit service hours for both IVT and IVT Access was approved by the Commission. Implementation is scheduled for the first Sunday in January 2014. Service will be limited and will run between 7 a.m. to 4 p.m. from Calexico through to Brawley (4 trips) with returns.
- ICTC is working with SCAG on an intermodal transfer terminal study in the City of Calexico.
- Revisions to the Rider’s guides are being made to include the IVT Gold Line, Sunday service and the YCAT Route 10. ICTC staff will also be working to update the IVT website accordingly.
- The City of Imperial will be holding a Holly Trolley event on December 19, 2013.
- The UTN Hearing will be recommended to be scheduled for January 23 or the 30, 2014 and held at the IID Board Chambers in the afternoon.

6. Transit Operator Reports

- Brawley Dial-a-Ride: No update.
- Calexico Dial-a-Ride: Service is doing well, no issues.
- El Centro Dial-a-Ride: Service is busy and doing well.
- Imperial Dial-a-Ride: Service is busy and doing well.
- Imperial Valley Transit: Service is very busy. In October of 2012 there were an estimated 29,000 passengers that traveled just between Calexico to El Centro. In October of 2013 there were an estimated 41,000 passengers on this same route.
- IVT Access: Service is doing well and busy.
- Med-Express: Service is well and is busy. About 14-15 passengers daily and no no-shows.
- West Shores Dial-a-Ride: Service is doing well.
- YCAT Turquoise Line: Mr. Robinson stated that they will be having a “Holiday Cat” on December 20, 21, 22 with regular fare and refreshments at the downtown transit center at 7 p.m. He also stated that the Turquoise Route 10 had 261 passengers in November.

7. General Discussion
- Mr. Hack stated that the People’s First Conference will be held in March with more information to come at a later date.
- Ms. McNeer stated that the United Way will be hosting horse races at Stockman Club on February 1, 2014. For more information please call United Way at 760-355-4900.

8. Adjournment
- The next meeting of the SSTAC will be on January 9, 2014 at 10:00 a.m.
- Meeting adjourned at 11:20 a.m.
C. ICTC OVERALL WORK PROGRAM (OWP) AND BUDGET FY 2013-14, AMENDMENT #2
December 24, 2013

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

SUBJECT: ICTC Overall Work Program (OWP) and Budget FY 2013-2014 Amendment #2

Dear Committee Members:

The Fiscal Year (FY) 2013/2014 Imperial County Transportation Commission (ICTC) Overall Work Plan (OWP) and Budget was presented and approved by the Commission on June 26, 2012. Subsequently Amendment 1 was presented and approved in November 2013.

The OWP and Budget is divided into the core programs of Regional Transportation Planning and Programming, and, Transit Planning and Program Management. This budget contains seven full-time positions to manage the programs and services. The full-time positions includes one office assistant, the secretary/clerk to Commission, one administrative analyst, three transportation planner positions from entry-level to senior-level in classifications (responsible for: Regional Transportation Planning and Programming, and Transit Planning, Programming, Contracts and Transit Service Administration), and the Executive Director.

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

The attachment illustrates the requested Amendment #2 for the Commission. There have been changes in revenues and expenses in the Regional Transit Plans and Programs Budget. There are no changes in the Regional Transportation Planning Budget at this time. The result is an overall net effect of an increase in revenue and expenses by 1%, or from $16,824,167 to $17,008,538. The changes are summarized as follows:

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

1. 2% Increase in the budget of the Local Transportation Fund (LTF) revenue.
2. 1.1% Increase in the budget of the State Transit Assistance Fund (STA) revenue.
3. Slight increase in the budget for Fare Revenue.

Expenditures

1. Addition of the Sunday service hour increase expense for the IVT and IVT Access transit services contract with First Transit Inc. as approved by the Commission in December 2013.
2. Addition of the increased fee for the Passenger Statistical Summary contract with Rea and Parker Research Inc. as approved by the Commission in December 2013.
3. Increase in the Revenue Stabilization/Operating Reserve of 11%.

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

1. Approve the FY 2013-14 Budget Amendment Request #2

Sincerely yours,

MARK BAZA
Executive Director

MB/ksw/cl

Attachments
## Imperial County Transportation Commission

**January-14**

**FY 2013-14 Overall Work Program and Transit Finance Plan Amendment 2**

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## EXPENSES

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T:\Projects\TCT Budget and Finance\13-14\Amendment 2 \Drafted funding sources 03.14 amend 2 A
D. FEDERAL TRANSIT ADMINISTRATION (FTA) DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL FOR FY 2013-14 FOR FEDERAL TRANSIT FUNDS
January 3, 2014

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

SUBJECT: Federal Transit Administration (FTA) Disadvantaged Business Enterprise (DBE) Goal for FY 2013-14 for Federal Transit funds

Dear Committee Members:

As a recipient of Federal Transit Administration (FTA) dollars, the ICTC is required to adopt and implement a Disadvantaged Business Enterprise (DBE) program to provide opportunities to underprivileged firms in the award and administration of contracts utilizing FTA funds. As part of this program, the ICTC must adopt an annual DBE goal. The goal is to be expressed as the percentage of FTA funds awarded to ICTC.

ICTC staff proposes a FY 2013-14 DBE goal of 2%. This goal is calculated by examining all the expected contracting opportunities utilizing FTA funds in a given year, determining what proportion of potential DBE firms qualified to bid on those contracts, and then using that information to establish a reasonable goal regarding the amount of FTA funds that will actually be awarded to DBE firms. This methodology is outlined in detail in the attached report.

As an additional requirement in the goal setting process, ICTC must publish its goal for a public comment period of no less than 45 days. After this time, the proposed DBE goal may then be amended or adopted by the ICTC Commission.

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. Approve the proposed FY 2013-14 DBE goal of 2%, for distribution for public comment.

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

Sincerely,

MARK BAZA
Executive Director

Attachment

MB/ksw/cl

CITIES OF BRAWLEY, CALEXICO, CALIPATRIA, EL CENTRO, HOLTVILLE, IMPERIAL, WESTMORLAND, IMPERIAL IRRIGATION DISTRICT AND COUNTY OF IMPERIAL
Disadvantaged Business Enterprise Plan (DBE)
For Projects Funded Through
the Federal Transit Administration (FTA)
FY 2013-15  (revised FY 2014)
DRAFT
IMPERIAL COUNTY TRANSPORTATION COMMISSION

DEPARTMENT OF TRANSPORTATION
DBE PROGRAM – 49 CFR PART 26

POLICY STATEMENT

Section 26.1, 26.23

Objectives/Policy Statement

The Imperial County Transportation Commission has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The ICTC has received federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the ICTC has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the ICTC to ensure that DBEs are defined in part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also our policy:

1. To ensure nondiscrimination in the award and administration of DOT – assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To assist the development of firms that can compete successfully in the market place outside the DBE Program.

Kathi Williams has been delegated as the DBE Liaison Officer. In that capacity, Kathi Williams is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the ICTC in its financial assistance agreements with the Department of Transportation.

ICTC has disseminated this policy statement to the ICTC Commission and all of the relative components of our organization. We have distributed this statement to DBE and non-DBE business communities that perform, or are anticipated to perform work for our organization on DOT assisted contracts. This distribution is accomplished through 1. Adoption of the program by the Commission 2. Publication available to all interested parties via the Commission’s website 3. Inclusion in all relative competitive bid documents.

Executive Director

Date
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SUBPART A – GENERAL REQUIREMENTS

Section 26.1  Objectives

The objectives are found in the policy statement on the first page of this program.

Section 26.3  Applicability


Section 26.5  Definitions

The ICTC will adopt the definitions contained in Section 26.5 for this program.

Section 26.7  Non-discrimination Requirements

The ICTC will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, the ICTC will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

Section 26.11  Record Keeping Requirements

Reporting to DOT: 26.11(b)

We will report DBE participation to DOT as follows:

We will report DBE participation on a quarterly basis, using DOT Form 4630 or through the FTA TEAM website. These reports will reflect payments actually made to DBEs on DOT-assisted contracts.

Bidders List: 26.11(c)

The ICTC will create a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on DOT-assisted contracts. The purpose of this requirement is to allow use of the bidders list approach to calculating overall goals. The bidder list will include the name, address, DBE non-DBE status, age, and annual gross receipts of firms.

We will collect this information in the following ways: requiring prime bidders to report the names/addresses and possible other information, of all firms who quote to them on subcontracts, providing a notice in solicitations and post it on the Commission website.
Section 26.13  Federal Financial Assistance Agreement

ICTC has signed the following assurances, applicable to all DOT-assisted contracts and their administration:

Assurance: 26.13(a)

ICTC shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR part 26. The ICTC shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. The ICTC's DBE Program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the ICTC of its failure to carry out its approved program, the Department may impose sanction as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

This language will appear in financial assistance agreements with sub-recipients.

Contract Assurance: 26.13b

We will ensure that the following clause is placed in every DOT-assisted contract and subcontract:

The contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the ICTC deems appropriate.

SUBPART B - ADMINISTRATIVE REQUIREMENTS

Section 26.21  DBE Program Updates

Since the ICTC may receive a grant of $250,000 or more for planning or development, planning capital, and or operating assistance in a federal fiscal year, by the statute for we will continue to carry out this program until all funds from DOT financial assistance have been expended. We will provide to DOT updates representing significant changes in the program.

Section 26.23  Policy Statement

The Policy Statement is elaborated on the first page of this program.
Section 26.25 DBE Liaison Officer (DBELO)

We have designated the following individual as our DBE Liaison Officer:

Kathi Williams, Senior Transit Planner
Imperial County Transportation Commission
1405 N. Imperial Ave. Suite 1
EL Centro, Ca, 92243
760-592-4492
kathiwilliams@imperialctc.org

In that capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that the ICTC complies with all provision of 49 CFR Part 26. The DBELO has direct, independent access to the Executive Director of ICTC concerning DBE program matters. An organization chart displaying the DBELO’s position in the organization is found in Attachment A to this program.

The DBELO is responsible for developing, implementing and monitoring the DBE program, in coordination with other appropriate officials. The DBELO has a staff of 0 to assist in the administration of the program. The duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required by DOT.
2. Reviews third party contracts and purchase requisitions for compliance with this program.
3. Works with all components within the ICTC to set overall annual goals.
4. Ensures that bid notices and requests for proposals are available to DBEs in a timely manner.
5. Identifies contracts and procurements so that DBE goals are included in solicitations (both race-neutral methods and contract specific goals attainment and identifies ways to improve progress.
6. Analyzes ICTC’s progress toward attainment and identifies ways to improve progress.
7. Participates in pre-bid meetings.
8. Advises the Executive DirectorCommission on DBE matters and achievement.
10. Provides DBEs with information and assistance in preparing bids.
11. Plans and participates in DBE training seminars.
13. Provides outreach to DBEs and community organizations to advise them of opportunities.
14. Maintains the ICTC’s updated directory on certified DBEs.

Section 26.27 DBE Financial Institutions

It is the policy of the ICTC to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contract to make use of these institutions. We have made the following efforts to identify and use such institutions: research the credit unions and commercials banks in the community through on site visits and website reviews.
To date we have identified the following such institutions: None

Section 26.29 Prompt Payment Mechanisms

The ICTC will include the following clause in each DOT-assisted prime contract:

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from ICTC. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the ICTC. This clause applies to both DBE and non-DBE subcontracts.

Any failure to comply with this section by the prime contractor shall be considered as a breach of the contract, subject to the provisions of the agreement. In addition, the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work that they have performed.

Section 26.31 Directory

The ICTC maintains a directory identifying all firms eligible to participate as DBEs. The directory lists the firm’s name, address, phone number, date of the most recent certification, and the type of work the firm has been certified to perform as a DBE. We revise the Directory annually.

We make the Directory available online at http://www.dot.ca.gov/hq/bep/find_certified.htm.

Further information may be found about California’s Uniform Certification Program at http://www.dot.ca.gov/hq/bep/ucp.htm

Section 26.33 Overconcentration

ICTC has not identified that overconcentration exists in the types of work that DBEs perform.

Section 26.35 Business Development Programs

ICTC has not established a business development program.

Section 26.37 Monitoring and Enforcement Mechanisms

The ICTC will take the following monitoring and enforcement mechanisms to ensure compliance with 49 CFR Part 26.

1. We will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.109.

2. We will consider similar action under own legal authorities, including responsibility determinations in future contracts. Attachment 3 lists the regulation, provisions, and contract
remedies available to us in the events of non-compliance with the DBE regulation by a
participant in our procurement activities.
3. We will also provide a monitoring and enforcement mechanism to verify that work committed
to DBEs at contract award is actually performed by the DBEs. This will be accomplished via
a reporting mechanism
4. We will keep a running tally of actual payments to DBE firms for work committed to them at
the time of contract award.

**SUBPART C – GOALS, GOOD FAITH EFFORTS, AND COUNTING**

**Section 26.43  Set-asides or Quotas**

The ICTC does not use quotas in any way in the administration of this DBE program.

**Section 26.45  Overall Goals**

A description of the methodology to calculate the overall goal and the goal calculations can be
found in Attachment 4 to this program. This section of the program will be updated annually.

In accordance with Section 26.45(f) the ICTC will submit its overall goal to DOT on August 1 of
each year. Before establishing the overall goal each year, ICTC will consult with the Chambers
of Commerce and CALTRANS Local District Offices to obtain information concerning the
availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on
opportunities for DBEs, and the ICTCs efforts to establish a level playing field for the participation
of DBEs.

Following this consultation, we will publish a notice of the proposed overall goals, informing the
public that the proposed goal and its rational are available for inspection during normal business
hours at our office for 30 days following the date of the notice, and informing the public that you
and DOT will accept comments on the goals for 45 days from the date of the notice. The notice
will be available on the Commission’s website and the local newspaper of general circulation. We,
we will issue this notice by June 1 of each year. The notice must include addresses to which
comments may be sent and addresses (including offices and websites) where the proposal may
be reviewed.

Our overall goal submission to DOT will include a summary of information and comments
received during this public participation process and our responses.

We will begin using our overall goal on October 1 of each year, unless we have received other
instructions from DOT. If we establish a goal on a project basis, we will begin using our goal by
the time of the first solicitation for a DOT-assisted contract for the project.

**Section 26.49  Transit Vehicle Manufacturers Goals**

ICTC will require each transit vehicle manufacturer, as a condition of being authorized to bid or
propose on FTA-assisted transit vehicle procurements, to certify that it has complied with the
requirements of this section. Alternatively, ICTC may, at its discretion and with FTA approval,
establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu
of the TVM complying with this element of the program.
Section 26.51(a-c) Breakout of Estimated Race-Neutral & Race-Conscious Participation

The breakout of estimated race-neutral and race-conscious participation can be found in Attachment 5 to this program. This section of the program will be updated annually when the goal calculation is updated.

Section 26.51(d-g) Contract Goals

The ICTC will use contract goals to meet any portion of the overall goal. ICTC does not project being able to meet using race-neutral means. Contract goals are established so that, over the period to which the overall goal applies, they will cumulatively result in meeting any portion of our overall goal that is not projected to be met through the use of race-neutral means.

We will establish contract goals only on those DOT-assisted contracts that have subcontracting possibilities. We need not establish a contract goal on every such contract, and the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work.)

We will express our contract goals as a percentage of total amount of a DOT-assisted contract.

Section 26.53 Good Faith Efforts Procedures

Demonstration of Good Faith Efforts (26.53(a) & (c))

The obligation of the bidder/offeror is to make good faith efforts. The bidder/offeror can demonstrate that it has done so either by meeting the contract goal or documenting good faith efforts. Examples of good faith efforts are located in Appendix A to 49 CFR Part 26.

The following personnel is responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as responsive:

Kathi Williams, Senior Transit Planner
Imperial County Transportation Commission
1405 N. Imperial Ave. Suite 1
EL Centro, Ca, 92243
760-592-4492
kathiwilliams@imperialctc.org

We will ensure that all information is complete and accurate and adequately documents the bidder/offer's good faith efforts before we commit to the performance of the contract by the bidder/offeror.

Information to be submitted (26.53(b))

ICTC treats bidder/offers' compliance with good faith efforts' requirements as a matter of responsiveness.

Each solicitation for which a contract goal has been established will require the bidders/offerors to submit the following information:

1. The names and addresses of DBE firms that will participate in the contract;
2. A description of the work that each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractors commitment and
6. If the contract goal is not met, evidence of good faith efforts.

Administrative reconsideration (26.53(d))

Within 10 days of being informed by ICTC that it is not responsive because it has not documented sufficient good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder/offerors should make this request in writing to the following reconsideration official:

Mark Baza, Executive Director
Imperial County Transportation Commission
1405 N. Imperial Ave. Suite 1
El Centro Ca, 92243
760-592-4494
markbaza@imperialctc.org

The reconsideration official will not have played any role in the original determination that the bidder/offeror did not document sufficient good faith efforts.

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with our reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do. We will send the bidder/offeror a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transpiration.

Good Faith Efforts when a DBE is replaced on a contract (26.53(f))

ICTC will require a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the contract goal. We will require the prime contractor to notify the DBE Liaison officer immediately of the DBE’s inability or unwillingness to perform and provide reasonable documentation.

In this situation, we will require the prime contractor to obtain our prior approval of the substitute DBE and to provide copies of new or amended subcontracts, or documentation of good faith efforts.

If the contractor fails or refuses to comply in the time specified, ICTC will issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the contracting officer may issue a termination for default proceeding.

