



**1405 N. IMPERIAL AVENUE, SUITE 1
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**TRANSPORTATION COMMISSION MEETING
AGENDA**

**WEDNESDAY, APRIL 27, 2016
6:00 p.m. (or immediately after IVRMA or LTA)**

**County of Imperial Administration Center
Board of Supervisors Chambers
940 W. Main Street, Second Floor
El Centro, CA 92243**

CHAIR: JAMES PREDMORE

VICE CHAIR: DOUG COX

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

I. CALL TO ORDER AND ROLL CALL

II. EMERGENCY ITEMS

- A. Discussion/Action of emergency items, if necessary.

III. PUBLIC COMMENTS

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

IV. CLOSED SESSION

- A. Motion to Adjourn to Closed Session
- B. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code §54957)
Title: ICTC Executive Director
- C. Announcement of Closed Session Action(s)

V. CONSENT CALENDAR

(Executive Director recommends approval of consent calendar items)

- A. Approval of ICTC Board Draft Minutes: March 23, 2016 Pages 6-18
- B. Receive and File:
1. ICTC Management Committee Draft Minutes: April 13, 2016
 2. ICTC TAC Minutes: March 23, 2016
 3. ICTC SSTAC Minutes: March 2, 2016

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

VI. REPORTS

- A. ICTC Executive Director
 - See attached Executive Director Report on page 20
- B. Southern California Association of Governments
 - See attachments on page 32
 - 1. SCAG 2016 May 5 – 6, 2016 General Assembly & Regional Conference Agenda
 - 2. SCAG 2016 June 13, 2016 SCAG Demographic Workshop
 - 3. SCAG April 2016 Spotlight –Legislation and Policy Affecting Our Region
 - 4. SCAG Active Transportation Symposium (for elected officials only)
- C. California Department of Transportation – District 11
 - See attached report on page 42
- D. Commission Member Reports

VII. ACTION CALENDAR

- A. Unmet Transit Needs Public Hearing Process - Fiscal Year 2016-2017 Page 55

ICTC Management Committee met on April 23, 2016 and forwards this item to the Commission for review and approval after public comment, if any:

- 1. Adopt the FY 2016-17 “Findings” as presented or amended, after a review of the SSTAC response
- 2. Authorize the Chairman to sign the attached resolution
- 3. Direct staff to forward the FY 2016-17 “Findings”, public hearing documentation and resolution to the State Department of Transportation

- B. Competitive Bid for the Coordination of Public Dial-a-Ride Paratransit Services – IVT RIDE El Centro Service Area Agreement Page 61

ICTC Management Committee met on April 23, 2016 and forwards this item to the Commission for review and approval after public comment, if any:

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

- A. El Centro Service Area

- (1) For the period June 1, 2016 through June 30, 2017, the annual not to exceed subsidy is set at \$591,074.
- (2) For the period July 1, 2017 through June 30, 2018, the annual not to exceed subsidy is set at \$580,255.
- (3) For the period July 1, 2018 through June 30, 2019 the annual not to exceed subsidy is set at \$599,601.
- (4) For the period July 1, 2019 through June 30, 2020, the annual not to exceed subsidy is set at \$617,943.
- (5) For the period July 1, 2020 through June 30, 2021, the annual not to exceed subsidy is set at \$635,230.
- (6) For the period July 1, 2021 through June 30, 2022, the annual not to exceed subsidy is set at \$652,325.

- B. Establish the operating agreement performance goals for the IVT RIDE – El Centro service area as follows:

157.7	Passengers Per Day	3.9	Passengers Per Hour,
\$13.90	Cost Per Passenger	\$12.51	Subsidy Per Passenger
\$54.44	Cost Per Hour	\$6.87	Cost per Mile
10%	Farebox Ratio		
1.4	Full Time Employee Equivalent		

2. Approve payment of a fee for the use of loaner paratransit buses, until the new low floor buses are delivered, set at \$4,000 per month for five (5) paratransit buses, and to be prorated as necessary.
3. Establish the fare pricing for the IVT RIDE – El Centro service area at the “existing fare” of \$1.25 in that the current fares will remain in effect until analysis and recommendation for revision is provided by ICTC staff.
 4. Establish the “No Show and Late Cancellation Policy” for the IVT Ride –El Centro system

C. Competitive Bid Process for the IVT MedTrans; non-emergency transportation to medical facilities in San Diego - Operating Agreement, FY 2016-17 to FY 2020-21 Page 122

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

1. Authorize the Chairman to sign an operating agreement with FIRST TRANSIT, INC. for the operation of the IVT MedTrans Paratransit Service 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. IVT MedTrans
 - (1) For the period June 1, 2016 through June 30, 2017, the annual not to exceed subsidy is set at \$400,205.
 - (2) For the period July 1, 2017 through June 30, 2018, the annual not to exceed subsidy is set at \$395,108.
 - (3) For the period July 1, 2018 through June 30, 2019 the annual not to exceed subsidy is set at \$407,790.
 - (4) For the period July 1, 2019 through June 30, 2020, the annual not to exceed subsidy is set at \$410,672.
 - (5) For the period July 1, 2020 through June 30, 2021, the annual not to exceed subsidy is set at \$422,057.

B. Establish the performance goals for the IVT MedTrans service areas as follows:

53.9	Passengers Per Day	3.2	Passengers Per Hour
\$42.75	Cost Per Passenger	\$36.34	Subsidy Per Passenger
\$138.32	Cost Per Hour	\$4.95	Cost per Mile
15%	Farebox Ratio		
2.4	Full Time Employee Equivalent		

2. Approve payment of a fee for the use of loaner paratransit buses, until the new paratransit buses are delivered, set at \$12,000 per month for four (4) paratransit buses, and to be prorated as necessary.
3. Establish the fare pricing for the IVT MedTrans service area at the “existing fare” of \$15.00 per person and \$7.00 per additional passenger for the round trip, in that the current fares will remain in effect until analysis and recommendation for revision is provided by ICTC staff.
4. Establish the “No Show and Late Cancellation Policy” for the IVT MedTrans

D. Competitive Bid for the IVT MedTrans Paratransit– Public Outreach, Branding and Marketing Services Page 184

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

1. Authorize the Chairman to sign the IVT MedTrans Public Outreach, Branding and Marketing Consultant Agreement with the firm of Franklin Lee Enterprises L.L.C. dba Conveyor Group, for the not to exceed fee of \$146,820, effective May 1, 2016 through June 30, 2019.

E. Passenger Statistical Summary Project for FY 2016-17 for Imperial Valley Transit (IVT) Page 201

ICTC Management Committee met on April 13, 2016 and forwards this item to the Commission for review and approval after public comment, if any:

1. Authorize the Chairman to sign the Passenger Statistical Sampling Project Agreement with the firm of *Rea and Parker Research Inc.* for the not to exceed fee of \$99,500.00 for FY 2016-17.
2. Direct staff to include this project budget in the FY 2016-17 ICTC OWP Budget and Transit Finance Plan.

VIII. NEXT MEETING DATE AND PLACE

- A. The next meeting of the **Imperial County Transportation Commission** will be held on **Wednesday, May 25, 2016** at **6:00 p.m.**, at the **County of Imperial Board Chambers**, at 940 W. Main Street, El Centro, CA.

IX. ADJOURNMENT

- A. Motion to adjourn

V. CONSENT CALENDAR

A. APPROVAL OF BOARD DRAFT MINUTES:

MARCH 23, 2016

B. RECEIVE AND FILE:

1. ICTC MANAGEMENT DRAFT MINUTES:

APRIL 13, 2016

2. ICTC DRAFT TAC MINUTES:

MARCH 23, 2016

3. ICTC SSTAC MINUTES:

MARCH 2, 2016

IMPERIAL COUNTY TRANSPORTATION COMMISSION

DRAFT MINUTES FOR MARCH 23, 2016

6:00 p.m.

VOTING MEMBERS PRESENT:

- | | |
|---------------------|----------------------|
| City of Brawley | George A. Nava |
| City of Calipatria | Maria Nava-Froelich |
| City of Calexico | Joong S. Kim |
| City of El Centro | Cheryl Viegas-Walker |
| City of Imperial | Doug Cox |
| City of Westmorland | Lawrence D. Ritchie |
| County of Imperial | Jack Terrazas |
| County of Imperial | Ryan Kelley |

NON-VOTING MEMBERS PRESENT:

- | | |
|----------------------|------------------------------|
| Caltrans District 11 | Bill Figge for Laurie Berman |
|----------------------|------------------------------|

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

OTHERS PRESENT: Eric Havens: ICTC Counsel; Sam Amen, Marcelo Peinado: Caltrans; Ryan Snyder: Consultant; Rye Baerg: SCAG; Tomas Oliva

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 March 24, 2016 together with staff reports and related documents attached thereto and incorporated therein by reference.

I. CALL TO ORDER AND ROLL CALL

Vice-Chair Cox called the Commission meeting to order at 6:37 p.m. Roll call was taken and a quorum was present.

II. EMERGENCY ITEMS

There were none.

III. PUBLIC COMMENTS

There were none.

IV. CONSENT CALENDAR

Ms. Viegas-Walker requested to pull items C and D from the consent calendar for questions.

A motion was made by Viegas-Walker and seconded by Kelley to approve consent item A, **Motion carried with 2 abstentions** (Nava-Froelich, Kim).

A. Approved ICTC Board Draft Minutes: February 24, 2016

A motion was made by Viegas-Walker and seconded by Terrazas to approve consent item B, **Motion carried unanimously**.

B. Received and Filed:

- | | | |
|----|--|-------------------|
| 1. | ICTC Management Committee Draft Minutes: | March 9, 2016 |
| 2. | ICTC TAC Draft Minutes: | February 24, 2016 |
| 3. | ICTC SSTAC Minutes: | February 3, 2016 |

C. Specific Transit Operator Fiscal Reports FY 2014-15 for Med Express and West Shores Dial-A-Ride

Ms. Viegas-Walker asked what happens if the 10% farebox ratio is not met. Ms. Williams stated that the IVT system is achieving a 26% farebox alone. A system-wide farebox is used which is currently at 17.2% and above what is mandated.

1. Received and filed the Specific Transit Operator Fiscal Reports; Med Express and West Shores Dial-A-Ride for the Imperial County Transportation Commission for FY 2014-15

D. Specific Transit Operator Fiscal Reports FY 2014-15 for IMPERIAL VALLEY TRANSIT

1. Received and filed the Specific Transit Operator Fiscal Reports; IMPERIAL VALLEY TRANSIT for the Imperial County Transportation Commission for FY 2014-15

A motion was made by [Viegas-Walker](#) and seconded by [Nava-Froelich](#) to approve consent items C and D, **Motion carried with 1 abstention** (Kim).

V. REPORTS

A. ICTC Executive Director

Mr. Baza and staff had the following announcements:

- The ICTC Budget Workshop is scheduled for May 25, 2016 at 5 p.m. and will be held at the County Administration building in Conference Room C/D immediately before the Commission meeting. Light refreshments will be available.
- The Imperial Valley General Assembly and Economic Summit will be held on May 18-19, 2016. Location to be determined. A draft agenda was provided to the Commission. The fee will be \$75 for the general public.
- A complete list of ICTC updates can be found on Page 71 of the agenda.

B. Southern California Association of Governments (SCAG)

Mr. Baerg had the following announcements:

- The SCAG General Assembly and Regional Conference will be on March 5-6, 2016 in La Quinta.
- Project proposals for ATP Cycle 3 are due June 15, 2016.

C. California Department of Transportation (Caltrans)

Mr. Figge had the following updates and announcements:

- The Mile Marker magazines were distributed to Commissioners.
- A full report of Caltrans updates can be found on page 90 of the agenda.

D. Commission Member Report

- There were various reports by Commission members of countywide issues and events happening in each of their respective cities/county.

VI. ACTION CALENDAR

- A. Applications for Federal Transit Administration (FTA) Section 5311 Program Funds FY 2015-16

ICTC Management Committee met on April 13, 2016 and forwarded this item to the Commission for review and approval after public comment, if any:

1. Adopted the attached resolution authorizing the Executive Director to sign the FTA 5311 FY 2015-16 grant application and all supporting documentation, and, submit the application to Caltrans.

A motion was made by [Nava](#) and seconded by [Viegas-Walker](#), **Motion Carried unanimously.**

- B. Imperial County Safe Routes to School Regional Master Plan

A presentation was made by Mr. Baerg and Mr. Snyder.

ICTC Management Committee met on April 13, 2016 and forwarded this item to the Commission for review and approval after public comment, if any:

1. Reviewed and adopted the Imperial County Safe Routes to School Regional Master Plan

A motion was made by [Kelley](#) and seconded by [Kim](#), **Motion Carried unanimously.**

VII. NEXT MEETING DATE AND PLACE

- A. The next meeting of the Imperial County Transportation Commission will be held on **Wednesday, April 27, 2016 at 6:00 p.m.**, at the County of Imperial Board Chambers, at 940 W. Main Street, El Centro, CA.

VIII. ADJOURNMENT

- A. Meeting adjourned at 7:28 p.m. Motion by [Ritchie](#), seconded by [Kelley](#), **Motion Carried.**

**IMPERIAL COUNTY TRANSPORTATION COMMISSION
MANAGEMENT COMMITTEE**

DRAFT MINUTES OF APRIL 13, 2016

10:30 a.m.

VOTING MEMBERS PRESENT:

City of Brawley	Rosanna Bayon Moore
City of Calipatria	Rom Medina
City of Calexico	Nick Fenley
City of El Centro	Ruben Duran
City of Imperial	Jorge Galvan – Chair
County of Imperial	Armando Villa
County of Imperial	Bill Brunet

STAFF PRESENT: Mark Baza, David Salgado, Cristi Lerma

OTHERS PRESENT: Sam Amen, Hanh-Dung Khuu: Caltrans, Liz Zarate: City of El Centro, Ignacio Dayrit: Center with Creative Land Recycling, Tomas Oliva: Office of Rep. Juan Vargas

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, April 13, 2016 together with staff reports and related documents attached thereto and incorporated therein by reference.

I. CALL TO ORDER AND ROLL CALL

Chair Galvan called the Committee meeting to order at 10:39 a.m. Roll call was taken. Introductions were made.

II. EMERGENCY ITEMS

A. There were none.

III. PUBLIC COMMENTS

A. Mr. Dayrit stated that after the meeting a workshop was being held for those agencies interested in technical assistance regarding brownfield restoration, vacant sites and will cover projects relevant to Imperial County.

IV. CONSENT ITEMS

A motion was made by [Bayon Moore](#) seconded by [Duran](#) to approve consent items 4A-4C. **Motion carried** unanimously after a few questions by Mr. Villa were answered by Mr. Salgado.

A. Approved ICTC Management Committee Minutes for March 9, 2016

B. Received and filed:

1. ICTC Board Draft Minutes for March 23, 2016
2. ICTC TAC Draft Minutes for March 24, 2016
3. ICTC SSTAC Draft Minutes for March 2, 2016

C. Passenger Statistical Summary Project for FY 2016-17 for Imperial Valley Transit (IVT)

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

1. Authorize the Chairman to sign the Passenger Statistical Sampling Project Agreement with the firm of *Rea and Parker Research Inc.* for the not to exceed fee of \$99,500.00 for FY 2016-17.
2. Direct staff to include this project budget in the FY 2016-17 ICTC OWP Budget and Transit Finance Plan.

V. REPORT

A. ICTC Executive Director

ICTC staff had the following announcements:

- The LTA audit was not approved at the March 23, 2016 meeting because it was incomplete. It is anticipated that the audit including all agencies will be approved at the April 27, 2016 meeting.
- The California Hero Program was launched in April 2014 in Imperial County with ICTC as the administering agency. Various reports were provided, including a countywide snapshot with statistics of the program, a breakdown by local agency and a program activity report through March 31, 2016.
- The ICTC Budget Workshop is scheduled for May 25, 2016 at 5 p.m. and will be held at the County Administration building in Conference Room C/D immediately before the Commission meeting. Light refreshments will be available.
- Save the Date - Imperial Valley General Assembly and Economic Summit: The Imperial Valley General Assembly and Economic Summit will be held on May 18-19, 2016. The General Assembly is scheduled to be held at Club Lohoo in Heber, CA and the Economic Summit is scheduled to be held at one of the other locations in the Imperial Center, also in Heber, CA. Assemblymember Eduardo Garcia is confirmed to be the speaker at the General Assembly.
- The Imperial County Regional Safe Routes to School (SRTS) Master Plan was approved at the regular March meeting of the ICTC Commission. The document provides approximately 52 regional school site specific plans with cost estimates, site plans, outreach, and survey data. The plan is now available to pursue grant funds. The survey data is in process of being completed and incorporated into the National SRTS Partnership database as a part of the national data compilation process. Staff has also met with ICOE for a possible partnership in submitting projects on the plan. Those interested in a grouped application should contact David Salgado.
- Those interested in the California Road Charge Pilot program can get more info on CaliforniaRoadChargePilot.com.
- A complete list of ICTC updates can be found on Page 69 of the agenda.

B. Southern California Association of Governments (SCAG)

- Handouts for the following items can be found on page 80 of the April agenda.
 1. SCAG 2016 May 5-6, 2016 General Assembly & Regional Conference Agenda
 2. SCAG 2016 June 13, 2016 SCAG Demographic Workshop
 3. SCAG April 2016 Spotlight - Legislation and Policy Affecting Our Region

C. Caltrans Department of Transportation – District 11

- Ms. Khuu provided Local Assistance updates and announcements.
- Mr. Amen provided project updates for Imperial County.

D. Committee Member Reports

- There were none.

VI. ACTION CALENDAR

A. Re-appointment of the Chair and Vice-Chair Positions

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

A motion was made to keep the City of Imperial as the Chair and appointing Jorge Galvan as the new rep. by Duran seconded by Bayon Moore, **Motion carried** unanimously.

B. Unmet Transit Needs Public Hearing Process - Fiscal Year 2016-2017

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

1. Adopt the FY 2016-17 “Findings” as presented or amended, after a review of the SSTAC response
2. Authorize the Chairman to sign the attached resolution
3. Direct staff to forward the FY 2016-17 “Findings”, public hearing documentation and resolution to the State Department of Transportation

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

C. Competitive Bid for the Coordination of Public Dial-a-Ride Paratransit Services – IVT RIDE El Centro Service Area Agreement

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

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

A. El Centro Service Area

- (1) For the period June 1, 2016 through June 30, 2017, the annual not to exceed subsidy is set at \$591,074.
- (2) For the period July 1, 2017 through June 30, 2018, the annual not to exceed subsidy is set at \$580,255.
- (3) For the period July 1, 2018 through June 30, 2019 the annual not to exceed subsidy is set at \$599,601.
- (4) For the period July 1, 2019 through June 30, 2020, the annual not to exceed subsidy is set at \$617,943.
- (5) For the period July 1, 2020 through June 30, 2021, the annual not to exceed subsidy is set at \$635,230.
- (6) For the period July 1, 2021 through June 30, 2022, the annual not to exceed subsidy is set at \$652,325.

B. Establish the operating agreement performance goals for the IVT RIDE – El Centro service area as follows:

157.7	Passengers Per Day	3.9	Passengers Per Hour
\$13.90	Cost Per Passenger	\$12.51	Subsidy Per Passenger

\$54.44	Cost Per Hour	\$6.87	Cost per Mile
10%	Farebox Ratio		
2.4	Full Time Employee Equivalent		

2. Approve payment of a fee for the use of loaner paratransit buses, until the new low floor buses are delivered, set at \$4,000 per month for five (5) paratransit buses, and to be prorated as necessary.
3. Establish the fare pricing for the IVT RIDE – El Centro service area at the “existing fare” of \$1.25 in that the current fares will remain in effect until analysis and recommendation for revision is provided by ICTC staff.
4. Establish the “No Show and Late Cancellation Policy” for the IVT Ride –El Centro system

A motion was made by [Bayon Moore](#) seconded by [Duran](#), **Motion carried** unanimously.

VIII. NEXT MEETING DATE AND PLACE

The next meeting of the **Management Committee** will be held on **May 11, 2016** at the **City of Brawley**, Brawley, CA.

IX. ADJOURNMENT

- A. Meeting adjourned at 11:48 a.m.



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TECHNICAL ADVISORY COMMITTEE
DRAFT MINUTES

February 24, 2016

Present:

Lily Falomir	City of Calexico
Terry Hagen	City of El Centro
Jack Fleming	City of El Centro
Hector Orozco	City of Holtville
John Gentry	City of Imperial
Jesus Villegas	City of Imperial
Joel Hamby	City of Westmorland
William Brunet	County of Imperial

Others:

Virginia Mendoza	ICTC
David Salgado	ICTC
Cristi Lerma	ICTC
Carlos Flores	The Holt Group
Sean Wilcock	IVEDC

1. The meeting was called to order by Chair Gentry at 10:02 a.m. A quorum was present and introductions were made. There were no public comments.
2. A *motion* was made to adopt the minutes for February 24, 2016. (Falomir/Fleming) **Motion Carried.**
3. FFY 2015-16 CMAQ & RSTP Project List – RFA Updates

Ms. Mendoza stated that she would skip this item and present it under Caltrans reports.

4. ICTC Updates / Announcements
 - Transit Planning Updates (by David Salgado):
 - Bus procurement is underway for the fixed route, Med-Express and IVT Ride.
 - SCAG is hosting an ATP Cycle 3 Application Workshop through their Toolbox Tuesdays program on April 5, 2016 at 10 a.m. Videoconferencing will be available at the ICTC offices.
 - As a part of the SCAG GoHuman Campaign, the City of El Centro will be hosting the “Le Tour de 8th” on March 26, 2016 from 10 a.m. to 2 p.m. The

- event will showcase new pedestrian improvements along 8th Street.
 - The Imperial County Safe Routes to School Regional Master Plan is on the Commission agenda for review and approval. SCAG will be working with ICTC and agencies willing to participate in a group ATP Cycle 3 application for all of Imperial County. The cycle will cover FY's 19/20 to 21/22. Applications are due on June 1, 2016.
 - Transportation Planning Updates (By Virginia Mendoza):
 - A Mobility Hubs Study is underway through a partnership with SANDAG. A second round of public outreach will be taking place in April. The concept of the outreach will be pop-up workshops at the Brawley, El Centro and IVC transit terminals. More information will be forthcoming.
 - The 2015 FTIP schedule is attached to the agenda. FY 2016/17 RSTP/CMAQ projects will be submitted on April 26, 2016. The 2015 FTIP schedule is through October 2016.
 - LTA Updates:
 - Remaining LTA Bond project funds are:
 - ❖ Brawley - \$4,589,041.15
 - ❖ Calexico - \$6,558,847
 - ❖ Calipatria - \$0
 - ❖ Imperial - \$541,777.84
 - ❖ County - \$6,618,353.38
 - The estimated balances for participating bond agencies have been updated and reflect the balances on the February 2016 bank statements. Agencies that are nearing the submittal of their last invoice please contact Ms. Mendoza prior so that the final invoice reflects the actual balance.
5. Cities and County Planning / Public Works Updates:
- Agencies present provided project updates.
 - ❖ Calexico: No update
 - ❖ El Centro: Euclid / La Brucherie road improvements, Buena Vista from 6th to 8th St road improvements, sidewalk improvements. A ribbon cutting was held for a new cantilever bus stop on 4th and Aurora.
 - ❖ Holtville: Bid proposals for Walnut Street project went out for construction.
 - ❖ Imperial: No update
 - ❖ County of Imperial: Salton Sea project, 3.2 miles on Hwy 86, SR 86/Dogwood Signal, finishing bond projects, CMAQ projects in design, replacement of the bridge on Dogwood (south of OES structure) with construction in 2017.
6. SCAG Updates / Announcements: (By Ms. Mendoza)
- There were none.
7. Caltrans Updates / Announcements
- Ms. Mendoza reviewed the Caltrans Obligation report emailed to her by Luis Medina and asked the attending agencies the status of their projects. Below only reflects the updates on CMAQ and RSTP for FY 15-16.

Agency	Fund Type	Project Name	Total Project Cost (in thousands)	Status
Brawley	RSTP	S. Palm Ave. Rehab	\$734	March 4 th submittal
Brawley	CMAQ	Sidewalk Rehab-Variou	\$300	Design in May
Calipatria	CMAQ	S. International Ave. Sidewalk	\$123	ROW in Feb, RFA on 4/8/16
El Centro	RSTP	Ross Ave. Rehab	\$571	Design in March
Holtville	RSTP	Walnut Ave.	\$562	E76 rcvd 1/28/16, went out to bid on 3/22/16
Holtville	CMAQ	Cedar Ave. Sidewalk	\$136	In Design
Imperial County	CMAQ	Various Roads	\$1,102	In Design, Mr. Brunet will follow up with dates
Westmorland	RSTP	N. Center St. Pavement Rehab	\$372	PE RFA submitted

8. General Discussion / New Business

- Mr. Wilcock invited all those agencies interested in brownfield restoration to attend the Back in Business: Resources for Redevelopment and Land Recycling workshop on April 13, 2016 at 1 p.m. at the Fairfield Inn & Suites-Marriott in El Centro.
- Ms. Mendoza reminded everyone that the Caltrans Southern California Local Assistance Management Meeting (SCLAMM) will be held tomorrow, March 24, 2016 at Caltrans District 7.