Sample Bid Specification:

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the [Name of ICTC] to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the
requirements of this bid specification. These requirements apply to all bidders/offerees, including those who qualify as a DBE. A DBE contract goal of ____ percent has been established for this contract. The bidder/offeree shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26 (Attachment 1), to meet the contract goal for DBE participation in the performance of this contract.

The bidder/offeree will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) Written documentation of the bidder/offeree's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; (5) Written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (5) if the contract goal is not met, evidence of good faith efforts.

Section 26.55 Counting DBE Participation

We will count DBE participation toward overall and contract goals as provided in 49 CFR 26.55.

SUBPART D – CERTIFICATION STANDARDS

Section 26.61 – 26.73 Certification Process

ICTC will use the certification standards of Subpart D of Part 26 to determine the eligibility of firms to participate as DBEs in DOT-assisted contracts. To be certified as a DBE, a firm must meet all certification eligibility standards. We will make our certification decisions based on the facts as a whole.

For information about the certification process or to apply for certification, firms should contact:

CALTRANS Civil Rights
ATTN: Certification Unit
1823 14th Street
Sacramento, Ca. 95811
(866) 810-6346
http://www.caltrans.ca.gov/hq/bep/business_forms.htm

SUBPART E – CERTIFICATION PROCEDURES

Section 26.81 Unified Certification Programs

ICTC adopts the California Unified Certification program (CUCP) procedures administered by the Certifying agencies of the CUCP. The ICTC is the member of a Unified Certification Program (UCP). The UCP meets all of the requirements of this section. The following is a description of the UCP (as provided on the CUCP website located at http://www.californiaucp.com/index.html)

"The California Unified Certification Program (CUCP) went into effect on January 1, 2002. It is a one stop shopping certification procedure that eliminates the need for Disadvantaged Business Enterprises (DBE) firms to obtain certifications from multiple agencies within the State."
The CUCP is charged with the responsibility of certifying firms and compiling and maintaining a single Statewide database of certified DBEs, pursuant to 49 CFR Part 26. The database is intended to expand the use of DBE firms by maintaining complete and current information on those businesses and the products and services they can provide to all DOT assisted grantees in California.

The CUCP has established two regional DBE certification clusters throughout the State, designated by geographical boundaries to effectively facilitate Statewide DBE certification activities. The CUCP certifying agencies are responsible for certifying DBE firms. It is not necessary to apply for DBE certification at more than one agency. If your firm meets the general criteria for DBE certification as provided on the Application package, please submit your completed application, along with the requested documentation to one of the Certifying agencies serving the County where your firm has its principal place of business.

Section 26.83 Procedures for Certification Decisions

Re-certifications 26.83(a) & (c)

We will review the eligibility of DBEs, to make sure that they will meet the standards of Subpart E of Part 26. We will complete this review no later than five years from the most recent certification date of each firm.

For firms that we have reviewed and found eligible under part 26, we will again review their eligibility every five years. These reviews will include the following components: filing out a new application, performing on site visits in the ICTC local area, and reviewing work history, qualifications and equipment of the firm.

"No Change" Affidavits and Notices of Change (26.83(j))

To the extent as required by the CUCP, we require all DBEs to inform us, in a written affidavit, of any change in its circumstances affecting its ability to meet size, disadvantaged status, ownership or control criteria of 49 CFR Part 26 or of any material changes in the information provided with the CUCP's application for certification.

We also require all owners of all DBEs to submit, on the anniversary date of their certification, a "no change" affidavit meeting the requirements of 26.83(j). The text of this affidavit is the following:

I swear (or affirm) that there have been no changes in the circumstances of [name of DBE firm] affecting its ability to meet the size, disadvantaged status, ownership, or control requirements of 49 CFR part 26. There have been no material changes in the information provided with [name of DBE]'s application for certification, except for any changes about which you have provided written notice to the ICTC under 26.83(j). [Name of firm] meets Small Business Administration (SBA) criteria for being a small business concern and its average annual gross receipts (as defined by SBA rules) over the firm's previous three fiscal years do not exceed $16.6 million.

We require DBEs to submit with this affidavit documentation of the firm's size and gross receipts.

We will notify all currently certified DBE firms of these obligations. This notification will inform DBEs that to submit the "no change" affidavit, their owners must swear or affirm that they meet all
regulatory requirements of part 26, including personal net worth. Likewise, if a firm's owner knows or should know that he or she, or the firm, fails to meet a part 26 eligibility requirement (e.g. personal net worth), the obligation to submit a notice of change applies.

Section 26.85 Denials of Initial Requests for Certification

If the CUCP denies a firm's application or decertify it, it may not reapply until 12 months have passed from the action.

Section 26.87 Removal of a DBE's Eligibility

In the event the CUCP proposes to remove a DBE's certification, we will follow procedures consistent with 26.87.

Section 26.89 Certification Appeals

Any firm or complainant may appeal the CUCP decision in a certification matter to DOT. Such appeals may be sent to:

Department of Transportation  
Office of Civil Rights Certification Appeals Branch  
400 7th Street, SW  
Room 2104  
Washington, D.C. 20590

We will promptly implement any DOT certification appeal decisions affecting the eligibility of DBEs for our DOT-assisted contracting.

SUBPART F – COMPLIANCE AND ENFORCEMENT

Section 26.109 Information, Confidentiality, Cooperation

We will safeguard from disclose to third parties information that may reasonably be regarded as confidential business information, consistent with Federal, state, and local law.

Notwithstanding any contrary provisions of state or local law, we will not release personal financial information submitted in response to the personal net worth requirement to a third party (other than DOT) without the written consent of the submitter.

Monitoring Payments to DBEs

We will require prime contractors to maintain records and documents of payments to DBEs for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of the ICTC or DOT. This reporting requirement also extends to any certified DBE subcontractor.

We will perform interim audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation.
**ATTACHMENTS**

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Attachment 1

Organizational Chart

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

Commission

Mark Baza
Executive Director

Kathi Williams
Senior Transit Planner
Attachment 2

DBE Directory

See the CUCP directory, found at http://www.dot.ca.gov/ucp/GetLicenseForm.do

ICTC encourages prime contract bidders to search this directory when seeking subcontractors that are certified as a DBE.
Attachment 3

Monitoring and Enforcement Mechanisms

The ICTC has available several remedies to enforce the DBE requirements contained in its contracts, including, but are not limited to, the following:

1. Breach of contract action, pursuant to the terms of the contract;
2. Breach of contract action pursuant to California Civil Code S 3300, et. seq;
3. Any other enforcement mechanism in law or equity allowable in California

In addition, the federal government has available several enforcement mechanisms that it may apply to firms participating in the DBE problem, including, but not limited to, the following:

1. Suspension or debarment proceedings pursuant to 49 CFR part 26
2. Enforcement action pursuant to 49 CFR part 31
3. Prosecution pursuant to 18 USC 1001.
Attachment 4

ICTC Methodology for adopting an FY 2013-15 DBE goal for FTA purposes

Pursuant to Section 49 CFR Part 26, The ICTC present the following information as it relates to the development of the ICTC Methodology for adopting a FY 2013-15 DBE goal for FTA purposes.

The projects include various transit service oriented and professional contracting opportunities and are anticipated to be awarded during the first year of the triennial period. Information on contracts to be awarded for the 2nd and 3rd year of the triennial period are not yet available and therefore not considered in this assessment.

Anticipated ICTC contracting opportunities during FY 2013-15 utilizing FTA funds:

1. One (1) Contract for public fixed route transit services and One (1) Contract for ADA paratransit services, One Contract for Demand response transit services.
   - Total FY 13-15 contract cost (including federal and non federal funds): $5,916,350
   - Total FY 13-15 FTA funds associated with this contract: $2,419,319
   - Total FY 2013-15 FTA 5307 Funds: $2,085,532, FTA 5311 Funds: $133,787
     FTA 5317 Funds: $200,000

These contracts are for turnkey operation of all public fixed route transit and ADA paratransit services currently or proposed to be administered by ICTC (i.e. Imperial Valley Transit and IVT Access). ICTC does not own transit vehicles or facilities, therefore only those firms capable of providing facilities and the vehicles needed for operations (at a minimum, twelve 40’ buses and eighteen cutaways) will respond to ICTC’s competitive bid processes.

Approximate total amounts were based upon:

1. Obligated funds based on revenue apportionments as posted by the FTA under the FY 2013-14 FTA 5307 and FTA 5311 program, grant award for FY 2013-14 FTA 5317 funds and documented in the FY 2013-14 ICTC OWP and Transit Budget.
Unique factors affecting the development of the DBE Goal for FY 2013-15

1. Recognition and local knowledge that as a small urban turnkey transit system, the majority of the FTA 5307 and FTA 5311 funds are used for direct operating costs in turn key contracts for which limited opportunities exist for DBE and small business participation i.e. salaries and facility lease costs.

2. Recognition and local knowledge that there is limited DBE participation in the immediate geographic area. The area is 84 miles to the south of Riverside and 120 miles to the east of San Diego counties, which represent the closest populated areas. The market area, or region, therefore has been expanded to include the Counties of Imperial, Riverside and San Diego Counties. The DBE firms certified by the California Unified Certification Program with the most appropriate NAICS classification code (485113 – Bus and motor vehicle transit systems) are generally charter services who are not ready, willing, or able to bid on public fixed route contracts of this size and complexity.

3. There may exist opportunities for the prime contractor (currently First Transit) to utilize outside firms to provide needed services. However the distance to cover providing these services when unbundled has not proven attractive or realistic to DBE providers from adjacent urbanized areas.

Step 1 – Development of the Base Goal Figure

In order to determine an overall goal the first step is to determine a base figure:

Approximate potential funding available for the contacting opportunities

<table>
<thead>
<tr>
<th>Table 1</th>
<th>Amount of DOT Funding</th>
<th>Amount of DOT funds</th>
<th>Percent of Total Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAICS CODE</td>
<td>Description of the Work</td>
<td>($1,299,500.00)</td>
<td>100%</td>
</tr>
<tr>
<td>423120</td>
<td>Parts (general)</td>
<td>$180,645.00</td>
<td>0.095</td>
</tr>
<tr>
<td>423130</td>
<td>Tire products</td>
<td>$472,000.00</td>
<td>0.247</td>
</tr>
<tr>
<td>424720</td>
<td>Fuel and Oil Suppliers</td>
<td>$1,098,373.00</td>
<td>0.575</td>
</tr>
<tr>
<td>541614</td>
<td>Consulting Services</td>
<td>$000,000.00</td>
<td>0.000</td>
</tr>
<tr>
<td>541850</td>
<td>Transit Advertising</td>
<td>$160,000.00</td>
<td>0.084</td>
</tr>
<tr>
<td>541870</td>
<td>Transit printing</td>
<td>$75,000.00</td>
<td>0.039</td>
</tr>
<tr>
<td>TOTALS</td>
<td></td>
<td>$1,299,500.00</td>
<td>100%</td>
</tr>
</tbody>
</table>
The number of DBE and non DBE firms ready, willing, and able to bid on contracting opportunities

### Table 2  Relative Availability of DBEs

<table>
<thead>
<tr>
<th>NAICS CODE</th>
<th>Description of the Work</th>
<th>Available DBEs in the Region</th>
<th>Number of all Firms Available</th>
<th>Relative Availability</th>
</tr>
</thead>
<tbody>
<tr>
<td>423120</td>
<td>Parts (general)</td>
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<td>Fuel and Oil Suppliers</td>
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<td>4</td>
<td>0.000</td>
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<td>541614</td>
<td>Consulting Services</td>
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<td>5</td>
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</tr>
<tr>
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</tr>
<tr>
<td>541870</td>
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<td>10</td>
<td>0.000</td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td></td>
<td>0</td>
<td>100%</td>
<td>0%</td>
</tr>
</tbody>
</table>

### Local Potential Subcontracting Opportunities

There are currently a total of six certified DBE's in the entire County of Imperial. None perform the services that Imperial Valley Transit needs. Two are general freight trucking companies, two provide engineering services, one is an electrical contractor, and one does fabricated structural metal manufacturing. Therefore, there are no DBE's available in the region to provide unbundled services i.e. printing, advertising, or website services.

### Table 3  Step One - Base Goal Development

<table>
<thead>
<tr>
<th>NAICS CODE</th>
<th>Description of the Work</th>
<th>Weight</th>
<th>Relative Availability</th>
<th>Weighted Base Figure</th>
</tr>
</thead>
<tbody>
<tr>
<td>423120</td>
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<td>0.095</td>
<td>0.000</td>
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</tr>
<tr>
<td>423130</td>
<td>Tire products</td>
<td>0.247</td>
<td>0.000</td>
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<tr>
<td>424720</td>
<td>Fuel and Oil Suppliers</td>
<td>0.575</td>
<td>0.063</td>
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<tr>
<td>541614</td>
<td>Consulting Services</td>
<td>0.000</td>
<td>0.000</td>
<td>0.000</td>
</tr>
<tr>
<td>541850</td>
<td>Transit Advertising</td>
<td>0.084</td>
<td>4.000</td>
<td>0.000</td>
</tr>
<tr>
<td>541870</td>
<td>Transit printing</td>
<td>0.039</td>
<td>5.000</td>
<td>0.000</td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td></td>
<td>100%</td>
<td>100%</td>
<td>0.000</td>
</tr>
</tbody>
</table>
Step 2: Adjustments to the Base DBE Relative Availability Figure

Adjustments to the base figure goal may be necessary and justified for a variety of reasons including: lower or higher than expected past participation by DBE firms, additional evidence from disparity studies, etc. Unfortunately, very little data of this sort is currently available to ICTC. In past years FTA funds were spent solely on the turnkey operations contract. In addition, no comprehensive disparity study has been or is likely to be conducted in Imperial County. Therefore, ICTC cannot identify a valid reason to adjust its base goal upward or downward based on past participation or based upon other available studies.

However, ICTC does recognize that there are many firms within Imperial County currently eligible to be certified as DBE firms that simply have not gone through the application process. Based on recent conversation with potential applicants, this is because of a lack of understanding of said process but more to do with a lack of desire or monetary incentive to do so. ICTC encouraging these firms in contracting opportunities, especially local subcontracting opportunities.

An outreach program may be successful given the large proportion of minority and women owned firms without the County of Imperial. (The numbers reported below are from 2010 Census data.)

<table>
<thead>
<tr>
<th>Hispanic owned firms</th>
<th>44.1%</th>
<th>Asian owned firms</th>
<th>6.3%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Women owned firms</td>
<td>25.8%</td>
<td>Black owned firms</td>
<td>1.6%</td>
</tr>
</tbody>
</table>

Table 4  Historical DBE Participation

<table>
<thead>
<tr>
<th>FFY</th>
<th>Goals</th>
<th>Annual Participation</th>
</tr>
</thead>
<tbody>
<tr>
<td>2011</td>
<td>1.40%</td>
<td>0.00%</td>
</tr>
<tr>
<td>2012</td>
<td>1.40%</td>
<td>0.00%</td>
</tr>
<tr>
<td>2013</td>
<td>1.40%</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

The median participation FFYs 2014 and Step 2 Goal

- DBE Median Participation 0.00%
- Step One Base Goal 0.00%
- Total 0.00%

Divided by 2 = 2

0.00%

However, ICTC feels an adjustment of its DBE goal is warranted. There have been opportunities for non federally funded projects to have DBE/WBE/MDE/UDBE participation. Most recently, three consultant developed projects were completed in FY 2012 and 2013:

- Transit Drug and Alcohol Programs Compliance Audit $11,000 DBE participation =100% = $11,000
- Short Range Transit Plan $97,317 DBE participation =15.4% = $14,986
- IVT – Specific Operational Analysis $112,500 DBE Participation = 4% = $4,500

In a desire to maintain the spirit of the law, it will be requested that consultants or subcontractors strive to attain a DBE goal of **FY 2013-14 DBE Goal = 2.0%**
Attachment 5

Section 26.51: Breakout of Estimated Race-Neutral & Race Conscious Participation

The ICTC is a small urban organization with the majority of its FTA funding used for operating expenses rather than for capital purchases. ICTC will meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating DBE participation as required in Section 26.51(a). Planned outreach efforts by ICTC are all race/gender neutral and it is anticipated that ICTC will accomplish its DBE goal solely through race/gender neutral means.

ICTC will use the following race neutral means to increase DBE participation:

1. Arranging solicitations, times for the presentations of bids, quantities, specifications and delivery schedules in a manner that facilitate DBE and other small businesses participation. i.e. unbundling large contracts to make them more accessible, requiring large contractors to subcontract portions of the work effort
2. Reducing bonding requirements when possible
3. Providing technical assistance and other services
4. Providing information and communications in a bilingual format
5. Coordinating with resource agencies i.e. workforce development, small business alliance, chambers of commerce and economic development centers
Attachment 6

Forms for Demonstration of Good Faith Efforts

[Forms should be provided as part of the solicitation documents.]
Placeholder for form
Placeholder for form
Placeholder for form
Attachment 7

Certification Application Forms

The certification application forms for the CUCP are found at:

http://caltrans.ca.gov/hq/bep/downloads/pdf/UCP_application_package_rev_06_2

The application package includes an affidavit of personal net worth.
Attachment 8

Procedures for Removal of DBE’s Eligibility

The ICTC is not a certifying agency under the CUCP.