9. Meeting adjourned at 10:24 a.m. (Brunet/Hamby) The next TAC meeting will be on April 28, 2016.



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SOCIAL SERVICES TRANSPORTATION ADVISORY COUNCIL

MINUTES

March 2, 2016

Present

Voting Attendees:

Heddy McNeer	Consumer
Maria Cordova	ARC – Imperial Valley
Michael L. Hack	Consumer
Alexa Garcia	Work Training Center
Kathi Williams	CTSA – ICTC
David Salgado	CTSA – ICTC

Non-Voting Attendees:

Cristi Lerma	ICTC
Guillermo Gonzalez	ICTC
Anicia Gottwig	Caltrans
Raul Martinez	Imperial County Public Health
Charles Brockwell	IVT/IVT Access/IVT Ride
Cesar Sanchez	IVT/IVT Access/IVT Ride
Narcisa Montemayor	IVT/IVT Access/IVT Ride
Karla Pacheco	IVT/IVT Access/IVT Ride

1. Vice-Chair Hack called the meeting to order at 10:03 a.m. A quorum was present. Introductions were made.
2. Minutes adopted for January 6, 2016. **(McNeer/Garcia) Motion Carried.**
3. CTSA Reports:

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

- Ms. Williams introduced the new Mobility Coordinator Guillermo Gonzalez to the SSTAC. She also stated that Mr. Gonzalez will be ready for public outreach on May 1, 2016.
- IVT Ride – El Centro RFP was released with proposals due on March 11, 2016. A review committee will include City staff, Caltrans and ICTC staff.
- The Med Trans RFP was release with proposals due on March 28, 2016. A review committee will also be formed; however there are no confirmations at this time. The service will expand service to 2 vehicles per day. Expanding service to the Med-Express was a part of the adopted Coordinated Plan. There will also be a proposal for a marketing plan. A new website will be created as well.
- Recently ICTC staff underwent an FTA Triennial Review. The findings were less than previous years, which is a good indication.
- Mr. Salgado stated that there have been community events where IVT uses community service hours to transport seniors, electeds, etc.

- A total of 20 new vehicles were purchased for IVT, IVT Access, IVT Ride and Med Trans.
- The Unmet Transit Needs Hearing was held in February. A total of 5 people presented public comment. The second meeting will be held on March 16, 2016 at the Brawley Council Chambers at 3:30 p.m.

4. Transit Operator Reports:

- El Centro Dial-a-Ride: Updates were given by Ms. Cordova for the month of January
 - o Passengers per hour were 4.5, weekdays were 125, Saturday were 22.4
 - o Wheelchairs: 810 (32.6%)
 - o On Time Performance was 99%
 - o No-shows: 77 and Late Cancellations: 13

- Med-Express: Updates were given by Ms. Cordova for the month of January
 - o Passengers per hour were 3.7
 - o Passengers for the month were 426
 - o Wheelchairs: 25 (5.9%)
 - o On Time Performance was 99%
 - o No-shows: 0 and Late Cancellations: 13

- Imperial Valley Transit: Updates were given by Mr. Sanchez for the month of February
 - o Sunday services: 417 passengers per Sunday
 - o Saturday services: There were an average of 1,288 per Saturday
 - o IVC Express: An average of 33 passengers per trip in the morning and an average of 31 passengers in the evening.
 - o New Routes:
 - Holtville: 20 passengers for the month
 - El Centro to Brawley: 9 passengers for the month
 - Slab City: 5 per Thursday
 - o Bikes: 400/month
 - o Wheelchairs: 29%

- IVT Access: Updates were given by Ms. Pacheco for the month of February
 - o On time performance was 96%
 - o Passenger per revenue hour: 2.44
 - o Average passengers per day: 123
 - o No Shows: 99
 - o Late Cancellations: 13
 - o Wheelchairs: 863
 - o Passenger Count: 2,561
 - o Saturdays: 15 per Saturday
 - o Sundays: 11 per Sunday

- IVT Ride – Updates were given by Ms. Montemayor for the month of February
 - i. City of Brawley
 - o 60 or older or disabled can use this service with an ID card
 - o Passenger per revenue hour: 2.56
 - o On time performance was 99%
 - o Wheelchairs: 151
 - o Passenger Count: 779
 - o 16 No-Shows and 1 Late Cancellations

 - ii. City of Calexico
 - o 60 or older or disabled can use this service with an ID card

- On time performance was 97%
- Passenger per revenue hour: 4.01
- Wheelchairs: 437
- Passenger Count: 2,057; 1,841 weekday; 90 Saturday; 126 Sunday
- 57 No-Shows and 2 Late Cancellations

iii. City of Imperial

- 60 or older or disabled can use this service with an ID card
- On time performance was 98%
- Passenger per revenue hour: 1.86
- Passenger Count: 398; 368 weekday; 30 Saturday
- 2 No-Shows and 0 Late Cancellations

iv. West Shores

- 60 or older or disabled can use this service with an ID card
- On time performance was 100%
- Tuesdays/Thursdays service
- Passenger per revenue hour: .86
- Wheelchairs: 0
- Passenger Count: 43;
- 2 No-Shows and 0 Late Cancellations

5. General Discussion

- Mr. Hack stated that the Peoples First Conference will be on March 5, 2016 at the Palms Resort. The theme is “Royal Prom” with the crowning of a king and queen.

6. Adjournment

- The next meeting of the SSTAC will be on April 6, 2016 at 10:00 a.m.
- Meeting adjourned at 10:26 a.m.

VI. REPORTS

- A. ICTC EXECUTIVE DIRECTOR REPORT
- B. SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS– ATTACHMENTS
- C. CALTRANS - DISTRICT 11 REPORT



1405 N IMPERIAL AVE SUITE 1
EL CENTRO, CA 92243-2875
PHONE: (760) 592-4494
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Memorandum

Date: April 21, 2016
To: ICTC Commission
From: Mark Baza, Executive Director
Re: Executive Director's Report

The following is a summary of the Executive Director's Report for the Commission Meeting on April 27, 2016.

- California HERO Program:** The California Hero Program was launched in April 2014 in Imperial County with ICTC as the administering agency. Attached is a countywide snapshot with statistics of the program. Also attached is a report with a breakdown by local agency and a copy of the program activity report through March 31, 2016.
- ICTC Budget Workshop:** The ICTC Budget Workshop is scheduled for May 25, 2016 at 5 p.m. and will be held at the County Administration building in Conference Room C/D immediately before the Commission meeting. Light refreshments will be available.
- Save the Date - Imperial Valley General Assembly and Economic Summit:** The Imperial Valley General Assembly and Economic Summit will be held on May 18-19, 2016. The General Assembly is scheduled to be held at Club Lohoo in Heber, CA and the Economic Summit is scheduled to be held at one of the other locations in the Imperial Center, also in Heber, CA. Assemblymember Eduardo Garcia is confirmed to be the Keynote Speaker at the General Assembly.
- Active Transportation Program (ATP) Cycle 3 Call-for-Projects 2016:** On March 16, 2016 the California Transportation Commission (CTC) approved the ATP Cycle 3 CTC Guidelines. The call for projects was released on April 15, 2016. Project submittals are due June 15, 2016. Cycle 3 covers fiscal years 2019-20 and 2020-21. Caltrans has posted Local Assistance ATP Program Guidelines which highlight eligible and ineligible project types. There is approximately \$240 million available under cycle three. The ATP program is competitive statewide. A small regional pot of funds will be available at the conclusion of the state scoring process. ICTC and the Southern California Association of Governments (SCAG) may be available to assist with and review of ATP projects or applications prior to submittal. David Salgado, Project Manager.
- Imperial County Regional Safe Routes to School (SRTS) Projects:** ICTC had a productive meeting with the Imperial County Office of Education (ICOE) regarding the Regional SRTS Master Plan. ICOE also requested commission representatives present the plan to the regular meeting of all the county superintendents, which took place on Tuesday April 19, 2016. The city managers and county representatives were invited to the meeting as well to hear any comments from respective superintendents. Those in attendance were all very receptive to submitting projects under the ATP program Cycle 3. ICOE was encouraged to submit small non-infrastructure applications in order to possibly fill gaps under the regional funding call for projects administered by ICTC. David Salgado, Project Manager

6. The following are the FY 2015-16 Congestion Mitigation Air Quality (CMAQ) and Regional Surface Transportation Program (RSTP) list of projects. The table describes the status of projects and their planned request for allocations (RFA). *It is recommended that RFA should be submitted prior to May of the FY.

Agency	Fund Type	Project Name	Total Project Cost (in thousands)	Status
Brawley	RSTP	S. Palm Ave. Rehab	\$734	3/4/16 submittal
Brawley	CMAQ	Sidewalk Rehab-Variou	\$300	Design in May
Calipatria	CMAQ	S. International Ave. Sidewalk	\$123	ROW in Jan
El Centro	RSTP	Ross Ave. Rehab	\$571	Design in March
Holtville	RSTP	Walnut Ave.	\$562	E-76 rcvd 1/28/16
Holtville	CMAQ	Cedar Ave. Sidewalk	\$136	In Design
Imperial County	CMAQ	Various Roads	\$1,102	In Design
Westmorland	RSTP	N. Center St. Pavement Rehab	\$372	PE RFA submitted 2/25/16

7. **Imperial–Mexicali Binational Alliance (IMBA):** The previous IMBA meeting was held on March 10, 2016 in Imperial County. Presentations were made by US Consulate General Jason Vorderstrasse regarding High Level Economic Dialogue and by IID Director Benson regarding Water and Energy. The next meeting will be on May 19, 2016 at Imperial Valley College. Virginia Mendoza, Project Manager
8. **Federal Triennial Review:** Every three years, the Federal Transit Administration (FTA) conducts an intensive review of practices and procedures to determine compliance with twenty-one (21) areas for the continued use of federal transit grant funding. The FTA review team visited ICTC on February 9th and 10th, 2016. The FTA review team visited transfer terminals and the bus operations yard, and talked with staff from ICTC, Brawley, Imperial and El Centro and Imperial Valley Transit (IVT). The final draft report is anticipated within 30 days. The review was comprehensive and positive feedback was received on meeting many of the programmatic requirements, with minor direction for improvements.
9. **Funding for Phase II of the Calexico West Port of Entry Project in the President’s FY17 Budget – Press Release (Summary):** “(February 9, 2016) – Rep. Juan Vargas (CA-51) announced the inclusion of \$248 million for the Calexico West Land Port of Entry (LPOE) reconfiguration and expansion project in the Fiscal Year (FY) 2017 budget released today. If approved, the funding would be sufficient to complete the project.” As previously noted, Congress authorized \$98 million for Phase 1. The U.S. General Services Administration (GSA) began construction for Phase 1 in December 2015 with completion scheduled for January 2018.
10. **State Route 86 (Northbound) Border Patrol Checkpoint:** ICTC has initiated discussions with management and staff with Customs and Border Protections (CBP) Border Patrol regarding the potential to add a second inspection lane at this very busy checkpoint. Coordination efforts will follow with Border Patrol, Caltrans and the region to determine feasibility, costs and funding of required improvements within Caltrans right-of-way.
11. **ICTC High Desert Pathways to Commercialization Project:** The joint grant funded transit vehicle procurement project with Antelope Valley Transit Authority (AVTA) under the Air Resources Board Zero Emission Bus and Truck Commercialization Project was not selected for funding under the program. The proposal would have funded the purchase of 6 electric buses to be used on the IVT intracity circulator bus routes. ICTC will continue to explore ways to fund zero-emission or electric bus technologies in the future. The State of California is moving towards requiring all public transit fleets be zero-emission vehicles in order to meet the future emission reduction target goals for the state. David Salgado, Project Manager.
12. **Imperial County Transportation Commission Unmet Transit Needs (UTN) Hearing:** The annual Unmet Transit Needs (UTN) hearing was held on Thursday, February 11, 2016 at 3:30pm. The Second UTN meeting to present alternatives and possible recommendations was held on March 16, 2016 at 3:30 p.m. Both meetings were held at the City of Brawley Council Chambers located at 383 Main Street in the

City of Brawley. Free bus transportation to the meetings was provided from the 7th and State St. Transit Transfer Terminal in the City of El Centro. The results of the ICTC UTN process will be submitted for approval at the April 27, 2016 ICTC meeting. David Salgado, Project Manager

13. **Calexico East Commercial Vehicle Port of Entry Expansion Project:** ICTC submitted the Calexico East Commercial Vehicle Port of Entry Expansion Project under the California Sustainable Freight Action Plan: Pilot Project Ideas. The project is a proposed public-private partnership for the construction costs of the freight elements of the Calexico East Expansion that include: bridge expansion, commercial vehicle primary inspection booths and road construction totaling \$30 million. The California Environmental Protection Agency Air Resources Board has reviewed the project ideas submitted and presented pilot project concepts at the Sustainable Freight Action Plan workshop held on February 1, 2016. The concepts presented in the workshop included “Advanced Technology Truck Fast Lane (Border)”. Additionally in December 2015, Safer Community Foundation, Inc. in partnership with the County of Imperial and ICTC submitted the expansion proposal to Customs and Border Protection through their “559 Donation Authority.” In addition to the Sustainable Freight Action Plan submittal, ICTC also submitted a FASTLane grant application on April 14, 2016 and plans to submit the same application to the 2016 TIGER program due on April 29, 2016.
14. **IVT RIDE Update:** The IVT Ride El Centro Service Area competitive bid process has been completed. The review panel completed its review of the single response to the RFP. The proposal and contract have been reviewed and approved by Caltrans as well. The selected firm and operations contract will be presented for approval at the April 27, 2016 ICTC regular Commission meeting. David Salgado, Project Manager
15. **IVT MedTrans Update:** The IVT MedTrans competitive bid process has been completed. The review panel completed its review of the single response to the RFP. The proposal and contract are pending review by Caltrans. The selected firm and operations contract are to be presented for approval at the April 27, 2016 ICTC regular Commission Meeting. David Salgado, Project Manager
16. **Transit Vehicle Procurement Update:** ICTC has received all 6 new cutaway vehicles to be operated on the smaller IVT fixed route services such as Holtville and Seeley. Currently the bus vehicle vendor is completing an order for 20 more vehicles. 11 of those vehicles will replace the IVT ACCESS paratransit service vehicles. Another 4 cutaway buses will be utilized on the IVT Medtrans service to begin July 1, 2016. Those vehicles listed previously are scheduled for delivery by mid-May 2016. Another 5 vehicles have been procured for the IVT RIDE contract El Centro operating service area. Those vehicles are “low-floor” cutaway vehicles which take longer to produce. The receipt of the vehicles should take place over the coming months with project completion scheduled for August 2016. Delivery schedules for vehicles will not affect any service operations or start-ups.
17. **Regional Mobility Hubs Strategy for Imperial and San Diego:** This project funded by Caltrans will develop a Regional Mobility Hubs Implementation Plan for San Diego County and Imperial Valley. This project will be led by SANDAG in collaboration with ICTC. The focus of the plan will be to develop recommended improvements, conceptual designs, and implementation strategies for different mobility hub station place types for both regions. Consultant work is underway with preparation for a full range of stakeholder outreach. Virginia Mendoza, Project Manager

Mobility hubs provide an integrated suite of transportation services, supporting amenities, and urban design enhancements that reduce the need for single occupant vehicle trips by increasing first mile/last mile access to high-frequency transit stations. Mobility hubs are places of connectivity where different modes of transportation - walking, biking, ridesharing, and public transit – come together seamlessly at concentrations of employment, housing, shopping, and/or recreation. Hub features can include: bikeshare, carshare, neighborhood electric vehicles, bike parking, dynamic parking management strategies, real-time traveler information, real-time ridesharing, demand based shuttle or jitney services, bicycle and pedestrian facility improvements, wayfinding, urban design enhancements, and supporting systems like mobile applications, electric vehicle charging, smart intersections, and a universal payment system to make it easy to access a wide range of travel.

Mobility hubs can help maximize the capital investment in transit services and support the emphasis on smart growth and transit-oriented development. The project and Consultant team hosted an agency workshop in Imperial County on December 2, 2015. The meeting covered the study purpose, roundtable discussion of criteria for locating mobility hubs, amenity priorities, and what are potential locations. The Consultant team is planning a public outreach event in the first or second quarter of 2016.

18. **The San Diego State University / Imperial Valley College Transit Shuttle Analysis:** The Transit Shuttle Analysis will assess the feasibility of an inter-college shuttle service in Imperial County. ICTC and SCAG staffs worked together with Imperial Valley College and San Diego State University staff to complete the consultant selection process. SCAG staff completed the contract agreement with the selected consultant AECOM. Student surveys and campus workshops at SDSU-Calexico and IVC were held on Wednesday, November 18, 2015 and Thursday, November 19, 2015. The existing conditions analysis has been completed. The 3rd Technical Advisory Committee (TAC) meeting was held on April 19, 2016 at the ICTC office to discuss the draft route alternatives and next steps. In addition to the TAC meeting on April 19th, the consultant team conducted the 2nd round of outreach at SDSU-Calexico, IVC and SDSU-Brawley campuses to obtain input from the student body regarding the proposed route alternatives. Virginia Mendoza, Project Manager
19. **Community of Niland Bus Stop Bench and Shelter Request:** The ICTC submitted a formal request to the California Department of Transportation (Caltrans) District 11 requesting their assistance in identifying a location for a bus stop bench and shelter in the Community of Niland along State Route 111 (SR-111). Caltrans and ICTC are finalizing a preferred location and any improvements necessary for installation of the bench and shelter.
20. **FALL 2015 SCAG “GO HUMAN” Campaign:** As a part of the SCAG Active Transportation Safety and Encouragement Campaign community outreach and advertising will kick off Fall 2015. SCAG is launching the “GO HUMAN” campaign with the goals of reducing traffic collisions in Southern California and encouraging the public to walk and bike more. The City of El Centro held its Tour de 8th Street on the 26th on March. The event highlighted future planned pedestrian and bicycle improvements along 8th Street in El Centro. The improvements were temporary demonstration projects for bicycle and pedestrian improvements facilitated by SCAG’s Active Transportation program consultant team. Those interested in participating in the “GO HUMAN” campaign please contact: Julia Lippe-Klein at lippe-klein@scag.ca.gov.
21. **California-Baja California Binational Region:** A Fresh Look at Impacts of Border Delays: Building upon previous Caltrans, SANDAG, and ICTC studies, this project will refine the economic models developed to assess economic impacts of delays at the land ports of entry (POEs) between the San Diego and Imperial Counties region and Baja California, Mexico, on the border region economies. It will also estimate greenhouse gas (GHG) emissions of passenger and commercial vehicles due to northbound and southbound border delays at the six California POEs, and propose strategies to reduce GHG emissions at the border region. Lastly, extensive outreach to government agencies, local border communities, and private sector stakeholders will be conducted. Extensive data collection and modeling work has been conducted on these areas by ICTC, SANDAG and other agencies, this project will build upon that work.

The critical economic link between San Diego and Imperial Counties, and Baja California border region has local, regional, statewide, and national importance in both the U.S. and Mexico, and as such, the economic impacts of delays at the border have been shown to be significant. Additionally, the GHG emissions impacts of these delays to border communities are unknown. This study will primarily address these two concerns. The project will be funding is provided by Caltrans, SANDAG, and in-kind contributions from ICTC.

22. **California's Road Use Charge Pilot:** In 2014, Legislature passed Senate Bill 1077 (SB 1077) directing California to conduct a pilot program to study the feasibility of a road charge as a replacement for the gas tax to pay for road maintenance and repairs. A 15-member technical advisory committee (TAC), composed of representatives from diverse interests, is now working to study the potential for a road charge and outline the parameters of the pilot program. The TAC will craft the parameters of the road charge pilot program by

the end of 2015. Beginning no later than January 1, 2017, thousands of California drivers will make history by volunteering to participate in the road charge pilot program to test new approaches. The pilot program will be implemented by the California State Transportation Agency. The outcomes of the road charge pilot program will be reported back to the TAC, the California Transportation Commission (CTC), and the Legislature no later than June 30, 2018. The CTC will provide recommendations on the pilot program to the Legislature in December 2018. The Legislature will then decide whether and how to enact a full-scale permanent road charge program.

23. Meetings attended on behalf of ICTC:

- March 29-April 1, 2016 – CALCOG Leadership Forum in Monterey, CA
- March 29-31, 2016 – CalAct Spring Conference in La Jolla, CA (attended by ICTC staff)
- April 7, 2016 – SCAG Regional Council Meeting in Los Angeles
- April 14, 2016 – I-8 Update/CRCP Pavement Rehab Second Groundbreaking by Caltrans in Winterhaven
- April 14, 2016 – League of CA Cities - Imperial County Division Meeting in Brawley
- April 15, 2016 – County Transportation Commission CEOs'/SCAG Meeting in Los Angeles
- April 19, 2016 – California Council of Governments (CalCOG) CDAC Meeting in Sacramento
- April 22, 2016 – SANDAG Border's Committee in San Diego
- April 26, 2016 – Self Help Counties Coalition (SHCC) Meeting in Sacramento

164 Homes Improved

04/14/2014

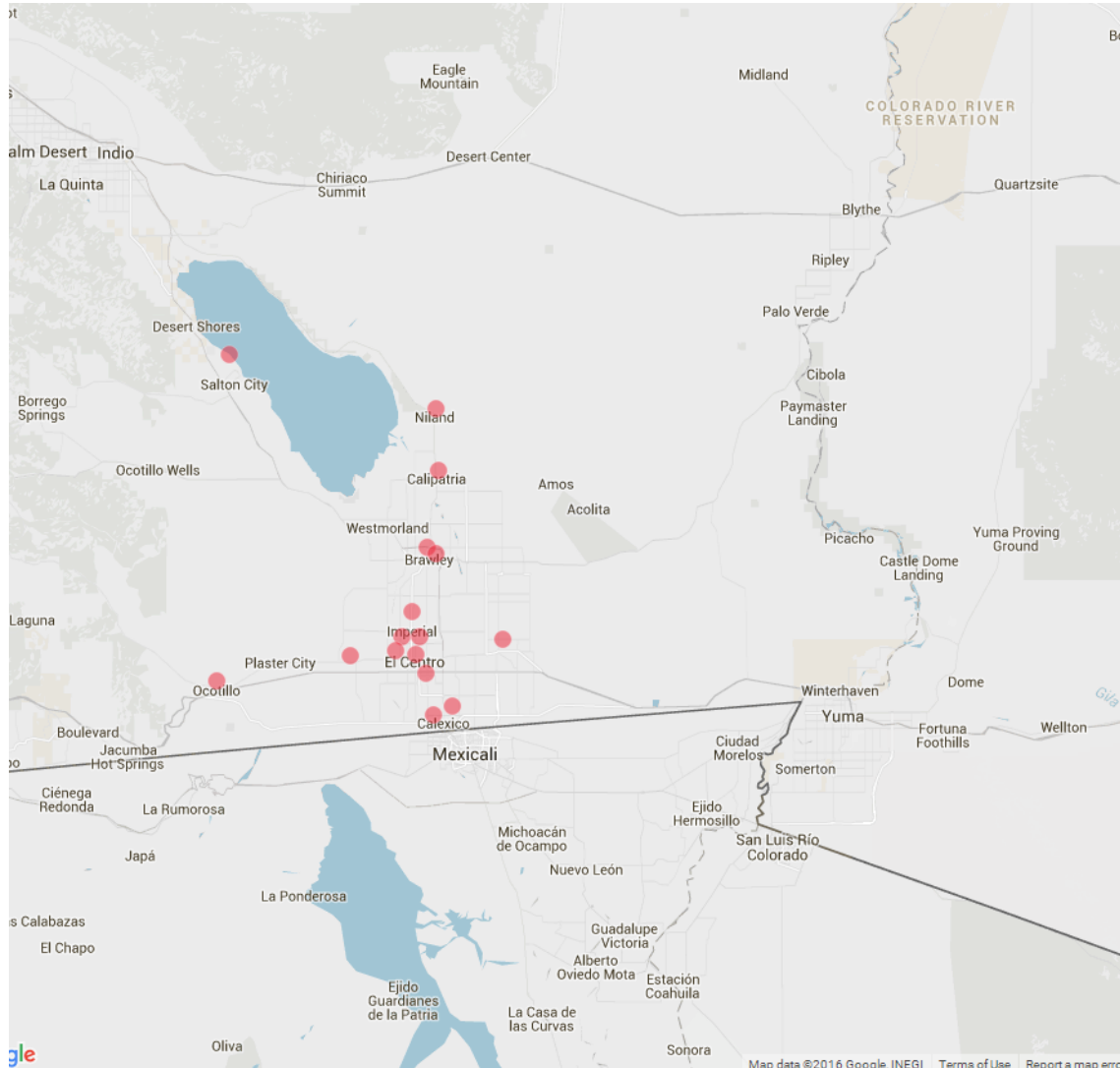
HERO Launch Date

38,339

Housing Count

01/01/2011 - 04/11/2016

Report Range



Improvements

Type	Total Installed	Bill Savings
Energy	161	\$3.92M
Solar	57	\$2.55M
Water	6	\$88.7K

Lifetime Impact

Applications Submitted	754
Applications Approved	462
Funded Amount	\$2.30M
Economic Stimulus	\$3.98M
Jobs Created	20
Energy Saved	28.9M kWh
Emissions Reduced	7,625 tons
Water Saved	8.88M gal

Learn how these numbers are calculated at <https://www.herogov.com/faq>

Name	Muni	Launch Date	# Property's	Applications Submitted	Applications Approved	Total (\$) Approved	Approved Projects	Approved Projects Amount (\$)
ICTC		4/14/2014	38,339	754	462	\$13,008,408	256	\$3,971,060
Brawley	Imperial	4/14/2014	5,588	129	81	\$1,975,230	43	\$667,153
Calexico	Imperial	3/24/2015	7,373	214	122	\$3,735,979	64	\$878,852
Calipatria	Imperial	3/24/2015	757	6	2	\$47,945	2	\$28,135
El Centro	Imperial	5/23/2014	9,250	204	129	\$3,480,000	67	\$1,060,224
Holtville	Imperial	3/24/2015	1,248	21	15	\$362,355	11	\$134,720
Imperial	Imperial	6/10/2015	4,618	86	61	\$1,845,324	39	\$708,362
County of Imperial	Imperial	11/14/2014	9,505	94	52	\$1,561,575	30	\$493,613