Ineligibility complaints

Any person may file a written complaint alleging that a currently certified firm is not eligible and specifying the alleged reasons why the firm is ineligible. ICTC is not required to accept a general statement or allegation that a firm is ineligible, or an anonymous complaint. The complaint must include information supporting the assertion that the firm is ineligible and should not continue to be certified Complainants identified must be protected as provided in Sec 26.109(b).

ICTC will review its records concerning the firm and any materials provided by the complainant. ICTC may request additional information or conduct any other investigation that ICTC deems necessary.

If the ICTC determines that there is reasonable cause to believe that the firm is ineligible, ICTC will provide written notice to the firm that the ICTC proposes to find the firm ineligible, setting forth the reasons. If ICTC determines that reasonable cause does not exist, the ICTC will notify the complainant and the firm in writing of this determination and the reasons for it. All statement and reasons for findings on the issue of reasonable cause must specifically reference the evidence in the record on which the reason is based.

Recipient initiated

If based on notifications by the firm of a change in its circumstances or other information that comes to ICTC attention, the ICTC determines that there is reasonable cause to believe that a currently certified firm is ineligible, the ICC will provide written notice to the firm that ICTC proposes to find the firm ineligible, setting forth the reasons for the proposed determination. The statement of reasons for the finding of reasonable cause must specifically reference the evidence in the record on which each reason is based.

DOT directive

If the DOT determines that a firm does not meet the requirements for eligibility, the DOT will provide a notice setting forth the reasons for the record with relevant documentation and the ICTC may initiate appropriate actions after consultation with the DOT.
Attachment 9

Regulations: 49 CFR Part 26

Please refer to: http://www.fhwa.dot.gov/HEP/49cfr26.htm
Attachment 10

Affadavit(s) of Publication
Attachment 11

Imperial County Transportation Commission (ICTC)
Small Business Program

Consistent with Imperial County Transportation Commission’s policy that firms certified as DBE, MBE, WBE and ESB have an equal opportunity to participate in the performance of contracts, as well as to foster small business participation in conformance with CFR 49 Part 26.39, ICTC has developed and administers a Small Business program.

Under the Small Business program, ICTC will facilitate participation by Small Businesses in its contracts and agreements through the development of procedures, documents and practices that are “Small Business friendly”.

Elements of ICTC’s Small Business Program are as follows:

Size Standard

1. Under ICTC’s Small Business program, a Small Business is a business that:

   a. Is organized for profit;
   b. Has a place of business in the United States;
   c. Is independently owned and operated
   d. For its industry, does not exceed the numerical size standard established by the federal Small Business Administration pursuant to 13 Code of Federal Regulations Part 121. For more information on these standards see the following Internet site:


http://www.sba.gov/content/table-small-business-size-standards

2. A business shall be presumed to meet the Small Business size standard and be a Small Business if the business comes within one of the following categories:

   a. Is a participant in federal Small Business Administration programs such as, but not limited to Section 8(a) Business Development, Small Disadvantaged, and HUBZone.

   b. Is certified by a public agency other than OMWESB and has a size standard that is no greater than the Small Business Administration Size Standard.
To obtain a listing of Small Businesses participating in the U.S. Small Business Administration programs or activities as eligible Small Businesses, contact the SBA’s San Diego District Office at 550 West C Street Suite 550, San Diego, CA 92101.

3. If a business does not come within one of the categories set forth in the paragraph immediately above, the business may qualify if it can assure itself and demonstrate to ICTC that the business does in fact meet the applicable Small Business size standard. The business may use tax records, certified annual audit reports of the business, or other documents reasonably related to showing that the business meets the Small Business definition and size standard.

4. Businesses are advised that in proving they meet the size standard for annual gross receipts, the amounts are averaged over the business’ latest three (3) completed fiscal years to determine its average annual receipts. If a business has not been in business for three (3) years, the average weekly revenue for the number of weeks it has been in business is multiplied by 52 to determine its average annual receipts. If there are questions or issues about whether a business meets the applicable size standard, ICTC and the business will consult and, to the extent practicable, follow the methodologies established by the federal Small Business Administration in determining whether a business is within or exceeds an applicable size standard.

Facilitation of Contracting Opportunities

In order to facilitate participation by Small Businesses in its contracts and agreements, ICTC will implement “Small Business friendly” strategies in its procurement process. These strategies may include the following, as appropriate, however at the current time, ICTC will not “set-aside” contracts for Small Businesses:

1. On larger contracts, require bidders on the prime contract to specify elements of the contract or specific subcontracts that are of a size Small Businesses can reasonably perform.
2. Require general contractors to provide subcontracting opportunities of a size that Small Businesses can reasonably perform.
3. Identify alternative procurement strategies; structure procurements to facilitate the ability of Small Businesses, or consortia or joint ventures including Small Businesses, to compete for and perform the work.
4. Require general contractors to describe historical usage of Small Businesses.
5. Require contractors to describe strategies for maximizing Small Business usage under the contract, through use of an outreach plan or other appropriate means.
IV. APPROVAL OF CONSENT CALENDAR

E. Resolution of the ICTC which certifies that ICTC has the resources to fund the projects in the FFY 2014/15-2019/20 Transportation Improvement Program and affirms its commitment to implement all projects in the program.
RESOLUTION NO.________

A RESOLUTION OF THE IMPERIAL COUNTY TRANSPORTATION COMMISSION (ICTC) WHICH CERTIFIES THAT ICTC HAS THE RESOURCES TO FUND THE PROJECTS IN THE FFY 2014-15 – 2019/20 TRANSPORTATION IMPROVEMENT PROGRAM AND AFFIRMS ITS COMMITMENT TO IMPLEMENT ALL PROJECTS IN THE PROGRAM

WHEREAS, ICTC is located within the metropolitan planning boundaries of the Southern California Association of Governments; and

WHEREAS, the MAP-21 Moving Ahead for Progress in the 21st Century Act (MAP-21) requires SCAG to adopt a regional transportation improvement program for the metropolitan planning area; and

WHEREAS, MAP-21 also requires that the regional transportation improvement program include a financial plan that demonstrates how the transportation improvement program can be implemented; and

WHEREAS, the ICTC is the agency responsible for short-range capital and service planning and programming for the ICTC area within SCAG; and

WHEREAS, as the responsible agency for short-range transportation planning, the ICTC is responsible for the development of the ICTC Transportation Improvement Program, including all projects utilizing federal and state highway/road and transit funds; and

WHEREAS, the ICTC must determine, on an annual basis, the total amount of funds that could be available for transportation projects within its boundaries; and

WHEREAS, the ICTC has adopted the FFY 2014/15-2019/20 ICTC Transportation Improvement Program with funding for FFY 2014/15 and 2015/16 available and committed, and reasonably committed for FFY 2016/17 through 2019/20.

NOW, THEREFORE, BE IT RESOLVED by the ICTC that it affirms its continuing commitment to the projects in the FFY 2014/15-2019/20 ICTC Transportation Improvement Program (TIP); and

BE IT FURTHER RESOLVED, that the FFY 2014/15-2019/20 ICTC TIP Financial Plan identifies the resources that are available and committed in the first two years and reasonably available to carry out the program in the last four years, and certifies that:

1. Projects in the FFY 2014/15-2019/20 ICTC TIP are consistent with the proposed 2014 State Transportation Improvement Program scheduled to be approved by the California Transportation Commission in April 2014; and
2. All of the projects in the ICTC TIP have complete funding identified in the Program. The ICTC 2014 STIP Regional Improvement Program, as identified in the Financial Plan, will include sufficient funds to complete the project.

3. ICTC has the funding capacity in its county Surface Transportation Program and Congestion Mitigation and Air Quality Program allocation to fund all of the projects in the FFY 2014/15-2019/20 ICTC TIP; and

4. The local match for projects funded with federal STP and CMAQ program funds is identified in the TIP.

5. All the Federal Transit Administration funded projects are programmed within MAP-21 Guaranteed Funding levels.

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

By: ___________________________
Chariman

ATTEST:

By: ___________________________
CRISTI LERMA
Secretary to the Commission
V. REPORTS

A. ICTC EXECUTIVE DIRECTOR REPORT
Memorandum

Date: January 2, 2014
To: ICTC Management Committee
From: Mark Baza, Executive Director
Re: Executive Director’s Report

The following is a summary of the Executive Director’s Report for the Management Committee meeting of January 8, 2014

1. Imperial-Mexicali Binational Alliance: The next Binational Alliance meeting is scheduled for February 13, 2014 in the City of Mexicali.

2. Calexico Intermodal Transportation Center: The Kick off meeting was held on November 5, 2013 at the ICTC offices. An outreach meeting with all transit providers in the City of Calexico was conducted on Tuesday, December 17, 2013. The feasibility study’s scope of work will also include: stakeholder meetings, public workshops, stakeholder surveys, site selection analysis, and financial and operational feasibility reports. See attached fact sheet.

3. Pedestrian and Bicycle Transportation Access Study: The Study will focus on the California-Mexico border region, specifically its six Ports of Entry (POEs). ICTC is working with Caltrans and SANDAG to complete a Request for Proposal (RFP) for the study. The RFP was advertised on Friday, November 8, 2013. A non-mandatory pre-bid meeting was held at the ICTC offices on December 6, 2013. On December 20, 2013 a total of 6 proposals were received by ICTC. The review and scoring will take place in January 2014 with anticipated oral interviews during the week of January 13, 2014.

4. The IVT Gold Line (City of Brawley) and Brawley Transfer Terminal: The construction for the Transfer Terminal was completed in August and became operational on August 1, 2013. The City in partnership with ICTC held a ribbon cutting ceremony on December 18, 2013. The IVT Gold Line is in operation. The service is free of charge to the public until February 3, 2014. Schedule information is available at www.ivtransit.com and in printed form.

5. El Centro Transfer Terminal: Construction is in progress with completion still on schedule for January 2014. A ribbon cutting ceremony is tentatively scheduled for the end of January.

6. IVT Bus Stop Safety and Design Standards Guidelines Project: The project kick off meeting was held on December 4, 2013 at ICTC offices. The consultant team was introduced to the public works staff
and planners in attendance. The final product will benefit ICTC, the cities and County in the implementation of future bus stop and terminal capital improvements throughout the region. This project is the second phase of the multi-year Four Phase Bus Stop Improvement Program.

7. **Transportation Development Act (TDA-State Funds) Triennial Performance Audit Project:** A kick off meeting was conducted on December 10th at ICTC offices. Requests for information have been emailed to member agency staff. The audit is a state mandated requirement every three years for all TDA funds received in Imperial County.

8. **ADA Paratransit Service Certification and Eligibility Process, Demand Management Review and Growth Assessment.** A kick off meeting is scheduled for January 10, 2014 at the ICTC offices. The consultant will evaluate our certification and eligibility process for the ADA paratransit service; provide an assessment of the growth and subsequent demand for future years.

9. **Update to the 2008 Coordinated Public Transit and Human Services Transportation Plan.** A kick off meeting was conducted on December 13, 2013 at the ICTC offices. The primary purpose of the Coordinated Plan is to continue to meet the Federal Transit Administration’s (FTA) and other funding agency’s requirements for eligibility for various grants, including but not limited to the FTA Section 5310 program. The update to the Coordinated Plan will include a reassessment of all available public and private transportation services in Imperial County, a reassessment of public and social services transportation needs, development of strategies and/or activities to address gaps in service, identification of coordination actions to eliminate or reduce duplication in services where they exist, and a prioritization of implementation strategies.

10. **The San Diego State University / Imperial Valley College Transit Shuttle Analysis.** A Memorandum of Understanding between SCAG and ICTC was executed on December 19, 2013. The Transit Shuttle Analysis will assess the feasibility of an inter-college shuttle service in Imperial County. ICTC and SCAG staff will work together to draft the RFP for the project.
Calexico Border Intermodal Transportation Center Feasibility Study

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

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

Public Participation Plan – Engagement Population Targets

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

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

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

<table>
<thead>
<tr>
<th>Proposed Public Outreach Activities</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Steering Committee Meetings</td>
<td>Quarterly</td>
</tr>
<tr>
<td>Stakeholder Interviews</td>
<td>Dec 2013</td>
</tr>
<tr>
<td>Transit Passenger Survey</td>
<td>Jan 2014</td>
</tr>
<tr>
<td>Ongoing Public and Stakeholder Outreach</td>
<td>On-going</td>
</tr>
<tr>
<td>Public Workshop #1</td>
<td>Jan 2014</td>
</tr>
<tr>
<td>Public Workshop #2</td>
<td>Feb 2014</td>
</tr>
<tr>
<td>Public Hearing - Calexico City Council</td>
<td>June 2014</td>
</tr>
<tr>
<td>Presentation of Draft Report to Calexico City Council</td>
<td>July 2014</td>
</tr>
<tr>
<td>Presentation of Draft Report to ICTC Management Committee</td>
<td>July 2014</td>
</tr>
<tr>
<td>Presentation of Draft Report to ICTC Commission</td>
<td>July 2014</td>
</tr>
<tr>
<td>Public Comment Period</td>
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<tr>
<td>Presentation of Draft Report to Calexico City Council</td>
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<td>August 2014</td>
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<tr>
<td>Approved Final Report</td>
<td>Sep 2014</td>
</tr>
</tbody>
</table>

For more information, please contact Virginia Mendoza, ICTC Project Manager at 760.592.4494 or via email at virginiamendoza@imperialctc.org.
VI. ACTION CALENDAR

A. ROTATION OF CHAIR AND VICE CHAIR POSITION
January 6, 2014

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

SUBJECT: Rotation of Chair and Vice-Chair Positions

Dear Committee Members:

The ICTC Management Committee has historically rotated the chairperson’s position in from amongst its member agencies. In addition there has been a Vice Chairperson. Both of these positions serve for a period of approximately one year.

It is requested that the Management Committee take any appropriate action in the consideration of the rotation and assignment of the two positions.

Sincerely yours,

MARK BAZA  
Executive Director

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

B. 2013 GILLIG BUS PROCUREMENT—DRAFT CONTRACT AGREEMENT
January 3, 2014

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


Dear Committee Members:

In November 2012, the Imperial County Transportation Commission (ICTC) approved an expenditure plan for the purchase of six new Gillig 40ft. low floor/clean-diesel transit buses. The funds approved under the expenditure plan were allocated to ICTC through the State of California’s Proposition 1B Bond Program’s, Public Transportation Modernization, Improvement and Services Enhancement Account (PTMISEA).

In order to facilitate the procurement of the vehicles, ICTC joined a consortium of 22 public transit agencies throughout California. The lead agency for this consortium is the Central Contra Costa Transit Authority (CCCTA). On August 15, 2013, Gillig LLC was awarded a 5-year contract from the CCCTA for the purchase and delivery of buses based on their Request for Proposal (RFP) # 2012-MA-02. Only two proposals were received by CCCTA. The second proposal was deemed non-responsive.

Participation in the approved consortium allows ICTC to purchase new transit vehicles over a 5-year time frame. Under the proposed contract, ICTC would only be committed to purchase six buses during the 5-year term, but has the option to purchase up to 12 during the life of the contract.

The CCCTA consortium contract provides several benefits for ICTC, including being grandfathered under the AB 1706 axle weight provisions, procuring buses in a large consortium to obtain more competitive pricing, and the purchase of buses without ICTC undertaking a lengthy procurement process. The consortium procurement includes all of the Buy America requirement’s and met the Federal Transit Administration’s procurement policy guidelines.
The purchase of six new buses allows ICTC to replace the five older 40ft. 1988-89 “Phantom Gillig” buses which currently operate on the Imperial Valley Transit (IVT) system. Upon completion of the six new buses this will increase the IVT Gillig fleet with up to 16 total 40ft. low floor/clean-diesel Gillig buses, increasing the fleets efficiency and effectiveness. The cost of each vehicle will be approximately $400,000, depending on the specifications approved for ICTC. The estimated time of delivery is approximately 18 months from the time ICTC finalizes and approves the specifications for the purchase.

It is requested the ICTC Management Committee recommend that the ICTC Commission take the following actions, after public comment if any:

1. Authorize the Executive Director to sign the contract agreement between Gillig LLC and the Imperial County Transportation Commission (ICTC) for the procurement of a minimum of 6 and up to 12 transit buses.

Sincerely,

[Signature]

MARK BAZA
Executive Director

Attachment

MB/kw/ds
REQUEST FOR PROPOSALS FOR
PURCHASE AND DELIVERY OF HEAVY DUTY BUSES
RFP 2012-MA-02

APPENDIX A
AGREEMENT
PAGE-1

CONTRACT AGREEMENT FOR PROCUREMENT OF TRANSIT BUSES

THIS AGREEMENT is made as of the __________ day of __________, 20__, by and between the Imperial County Transportation Commission (AGENCY) and GILLIG, LLC ("CONTRACTOR").

WHEREAS, the AGENCY desires to purchase a minimum of 6 and a maximum of 12 buses (which bus quantities may be assigned to other public agencies) to be delivered over the term of the Contract and has participated in the Request for Proposals RFP 2012-MA-02 dated December 26, 2012, a copy of which is attached and incorporated as Exhibit A; and

WHEREAS, the CONTRACTOR desires to furnish such services and submitted a written proposal dated April 26, 2013 a copy of which is attached and incorporated as Exhibit B.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. RENDITION OF SERVICES

The CONTRACTOR agrees to provide services to the AGENCY in accordance with the terms and conditions of this Agreement.