Report Date

4/11/2016

Report Range

1/1/2011 - 4/11/2016

Completed Projects	Completed Projects Amount (\$)	Funded Projects	Funded Projects Amount (\$)	Annual Energy Savings (\$)	Lifetime Energy Savings (\$)	Annual Energy Savings (kWh)	Lifetime Energy Savings (kWh)
166	\$2,298,988	166	\$2,298,988	\$215,422	\$6,471,410	1,782,369	28,901,289
28	\$425,377	28	\$425,377	\$36,717	\$1,162,029	285,729	4,757,571
41	\$470,079	41	\$470,079	\$51,844	\$1,414,176	470,688	7,322,025
1	\$6,022	1	\$6,022	\$1,147	\$27,357	11,848	177,726
50	\$711,888	50	\$711,888	\$62,909	\$1,963,729	495,588	8,177,757
5	\$50,459	5	\$50,459	\$6,182	\$172,159	56,553	894,098
26	\$393,276	26	\$393,276	\$37,616	\$1,162,925	295,686	4,833,649
15	\$241,888	15	\$241,888	\$19,008	\$569,034	166,276	2,738,464

Annual Water Savings (gal)	Lifetime Water Savings (gal)	Annual Water Bill Savings (\$)	Lifetime Water Bill Savings (\$)	Annual Emission Reductions (ton)	Lifetime Emission Reductions (ton)	Economic Impact (\$)
538,450	8,877,000	\$2,423	\$88,660	463	7,625	\$3,981,636
0	0	\$0	\$0	76	1,283	\$736,713
0	0	\$0	\$0	119	1,867	\$814,134
0	0	\$0	\$0	3	43	\$10,430
106,150	1,628,000	\$478	\$15,637	131	2,197	\$1,232,924
0	0	\$0	\$0	14	227	\$87,390
432,300	7,249,000	\$1,945	\$73,024	78	1,301	\$681,118
0	0	\$0	\$0	42	707	\$418,928

Renewable Generation (kWh)	Therms Saved (therm)	kWh Saved	Jobs Created	kW Installed	Products Installed	Homes Improved	Energy Efficient Products Installed
292,009	32,492	1,076,984	20	178	224	164	161
48,667	4,807	181,597	4	30	42	28	33
46,235	9,508	259,689	4	28	50	41	38
0	268	3,981	0	0	1	1	1
104,929	8,481	331,282	6	64	66	49	44
0	1,151	22,815	0	0	7	5	7
73,591	5,045	186,669	3	45	36	25	20
18,587	3,231	90,952	2	11	22	15	18

Energy Efficient Improvements Amount(\$)	Solar Products Installed	Solar Improvements Amount (\$)	Water Products Installed	Water Improvements Amount (\$)	Contractor Count
\$1,448,719	57	\$772,681	6	\$77,588	38
\$308,017	9	\$117,360	0	\$0	2
\$332,378	12	\$137,701	0	\$0	5
\$6,022	0	\$0	0	\$0	0
\$387,439	20	\$301,117	2	\$23,332	15
\$50,459	0	\$0	0	\$0	2
\$175,337	12	\$163,682	4	\$54,256	7
\$189,068	4	\$52,821	0	\$0	7



California HERO Activity Report
Imperial County Transportation Commission
 Launch Date through March 31, 2016

Program Activity through March 31, 2016

Member	Launch Date	Eligible Housing Units *	Total Applications Received	Applications Approved	Approved Amount	Funded Projects	Funded Amount	Jobs Created***	Type of Projects					
									Energy	Water	Renewable	Solar kW Installed	Annual kWh Saved	Annual CO2 Reduced (Tons)
Brawley	5/23/2014	5,588	126	79	\$1,934,964	26	\$372,091	3	33	0	4	14	260,115	67
Calexico	3/24/2015	7,373	203	110	\$3,405,939	38	\$417,623	4	38	0	8	19	455,747	114
Calipatria	3/24/2015	757	5	2	\$47,945	1	\$6,022	0	1	0	0	0	11,848	3
El Centro	5/23/2014	9,250	198	124	\$3,311,367	46	\$641,785	5	42	2	16	49	446,704	117
Holtville	3/24/2015	1,248	17	12	\$297,173	4	\$44,480	0	6	0	0	0	44,705	11
Imperial	6/10/2015	4,618	85	60	\$1,817,090	23	\$330,390	3	19	4	8	32	262,066	68
Westmorland		596							Has not adopted Resolution of Participation					
Imperial County	11/14/2014	9,504	91	48	\$1,461,369	15	\$241,888	2	18	0	4	11	166,276	42
Total		38,934	725	435	\$ 12,275,847	153	\$ 2,054,280	17.53	157	6	40	125	1,647,462	423

** Participation rate based off of funded projects

*** 1 job for every \$117,000 invested.



2016 REGIONAL CONFERENCE & GENERAL ASSEMBLY

**POWER OF THE PAST,
FORCE OF THE FUTURE**

PROGRAM

THURSDAY, MAY 5

8:00 A.M.	NETWORKING & CONTINENTAL BREAKFAST	FLORES FOYER
9:15 A.M.	REGIONAL COUNCIL MEETING	FLORES BALLROOM
10:30 A.M.	WELCOME & OPENING REMARKS	FLORES BALLROOM
11:00 A.M.	GENERAL ASSEMBLY MEETING	FLORES BALLROOM
12:15 P.M.	SUSTAINABILITY AWARDS LUNCHEON.....	FIESTA 7-14
2:00 P.M.	BREAKOUT SESSIONS 1.....	FLORES 1-8
3:15 P.M.	BREAK & NETWORKING.....	FLORES FOYER
3:30 P.M.	BREAKOUT SESSIONS 2	FLORES 1-8
5:00 P.M.	SPONSORS' RECEPTION	FLORES FOYER
6:00 P.M.	DINNER	FIESTA BALLROOM

FRIDAY, MAY 6

8:30 A.M.	BREAKFAST AND STUDENT POSTER BOARD SESSION	FLORES FOYER
9:00 A.M.	WELCOME	FLORES BALLROOM
9:30 A.M.	PLENARY SESSIONS	FLORES BALLROOM
11:30 A.M.	CONFERENCE WRAP-UP	

La Quinta Resort & Club
49-499 Eisenhower Drive
La Quinta, CA 92253

MAY 5-6

scag.ca.gov/ga2016

BREAKOUT SESSIONS

THURSDAY, MAY 5

2:00 P.M. – 3:15 P.M.

Monetizing Waste

Formerly a throw-away society, Southern California now considers recycling mainstream. Solar-powered containers have become commonplace, and cities like Glendale, Los Angeles and Santa Monica all have “zero waste” plans. Experts have begun to rethink how cities and companies can turn waste into a resource and “trash” into an economic opportunity. As circular economy objectives have come to the forefront of the contemporary waste management agenda, there is an increasing emphasis on looking at the waste stream as a resource. Technology leaders are helping cities and companies leverage data to ultimately improve operational performance in the waste management sector and other ideas are starting to emerge from the “Internet of Things” technology now being applied to waste. Are other technologies on the horizon that can help cities turn trash into cash? Join this panel to explore the new face of recycling and reuse that makes green sense in terms of sustainability and the economy.

Beyond The Sharing Economy – What’s mine is yours... for hire

Recent years have seen the emergence of businesses that enable consumers to share certain goods and services in innovative ways. Whether it’s cars for hire, bike sharing, or vacation rentals, innovative companies are empowering entrepreneurs to turn homes, bikes and automobiles into profit-making tools. Dubbed the “sharing economy,” this new form of commerce is rapidly redefining our way of life. But is this phenomenon just a passing fad or is it here to stay? Many experts say, the sharing economy may sound good on paper but in actual use, not so much. What does consumer behavior tell us about the reality of the shared economy? Is capitalism as we know it in trouble? What’s really driving these purchasing decisions and what impact is technology playing in the 21st century marketplace? Learn from this panel of experts who will answer these questions and show us that sharing is faring well for entrepreneurs and consumers!

Trending to Transformation: The Future Won’t Wait

The “Silver Tsunami” is upon us. Every month, more than a quarter-million Americans turn 65 and about 10,000 of them retire each day. Baby boomers are rapidly transitioning to the “Go-Go” phase, leaving the work force and productivity in the hands of the Millennials. As baby boomers move on, they also move forward, looking for smaller homes, walkable neighborhoods, and proximity to family and friends. But, while boomers are moving on, more Millennials are staying put. Record numbers are staying home longer, buying fewer cars, and incurring less debt. Could this be the perfect storm for the shared economy, lower greenhouse gas emissions, and a healthier workforce? These changes, coupled with technology advances, are shaping how we live, work and play. Even our communities are being constructed differently to respond to the demands of the 21st century lifestyle. Join our panel to see how Southern California is being transformed and impacted by these dynamic shifts in population.

3:30 P.M. – 4:45 P.M.

Disaster Resilient

Southern California’s geography is diverse, dynamic, and highly susceptible to disaster. With seasonal reliability, droughts, wild fires, and mudslides prove that our region has many vulnerabilities that can greatly disrupt our way of life. Add to that our state’s complex natural environment and extensive human activities, making us more vulnerable to climate change and at odds with what to do about it. Are the cities and counties in our region equipped with the latest technology to protect against natural disasters or sudden shifts in climate? How can cell phones, social media, and other digital devices be used to prevent catastrophes and even help save lives? As many communities grow older and resources become scarcer, what will these communities do when disaster strikes? In this panel, learn innovative solutions that can protect our region from these risks, improve the resilience of structures and communities, promote public health, and enhance our region’s preparedness for future generations.

Innovator Power Hour

In a departure from the other breakout panels, this session will feature short presentations on forward-thinking concepts and relevant projects that hope to inform and inspire. Speakers will provide an overview of cutting-edge solutions to current real-world problems as well as those yet to materialize.

Southern California: Affordable & Livable

Affordability in Southern California has become an increasingly elusive goal. While we have recovered the jobs lost during the Great Recession, stagnant wages and sky-high home prices are impacting what people can buy and where they live and work. California’s long-term economic growth relies in our ability to stabilize the region’s jobs-housing balance. What can be done to increase the region’s housing stock, close to jobs and transit, and make housing in California more affordable? How can we attract and grow jobs that will provide livable wages for residents? This panel will explore modern housing and transportation strategies that will advance the region’s economy and relieve rising cost-of-living pressures.

PLENARY SESSIONS

FRIDAY, MAY 6

9:30 A.M. – 11:30 A.M.

California's Policy Priorities—A Question of Resource Allocation

As Governor Brown calls for significant increases for education, health care, the environment and infrastructure spending in the state's 2016-17, \$3.3 billion budget proposal, other priorities also compete for scarce resources. Southern California's policy makers remain focused on Cap and Trade, CEQA reform, transportation funding and job growth. In terms of job growth, the Inland Empire is showing positive and encouraging results, but still more must be done to bring high-paying jobs to the region. Southern California as a whole continues to lag behind Northern California in economic recovery, and law makers still wrestle with the right mix of industries, land use, regulatory controls and an increasingly diverse population. Don't miss this panel as leading policy makers discuss the state's top issues including affordable housing, Cap and Trade, CEQA reform and transportation funding.

What is Driving the Future?

Driverless cars, lane centering systems, adaptive cruise control, mobile applications, and other innovations are becoming an ever-closer reality. US Secretary of Transportation Anthony Foxx is on record saying he expects driverless cars to be in use all over the world within the next 10 years. Meanwhile, the Obama administration is proposing to spend nearly \$4 billion in a decade to accelerate the acceptance of driverless cars on U.S. roads and to curb traffic fatalities and travel delays.

Clearly, the technologies are being readied, but are consumers ready to let go the wheel? Driverless cars have yet to hit the road, but already they're steeped in controversy. Who makes life or death decisions that normally are left to the car's driver? Who decides if there's room to make a lane change when traffic is going faster than legal speed limits? As new technologies rapidly emerge, so too does our desire to know how these innovations will impact our transportation system and everyday lives. This session will explore the types of transportation technologies that are emerging and their impact on our communities and our lives. Come join us and peer into your future.



SOUTHERN CALIFORNIA
ASSOCIATION of
GOVERNMENTS

2016 REGIONAL CONFERENCE & GENERAL ASSEMBLY

POWER OF THE PAST,
FORCE OF THE FUTURE

SAVE THE DATE

27TH ANNUAL
DEMOGRAPHIC WORKSHOP

THE CONTINUED RISE OF THE **MILLENNIALS?**



MONDAY, JUNE 13, 2016

8:00a.m. - 3:00p.m.