2. SCOPE OF WORK

The Contractor shall perform all work and furnish all the labor, materials, tools, equipment, services, and incidentals as set forth in Exhibit A, as supplemented by Exhibit B, except when inconsistent with Exhibit A.

3. TERM OF AGREEMENT

The term of this Agreement will be for a five-year commencing upon the AGENCY’S issuance of a written Notice to Proceed or unless sooner terminated pursuant to Section 22 of this Agreement. The CONTRACTOR shall furnish the AGENCY with all the materials, equipment and services called for under this Agreement, and perform all other work, if any, described in the Contract Specifications.

It is further understood that the term of Contract is subject to the AGENCY’S right to terminate the Contract in accordance with Section 22 of this Agreement.

4. OWNERSHIP OF WORK

All reports, designs, drawings, plans, specifications, schedules, and other materials prepared, or in the process of being prepared for the services to be performed by CONTRACTOR are and shall be the property of the AGENCY. The AGENCY shall be entitled to copies and access to these materials during the progress of the work. Any such materials remaining in the hands of the CONTRACTOR or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to the AGENCY. If any materials are lost, damaged, or destroyed before final delivery to the AGENCY, the CONTRACTOR shall replace them at its own expense and the CONTRACTOR assumes all risks of loss, damage, or destruction of or to such materials. The CONTRACTOR may retain a copy of all material produced under this Agreement for its use in its general business activities.
5. **CONFIDENTIALITY**

Any AGENCY materials to which the CONTRACTOR has access or materials prepared by the CONTRACTOR during the course of this Agreement ("confidential information") shall be held in confidence by the CONTRACTOR, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the CONTRACTOR as necessary to accomplish the rendition of services set forth in Section 2 of this Agreement.

The CONTRACTOR shall not release any reports, information, or promotional materials prepared in connection with this Agreement, whether deemed confidential or not, without the approval of the AGENCY'S General Manager.

6. **USE OF SUBCONTRACTORS**

The CONTRACTOR shall not subcontract any services to be performed by it under this Agreement without the prior written approval of the AGENCY, except for service firms engaged in drawing, reprographics, typing, and printing. The CONTRACTOR shall be solely responsible for reimbursing any subcontractors and the AGENCY shall have no obligation to them.

7. **CONTRACTOR'S KEY PERSONNEL**

It is understood and agreed by the parties that at all times during the term of this Agreement that ________ shall serve as the primary staff person of CONTRACTOR to undertake, render, and oversee all of the services under this Agreement.

8. **CHANGES**

The AGENCY may, make changes at any time, by written order, within the scope of services described in this Agreement. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 16 of this Agreement. In the event that CONTRACTOR encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, or identifies any AGENCY conduct (including actions, inaction, and written or oral communications other than a formal contract modification) that the CONTRACTOR regards as a change to the contract terms and conditions, CONTRACTOR shall so advise the AGENCY immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. This notice shall be given to the AGENCY prior to the time that CONTRACTOR performs work or services related to the proposed adjustment in compensation. The pertinent changes shall be expressed in a written supplement to this Agreement prior to implementation of such changes. Failure to provide written notice and receive AGENCY approval for extra work prior to performing extra work may, at the AGENCY'S sole discretion, result in nonpayment of the invoices reflecting such work.

9. **CLAIMS OR DISPUTES**

The CONTRACTOR shall be solely responsible for providing timely written notice to AGENCY of any claims for additional compensation and/or time in accordance with the provisions of this Agreement. It is the AGENCY'S intent to investigate and attempt to resolve any CONTRACTOR claims before the CONTRACTOR has performed any disputed work. Therefore, CONTRACTOR's failure to provide timely notice shall constitute a waiver of CONTRACTOR's claims for additional compensation and/or time.

The CONTRACTOR shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the AGENCY, or the failure or refusal to issue a modification, or the happening of any event, thing, or occurrence, unless it has given the AGENCY due written notice of potential claim. The potential claim shall set forth the reasons for which the CONTRACTOR believes additional compensation may be due, the nature of the costs involved, and the amount of the potential claim.
If based on an act or failure to act by the AGENCY, such notice shall be given to the AGENCY prior to
the time that the CONTRACTOR has started performance of the work giving rise to the potential claim
for additional compensation. In all other cases, notice shall be given within 10 days after the happening of
the event or occurrence giving rise to the potential claim.

If there is a dispute over any claim, the CONTRACTOR shall continue to work during the dispute
resolution process in a diligent and timely manner as directed by the AGENCY, and shall be governed by
all applicable provisions of the Contract. The CONTRACTOR shall maintain cost records of all work
which is the basis of any dispute.

If an agreement can be reached which resolves the CONTRACTOR claim, the parties will execute a Contract
modification to document the resolution of the claim. If the parties cannot reach an agreement with respect to
the CONTRACTOR claim, they may choose to pursue a dispute resolution process or termination of the
contract.

10. **DISADVANTAGED BUSINESS ENTERPRISES**

The AGENCY, as a recipient of Federal financial assistance from the Federal Transit Administration
(FTA) and the Federal Highway Administration (FHWA), is committed to and has adopted a
Disadvantaged Business Enterprise (DBE) Program for Contracts in accordance with Federal
regulations 49 CFR §26, issued by the U.S. Department of Transportation (DOT).

It is the policy of the AGENCY to ensure non-discrimination in the award and administration of all contracts
and to create a level playing field on which Disadvantaged Business Enterprises (DBE) can compete
fairly for contracts and subcontracts relating to the AGENCY'S construction, procurement, and
professional services activities. To this end, the AGENCY has developed procedures to remove barriers to
DBE participation in the bidding and award process and to assist DBEs to develop and compete
successfully outside of the DBE Program. Concerning the performance of this contract, the CONTRACTOR
will cooperate with the AGENCY in meeting these commitments and objectives.

Pursuant to 49 CFR §26.13, and as a material term of any agreement with the AGENCY, the
CONTRACTOR hereby makes the following assurance and agrees to include this assurance in any
agreements it makes with subcontractors in the performance of this contract:

"The CONTRACTOR or subcontractor shall not discriminate on the basis of race,
color, national origin, or sex in the performance of this contract. The CONTRACTOR
shall carry out applicable requirements of 49 CFR §26 in the award and administration
of U.S. DOT-assisted contracts. Failure by the CONTRACTOR or subcontractor to
carry out these requirements is a material breach of this Contract, which may result in
the termination of this Contract or such other remedy, as the AGENCY deems
appropriate."

11. **EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

In connection with the performance of this Agreement the CONTRACTOR shall not discriminate against any
employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, gender,
sexual orientation, age (over 40), marital status, pregnancy, medical condition, or disability as specified in
federal, State, and local laws. The CONTRACTOR shall take affirmative actions to ensure that applicants are
employed, and that employees are treated during their employment, without regard to their race, religion,
color, sex, disability, or national origin. Such actions shall include, but not be limited to, the following:
employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates
of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR
further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial
supplies or raw materials.
12. **CONFLICT OF INTEREST**

Depending on the nature of the work performed, a CONTRACTOR of the AGENCY is subject to the same conflict of interest prohibitions established by the Federal Transit Administration and California law that govern AGENCY employees and officials (Cal. Govt. Code Section 1090 et seq. and Cal. Govt. Code Section 87100 et seq.). During the proposal process or the term of the Agreement, CONTRACTOR and their employees may be required to disclose financial interests.

The CONTRACTOR warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code §1090 et seq. or §87100 et seq. during the performance of services under this Agreement. The CONTRACTOR further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

Depending on the nature of the work performed, CONTRACTOR may be required to publicly disclose financial interests under the AGENCY’s Conflict of Interest Code. Upon receipt, the CONTRACTOR agrees to promptly submit a Statement of Economic Interest on the form provided by AGENCY.

No person previously in the position of Director, Officer, employee or agent of the AGENCY may act as an agent or attorney for, or otherwise represent the CONTRACTOR by making any formal or informal appearance, or any oral or written communication, before the AGENCY, or any Officer or employee of the AGENCY, for a period of twelve months after leaving office or employment with the AGENCY if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant, or contract.

13. **PROHIBITED INTEREST**

No member, officer, or employee of the AGENCY during his or her tenure or for one year after that tenure shall have any interest, direct or indirect, in this Agreement or the proceeds under this Agreement, nor shall any such person act as an agent or attorney for, or otherwise represent, a Bidder or Contractor/Consultant by making a formal or informal appearance, or any oral or written communication, before the AGENCY, or any officer or employee of the AGENCY, for a period of one year after leaving office or employment with the AGENCY if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a Contract.

14. **RESPONSIBILITY: INDEMNIFICATION**

The CONTRACTOR shall indemnify, keep and save harmless the AGENCY, and its directors, officers, agents and employees against any and all suits, claims, or actions arising out of any injury to persons or property, including but not limited to damages arising from the infringement of intellectual property rights of third parties, that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the CONTRACTOR caused by a negligent act or omission of the CONTRACTOR or its employees, subcontractors or agents. The CONTRACTOR further agrees to defend any and all such actions, suits, or claims and pay all charges of attorneys and all other incurred costs and expenses. If any judgment is rendered against the AGENCY or any of the other individuals enumerated above in any such action, CONTRACTOR shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of this Agreement.

15. **INSURANCE**

The insurance requirements specified in this section shall apply to CONTRACTOR and any subcontractors, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations that CONTRACTOR authorizes to work under this Agreement (hereinafter collectively referred to as "Agents"). CONTRACTOR is required to procure and maintain at its sole cost and expense the insurance coverages subject to all of the requirements set forth below. CONTRACTOR is also
required to assess the risks associated with the work to be performed by Agents under subcontract and to include in every subcontract the requirement that the Agent maintain adequate insurance coverages with appropriate limits and endorsements to cover risks; the limit for the commercial general liability insurance in each subcontract shall not be less than $1 million. Such insurance shall remain in full force and effect throughout the term of this Agreement. To the extent that any Agent does not procure and maintain such insurance coverage, CONTRACTOR shall be responsible for said coverage and assume any and all costs and expenses that may be incurred in securing said coverage or in fulfilling CONTRACTOR's indemnity obligation as to itself or any of its Agents in the absence of coverage. In the event CONTRACTOR or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that the CONTRACTOR's insurance be primary without any right of contribution from the AGENCY. Prior to beginning work under this contract, CONTRACTOR shall provide the AGENCY with satisfactory evidence of compliance with the insurance requirements of this section.

A. Types of Insurance

1. Workers' Compensation and Employers' Liability Insurance
   a. Workers' Compensation with Statutory Limits, as required by Section 3700 et seq. of the California Labor Code, or any subsequent amendments or successor acts thereto governing the liability of employers to their employees.
   b. Employer's Liability coverage with minimum limits of $1 million.
   c. Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:
      - Waiver of Subrogation.

2. Commercial General Liability Insurance

Commercial General Liability insurance for bodily injury and property damage coverage with a combined single limit for bodily injury and property damage of at least $1 million per occurrence or claim and a general aggregate limit of at least $1 million. Such insurance shall cover all of CONTRACTOR's operations both at and away from the project site.

   a. This insurance shall include coverage for, but not be limited to:
      - Premises and operations.
      - Products and completed operations.
      - Contractual liability.
      - Personal injury.
      - Advertising injury.
      - Explosion, collapse, and underground coverage (xcu).
      - Broad form property damage.

   b. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:
      - Additional Insured.
      - Cross Liability or Severability of Interests Clause.
      - Primary and Non-Contributory wording.
      - Waiver of Subrogation.

Products and completed operations insurance shall be maintained for three years following termination of this Agreement.
3. **Automobile Liability Insurance**

Business Automobile Liability insurance providing bodily injury and property damage with a combined single limit of at least $1 million per occurrence.

a. This insurance shall include coverage for, but not be limited to:
   - All Owned vehicles.
   - Non-owned vehicles.
   - Hired or rental vehicles.

b. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:
   - Additional Insured.
   - Primary and Non-Contributory wording.
   - Waiver of Subrogation.

4. **Property Insurance**

Property and/or transit insurance, whichever is applicable, with Special Form coverage including theft but excluding earthquake, with limits at least equal to the replacement cost of the property described below.

a. This insurance shall include coverage for, but not be limited to:
   - CONTRACTOR's own business personal property and equipment to be used in performance of this Agreement.
   - Materials or property to be purchased and/or installed on behalf of the AGENCY, if any.
   - Debris removal.
   - Builders risk for property in the course of construction.

b. Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:
   - Waiver of Subrogation.

**B. Endorsements**

1. **Additional Insured**

The referenced policies and any Excess or Umbrella policies shall include as Additional Insureds the AGENCY and its directors, officers, employees, volunteers and agents while acting in such capacity, and their successors or assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

2. **Waiver of Subrogation**

The referenced policies and any Excess or Umbrella policies shall contain a waiver of subrogation in favor of the AGENCY and its officers, directors, employees, volunteers and agents while acting in such capacity, and their successors and assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

3. **Primary Insurance**

The referenced policies and any Excess or Umbrella policies shall indicate that they are primary to any other insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim, up to and including the total limit of liability, without right of contribution from any of the insurance affected or which may be affected by the AGENCY.
4. **Severability of Interests or Cross Liability**

The referenced policies and any Excess or Umbrella policies shall contain either a Cross Liability endorsement or Severability of Interests Clause and stipulate that inclusion of the AGENCY as an Additional Insured shall not in any way affect AGENCY’s rights either as respects any claim, demand, suit or judgment made, brought or recovered against the CONTRACTOR. Said policy shall protect CONTRACTOR and the AGENCY in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company’s liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

C. **Evidence Of Insurance**

All Coverages - Prior to commencing work or entering onto the Property, CONTRACTOR shall provide the Director of Maintenance of the AGENCY with a certificate evidencing coverage, and upon request, a certified duplicate original of the policy. The certificate shall also show that the CONTRACTORS’ policy(ies) will not be cancelled or coverage altered without 30 days prior written notice to the AGENCY’s Director of Maintenance.

D. **General Provisions**

1. **Notice of Cancellation**

The policies shall provide that the CONTRACTORS’ policies will not be cancelled or have limits reduced or coverage altered without 30 days prior written notice to the AGENCY’s Director of Maintenance.

2. **Acceptable Insurers**

All policies will be issued by insurers acceptable to the AGENCY (generally with a Best’s Rating of A- 10 or better).

3. **Self-insurance**

Upon evidence of financial capacity satisfactory to the AGENCY and CONTRACTOR’s agreement to waive subrogation against the AGENCY respecting any and all claims that may arise, CONTRACTOR’s obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance.

4. **Failure to Maintain Insurance**

All insurance specified above shall remain in force until all work to be performed is satisfactorily completed, all of CONTRACTOR’s personnel and equipment have been removed from the AGENCY property, and the work has been formally accepted. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.

E. **Claims Made Coverage**

If any insurance specified above shall be provided on a claim-made basis, then in addition to coverage requirements above, such policy shall provide that:

1. Policy retroactive date coincides with or precedes the CONTRACTOR’s start of work (including subsequent policies purchased as renewals or replacements).
2. CONTRACTOR shall make every effort to maintain similar insurance for at least three years following project completion, including the requirement of adding all named insureds.

3. If insurance is terminated for any reason, CONTRACTOR agrees to purchase an extended reporting provision of at least three years to report claims arising from work performed in connection with this Agreement.

4. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

F. **Deductibles and Retentions**

CONTRACTOR shall be responsible for payment of any deductible or retention on CONTRACTOR’s policies without right of contribution from the AGENCY.

16. **COMPENSATION**

The CONTRACTOR agrees to perform all the services included in Section 2, in accordance with the cost information provided in its Cost Proposal included in Exhibit B, which shall include all labor, materials, taxes, profit, overhead, insurance, delivery costs, subcontractor costs, and other costs and expenses incurred by the CONTRACTOR.

The Contractor's Base Offer per Bus as submitted on Appendix B, Cost Proposal, shall remain firm during the first 180 days of the Contract. After the initial 180 days of the Contract, the Contractor will be allowed, upon written request, to adjust prospectively the Base Offer per Bus based on the Producer Price Index (PPI). If requested, the Base Offer per Bus shall be that quoted plus/minus any adjustment which will be calculated based on the U.S. Department of Labor/Bureau of Labor Statistics Producer Price Index (PPI) Category 1413, “Trucks and Bus Bodies” formula as described in the Section 13.T of the RFP. However, in no event will the price(s) for any order issued exceed, by more than five percent, the price(s) that would have been in effect 12 months prior to the date of issuance of the order.

17. **MANNER OF PAYMENT**

AGENCY shall pay the full price of each bus upon issuance of final acceptance of the bus and receipt of an approved invoice, as provided for in the RFP. Invoice entries shall conform to the rates specified in the Cost Proposal set forth in Exhibit B, as agreed upon. The AGENCY will endeavor to pay approved invoices within 30 days of their receipt. Invoices shall be mailed or delivered to the AGENCY at 2477 Arnold Industrial Way, Concord, CA 94520.

18. **CONTRACTOR'S STATUS**

Neither the CONTRACTOR nor any party contracting with the CONTRACTOR shall be deemed to be an agent or employee of the AGENCY. The CONTRACTOR is and shall be an independent CONTRACTOR and the legal relationship of any person performing services for the CONTRACTOR shall be one solely between that person and the CONTRACTOR.

19. **ASSIGNMENT**

The CONTRACTOR shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of the AGENCY.

20. **AGENCY WARRANTIES**

The AGENCY makes no warranties, representations, or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.
21. **AGENCY REPRESENTATIVE**

Except when approval or other action is required to be given or taken by the Board of Directors of the AGENCY, the AGENCY’S Director of Maintenance or such person or persons as they shall designate in writing from time to time, shall represent and act for the AGENCY.

22. **TERMINATION**

The AGENCY shall have the right to terminate this Agreement at any time by giving written notice to the CONTRACTOR. Upon receipt of such notice, the CONTRACTOR shall not commit itself to any further expenditure of time or resources.

If the Agreement is terminated for any reason other than a default by CONTRACTOR, the AGENCY shall pay to CONTRACTOR in accordance with the provisions of Sections 16 and 17 all sums actually due and owing from the AGENCY for all services performed and all expenses incurred up to the day written notice of termination is given, plus any costs reasonably and necessarily incurred by CONTRACTOR to effect such or termination. If the Agreement is terminated for default, the AGENCY shall only pay CONTRACTOR the contract price for goods delivered and accepted in accordance with the requirements set forth in this contract.

23. **MAINTENANCE, AUDIT AND INSPECTION OF RECORDS**

The CONTRACTOR shall permit the authorized representatives of the AGENCY, to inspect, audit, make copies and transcriptions of books and all data and records of the CONTRACTOR relating to its performance under the Agreement. CONTRACTOR shall maintain all such records for a period of three years after the AGENCY makes final payment under this Agreement.

24. **NOTICES**

All communications relating to the day to day activities of the project shall be exchanged between the AGENCY’S designee, and the CONTRACTOR’s.

All other notices and communications deemed by either party to be necessary or desirable to be given to the other party shall be in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to the AGENCY:  
Attn: Mark Baza  
Executive Director  
1405 N. Imperial Ave, Suite 1  
El Centro, CA 92243

If to the CONTRACTOR:  
Attn: Joseph Policarpio  
Vice President Sales and Marketing  
25800 Clawiter Rd  
Hayward, CA 94545

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.
25. **APPLICABLE LAW**

This Agreement, its interpretation and all work performed under it shall be governed by the laws of the State of California.

The CONTRACTOR must comply with all federal, State, and local laws, rules, and regulations applicable to the Agreement and to the work to be done hereunder, including all rules and regulations of the AGENCY.

26. **RIGHTS AND REMEDIES OF THE AGENCY**

The rights and remedies of the AGENCY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement.

27. **BINDING ON SUCCESSORS**

All of the terms, provisions, and conditions of this Agreement shall be binding upon and insure to the benefit of the parties and their respective successors, assigns and legal representatives.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

**AGENCY:**

__________________________________________

By:_______________________________________

Title:______________________________________

By:_______________________________________

ATTEST:____________________________________

Title:______________________________________

**CONTRACTOR:**

GILLIG, LLC

[Signature]

Title: Joseph Policarpio, Vice President
REQUEST FOR PROPOSALS FOR PURCHASE AND DELIVERY OF HEAVY DUTY BUSES RFP 2012-MA-02

APPENDIX A AGREEMENT PAGE-1

CONTRACT AGREEMENT FOR PROCUREMENT OF TRANSIT BUSES

THIS AGREEMENT is made as of the __________ day of __________, 20__, by and between the Imperial County Transportation Commission (AGENCY) and GILLIG, LLC ("CONTRACTOR").

WHEREAS, the AGENCY desires to purchase a minimum of 6 and a maximum of 12 buses (which bus quantities may be assigned to other public agencies) to be delivered over the term of the Contract and has participated in the Request for Proposals RFP 2012-MA-02 dated December 26, 2012, a copy of which is attached and incorporated as Exhibit A; and

WHEREAS, the CONTRACTOR desires to furnish such services and submitted a written proposal dated April 26, 2013 a copy of which is attached and incorporated as Exhibit B.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **RENDITION OF SERVICES**

   The CONTRACTOR agrees to provide services to the AGENCY in accordance with the terms and conditions of this Agreement.

2. **SCOPE OF WORK**

   The Contractor shall perform all work and furnish all the labor, materials, tools, equipment, services, and incidentals as set forth in Exhibit A, as supplemented by Exhibit B, except when inconsistent with Exhibit A.

3. **TERM OF AGREEMENT**

   The term of this Agreement will be for a five-year commencing upon the AGENCY'S issuance of a written Notice to Proceed or unless sooner terminated pursuant to Section 22 of this Agreement. The CONTRACTOR shall furnish the AGENCY with all the materials, equipment and services called for under this Agreement, and perform all other work, if any, described in the Contract Specifications.

   It is further understood that the term of Contract is subject to the AGENCY'S right to terminate the Contract in accordance with Section 22 of this Agreement.

4. **OWNERSHIP OF WORK**

   All reports, designs, drawings, plans, specifications, schedules, and other materials prepared, or in the process of being prepared for the services to be performed by CONTRACTOR are and shall be the property of the AGENCY. The AGENCY shall be entitled to copies and access to these materials during the progress of the work. Any such materials remaining in the hands of the CONTRACTOR or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to the AGENCY. If any materials are lost, damaged, or destroyed before final delivery to the AGENCY, the CONTRACTOR shall replace them at its own expense and the CONTRACTOR assumes all risks of loss, damage, or destruction of or to such materials. The CONTRACTOR may retain a copy of all material produced under this Agreement for its use in its general business activities.
5. **CONFIDENTIALITY**

Any AGENCY materials to which the CONTRACTOR has access or materials prepared by the CONTRACTOR during the course of this Agreement ("confidential information") shall be held in confidence by the CONTRACTOR, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the CONTRACTOR as necessary to accomplish the rendition of services set forth in Section 2 of this Agreement.

The CONTRACTOR shall not release any reports, information, or promotional materials prepared in connection with this Agreement, whether deemed confidential or not, without the approval of the AGENCY’S General Manager.

6. **USE OF SUBCONTRACTORS**

The CONTRACTOR shall not subcontract any services to be performed by it under this Agreement without the prior written approval of the AGENCY, except for service firms engaged in drawing, reprographics, typing, and printing. The CONTRACTOR shall be solely responsible for reimbursing any subcontractors and the AGENCY shall have no obligation to them.

7. **CONTRACTOR'S KEY PERSONNEL**

It is understood and agreed by the parties that at all times during the term of this Agreement that ____________ Javier Hernandez Jr. shall serve as the primary staff person of CONTRACTOR to undertake, render, and oversee all of the services under this Agreement.

8. **CHANGES**

The AGENCY may, make changes at any time, by written order, within the scope of services described in this Agreement. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 16 of this Agreement. In the event that CONTRACTOR encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, or identifies any AGENCY conduct (including actions, inaction, and written or oral communications other than a formal contract modification) that the CONTRACTOR regards as a change to the contract terms and conditions, CONTRACTOR shall so advise the AGENCY immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. This notice shall be given to the AGENCY prior to the time that CONTRACTOR performs work or services related to the proposed adjustment in compensation. The pertinent changes shall be expressed in a written supplement to this Agreement prior to implementation of such changes. Failure to provide written notice and receive AGENCY approval for extra work prior to performing extra work may, at the AGENCY’S sole discretion, result in nonpayment of the invoices reflecting such work.

9. **CLAIMS OR DISPUTES**

The CONTRACTOR shall be solely responsible for providing timely written notice to AGENCY of any claims for additional compensation and/or time in accordance with the provisions of this Agreement. It is the AGENCY’S intent to investigate and attempt to resolve any CONTRACTOR claims before the CONTRACTOR has performed any disputed work. Therefore, CONTRACTOR’s failure to provide timely notice shall constitute a waiver of CONTRACTOR’s claims for additional compensation and/or time.

The CONTRACTOR shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the AGENCY, or the failure or refusal to issue a modification, or the happening of any event, thing, or occurrence, unless it has given the AGENCY due written notice of potential claim. The potential claim shall set forth the reasons for which the CONTRACTOR believes additional compensation may be due, the nature of the costs involved, and the amount of the potential claim.
If based on an act or failure to act by the AGENCY, such notice shall be given to the AGENCY prior to the time that the CONTRACTOR has started performance of the work giving rise to the potential claim for additional compensation. In all other cases, notice shall be given within 10 days after the happening of the event or occurrence giving rise to the potential claim.

If there is a dispute over any claim, the CONTRACTOR shall continue to work during the dispute resolution process in a diligent and timely manner as directed by the AGENCY, and shall be governed by all applicable provisions of the Contract. The CONTRACTOR shall maintain cost records of all work which is the basis of any dispute.

If an agreement can be reached which resolves the CONTRACTOR claim, the parties will execute a Contract modification to document the resolution of the claim. If the parties cannot reach an agreement with respect to the CONTRACTOR claim, they may choose to pursue a dispute resolution process or termination of the contract.

10. **DISADVANTAGED BUSINESS ENTERPRISES**

The AGENCY, as a recipient of Federal financial assistance from the Federal Transit Administration (FTA) and the Federal Highway Administration (FHWA), is committed to and has adopted a Disadvantaged Business Enterprise (DBE) Program for Contracts in accordance with Federal regulations 49 CFR §26, issued by the U.S. Department of Transportation (DOT).

It is the policy of the AGENCY to ensure non-discrimination in the award and administration of all contracts and to create a level playing field on which Disadvantaged Business Enterprises (DBE) can compete fairly for contracts and subcontracts relating to the AGENCY’s construction, procurement, and professional services activities. To this end, the AGENCY has developed procedures to remove barriers to DBE participation in the bidding and award process and to assist DBEs to develop and compete successfully outside of the DBE Program. Concerning the performance of this contract, the CONTRACTOR will cooperate with the AGENCY in meeting these commitments and objectives.

Pursuant to 49 CFR §26.13, and as a material term of any agreement with the AGENCY, the CONTRACTOR hereby makes the following assurance and agrees to include this assurance in any agreements it makes with subcontractors in the performance of this contract:

> "The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR §26 in the award and administration of U.S. DOT-assisted contracts. Failure by the CONTRACTOR or subcontractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the AGENCY deems appropriate."

11. **EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

In connection with the performance of this Agreement the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, gender, sexual orientation, age (over 40), marital status, pregnancy, medical condition, or disability as specified in federal, State, and local laws. The CONTRACTOR shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.
12. **CONFLICT OF INTEREST**

Depending on the nature of the work performed, a CONTRACTOR of the AGENCY is subject to the same conflict of interest prohibitions established by the Federal Transit Administration and California law that govern AGENCY employees and officials (Cal. Govt. Code Section 1090 et seq. and Cal. Govt. Code Section 87100 et seq.). During the proposal process or the term of the Agreement, CONTRACTOR and their employees may be required to disclose financial interests.

The CONTRACTOR warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code §§1090 et seq. or §§87100 et seq. during the performance of services under this Agreement. The CONTRACTOR further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

Depending on the nature of the work performed, CONTRACTOR may be required to publicly disclose financial interests under the AGENCY's Conflict of Interest Code. Upon receipt, the CONTRACTOR agrees to promptly submit a Statement of Economic Interest on the form provided by AGENCY.

No person previously in the position of Director, Officer, employee or agent of the AGENCY may act as an agent or attorney for, or otherwise represent the CONTRACTOR by making any formal or informal appearance, or any oral or written communication, before the AGENCY, or any Officer or employee of the AGENCY, for a period of twelve months after leaving office or employment with the AGENCY if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant, or contract.

13. **PROHIBITED INTEREST**

No member, officer, or employee of the AGENCY during his or her tenure or for one year after that tenure shall have any interest, direct or indirect, in this Agreement or the proceeds under this Agreement, nor shall any such person act as an agent or attorney for, or otherwise represent, a Bidder or Contractor/Consultant by making a formal or informal appearance, or any oral or written communication, before the AGENCY, or any officer or employee of the AGENCY, for a period of one year after leaving office or employment with the AGENCY if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a Contract.

14. **RESPONSIBILITY: INDEMNIFICATION**

The CONTRACTOR shall indemnify, keep and save harmless the AGENCY, and its directors, officers, agents and employees against any and all suits, claims, or actions arising out of any injury to persons or property, including but not limited to damages arising from the infringement of intellectual property rights of third parties, that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the CONTRACTOR caused by a negligent act or omission of the CONTRACTOR or its employees, subcontractors or agents. The CONTRACTOR further agrees to defend any and all such actions, suits, or claims and pay all charges of attorneys and all other incurred costs and expenses. If any judgment is rendered against the AGENCY or any of the other individuals enumerated above in any such action, CONTRACTOR shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of this Agreement.

15. **INSURANCE**

The insurance requirements specified in this section shall apply to CONTRACTOR and any subcontractors, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations that CONTRACTOR authorizes to work under this Agreement (hereinafter collectively referred to as "Agents"). CONTRACTOR is required to procure and maintain at its sole cost and expense the insurance coverages subject to all of the requirements set forth below. CONTRACTOR is also
required to assess the risks associated with the work to be performed by Agents under subcontract and to include in every subcontract the requirement that the Agent maintain adequate insurance coverages with appropriate limits and endorsements to cover risks; the limit for the commercial general liability insurance in each subcontract shall not be less than $1 million. Such insurance shall remain in full force and effect throughout the term of this Agreement. To the extent that any Agent does not procure and maintain such insurance coverage, CONTRACTOR shall be responsible for said coverage and assume any and all costs and expenses that may be incurred in securing said coverage or in fulfilling CONTRACTOR’s indemnity obligation as to itself or any of its Agents in the absence of coverage. In the event CONTRACTOR or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that the CONTRACTOR’s insurance be primary without any right of contribution from the AGENCY. Prior to beginning work under this contract, CONTRACTOR shall provide the AGENCY with satisfactory evidence of compliance with the insurance requirements of this section.

A. Types of Insurance

1. Workers’ Compensation and Employers’ Liability Insurance
   a. Workers’ Compensation with Statutory Limits, as required by Section 3700 et seq. of the California Labor Code, or any subsequent amendments or successor acts thereto governing the liability of employers to their employees.
   b. Employer’s Liability coverage with minimum limits of $1 million.
   c. Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:
      - Waiver of Subrogation.

2. Commercial General Liability Insurance
Commercial General Liability insurance for bodily injury and property damage coverage with a combined single limit for bodily injury and property damage of at least $1 million per occurrence or claim and a general aggregate limit of at least $1 million. Such insurance shall cover all of CONTRACTOR’s operations both at and away from the project site.
   a. This insurance shall include coverage for, but not be limited to:
      - Premises and operations.
      - Products and completed operations.
      - Contractual liability.
      - Personal injury.
      - Advertising injury.
      - Explosion, collapse, and underground coverage (xcu).
      - Broad form property damage.
   b. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:
      - Additional Insured.
      - Cross Liability or Severability of Interests Clause.
      - Primary and Non-Contributory wording.
      - Waiver of Subrogation.

Products and completed operations insurance shall be maintained for three years following termination of this Agreement.
3. **Automobile Liability Insurance**

Business Automobile Liability insurance providing bodily injury and property damage with a combined single limit of at least $1 million per occurrence.

a. This insurance shall include coverage for, but not be limited to:
   - All Owned vehicles.
   - Non-owned vehicles.
   - Hired or rental vehicles.

b. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:
   - Additional Insured.
   - Primary and Non-Contributory wording.
   - Waiver of Subrogation.

4. **Property Insurance**

Property and/or transit insurance, whichever is applicable, with Special Form coverage including theft but excluding earthquake, with limits at least equal to the replacement cost of the property described below.

a. This insurance shall include coverage for, but not be limited to:
   - CONTRACTOR’s own business personal property and equipment to be used in performance of this Agreement.
   - Materials or property to be purchased and/or installed on behalf of the AGENCY, if any.
   - Debris removal.
   - Builders risk for property in the course of construction.

b. Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:
   - Waiver of Subrogation.

B. **Endorsements**

1. **Additional Insured**

The referenced policies and any Excess or Umbrella policies shall include as Additional Insureds the AGENCY and its directors, officers, employees, volunteers and agents while acting in such capacity, and their successors or assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

2. **Waiver of Subrogation**

The referenced policies and any Excess or Umbrella policies shall contain a waiver of subrogation in favor of the AGENCY and its officers, directors, employees, volunteers and agents while acting in such capacity, and their successors and assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

3. **Primary Insurance**

The referenced policies and any Excess or Umbrella policies shall indicate that they are primary to any other insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim, up to and including the total limit of liability, without right of contribution from any of the insurance affected or which may be affected by the AGENCY.
4. **Severability of Interests or Cross Liability**

The referenced policies and any Excess or Umbrella policies shall contain either a Cross Liability endorsement or Severability of Interests Clause and stipulate that inclusion of the AGENCY as an Additional insured shall not in any way affect AGENCY’s rights either as respects any claim, demand, suit or judgment made, brought or recovered against the CONTRACTOR. Said policy shall protect CONTRACTOR and the AGENCY in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company’s liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

C. **Evidence Of Insurance**

All Coverages - Prior to commencing work or entering onto the Property, CONTRACTOR shall provide the Director of Maintenance of the AGENCY with a certificate evidencing coverage, and upon request, a certified duplicate original of the policy. The certificate shall also show that the CONTRACTORS’ policy(ies) will not be cancelled or coverage altered without 30 days prior written notice to the AGENCY’s Director of Maintenance.

D. **General Provisions**

1. **Notice of Cancellation**

The policies shall provide that the CONTRACTORS’ policies will not be cancelled or have limits reduced or coverage altered without 30 days prior written notice to the AGENCY’s Director of Maintenance.