California Science Center

Loker Conference Center
700 Exposition Park Drive
Los Angeles, CA 90037

Presented by

**USC
Price**
Sol Price School
of Public Policy



www.scag.ca.gov/demographics

JOIN US FOR THE 27TH ANNUAL DEMOGRAPHIC WORKSHOP

The Southern California Association of Governments and the University of Southern California Sol Price School of Public Policy are pleased to invite you to the 27th Annual Demographic Workshop at the California Science Center on Monday, June 13, 2016. This year's program, "The Continued Rise of the Millennials?" provides new insights and research on this important demographic group and what that means for the region's future, including housing, employment and services. The program will include guest speakers and panels related to this topic and will be attended by over 150 thought leaders, business representatives and city officials.

MONDAY, JUNE 13, 2016 // 8a.m. – 3p.m.

Continental breakfast served at 7:30am.

Register online at www.scag.ca.gov/demographics

Early bird registration (ends May 31): \$75/person

Registration (after May 31): \$100/person

Student registration: \$50/person

Continental breakfast and lunch included

For more information, contact John Cho
(213) 236-1847 or choj@scag.ca.gov

7 hours of CM credit is available for this event

www.scag.ca.gov/demographics

Legislation and Policy Affecting Our Region
April 7, 2016

RC Report

HIGHLIGHTS FROM THE REGIONAL COUNCIL MEETING



ACTION – RC VOTES TO ADOPT PROPOSED FINAL 2016 RTP/SCS AND PROPOSED FINAL PEIR

The Regional Council voted today to approve and adopt the 2016-2040 Regional Transportation Plan/Sustainable Communities Strategy (2016 RTP/SCS). The Regional Council also voted to certify the Plan's Program Environmental Impact Report (PEIR).

Today's meeting concludes more than three years of policy discussions at the board and Policy Committee level, extensive coordination with SCAG's local jurisdictions, County Transportation Commissions (CTCs) and other partner agencies, as well as significant public outreach.

The approved plan identifies \$556.5 billion in regional investments that will advance mobility, sustainability, and economic competitiveness for Southern California's future. The plan's transportation projects will boost the local economy through hundreds of thousands of new jobs annually and the plan's land use strategies would also provide residents with more mobility options by encouraging growth near high quality transit.

"This plan provides the framework for how we as a region are going to accommodate 4 million additional people over the next 25 years," said SCAG President Cheryl Viegas-Walker.

Viegas-Walker called the approval of the 2016 RTP/SCS "a

NEWS FROM THE EXECUTIVE DIRECTOR

GUEST SPEAKERS ADDED FOR REGIONAL CONFERENCE & GENERAL ASSEMBLY

Register today for SCAG's upcoming Regional Conference and General Assembly, happening May 5-6 at the La Quinta Resort & Club. Guest speakers just announced include Dan Walters, prolific political journalist and mainstay at the Sacramento Bee, and Steve Swatt, veteran political analyst and author of the award-winning book *Game Changers: Twelve Elections that Transformed California*. This year's conference sessions include panels "Monetizing Waste," "Beyond the Sharing Economy—What's Mine is Yours...For Hire," "What is Driving the Future," and "Southern California: Affordable & Livable—Can Gentrification Help?" The conference is free for elected officials and city managers in the SCAG region. The early bird registration rate of \$250 has been extended to April 13—take advantage of the discount while it lasts and register today. April 13 is also the last day to secure a room at the La Quinta Resort & Club at the special conference rate. Stay tuned for announcements about panelists, the Sustainability Awards and more, coming soon. For more information about the program, you can view a [PDF of the full conference agenda](#).

SCAG-SCLC DELEGATION VISITS SACRAMENTO TO ELEVATE REGIONAL ISSUES

On March 16 and 17, SCAG and the Southern California Leadership Council led a delegation of local leaders to meet with state legislators on regional priorities most impactful to Southern California. Nearly 20 elected officials from the Regional Council met with over a dozen members of the legislature to discuss issues including fixing California's structural funding deficit; efforts to modernize CEQA; and support of AB 2170, SCAG's bill to allocate new federal freight funds into the successful Trade Corridor Improvement Fund to accelerate project delivery in California's most congested trade corridors. SCAG also hosted an evening reception attended by newly elected Assembly Speaker Anthony Rendon and other legislative leaders to address these priorities and encourage state lawmakers to consider the region's funding needs for developing local projects necessary to prepare for the State High-Speed Rail's Southern California segments. For more information on what was shared with state legislators, [download the information packet here](#).

SCAG PRESIDENT TESTIFIES BEFORE

historic step forward for our region.” She thanked the many stakeholders who provided public comments and the elected leadership for their commitment to the region and to the Plan development process.

“This is an important update we do every four years,” said Hasan Ikhata, SCAG’s Executive Director. “It’s so critical to pass to future generations a blueprint for future development – one that will help ensure that the most basic yet vital needs will be met, while also thinking about how we can continue to grow sustainably with respect to our environment and air quality as well as our infrastructure investments.”

What’s Next

SCAG thanks the many stakeholders and partners that helped contribute to the Final 2016 RTP/SCS. SCAG will submit the Final 2016 RTP/SCS and associated Final 2016 RTP/SCS PEIR to the Federal Highway Administration, Federal Transit Administration, California Air Resources Board and other reviewing agencies, with the expectation of receiving certification by early June.

CALIFORNIA ASSEMBLY TRANSPORTATION COMMITTEE

On Monday, April 4, President Cheryl Viegas-Walker testified before the Assembly Transportation Committee in support of Assembly Bill 2170, which would deposit new money from the federal government into a successful program that invests in freight infrastructure. “California must continue to invest in its trade corridor infrastructure,” Viegas-Walker told the committee. “More than \$70 billion in significant projects have been identified in six counties in Southern California alone. Freight infrastructure is the lifeblood of our state’s economy, and we have underfunded it for too long.” Goods movement is particularly significant for Southern California, which is home to the largest container port complex in the United States – the San Pedro Bay Ports – and several international ports of entry along the Mexico border. Directly or indirectly, goods movement represents one-third of all jobs and economic activity in the six-county SCAG region.

UPDATE ON STATE HIGH-SPEED RAIL DRAFT BUSINESS PLAN

On Friday, March 25, the region’s county transportation CEOs and SCAG Executive Director Hasan Ikhata met with California High Speed Rail Authority Board Chairman Dan Richard, Authority CEO Jeff Morales and Secretary Brian Kelly of the California State Transportation Agency (CalSTA) to express Southern California’s collective disappointment and concern about the lack of progress in delivering the commitments identified in the Southern California Memorandum of Understanding (MOU). On Monday, March 28, Ikhata testified at the Assembly Transportation Committee hearing to emphasize that the MOU commitments must be funded by Prop. 1A and dedicated high-speed rail Cap-and-Trade funds. Moving forward, SCAG will continue to work with the County Transportation Commissions, the Authority and CalSTA to identify an immediate action plan to advance the MOU projects. SCAG will further request, through comments on the Draft 2016 Business Plan, that this action plan be incorporated into the Final 2016 Business Plan.



50 SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS

2016 REGIONAL CONFERENCE & GENERAL ASSEMBLY

POWER OF THE PAST, FORCE OF THE FUTURE

MAY 5-6
scag.ca.gov/ga2016



UPCOMING MEETINGS

April

19th Legislative/Communications & Membership Committee

21st Technical Working Group

26th Transportation Conformity Working Group

May

5th-6th SCAG 2016 Regional Conference & General Assembly

10th Audit Committee

17th Legislative/Communications & Membership Committee

19th Technical Working Group

24th Transportation Conformity Working Group

25th Modeling Task Force

30th Memorial Day Holiday-SCAG Offices Are Closed

SCAG MAIN OFFICE

818 West 7th Street, 12th Floor, Los Angeles, CA 90017
(213) 236-1800 | www.scag.ca.gov

COUNTY REGIONAL OFFICES

Imperial | Orange | Riverside | San Bernardino | Ventura

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ACTIVE TRANSPORTATION LEADERSHIP SYMPOSIUM



Wednesday, May 4, 2016 | 11:30 am – 3:00 pm
La Quinta Resort & Club, 49-499 Eisenhower Drive, La Quinta, CA 92253



ACTIVE TRANSPORTATION LEADERSHIP SYMPOSIUM

Wednesday, May 4, 2016 | 11:30 am – 3:00 pm

La Quinta Resort & Club, 49-499 Eisenhower Drive, La Quinta, CA 92253

As part of the *Go Human* Campaign, the Southern California Association of Governments (SCAG) is hosting an Active Transportation Leadership Symposium for elected officials interested in promoting safety and encouraging walking and biking in the region. Participants will be given a toolkit of resources to understand the policy environment, build support for walking and biking projects, identify funding sources and learn about other local projects. Included in the symposium is a facilitated site visit to a SCAG-funded demonstration project in Palm Desert showcasing the city's vision for more walking and biking infrastructure along the San Pablo Avenue commercial corridor.

We welcome all elected officials in Southern California who want to learn how to create strategic active transportation investments in their communities. If your municipality anticipates receiving Active Transportation Program Funding, this symposium may be of particular interest to you.



Space is limited and lunch will be provided. Please RSVP by April 20 with Alek Bartrosouf at (213) 236-1884 or bartrosouf@scag.ca.gov.



Date: April 22, 2016
To: ICTC Commissioners
From: Laurie Berman, Caltrans District 11, District Director
Re: **District Director's Report**

The following is the California Department of Transportation, District 11 report for the Imperial County Transportation Commission (ICTC) meeting of April 27, 2016:

1. Project Updates:

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

2. Traffic Operations:

SR-78/Hovley Road, Brawley

The SR-78/Hovley Road Traffic Signal Project is completed and the signal was activated on April 19. Message boards were placed on the roadway two weeks ahead of activation to prepare motorists for the change and will remain in place another week.

Although construction work took longer than anticipated, we now have a fully functioning signal along with vehicle detection loop sensors and "Signal Ahead" flashing beacons and pavement markings.

SR-98 Paving Operations, Calexico

On April 8, Caltrans conducted a paving job with enhanced traffic control on SR-98 from Ollie Avenue to SR-111 in Calexico. The enhanced traffic control assists in creating a safer environment for workers and reduces traffic collisions in work zones. Travelers on this route will experience a much smoother ride. Several photos on Page 2.



3. **Communications:**

Highway Workers Memorial Day

Caltrans District 11 will hold the annual Highway Workers Memorial Day ceremony at the Caltrans Maintenance Yard in Brawley on **April 27** and the District Office in San Diego on **May 10**. These ceremonies will spotlight highway work zone safety and Caltrans public awareness campaigns to educate the public about the importance of slowing, moving over a lane when safe to do so, and being attentive while driving, especially when highway workers and emergency responders are present. Representatives from Caltrans and the California Highway Patrol will speak at each ceremony. Media coverage is expected.

Safety Awareness Week

Safety Awareness Week for Caltrans District 11 took place April 18 -21, 2016. This annual event is part of an ongoing campaign to communicate the message “Safety is our number one priority.”

California State Bicycle and Pedestrian Plan

Caltrans is conducting Regional Forums across the state with stakeholders to support the development of the first **California State Bicycle and Pedestrian Plan** (CSBPP). This new visionary and comprehensive policy plan will promote a multi-modal transportation system that supports active modes of transportation and creates a framework to increase safe bicycling and walking.

There will be an open house as part of the Regional Forum to provide early input to the planning process in San Diego on **May 3 from 12:30pm to 2pm**. You can participate in the Plan by going on-line to the following link, participating in the survey and signing up for updates.

<http://www.cabikepedplan.org/>

Interstate 8 Update - CRCP Rehabilitation Project Groundbreaking #2:

District 11 held a groundbreaking event for segments 2 and 3 of the I-8 Update Project on **April 14** at the Winterhaven California Highway Patrol station near the California /Arizona border. Speakers include representatives from Caltrans, the Imperial County Transportation Commission and the California Highway Patrol. The five segments of the project will construct 48 miles of Continuously Reinforced Concrete Pavement along I-8 from the Arizona border. The new roadway will extend the life expectancy of the pavement, provide a smoother ride for motorists, and reduce the need for maintenance. The total cost is \$417.7 million from state funds. Segment 1 began construction in February followed by the start of segments 2 and 3 in March. Completion of the first three segments is expect in 2018. The remaining two segments will start in early 2017 and finish in 2019.



4. Construction:

The first three segments of the *Interstate 8 Continuously Reinforced Concrete Pavement Project* began construction:

- **Segment 1**, is near El Centro from 0.6 mile west of Anderholt Road Overcrossing to 0.5 mile east of the East Highline Canal Bridge, was awarded to Coffman Specialties, Inc. on November 18, 2015. Construction began the first week of February. Construction is expect to be completed early 2018.
- **Segment 2**, 26 miles east of El Centro from 0.8 mile west of State Route (SR) 98/I-8 separation to 0.6 mile east of the All American Canal, was awarded to Coffman Specialties, Inc. on December 15, 2015. Construction began early March 2016 and is schedule to be completed in the spring of 2019.
- **Segment 3**, near Winterhaven from 0.7 mile west of SR 186/I-8 separation to 0.3 mile east of Fourth Avenue Overcrossing, was awarded to Security Paving Company, Inc. December 22, 2015. Construction began mid-March 2016 and is schedule to be completed in the spring of 2018.

The other 2 segments are scheduled to begin construction in February 2017. These 2 segments are:

- **Segment 4**, near El Centro from 0.6 mile west of I-8/SR-111 separation to 0.6 mile west of Anderholt Road overcrossing and from 0.5 mile east of the East Highline Canal Bridge to 0.8 mile west of I-8/SR-98 separation.
- **Segment 5**, near Winterhaven from 0.7 mile west of Ogilby Road Overcrossing to 0.7 west of the I-8/SR-186 separation.

5. **Local Assistance:**

2016 Earmark Repurposing

On March 8, 2016, FHWA issued guidance on the implementation of Earmark repurposing provisions contained in the 2016 Consolidated Appropriation Act. The ACT allows states to repurpose any earmark that was designated on or before September 30, 2005, and is less than 10% obligated or final vouchered and closed. The repurposed funds may be obligated on a new or existing project in the State within 50 miles of the earmark designation. The Repurposing Provision is only available to be applied in FY16.

<http://www.dot.ca.gov/hq/LocalPrograms/earmark/index.htm>

Division of Local Assistance Blog (LAB)

A Local Assistance Blog (LAB) was created to provide clarity on issues and contribute to the successful delivery of transportation projects using federal resources. Categories covered by the LAB are: Policy/Procedures, Program Guidelines, Training, Environmental and Right of Way.

<http://www.localassistanceblog.com/>

District 11's Annual

Highway Workers Memorial Day



Brawley Maintenance Yard
Wednesday, April 27,
9 a.m.

San Diego District Office Courtyard
Tuesday, May 10,
9 a.m.





SAFETY STARTS
NOW

**EVERY TIME
EVERY DAY
EVERY MOMENT**

IT'S SAFETY AWARENESS WEEK!

April 18 to April 21

Presentation Topics Include:

Anti-Terrorism

Office of Emergency Services

Just Drive

California Highway Patrol

Saving and Improving Lives

Burn Institute

Disaster Preparation

San Diego Fire-Rescue Department

Fraud Prevention

San Diego Police Department

Facility Security/Building Safety

Office of Emergency Services

Communicable Diseases - West Nile Virus, Zika, and more...

San Diego County Health & Human Services

Identity Theft Prevention

San Diego Police Department

**All presentations are one hour,
located in the
District Office Complex
Building 1, First Floor
Garcia Conference Room.**



**Get Your Seat! First Come - First Served!
Supervisor Approval Needed.**





Regional Forums: Stakeholders

Caltrans is conducting Regional Forums across the state with stakeholders to support the development of the first **California State Bicycle and Pedestrian Plan (CSBPP)**. This new visionary and comprehensive policy plan will promote a multi-modal transportation system that supports active modes of transportation and creates a framework to increase safe bicycling and walking.

Your organization is invited to an open house as part of the **Regional Forum in your area to provide early input to the planning process**. As a policy expert and stakeholder, your input will inform the emerging goals, objectives and strategies for the CSBPP, particularly about how they relate to your local community. Meet the project team and learn more about the process, including future outreach activities for the broader community.

Redding, Monday, April 18, 12:30 pm - 2:00 pm
Oakland, Tuesday, April 19, 2016, 12:30 pm - 2:00 pm
Fresno, April 22, 2016, 12:30 pm - 2:00 pm
Riverside, May 2, 2016, 12:30 pm - 2:00 pm
San Diego, May 3, 2016, 12:30 pm - 2:00 pm
San Luis Obispo, May 5, 2016, 4:00 pm - 5:30 pm
Los Angeles, May 10, 2016, 3:30 pm - 5:00 pm
Sacramento Region, May 2016 (TBD)



**RSVP required-
space is limited!**



**Stay informed
and share the
survey**

Visit the project website [here](#) for location information and to RSVP, or by or visiting www.cabikepedplan.org/rsvp-stakeholders.

Additionally, please share the project website (**English** and **Spanish** versions) with your community and contacts, including the community survey (**English** and **Spanish**). Stay informed about the project by signing up for automatic **email updates**. If you have additional questions, please send us a message through the **contact us** page. We look forward to seeing you at a Regional Forum!



NEWS RELEASE

Date: April 19, 2016
District: District 11 – San Diego and Imperial Counties
Contact: Cathryne Bruce-Johnson
Phone: (619) 688-6670

FOR IMMEDIATE RELEASE

New Signal Activated On State Route 78 and Hovley Road

Motorists Are Reminded to Drive Safely and Pay Attention When Approaching Intersections

EL CENTRO, Calif. – Caltrans announced that the new traffic signal on State Route 78 and Hovley Road north of Brawley was activated today. The new signal replaces stop signs on Hovley Road. Motorists in the area are reminded to drive alertly and be prepared to stop at the signal.

Message boards were placed on the roadway two weeks ahead of activation to prepare motorists for the change and will remain in place another week.

Work to install the new traffic signal began in January. The safety improvement project included installing vehicle detection loop sensors as well as “signal ahead” flashing beacons and pavement markings.

Caltrans launched a public outreach effort at the beginning of the year featuring a “Signal for Safety” poster. The focus of the campaign was to remind motorists to drive safely, obey all laws and to pay special attention to vehicles crossing at intersections.

Follow @SDCaltrans on Twitter at www.twitter.com/SDCaltrans for timely transportation news.

###



BE WORK ZONE ALERT



New Signal Ahead on SR-78 and Hovley Road

SIGNAL FOR SAFETY



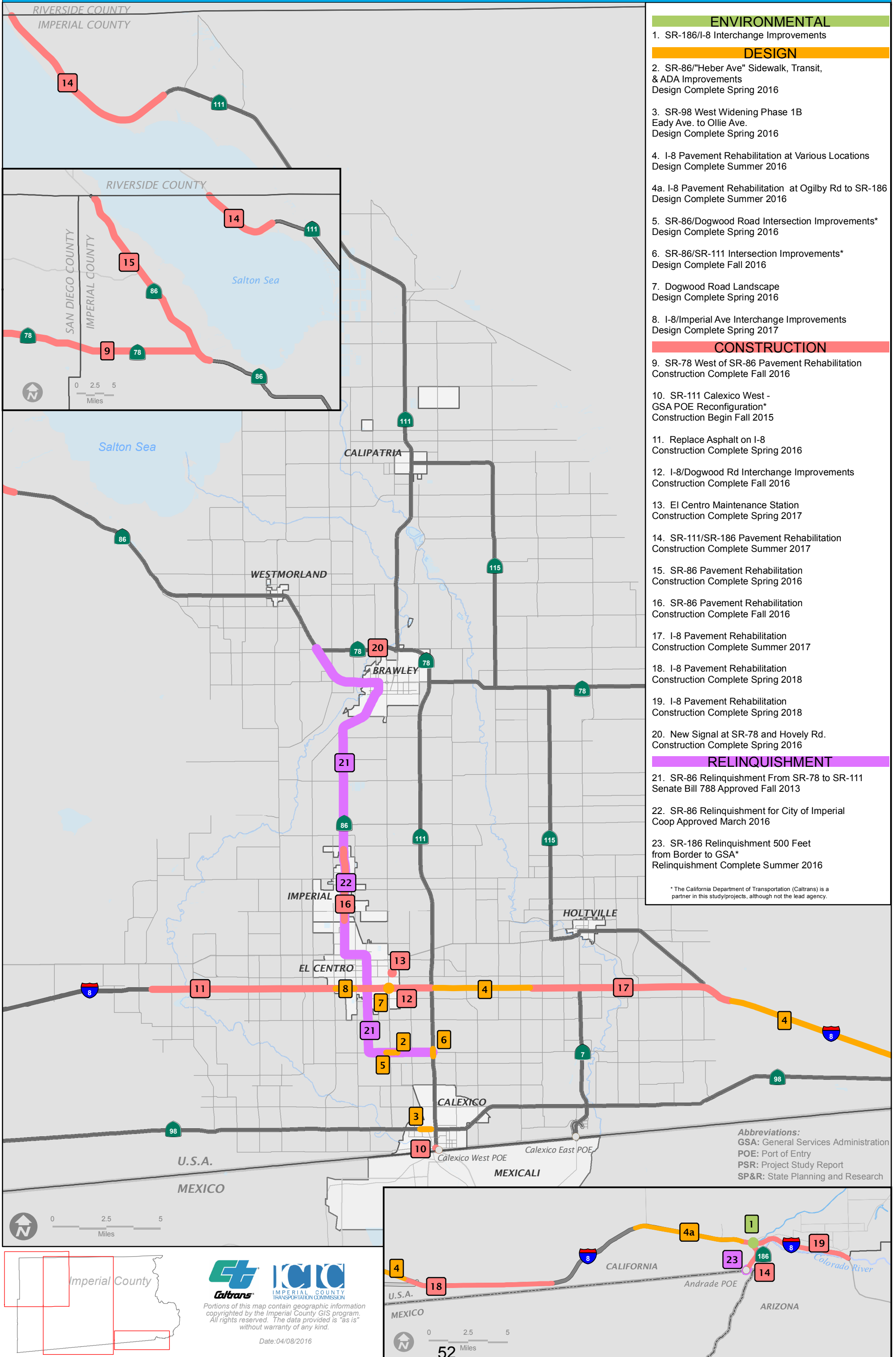
Motorists are reminded to drive safely, obey all laws and to pay special attention to vehicles crossing at intersections.



#WatchAtIntersections

[www.dot.ca.gov/dist 11](http://www.dot.ca.gov/dist11)

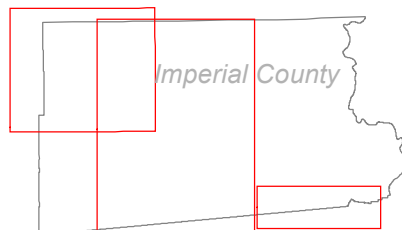
IMPERIAL COUNTY STATUS OF TRANSPORTATION PROJECTS



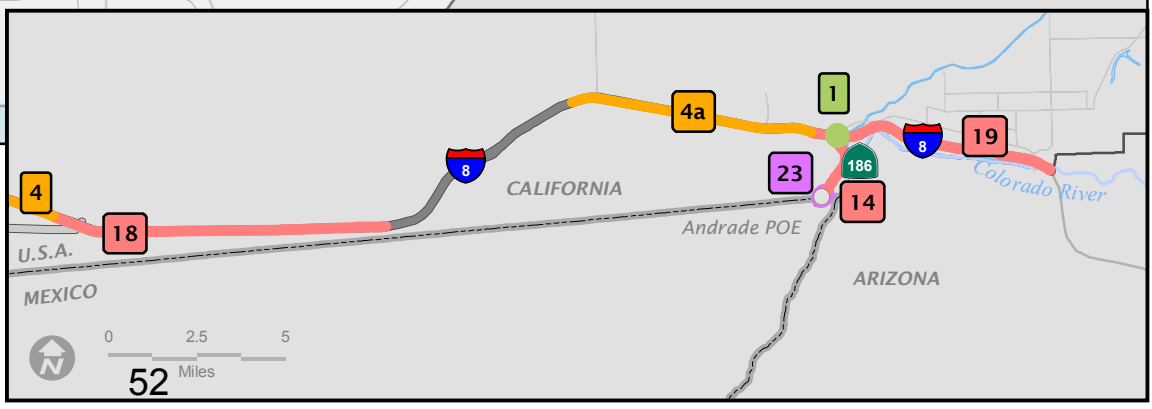
- ENVIRONMENTAL**
- 1. SR-186/I-8 Interchange Improvements
- DESIGN**
- 2. SR-86/"Heber Ave" Sidewalk, Transit, & ADA Improvements
Design Complete Spring 2016
- 3. SR-98 West Widening Phase 1B
Eady Ave. to Ollie Ave.
Design Complete Spring 2016
- 4. I-8 Pavement Rehabilitation at Various Locations
Design Complete Summer 2016
- 4a. I-8 Pavement Rehabilitation at Ogilby Rd to SR-186
Design Complete Summer 2016
- 5. SR-86/Dogwood Road Intersection Improvements*
Design Complete Spring 2016
- 6. SR-86/SR-111 Intersection Improvements*
Design Complete Fall 2016
- 7. Dogwood Road Landscape
Design Complete Spring 2016
- 8. I-8/Imperial Ave Interchange Improvements
Design Complete Spring 2017
- CONSTRUCTION**
- 9. SR-78 West of SR-86 Pavement Rehabilitation
Construction Complete Fall 2016
- 10. SR-111 Calexico West -
GSA POE Reconfiguration*
Construction Begin Fall 2015
- 11. Replace Asphalt on I-8
Construction Complete Spring 2016
- 12. I-8/Dogwood Rd Interchange Improvements
Construction Complete Fall 2016
- 13. El Centro Maintenance Station
Construction Complete Spring 2017
- 14. SR-111/SR-186 Pavement Rehabilitation
Construction Complete Summer 2017
- 15. SR-86 Pavement Rehabilitation
Construction Complete Spring 2016
- 16. SR-86 Pavement Rehabilitation
Construction Complete Fall 2016
- 17. I-8 Pavement Rehabilitation
Construction Complete Summer 2017
- 18. I-8 Pavement Rehabilitation
Construction Complete Spring 2018
- 19. I-8 Pavement Rehabilitation
Construction Complete Spring 2018
- 20. New Signal at SR-78 and Hovely Rd.
Construction Complete Spring 2016
- RELINQUISHMENT**
- 21. SR-86 Relinquishment From SR-78 to SR-111
Senate Bill 788 Approved Fall 2013
- 22. SR-86 Relinquishment for City of Imperial
Coop Approved March 2016
- 23. SR-186 Relinquishment 500 Feet
from Border to GSA*
Relinquishment Complete Summer 2016

* The California Department of Transportation (Caltrans) is a partner in this study/projects, although not the lead agency.