2. **Acceptable Insurers**

All policies will be issued by insurers acceptable to the AGENCY (generally with a Best’s Rating of A- 10 or better).

3. **Self-insurance**

Upon evidence of financial capacity satisfactory to the AGENCY and CONTRACTOR’s agreement to waive subrogation against the AGENCY respecting any and all claims that may arise, CONTRACTOR’s obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance.

4. **Failure to Maintain Insurance**

All insurance specified above shall remain in force until all work to be performed is satisfactorily completed, all of CONTRACTOR’s personnel and equipment have been removed from the AGENCY property, and the work has been formally accepted. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.

E. **Claims Made Coverage**

If any insurance specified above shall be provided on a claim-made basis, then in addition to coverage requirements above, such policy shall provide that:

1. Policy retroactive date coincides with or precedes the CONTRACTOR’s start of work (including subsequent policies purchased as renewals or replacements).
2. CONTRACTOR shall make every effort to maintain similar insurance for at least three years following project completion, including the requirement of adding all named insureds.

3. If insurance is terminated for any reason, CONTRACTOR agrees to purchase an extended reporting provision of at least three years to report claims arising from work performed in connection with this Agreement.

4. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

F. **Deductibles and Retentions**

CONTRACTOR shall be responsible for payment of any deductible or retention on CONTRACTOR's policies without right of contribution from the AGENCY.

16. **COMPENSATION**

The CONTRACTOR agrees to perform all the services included in Section 2, in accordance with the cost information provided in its Cost Proposal included in Exhibit B, which shall include all labor, materials, taxes, profit, overhead, insurance, delivery costs, subcontractor costs, and other costs and expenses incurred by the CONTRACTOR.

The Contractor's Base Offer per Bus as submitted on Appendix B, Cost Proposal, shall remain firm during the first 180 days of the Contract. After the initial 180 days of the Contract, the Contractor will be allowed, upon written request, to adjust prospectively the Base Offer per Bus based on the Producer Price Index (PPI). If requested, the Base Offer per Bus shall be that quoted plus/minus any adjustment which will be calculated based on the U.S. Department of Labor/Bureau of Labor Statistics Producer Price Index (PPI) Category 1413, "Trucks and Bus Bodies" formula as described in the Section 13.T of the RFP. However, in no event will the price(s) for any order issued exceed, by more than five percent, the price(s) that would have been in effect 12 months prior to the date of issuance of the order.

17. **MANNER OF PAYMENT**

AGENCY shall pay the full price of each bus upon issuance of final acceptance of the bus and receipt of an approved invoice, as provided for in the RFP. Invoice entries shall conform to the rates specified in the Cost Proposal set forth in Exhibit B, as agreed upon. The AGENCY will endeavor to pay approved invoices within 30 days of their receipt. Invoices shall be mailed or delivered to the AGENCY at 2477 Arnold Industrial Way, Concord, CA 94520.

18. **CONTRACTOR'S STATUS**

Neither the CONTRACTOR nor any party contracting with the CONTRACTOR shall be deemed to be an agent or employee of the AGENCY. The CONTRACTOR is and shall be an independent CONTRACTOR and the legal relationship of any person performing services for the CONTRACTOR shall be one solely between that person and the CONTRACTOR.

19. **ASSIGNMENT**

The CONTRACTOR shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of the AGENCY.

20. **AGENCY WARRANTIES**

The AGENCY makes no warranties, representations, or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.
21. **AGENCY REPRESENTATIVE**

Except when approval or other action is required to be given or taken by the Board of Directors of the AGENCY, the AGENCY'S Director of Maintenance or such person or persons as they shall designate in writing from time to time, shall represent and act for the AGENCY.

22. **TERMINATION**

The AGENCY shall have the right to terminate this Agreement at any time by giving written notice to the CONTRACTOR. Upon receipt of such notice, the CONTRACTOR shall not commit itself to any further expenditure of time or resources.

If the Agreement is terminated for any reason other than a default by CONTRACTOR, the AGENCY shall pay to CONTRACTOR in accordance with the provisions of Sections 16 and 17 all sums actually due and owing from the AGENCY for all services performed and all expenses incurred up to the day written notice of termination is given, plus any costs reasonably and necessarily incurred by CONTRACTOR to effect such or termination. If the Agreement is terminated for default, the AGENCY shall only pay CONTRACTOR the contract price for goods delivered and accepted in accordance with the requirements set forth in this contract.

23. **MAINTENANCE, AUDIT AND INSPECTION OF RECORDS**

The CONTRACTOR shall permit the authorized representatives of the AGENCY, to inspect, audit, make copies and transcriptions of books and all data and records of the CONTRACTOR relating to its performance under the Agreement. CONTRACTOR shall maintain all such records for a period of three years after the AGENCY makes final payment under this Agreement.

24. **NOTICES**

All communications relating to the day to day activities of the project shall be exchanged between the AGENCY'S designee, and the CONTRACTOR's.

All other notices and communications deemed by either party to be necessary or desirable to be given to the other party shall be in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to the AGENCY: Attn: Mark Baza

    Executive Director
    1405 N. Imperial Ave, Suite 1
    El Centro, CA 92243

If to the CONTRACTOR: Attn: Joseph Policarpo

    Vice President Sales and Marketing
    25800 Clawiter Rd
    Hayward, CA 94545

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.
25. **APPLICABLE LAW**

This Agreement, its interpretation and all work performed under it shall be governed by the laws of the State of California.

The CONTRACTOR must comply with all federal, State, and local laws, rules, and regulations applicable to the Agreement and to the work to be done hereunder, including all rules and regulations of the AGENCY.

26. **RIGHTS AND REMEDIES OF THE AGENCY**

The rights and remedies of the AGENCY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement.

27. **BINDING ON SUCCESSORS**

All of the terms, provisions, and conditions of this Agreement shall be binding upon and insure to the benefit of the parties and their respective successors, assigns and legal representatives.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

**AGENCY:**

By: ____________________________

Title: __________________________

By: ____________________________

**CONTRACTOR:**

GILLIG, LLC

Title: Joseph Policarpio, Vice President

ATTEST:

Title: __________________________

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VII. DISCUSSION CALENDAR

January 3, 2014

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


Dear Committee Members:

As a recipient of Federal Transit Administration (FTA) dollars, ICTC is required to comply with numerous federal regulations in the administration and operations of the public transit services. The Triennial Review is less exacting than an audit, it is FTA’s assessment of ICTC’s compliance of regulations that cover 18 areas including but not limited to: Financial Management and Financial Capacity, Maintenance, Procurement, Civil Rights, Drug Free Workplace and Drug and Alcohol Program, Grant Management, and Program Implementation Practices.

The Triennial Review process began in September 2013 with FTA’s request for and review of ICTC’s program files and data. Subsequently in November 2013, FTA staff performed on-site reviews and observations of ICTC, our transit operator’s, and sub-recipients records and operational practices over a two-day period. The FTA staff recently completed the 2013 Triennial Review and provided the attached letter and report, dated December 11, 2013.

In summary, this was the first Triennial Review of the ICTC as an independent organization. Of the 18 areas of compliance, ICTC received a notice of deficiency for seven of these areas. Within these areas there are 11 items that require corrective actions. Additionally, the FTA staff made two advisory recommendations for further program development of ICTC in the areas of Safety and Security. In these two areas, our operator First Transit, Inc. met FTA’s standards for Safety and Security plans and procedures. Following the cover letter we have provided a matrix of the findings and our proposed corrective actions to meet FTA’s required response and implementation.

ICTC staff is actively addressing the items and are confident in our ability to meet the deadline of corrective actions and response to FTA by March 17, 2014. Many of the actions require the amendment or development of procedures to improve our financial controls, and project management reporting to FTA by ICTC and our sub-recipients.

This item is presented to you for information and discussion purposes. Any input is welcome as we plan to present to the Commission later this month on January 24, 2014.

Sincerely,

MARK BAZA
Executive Director

Attachments
MB/kswwel

CITIES OF BRAWLEY, CALEXICO, CALIPATRIA, EL CENTRO, HOLTVILLE, IMPERIAL, WESTMORLAND, IMPERIAL IRRIGATION DISTRICT AND COUNTY OF IMPERIAL
### ICTC 2013 FTA Triennial Review

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<thead>
<tr>
<th>Review Area</th>
<th>Finding</th>
<th>Deficiency</th>
<th>Corrective Action</th>
<th>Response</th>
<th>Action</th>
<th>Date Closed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Legal</td>
<td>ND</td>
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<tr>
<td>2. Financial</td>
<td>D-03</td>
<td>Excess cash problems</td>
<td>ICTC must resolve with the FTA Region IX Office the exact amount of excess funds, plus interest owed to the federal government, and reimburse the decided amount. ICTC must further develop and submit to the FTA Region IX Office financial procedures to ensure that drawdown amounts are calculated properly in the future.</td>
<td>3/17/2014</td>
<td>Staff will resolve with a reduced draw-down in next invoices - Expected completion by late January 2014.</td>
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<td>ICTC must develop and submit to the FTA Region IX Office financial procedures to ensure that FTA funds are disbursed within three business days of receipt.</td>
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<td></td>
<td>D-04</td>
<td>Insufficient effective control</td>
<td>ICTC must develop and submit to the FTA Region IX Office financial procedures that provide for the segregation of duties in the preparation and approval of ECHO drawdowns and procedures to ensure that amounts to be drawn are calculated properly.</td>
<td>3/17/2014</td>
<td>Procedure is now in place.</td>
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<tr>
<td>3. Technical</td>
<td>D-02</td>
<td>Late MPRs/FFRs</td>
<td>ICTC must ensure that Milestone/Progress Reports (MPRs) and Federal Financial Reports (FFRs) are submitted in TEAM (FTA Database).</td>
<td>1/30/2014</td>
<td>Expected completion by 1/30/2014.</td>
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<td>ICTC must develop and submit to the FTA Region IX Office procedures to ensure that MPRs and FFRs are submitted timely in TEAM (FTA Database).</td>
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<td></td>
<td>D-03</td>
<td>Progress reports lack required information</td>
<td>ICTC must revise all uncompleted milestone dates that have passed and provide sufficient narrative explanation as to why the milestone dates were revised.</td>
<td>1/30/2014</td>
<td>Completion by 1/30/2014.</td>
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<td>ICTC must develop and submit to the FTA Region IX Office procedures to ensure that milestones are revised, as required, and that sufficient narrative is provided to explain any revisions.</td>
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<td>D-15</td>
<td>FFATA reporting deficiencies</td>
<td>ICTC must notify the FTA Region IX Office when it has reported subawards in the Federal Subaward Reporting System (FSRS) and also must develop and submit procedures for reporting future subawards.</td>
<td>3/17/2014</td>
<td>The new reporting requirement and procedure will be developed by late February 2014.</td>
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<td></td>
<td>D-16</td>
<td>Incorrect FFR reporting</td>
<td>ICTC must submit its FFRs with the correct amounts for unliquidated obligations.</td>
<td>1/30/2014</td>
<td>Expected completion by 1/30/2014.</td>
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<td>ICTC must develop and submit to the FTA Region IX Office procedures for accurately calculating and properly reporting unliquidated obligations in the FFRs in TEAM.</td>
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<td>The new reporting requirement will be developed by late February 2014.</td>
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## ICTC 2013 FTA Triennial Review

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<th>Date Closed</th>
</tr>
</thead>
<tbody>
<tr>
<td>4. Satisfactory Continuing Control</td>
<td>ND</td>
<td></td>
<td>ICTC must submit to the FTA Region IX Office revised procurement procedures that describe how it will verify, prior to awarding any FTA-assisted contract that the successful bidder/proposer is not on the excluded parties list.</td>
<td></td>
<td>Develop and implement procedure to ensure verification by ICTC and Sub-recipients by late February 2014.</td>
<td>3/17/2014</td>
</tr>
<tr>
<td>5. Maintenance</td>
<td>ND</td>
<td></td>
<td>ICTC must submit delinquent semi-annual reports to the FTA Region IX Civil Rights Officer and upload these reports into the TEAM system. Furthermore, ICTC must develop written procedures that describe how the agency will ensure that these reports are filed more timely in the future.</td>
<td></td>
<td>Reports and procedures will be prepared and completed by late February 2014.</td>
<td>3/17/2014</td>
</tr>
<tr>
<td>6. Procurement</td>
<td>D-48</td>
<td>No verification that excluded parties are not participating</td>
<td>ICTC must submit to the FTA Region IX Office model language that will be used in the MPO’s Public Participation Plan that notifies the public that the TIP development process is being used to satisfy the City’s Section 5307 Program of Projects requirements.</td>
<td></td>
<td>Coordinate with SCAG for completion of Public Participation Plan that meets federal requirements.</td>
<td>3/17/2014</td>
</tr>
<tr>
<td>7. Disadvantaged Business Enterprise (DBE)</td>
<td>D-07</td>
<td>Uniform reports not submitted semi-annually</td>
<td>ICTC must provide the FTA Region IX Office with documentation (e.g., service bulletin or notice to operators) demonstrating that it has immediately begun charging to seniors, persons with disabilities, and Medicare card holders a reduced Regional Zone Fare that is no more than half of the regular Regional Zone Fare during non-peak periods.</td>
<td></td>
<td>Completed and became effective on 11/22/2013</td>
<td>Closed - 12/11/13 per FTA letter.</td>
</tr>
<tr>
<td>8. Planning/ Program of Projects</td>
<td>D-04</td>
<td>Public Notice deficiencies</td>
<td>ICTC must provide the FTA Region IX Office with documentation demonstrating that non-peak regional zone fares for seniors, persons with disabilities and Medicare card holders are not more than one-half the regular regional zone peak hour fare.</td>
<td></td>
<td>Completed and became effective on 11/22/2013</td>
<td>Closed - 12/11/13 per FTA letter.</td>
</tr>
<tr>
<td>Review Area</td>
<td>Finding</td>
<td>Deficiency</td>
<td>Corrective Action</td>
<td>Response Date</td>
<td>Action</td>
<td></td>
</tr>
<tr>
<td>-----------------------------------</td>
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<td>-----------------------------</td>
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<td>----------------------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>12. Americans with Disabilities Act (ADA)</td>
<td>D-31</td>
<td>Insufficient no-show policy</td>
<td>ICTC must submit to the FTA Region IX Civil Rights Officer a revised no-show policy that ensure that frequency passenger usage is considered in determining suspensions and that suspensions be imposed only for a reasonable amount of time.</td>
<td>3/17/2014</td>
<td>Current No-Show policy will be modified by percentage of use - by late February 2014.</td>
<td></td>
</tr>
<tr>
<td>13. Charter Bus</td>
<td>ND</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14. School Bus</td>
<td>ND</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15. National Transit Database (NTD)</td>
<td>ND</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Security</td>
<td>ND</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>AC-01</td>
<td>No Safety policy/plan</td>
<td>ICTC (as Program Administrator) is advised to develop a system safety program plan for the agency.</td>
<td></td>
<td>Advisory recommendation will be researched and developed.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>AC-09</td>
<td>No security plan</td>
<td>ICTC (as Program Administrator) is advised to develop a security plan for the agency.</td>
<td></td>
<td>Advisory recommendation will be researched and developed.</td>
<td></td>
</tr>
<tr>
<td>17. Drug Free Workplace and Drug and Alcohol Program</td>
<td>ND</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18. Equal Employment Opportunities</td>
<td>ND</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Mr. Mark Baza  
Executive Director  
Imperial County Transportation Commission  
1405 N. Imperial Avenue, Suite 1  
El Centro, CA 92243

Re: FY 2013 Draft Triennial Review Report

Dear Mr. Baza:

The enclosed draft Triennial Review report documents the Federal Transit Administration’s (FTA) Triennial Review of the Imperial County Transportation Commission (ICTC). This review is required by Chapter 53 of Title 49, United States Code; Section 5307. Although less exacting than an audit, the Triennial Review is the FTA’s assessment of the ICTC’s compliance with federal requirements, determined by examining a sample of grant management and program implementation practices. As such, the Triennial Review is not intended as, nor does it constitute a comprehensive and final review of compliance with grant requirements.

No deficiencies were found with the FTA requirements in 11 areas. Deficiencies were found in seven areas: Financial, Technical, Procurement, DBE, Planning/POP, Half Fare, and ADA. The ICTC had repeat findings from the 2010 review in the Technical area.

Please review this draft report for accuracy and provide your comments to both the reviewer and your FTA Program Manager within seven calendar days from the date of this letter. A final report, that incorporates your comments to the draft report, will be provided to you within 30 days.

Thank you for your cooperation and assistance during this Triennial Review. If you need any technical assistance or have any questions, please do not hesitate to contact Catherine Luu, Program Manager/General Engineer at (415) 744-2730 or catherine.lu@dot.gov.

Sincerely,

Leslie T. Rogers  
Regional Administrator

Enclosures

cc: George Pierlott, PALLC
DRAFT REPORT

FY2013 TRIENNIAL REVIEW

of the

Imperial County Transportation Commission
El Centro, California
Recipient ID: 6235

Performed for:

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION
REGION IX

Prepared by:
Pierlott & Associates, LLC
Under subcontract to
Interactive Elements, Inc.

Site Visit Dates: November 14-15, 2013
Draft Report Date:
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I. Executive Summary

This report documents the Federal Transit Administration’s (FTA) Triennial Review of the Imperial County Transportation Commission (ICTC) of El Centro, California. The review was performed by George Pierlott of Pierlott & Associates, LLC, under contract to Interactive Elements, Inc. During the site visit, administrative and statutory requirements were discussed and documents were reviewed. The ICTC’s transit facilities were toured to provide an overview of activities related to FTA-funded projects.

The Triennial Review focused on the ICTC’s compliance in 18 areas. As presented in the table below, deficiencies were found with the FTA’s requirements in seven areas. In addition, advisory comments were made in the Safety & Security area.

<table>
<thead>
<tr>
<th>Review Area</th>
<th>Deficiency Code</th>
<th>Deficiency/Advisory Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Financial</td>
<td>D-03</td>
<td>Excess cash problems</td>
</tr>
<tr>
<td></td>
<td>D-04</td>
<td>Insufficient effective control</td>
</tr>
<tr>
<td>3. Technical</td>
<td>D-02</td>
<td>Late MPRs/FFRs</td>
</tr>
<tr>
<td></td>
<td>D-03</td>
<td>Progress reports lack required information</td>
</tr>
<tr>
<td></td>
<td>D-15</td>
<td>FFATA reporting deficiencies</td>
</tr>
<tr>
<td></td>
<td>D-16</td>
<td>Incorrect FFR reporting</td>
</tr>
<tr>
<td>6. Procurement</td>
<td>D-05</td>
<td>No verification that excluded parties are not participating</td>
</tr>
<tr>
<td>7. Disadvantaged Business Enterprise (DBE)</td>
<td>D-07</td>
<td>Uniform reports not submitted semi-annually</td>
</tr>
<tr>
<td>8. Planning/ Program of Projects</td>
<td>D-04</td>
<td>Public notice deficiencies</td>
</tr>
<tr>
<td>11. Half Fare</td>
<td>D-01</td>
<td>Fares more than one-half</td>
</tr>
<tr>
<td>12. Americans with Disabilities Act (ADA)</td>
<td>D-B</td>
<td>Insufficient no-show policy</td>
</tr>
<tr>
<td>16. Safety and Security</td>
<td>AC-01</td>
<td>No safety policy/plan</td>
</tr>
<tr>
<td></td>
<td>AC-09</td>
<td>No security plan</td>
</tr>
</tbody>
</table>
II. Review Background and Process

1. Background

The United States Code, Chapter 53 of Title 49, requires the Federal Transit Administration (FTA) of the United States Department of Transportation (USDOT) to perform reviews and evaluations of Urbanized Area Formula Grant activities at least every three years. This requirement is contained in 49 U.S.C. 5307(i). This review was performed in accordance with FTA procedures (published in FTA Order 9010.1B, April 5, 1993). At least once every three years, the Secretary shall review and evaluate completely the performance of a grantee in carrying out its program, specifically referring to compliance with statutory and administrative requirements.

The Triennial Review includes a review of the grantee’s compliance in 18 areas. The basic requirements for each of these areas are summarized in Section IV.

This report presents the findings from the Triennial Review of the ICTC. The review concentrated on procedures and practices employed during the past three years; however, coverage was extended to earlier periods as needed to assess the policies in place and the management of grants. The specific documents reviewed are referenced in this report and are available at FTA’s Regional Office or at the grantee’s office.

2. Process

The Triennial Review process includes a pre-review assessment, a review scoping meeting with the FTA regional office, and an on-site visit to the grantee’s location. The review scoping meeting was conducted with the Region IX Office on September 16, 2013. A review package was sent to ICTC advising it of the site visit and indicating information that would be needed and issues that would be discussed. The site visit to ICTC occurred on November 14 and 15, 2013.

The onsite portion of the review began with an entrance conference, in which the purpose of the Triennial Review and the review process were discussed. The remaining time was spent discussing administrative and statutory requirements and reviewing documents. A tour of the ICTC’s transit facilities was conducted to provide an overview of activities related to FTA-funded projects. A sample of maintenance records for FTA-funded vehicles was also examined during the site visit. Upon completion of the review, a “Summary of Preliminary Findings” was provided to ICTC at an exit conference on November 15, 2013. The individuals participating in the review are listed in Section VI of this report.

3. Metrics

The metrics used to evaluate whether a grantee is meeting the requirements for each of the areas reviewed are: not deficient, deficient, advisory comment, and not applicable.
• **Not Deficient**: An area is considered not deficient if, during the review, no findings were noted with the grantee’s implementation of the requirements.

• **Deficient**: An area is considered deficient if all of the requirements within the area reviewed were not met.

• **Advisory Comment**: An advisory comment is only made in the area of safety and security.

• **Not Applicable**: An area can be deemed not applicable if, after an initial assessment, the grantee does not conduct activities for which the requirements of the respective area would be applicable.

### III. Grantee Description

#### Organization

The Imperial County Transportation Commission (ICTC) was created by the State of California Senate Bill 607 (SB 607) in January 2010. As a result of SB 607, ICTC is the recognized transportation planning agency for Imperial County. The ICTC is the successor legal entity to Imperial Valley Association of Governments (IVAG), which along with the Imperial County Department of Public Works, subsidized and administered the services operated as Imperial Valley Transit (IVT) until January 2010. ICTC has since assumed responsibility for transportation and transit matters, as well as all related assets and liabilities of IVAG and the County. ICTC is a sub-regional agency of the Southern California Association of Governments (SCAG), the Metropolitan Planning Organization (MPO). ICTC serves a population of approximately 172,000 persons in an area of 4,598 square miles.

#### Services

Fixed-route transit services are operated under the moniker of Imperial Valley Transit (IVT) and are contracted to First Transit, Inc. The IVT service consists of eight local routes, two express routes, and four limited routes. In addition, two circulator routes, the Blue Line and the Green Line, are operated in the downtown area of El Centro. Depending on the specific route, local service is operated between the hours of 6:00 a.m. and 11:30 p.m. on weekdays and 6:00 a.m. to 8:30 p.m. on Saturdays. Express service is operated during weekday peak periods. The Blue and Green lines operate between 6:00 a.m. and 6:00 p.m. on weekdays. The limited services operate only a few trips per day during peak periods. IVT uses a zone fare structure with premium fares charged for express and limited services. Local fares within a fare zone are $1.00 per trip, and Regional Zone Fares for trips that traverse zone boundaries are $1.25 per trip. Express and limited service fares range from $1.25 to $2.50 depending on the route. Reduced fares for seniors, persons with disabilities and Medicare card holders are offered on local and circulator routes. The reduced fare for local zones is 50¢ per trip, and 65¢ per trip for regional zones.

ADA complementary paratransit service is provided under the banner of IVT Access, and also is operated under contract to First Transit, Inc. IVT Access operates during all days and hours that fixed-route service is operated. The IVT Access fare for a local zone trip is $1.00, and for a regional zone trip is $2.00.
Grant Activity

<table>
<thead>
<tr>
<th>Grant Number</th>
<th>FTA Grant Amount</th>
<th>Awarded</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>CA-90-Y469</td>
<td>$2,948,114</td>
<td>3/14/2007</td>
<td>El Centro Transit Center Construction</td>
</tr>
<tr>
<td>CA-04-0248</td>
<td>$974,000</td>
<td>9/5/2012</td>
<td>Imperial Transit Park</td>
</tr>
<tr>
<td>CA-90-Z063</td>
<td>$2,366,538</td>
<td>8/8/2013</td>
<td>Fixed-Route and ADA Paratransit Capital Cost of Contracting</td>
</tr>
</tbody>
</table>

Completed Projects

Since the last triennial review, the ICTC has completed the construction of the Brawley Transit Center. The transit center includes several bus bays and passenger amenities. All project activities were conducted by the City of Brawley and were funded through a subrecipient arrangement with ICTC. In addition, the design of a similar transit center in El Centro also was completed.

Projects Underway

The El Centro Transit Center is currently under construction. Similar to the Brawley project, all project activities are being carried out by the City of El Centro through a subrecipient arrangement with ICTC. The project is scheduled to be completed before the end of 2013. ICTC also is expanding its transit services based on the increase in federal revenues resulting from the region’s growth identified in the 2010 census. The ICTC also is incorporating the use of newer technology in the IVT and IVT access websites in order to provide more useful and timely information to the public.

Future Projects

During the next three to five years, ICTC is planning to implement the design and construction of transfer terminals in the Cities of Imperial and Calexico.

ARRA-funded Projects

Both the Brawley and El Centro transit centers received funding under ICTC’s ARRA grant, CA-96-X064. This grant was originally awarded to Imperial County and was included in the transfer of responsibilities to the ICTC.
IV. Results of the Review

1. Legal

Basic Requirement: The grantee must be eligible and authorized under state and local law to request, receive, and dispense FTA funds and to execute and administer FTA funded projects. The authority to take actions and responsibility on behalf of the grantee must be properly delegated and executed.

Finding: During this Triennial Review of the ICTC, no deficiencies were found with the FTA requirements for Legal.

2. Financial Management and Financial Capacity

Basic Requirement: The grantee must demonstrate the ability to match and manage FTA grant funds, cover cost increases and operating deficits, financially maintain and operate FTA funded facilities and equipment, and conduct and respond to applicable audits.

Finding: During this Triennial Review of the ICTC, deficiencies were found with the FTA requirements for Financial Management and Financial Capacity.

During the examination of ECHO drawdowns it was found that in three of the samples selected ICTC drew more funds than were eligible at the time of the drawdown. The table below shows the particular drawdowns and the amount of excess funds drawn:

<table>
<thead>
<tr>
<th>Project Number (Grant Number)</th>
<th>ECHO Transaction Date</th>
<th>ECHO Transaction Amount</th>
<th>Underlying Transaction Amount</th>
<th>FTA Eligible Amount</th>
<th>Excess Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>CA-90-Y469</td>
<td>5/21/2013</td>
<td>$29,168</td>
<td>$791,925</td>
<td>$28,171</td>
<td>($997)</td>
</tr>
<tr>
<td>CA-90-Z025</td>
<td>5/2/2013</td>
<td>$1,500,000</td>
<td>$3,304,799</td>
<td>$1,321,920</td>
<td>($178,080)</td>
</tr>
<tr>
<td>CA-90-Z025</td>
<td>6/17/2013</td>
<td>$595,989</td>
<td>$342,647</td>
<td>$137,059</td>
<td>($458,930)</td>
</tr>
</tbody>
</table>

The activity funded under CA-90-Z025 is Capital Cost of Contracting for ICTC’s contract with First Transit. Although the total amount of funds overdrawn on this as of June 17, 2013 was $637,011, additional expenses related to the contract were incurred by the end of the fiscal year (June 30, 2013), which resulted in a balance of overdrawn funds of $502,434.

Corrective Action and Schedule: No later than March 17, 2014, ICTC must resolve with the FTA Region IX Office the exact amount of excess funds, plus interest, owed to the federal government, and reimburse the decided amount. ICTC must further develop and submit to the FTA Region IX Office financial procedures to ensure that drawdown amounts are calculated properly in the future.

Finding: During the examination of ECHO drawdowns, it was found in multiple cases that ICTC did not disburse federal funds within three business days of receipt, as required.
Corrective Action and Schedule: No later than March 17, 2014, ICTC must develop and submit to the FTA Region IX Office financial procedures to ensure that FTA funds are disbursed within three business days of receipt.

Finding: The financial procedures used by ICTC for its ECHO drawdowns does not include an adequate segregation of duties. The Senior Transit Planner prepares the drawdown and also draws down the funds. There is no separate approval authority for conducting drawdowns.

Corrective Action and Schedule: No later than March 17, 2014, ICTC must develop and submit to the FTA Region IX Office financial procedures that provide for the segregation of duties in the preparation and approval of ECHO drawdowns and procedures to ensure that amounts to be drawn are calculated properly.

3. Technical

Basic Requirement: The grantee must be able to implement FTA funded projects in accordance with the grant application, Master Agreement, and all applicable laws and regulations, using sound management practices.

Finding: During this Triennial Review of the ICTC, deficiencies were found with the FTA requirements for Technical.

ICTC did not file its Milestone/Progress Reports (MPRs) and Federal Financial Reports (FFRs) for the fourth quarter of FFY2013.

Corrective Action and Schedule: No later than January 30, 2014, ICTC must ensure that MPRs and FFRs are submitted in TEAM. No later than March 17, 2014, ICTC must develop and submit to the FTA Region IX Office procedures to ensure that MPRs and FFRs are submitted timely in TEAM. This is a repeat finding from the FY2010 Triennial Review.

Finding: ICTC has not been revising milestone dates in its MPRs, nor has the agency been providing sufficient narrative to explain why milestones were not met, and therefore need revision. This is a repeat finding from the FY2010 Triennial Review.

Corrective Action and Schedule: With the submission of its next MPR by January 30, 2014, ICTC must revise all uncompleted milestone dates that have passed and provide sufficient narrative explanation as to why the milestone dates were revised. Furthermore, no later than March 17, 2014, ICTC must develop and submit to the FTA Region IX Office procedures to ensure that milestones are revised, as required, and that sufficient narrative is provided to explain any revisions.

Finding: ICTC passed through funding to the City of Brawley for the construction of a transit center. One of the grants funding this project, CA-04-0244, was awarded in August of 2012. ICTC did not report the subaward to Brawley in the Federal Subaward Reporting System (FSRS), as required. Note: there is a pending subaward to the City of Imperial that also will need to be reported once MOU with the subrecipient is executed.
Corrective Action and Schedule: No later than March 17, 2014, ICTC must notify the FTA Region IX Office when it has reported subawards in the FSRS and also must develop and submit procedures for reporting future subawards.

Finding: ICTC is not reporting unliquidated obligations in the FFRs for its grants, as required.

Corrective Action and Schedule: No later than January 30, 2014, ICTC must submit its FFRs with the correct amounts for unliquidated obligations. No later than March 17, 2014, ICTC must develop and submit to the FTA Region IX Office procedures for accurately calculating and properly reporting unliquidated obligations in the FFRs in TEAM.

4. **Satisfactory Continuing Control**
   
   **Basic Requirement:** The grantee must maintain control over real property, facilities, and equipment and ensure that they are used in transit service.

   **Finding:** During this Triennial Review of the ICTC, no deficiencies were found with the FTA requirements for Satisfactory Continuing Control.

5. **Maintenance**

   **Basic Requirement:** Grantees and subrecipients must keep federally funded equipment and facilities in good operating order and maintain ADA accessibility features.

   **Finding:** During this Triennial Review of the ICTC, no deficiencies were found with the FTA requirements for Maintenance.

6. **Procurement**

   **Basic Requirement:** FTA grantees use their own procurement procedures that reflect applicable state and local laws and regulations, provided that the process ensures competitive procurement and the procedures conform to applicable federal law, including 49 CFR Part 18 (specifically Section 18.36) and FTA Circular 4220.1F, “Third Party Contracting Guidance.”

   **Finding:** During this Triennial Review of the ICTC, deficiencies were found with the FTA requirements for Procurement.

   During the examination of procurement files, it was found that neither ICTC, nor the City of El Centro, its subrecipient, verify prior to the awarding of contracts whether the successful bidder/proposer is on the excluded parties listing.

   **Corrective Action and Schedule:** No later than March 17, 2014, ICTC must submit to the FTA Region IX Office revised procurement procedures to ensure that they verify prior to awarding any FTA-assisted contract, that the successful bidder/proposer is not on the excluded parties list.
7. **Disadvantaged Business Enterprise (DBE)**

**Basic Requirement:** The grantee must comply with 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. Grantees also must create a level playing field on which DBEs can compete fairly for DOT-assisted contracts.

**Finding:** During this Triennial Review of the ICTC, deficiencies were found with the USDOT requirements for Disadvantaged Business Enterprise.

ICTC has not been submitting the Uniform Report of DBE Awards or Commitments and Payments semi-annually to the FTA Region IX Civil Rights Officer, as required.

**Corrective Action and Schedule:** No later than March 17, 2014, ICTC must submit the delinquent semi-annual reports to the FTA Region IX Civil Rights Officer and upload these reports into the TEAM system.

8. **Planning/ Program of Projects**

**Basic Requirement (Planning):** The grantee must participate in the transportation planning process in accordance with FTA requirements, SAFETEA-LU, and the metropolitan and statewide planning regulations.

**Basic Requirement (Human Services Transportation):** Grantees must participate in a coordinated public transit-human services transportation planning process that identifies the transportation needs of individuals with disabilities, older adults, and people with low incomes; provides strategies for meeting those local needs; and prioritizes transportation services for funding and implementation.

**Basic Requirement (Program of Projects (POP)):** Each recipient of a Section 5307 grant shall develop, publish, afford an opportunity for a public hearing on, and submit for approval, a POP.

**Finding:** During this Triennial Review of the ICTC, deficiencies were found with the FTA requirements for Planning/POP.

ICTC relies on the MPO’s TIP development process to satisfy its Section 5307 Program of Projects (POP) requirement. The MPO’s Public Participation Plan (adopted January 5, 2012) does not indicate that the plan will be used to satisfy the City’s Urbanized Area Formula Program (Section 5307) Program of Projects (POP) requirement.

**Corrective Action and Schedule:** No later than March 17, 2014, ICTC must submit to the FTA Region IX Office model language that will be used in the MPO’s Public Participation Plan that notifies the public that the TIP development process is being used to satisfy ICTC’s Section 5307 Program of Projects requirements.

9. **Title VI**

**Basic Requirement:** The grantee must ensure that no person shall, on the grounds of race, color, or national origin, be excluded from participating in, or be denied the benefits of, or be subject to discrimination under any program, or activity receiving federal financial assistance. The grantee
must ensure that federally supported transit services and related benefits are distributed in an equitable manner.

**Note:** The 2013 Triennial Review covers a three-year period in which the FTA issued a revised circular for Title VI that provided more information on how to comply and changed requirements for some grantees with populations over 200,000 persons. As of October 1, 2012, grantees must comply with the requirements of FTA C 4702.1B. The review will look at compliance with the requirement of FTA C 4702.1A for the period prior to October 1, 2012 and compliance with the revised circular for activities after this date.

**Finding:** During this Triennial Review of the ICTC, no deficiencies were found with the FTA requirements for Title VI.

### 10. Public Comment on Fare and Service Changes

**Basic Requirement:** Section 5307 grantees are expected to have a written locally developed process for soliciting and considering public comment before raising a fare or carrying out a major transportation service reduction.

**Finding:** During this Triennial Review of the ICTC, no deficiencies were found with the FTA requirements for Public Comment on Fare and Service Changes.

### 11. Half Fare

**Basic Requirement:** For fixed route service supported with Section 5307 assistance, fares charged elderly persons, persons with disabilities or an individual presenting a Medicare card during off peak hours will not be more than one half the peak hour fares.

**Finding:** During this Triennial Review of the ICTC, deficiencies were found with the FTA requirements for Half Fare.

ICTC recently increased fares and as a result the Regional Zone Fare of 65¢ for seniors, persons with disabilities, and Medicare card holders is more than half of the regular Regional Zone Fare of $1.25.

**Corrective Action and Schedule:** ICTC must provide the FTA Region IX Office with documentation (e.g., service bulletin or notice to operators) demonstrating that it has immediately begun charging to seniors, persons with disabilities, and Medicare card holders a reduced Regional Zone Fare that is no more than half of the regular Regional Zone Fare during non-peak periods. No later than March 17, 2014, ICTC must provide to the FTA Region IX Office documentation demonstrating that non-peak regional zone fares for seniors, persons with disabilities and Medicare card holders are not more than one-half the regular regional zone peak hour fare.

### 12. Americans with Disabilities Act (ADA)

**Basic Requirement:** Titles II and III of the Americans with Disabilities Act of 1990 (ADA) provide that no entity shall discriminate against an individual with a disability in connection with...
the provision of transportation service. The law sets forth specific requirements for vehicle and facility accessibility and the provision of service, including complementary paratransit service.

**Finding:** During this Triennial Review of the ICTC, deficiencies were found with the DOT requirements for Americans with Disabilities Act.

ICTC’s no-show policy indicates that passengers who accumulate three no-shows within a 30-day period will be suspended. The policy does not take into consideration the frequency with which the passenger uses the IVT Access services. This is not consistent with the FTA requirement that the frequency with which a passenger uses ADA service must be considered when determining suspensions. Furthermore, the length of suspension is progressive with the first suspension at 30 days, the second suspension at six months, and permanent after the third suspension. This is not consistent with the regulatory requirement that suspensions be for a "reasonable amount of time."

**Corrective Action and Schedule:** No later than March 17, 2014, ICTC must submit to the FTA Region IX Civil Rights Officer a revised no-show policy that ensure that frequency passenger usage is considered in determining suspensions and that suspensions be imposed only for a reasonable amount of time.

### 13. Charter Bus

**Basic Requirement:** Grantees are prohibited from using federally funded equipment and facilities to provide charter service if a registered private charter operator expresses interest in providing the service. Grantees are allowed to operate community based charter services excepted under the regulations.

**Finding:** During this Triennial Review of the ICTC, no deficiencies were found with the FTA requirements for Charter Bus.

### 14. School Bus

**Basic Requirement:** Grantees are prohibited from providing exclusive school bus service unless the service qualifies and is approved by the FTA Administrator under an allowable exemption. Federally funded equipment or facilities cannot be used to provide exclusive school bus service. School tripper service that operates and looks like all other regular service is allowed.

**Finding:** During this Triennial Review of the ICTC, no deficiencies were found with the FTA requirements for School Bus.

### 15. National Transit Database (NTD)

**Basic Requirement:** Grantees that receive Section 5307 and 5311 grant funds must collect, record and report financial and non-financial data in accordance with the Uniform System of Accounts (USOA) and the National Transit Database (NTD) Reporting Manual as required by 49 USC 5335(a).
Finding: During this Triennial Review of the ICTC, no deficiencies were found with the FTA requirements for National Transit Database.

16. Safety and Security

Basic Requirement: Under the safety authority provisions of the federal transit laws, the Secretary has the authority to investigate the operations of the grantee for any conditions that appear to create a serious hazard. As recipients of Section 5307 funds, grantees must annually certify that they are spending at least one percent of such funds for transit security projects or that such expenditures for security projects are not necessary.

Finding: During this Triennial Review of the ICTC, no deficiencies were found with the FTA requirements for Safety and Security.

Two advisory comments are offered for ICTC’s consideration.

Advisory Comments: ICTC is advised to develop a System Safety Program Plan for its fixed-route and paratransit operations. ICTC is also advised to develop a Security and Emergency Management Plan for its fixed-route and paratransit operations.

17. Drug Free Workplace and Drug and Alcohol Program

Basic Requirement: All grantees are required to maintain a drug free workplace for all employees and to have an ongoing drug free awareness program. Grantees receiving Section 5307, 5309 or 5311 funds that have safety-sensitive employees must have a drug and alcohol testing program in place for such employees.

Finding: During this Triennial Review of ICTC, no deficiencies were found with the FTA requirements for Drug Free Workplace and Drug and Alcohol Program.

18. Equal Employment Opportunity (EEO)

Basic Requirement: The grantee must ensure that no person in the United States shall on the grounds of race, color, religion, national origin, sex, age, or disability be excluded from participating in, or denied the benefits of, or be subject to discrimination in employment under any project, program, or activity receiving federal financial assistance under the federal transit laws. (Note: EEOC’s regulation only identifies/recognizes religion and not creed as one of the protected groups.)

Finding: During this Triennial Review of the ICTC, no deficiencies were found with the FTA requirements for Equal Employment Opportunity.
## V. Summary of Findings

<table>
<thead>
<tr>
<th>Review Area</th>
<th>Finding</th>
<th>Deficiency</th>
<th>Corrective Action</th>
<th>Response Date</th>
<th>Date Closed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Legal</td>
<td>ND</td>
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<tr>
<td>2. Financial</td>
<td>D-03</td>
<td>Excess cash problems</td>
<td>ICTC must resolve with the FTA Region IX Office the exact amount of excess funds, plus interest, owed to the federal government, and reimburse the decided amount. ICTC must further develop and submit to the FTA Region IX Office financial procedures to ensure that drawdown amounts are calculated properly in the future.</td>
<td>3/17/2014</td>
<td>3/17/2014</td>
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<tr>
<td></td>
<td>D-04</td>
<td>Insufficient effective control</td>
<td>ICTC must develop and submit to the FTA Region IX Office financial procedures that provide for the segregation of duties in the preparation and approval of ECHO drawdowns and procedures to ensure that amounts to be drawn are calculated properly.</td>
<td>3/17/2014</td>
<td>3/17/2014</td>
</tr>
<tr>
<td>3. Technical</td>
<td>D-02</td>
<td>Late MPRs/FFRs</td>
<td>ICTC must ensure that MPRs and FFRs are submitted in TEAM.</td>
<td>01/30/2014</td>
<td>03/17/2014</td>
</tr>
<tr>
<td></td>
<td>D-03</td>
<td>Progress reports lack required information</td>
<td>ICTC must revise all uncompleted milestone dates that have passed and provide sufficient narrative explanation as to why the milestone dates were revised.</td>
<td>01/30/2014</td>
<td>03/17/2014</td>
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<tr>
<td></td>
<td>D-15</td>
<td>FFATA reporting deficiencies</td>
<td>ICTC must notify the FTA Region IX Office when it has reported subawards in the FSRS and also must develop and submit procedures for reporting future subawards.</td>
<td>03/17/2014</td>
<td>03/17/2014</td>
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<tr>
<td></td>
<td>D-16</td>
<td>Incorrect FFR reporting</td>
<td>ICTC must submit its FFRs with the correct amounts for unliquidated obligations.</td>
<td>01/30/2014</td>
<td>01/30/2014</td>
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<tr>
<td>Review Area</td>
<td>Finding</td>
<td>Deficiency</td>
<td>Corrective Action</td>
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<td>ICTC must develop and submit to the</td>
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<td>ICTC must develop and submit to the FTA Region IX Office procedures for</td>
<td>ICTC must develop and submit to the FTA Region IX Office procedures for accurately calculating and properly reporting unliquidated obligations in the FFRs in TEAM.</td>
<td>03/17/2014</td>
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<td>the FTA Region IX Office procedures for accurately</td>
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<td>calculating and properly reporting</td>
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<td>unliquidated obligations in the FFRs in TEAM.</td>
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<td>4. Satisfactory Continuing Control</td>
<td>ND</td>
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<td>5. Maintenance</td>
<td>ND</td>
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<tr>
<td>6. Procurement</td>
<td>D-05</td>
<td>No verification that excluded parties are not participating</td>
<td>ICTC must submit to the FTA Region IX Office revised procurement procedures to ensure that they verify prior to awarding any FTA-assisted contract that no excluded parties are participating.</td>
<td>03/17/2014</td>
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<tr>
<td>7. Disadvantaged Business Enterprise</td>
<td>D-07</td>
<td>Uniform reports not submitted semi-annually</td>
<td>ICTC must submit the delinquent semi-annual reports to the FTA Region IX Civil Rights Officer and upload these reports into the TEAM system.</td>
<td>03/17/2014</td>
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</tr>
<tr>
<td>8. Planning/ Program of Projects</td>
<td>D-04</td>
<td>Public notice deficiencies</td>
<td>ICTC must submit to the FTA Region IX Office model language that will be used in the MPO’s Public Participation Plan that notifies the public that the TIP development process is being used to satisfy the City’s Section 5307 Program of Projects requirements.</td>
<td>03/17/2014</td>
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<tr>
<td>9. Title VI</td>
<td>ND</td>
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<td>10. Public Comment on Fare and Service</td>
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<tr>
<td>Changes</td>
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<tr>
<td>11. Half Fare</td>
<td>D-01</td>
<td>Fares more than one-half</td>
<td>ICTC must provide the FTA Region IX Office with documentation (e.g., service bulletin or notice to operators) demonstrating that it has immediately begun charging to seniors, persons with disabilities, and Medicare card holders a reduced Regional Zone Fare that is no more than half of the regular Regional Zone Fare during non-peak periods.</td>
<td>Immediate</td>
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<td>ICTC must provide to the FTA Region IX Office documentation demonstrating that non-peak regional zone fares for seniors, persons with disabilities and Medicare card holders are not more than one-half the regular regional zone peak hour fare.</td>
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<tr>
<td>12. Americans with Disabilities Act (ADA)</td>
<td>D-B</td>
<td>Insufficient no-show policy</td>
<td>ICTC must submit to the FTA Region IX Civil Rights Officer a revised no-show policy that ensure that frequency passenger usage is considered in determining suspensions and that suspensions be imposed only for a reasonable amount of time.</td>
<td>03/17/2014</td>
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<tr>
<td>13. Charter Bus</td>
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<td>14. School Bus</td>
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<tr>
<td>15. National Transit Database (NTD)</td>
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<td>16. Safety and Security</td>
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<td></td>
<td>AC-01</td>
<td>No safety policy/plan</td>
<td>ICTC is advised to develop a system safety program plan for the agency.</td>
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<tr>
<td></td>
<td>AC-09</td>
<td>No security plan</td>
<td>ICTC is advised to develop a security plan for the agency.</td>
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<tr>
<td>17. Drug Free Workplace and Drug and Alcohol Program</td>
<td>ND</td>
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<tr>
<td>18. Equal Employment Opportunities</td>
<td>ND</td>
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</tbody>
</table>

Findings: ND = No Deficiencies; D = Deficient; AC = Advisory Comment; NA = Not Applicable
## VI. Attendees

<table>
<thead>
<tr>
<th>Name</th>
<th>Title/Organization</th>
<th>Phone Number</th>
<th>E-mail Address</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Imperial County Transportation Commission</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kathi Williams</td>
<td>Senior Transportation Planner</td>
<td>760-592-4494</td>
<td><a href="mailto:kathiwilliams@imperialctc.org">kathiwilliams@imperialctc.org</a></td>
</tr>
<tr>
<td>Michelle Bastidas</td>
<td>Administrative Analyst</td>
<td>760-592-4496</td>
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</tr>
<tr>
<td>David Salgado</td>
<td>Transit Planner</td>
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<td><a href="mailto:davidtsalgado@imperialctc.org">davidtsalgado@imperialctc.org</a></td>
</tr>
<tr>
<td><strong>Imperial Valley Transit</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Charles Brockwell</td>
<td>General Manager</td>
<td>760-336-9600</td>
<td><a href="mailto:charles.brockwell@firstgroup.com">charles.brockwell@firstgroup.com</a></td>
</tr>
<tr>
<td>Narasa Monkmeyer</td>
<td>Operations Mgr. IVT Access</td>
<td>760-996-2656</td>
<td><a href="mailto:narasa.monkmeyer@firstgroup.com">narasa.monkmeyer@firstgroup.com</a></td>
</tr>
<tr>
<td>Joshua Hood</td>
<td>Safety Manager</td>
<td>760-425-0660</td>
<td><a href="mailto:josh.hood@firstgroup.com">josh.hood@firstgroup.com</a></td>
</tr>
<tr>
<td>Cesar Sanchez</td>
<td>Operations Mgr. IVT</td>
<td>760-970-7237</td>
<td><a href="mailto:cesarsanchez@firstgroup.com">cesarsanchez@firstgroup.com</a></td>
</tr>
<tr>
<td><strong>City of Brawley</strong></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Rosanna Bayor-Moore</td>
<td>City Manager</td>
<td>760-344-5800</td>
<td><a href="mailto:rbmoore@brawley-ca.gov">rbmoore@brawley-ca.gov</a></td>
</tr>
<tr>
<td>Steven Sullivan, P.E.</td>
<td>Associate Civil Engineer</td>
<td>760-344-5800</td>
<td><a href="mailto:ssullivan@brawley-ca.gov">ssullivan@brawley-ca.gov</a></td>
</tr>
<tr>
<td>Guillermo Sillas</td>
<td>Engineer</td>
<td>760-344-5800</td>
<td><a href="mailto:gsillas@brawley-ca.gov">gsillas@brawley-ca.gov</a></td>
</tr>
<tr>
<td><strong>City of El Centro</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Abraham Campos</td>
<td>Engineer</td>
<td>760-337-5182</td>
<td><a href="mailto:acampos@ci.el-centro.ca.us">acampos@ci.el-centro.ca.us</a></td>
</tr>
<tr>
<td>Stacy Lox</td>
<td>Administrative Staff</td>
<td>760-337-5182</td>
<td><a href="mailto:scox@ci.el-centro.ca.us">scox@ci.el-centro.ca.us</a></td>
</tr>
<tr>
<td><strong>FTA Region IX (via teleconference)</strong></td>
<td></td>
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</tr>
<tr>
<td>Catherine Luu</td>
<td>Program Manager/General Engineer</td>
<td>415-744-2730</td>
<td><a href="mailto:catherine.luu@dot.gov">catherine.luu@dot.gov</a></td>
</tr>
<tr>
<td>Philoki Barros</td>
<td>Transportation Program Specialist</td>
<td>415-744-2740</td>
<td><a href="mailto:philoki.barros@dot.gov">philoki.barros@dot.gov</a></td>
</tr>
<tr>
<td><strong>Reviewer</strong></td>
<td></td>
<td></td>
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<tr>
<td>George Pierlott</td>
<td>Pierlott &amp; Associates, LLC</td>
<td>609-304-6253</td>
<td><a href="mailto:george@pierlottassociates.com">george@pierlottassociates.com</a></td>
</tr>
</tbody>
</table>
B. Imperial Valley Transit (IVT) Ticket/Fare Media/Bus Passes Vendor Sales
January 3, 2014

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

SUBJECT: Imperial Valley Transit (IVT) Ticket/Fare Media/Bus Passes Vendor Sales Policy

Dear Committee Members:

Transit tickets and various fare media are available for purchase at several locations including City Halls, several Chambers of Commerce, Imperial Valley College (IVC) and at the IVT bus operations center on East Ross Road. Due to an increase in the use of the transit system, ICTC staff has been approached about the potential sale of bus passes at commercial vendors, i.e., local stores and retail outlets. To allow for this opportunity, staff proposes to create a vendor sales policy and agreement for adoption by the Commission.

There are several items that should be considered as a policy is developed including but not limited to: Liability and control, cash handling, inventory, administration and oversight by the ICTC Executive Director and staff support. In addition, it is not uncommon in the industry for commercial vendors to receive a commission for such sales.

ICTC staff will be developing a policy and vendor agreement. The goal would be to have each member agency as well as, the commercial and retail outlets also complete the agreement. However, at this time staff does not recommend the use of a sales commission until after approximately one year of implementation. This would allow a complete review of sales and the potential impact of possible commissions to fare box ratios. At that time, ICTC staff can revisit the issue and recommend changes as deemed necessary.

This item is presented for discussion purposes.

Sincerely,

MARK BAZA
Executive Director

BY: [Signature]

Kathi Williams
Senior Transit Planner

MB/ksw/ds

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