Abbreviations:
 GSA: General Services Administration
 POE: Port of Entry
 PSR: Project Study Report
 SP&R: State Planning and Research



Caltrans **ICTC**
 IMPERIAL COUNTY
 TRANSPORTATION COMMISSION
 Portions of this map contain geographic information
 copyrighted by the Imperial County GIS program.
 All rights reserved. The data provided is "as is"
 without warranty of any kind.
 Date: 04/08/2016

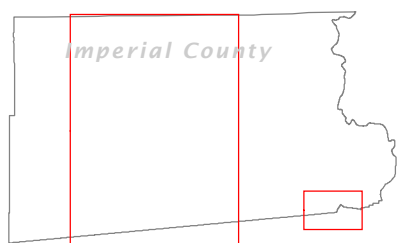
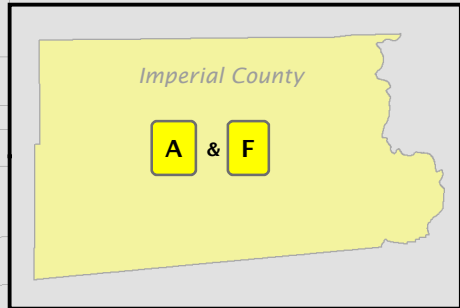
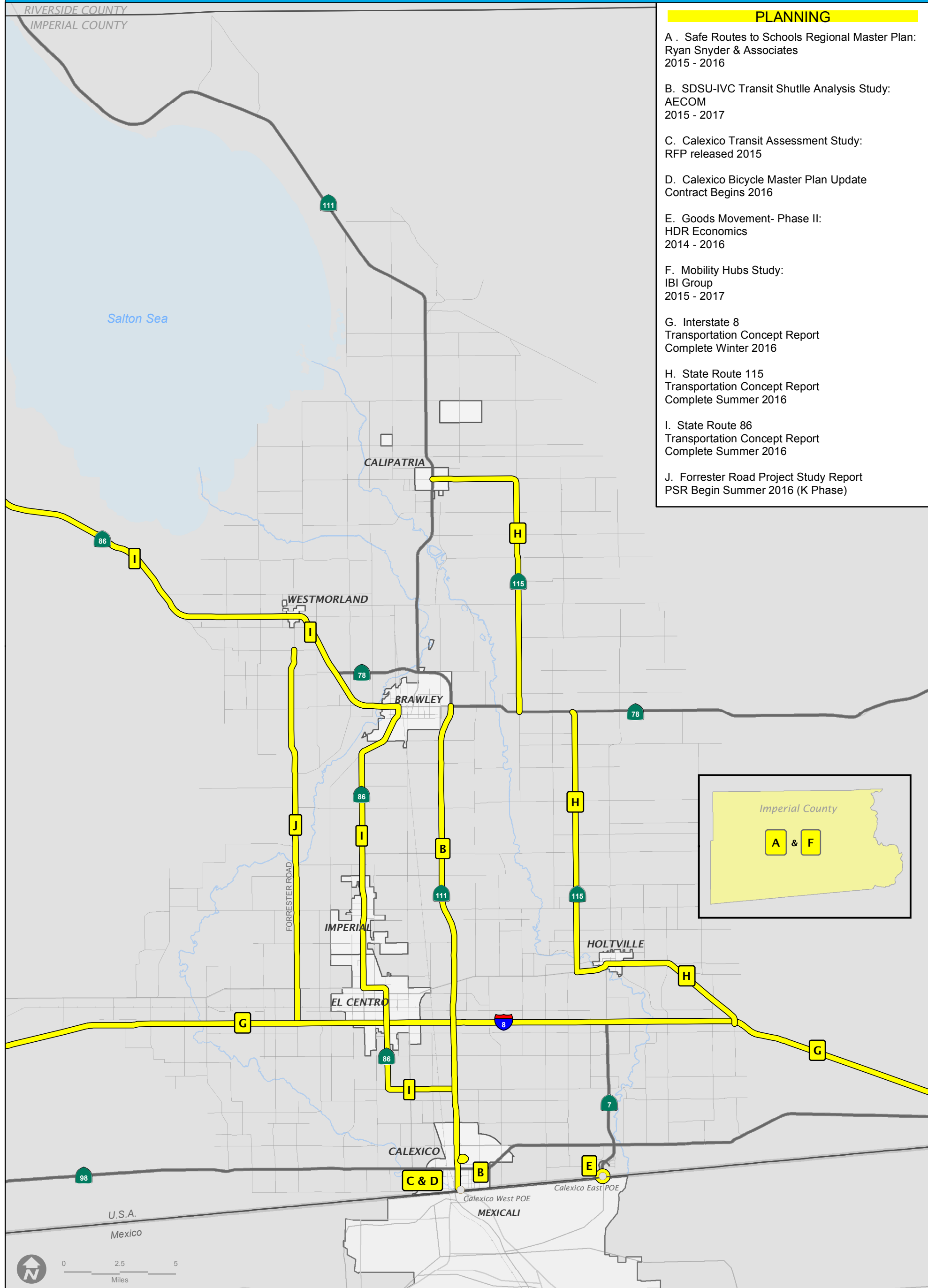


IMPERIAL COUNTY STATUS OF TRANSPORTATION STUDIES AND REPORTS

RIVERSIDE COUNTY
IMPERIAL COUNTY

PLANNING

- A. Safe Routes to Schools Regional Master Plan:
Ryan Snyder & Associates
2015 - 2016
- B. SDSU-IVC Transit Shuttle Analysis Study:
AECOM
2015 - 2017
- C. Calexico Transit Assessment Study:
RFP released 2015
- D. Calexico Bicycle Master Plan Update
Contract Begins 2016
- E. Goods Movement- Phase II:
HDR Economics
2014 - 2016
- F. Mobility Hubs Study:
IBI Group
2015 - 2017
- G. Interstate 8
Transportation Concept Report
Complete Winter 2016
- H. State Route 115
Transportation Concept Report
Complete Summer 2016
- I. State Route 86
Transportation Concept Report
Complete Summer 2016
- J. Forrester Road Project Study Report
PSR Begin Summer 2016 (K Phase)



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without warranty of any kind.

Date: 03/29/2016

VII. ACTION CALENDAR

A. UNMET TRANSIT NEEDS PUBLIC HEARING PROCESS FISCAL 2016-2017



1405 N. IMPERIAL AVE., SUITE 1
EL CENTRO, CA 92243-2875
PHONE: (760) 592-4494
FAX: (760) 592-4497

April 26, 2016

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

SUBJECT: Unmet Transit Needs Public Hearing Process - Fiscal Year 2016-2017

Dear Commission Members:

Section 99401.5 of the Public Utilities Code states:

“...The Transportation Planning Agency (TPA) shall hold at least one public hearing pursuant to Section 99238.5, for the purpose of soliciting comments on the Unmet Transit Needs that may exist within the jurisdiction...”

Unmet Needs that are determined to be reasonable to meet may be established by offering services directly, contracting for new services or the expansion of existing services.

On February 11, 2016, the Unmet Transit Needs Hearing Panel conducted the required local Public Hearing. The Hearing Panel reconvened on March 16, 2016 to consider the verbal and written testimony, and staff recommendations. After discussion of the analysis portion, the Panel developed the “Findings” regarding public transit services for FY 2016-2017. These “Findings” assist in the determination of the service levels to be provided and consequently guide the FY 2016-17 ICTC Transit Financing Plan and work program activities identified in the “Findings.”

After review of testimony by ICTC staff and the executive director, no new findings were found to be “reasonable” to meet at this time, and presented to the panel members as such. In prior fiscal years ICTC has increased the fixed route service operations by approximately 21% with the implementation of Sunday services, increased Saturday service and IVC Express trips, and the introduction of the IVT Gold Line. ICTC Staff have also recently taken on the consolidation of the regional Dial-A-Ride services, too including participation from City of El Centro, under the newly created “*IVT RIDE*” paratransit service. The increase in services has addressed many of the prior concerns and need sufficient operational time before review and possible changes.

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

April 26, 2016

The Social Services Transportation Advisory Council (SSTAC) has met and developed a response to the "Findings" on April 6, 2016 for consideration. After adoption of the "Findings", staff will continue to develop the budget for the ICTC Transit Financing Plan and submit it for approval in the May/June 2016 time frame.

The ICTC Management Committee met on April 13, 2016 and forward this item to the Commission for review and approval after public comment, if any:

1. Adopt the FY 2016-17 "Findings" as presented or amended, after a review of the SSTAC response.
2. Authorize the Chairman to sign the attached resolution.
3. Direct staff to forward the FY 2016-17 "Findings", public hearing documentation and resolution to the State Department of Transportation.

Sincerely,



MARK BAZA
Executive Director

MB/ksw/ds

attachment



1405 N. IMPERIAL AVE. SUITE 1
EL CENTRO, CA 92243-2875
PHONE: (760) 592-4494
FAX: (760) 592-4497

March 15, 2016

**UNMET TRANSIT NEEDS FINDINGS
FISCAL YEAR 2016-17**

The Imperial County Unmet Transit Needs Public Hearing was conducted at 3:30 p.m., on February 11th, 2016 at the City of Brawley Council Chambers in the City of Brawley, Ca. After review and consideration of the testimony received at the hearing, this Panel reconvened on March 16th, 2015 to make the following “Findings”:

The following findings are unmet transit needs which are reasonable to meet. The ICTC Transit Financing Plan and TDA claims for Fiscal Year 2016-17 shall be approved consistent with these stated “Findings”.

- I. Existing transit services should be continued:
 - A. IVT RIDE – Brawley, Calexico, Imperial and West Shores
 - B. El Centro Dial-A-Ride
 - C. County-Wide Transit System
 - D. ADA Paratransit Services
 - E. Med-Express

- II. Continue coordination between existing transit services, including paratransit services provided by both public and social service agencies. ICTC staff shall provide recommendations and technical assistance when requested by social service and public agencies.


- III. All transit services shall comply with the American's with Disabilities Act of 1990; provisions specific to respective services offered.


- IV. All transit services shall comply with the Federal Transit Administration (FTA) and/or Federal Highway Administration (FHWA) Drug and Alcohol Testing rules; provisions specific to respective services offered.

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

V, Staff will provide assistance to the Cities of Calexico and Imperial for the development of the transfer terminal projects.

All other services and issues as presented by written or verbal testimony are hereby declared as not reasonable to meet, at this time.


George Nava, Chairman
Councilmember, City of Brawley


Doug Cox, Mayor,
City of Imperial

Not available for signature
Jesus "Jack" Terrazas, Supervisor Dist. 2
County of Imperial

STAFF:


Mark Baza
Executive Director


Kathi Williams
Senior Transit Planner

SOCIAL SERVICES TRANSPORTATION ADVISORY COUNCIL

Leticia Zuno, Chairperson
Michael Hack, Vice Chair
Kathi Williams, Secretary

1405 N. Imperial Ave., Suite 1
El Centro, CA 92243
(760) 592-4494

April 6, 2016

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

Dear Commission Members:

One of the responsibilities of the Social Services Transportation Advisory Council (SSTAC) is to advise ICTC on existing public transportation needs. In addition, the SSTAC must review the "Findings" as developed by the Public Hearing Panel. SSTAC met on April 6, 2016 and reviewed the "Findings" as developed by the Panel on March 16, 2016.

SSTAC appreciates and endorses the proactive consideration given by the Transit Hearing Panel for the acknowledgement of addressing the "Findings" in the past year.

In response to the "Findings" for FY 2016-17 the following additional comments are provided:

1. Improve cleanliness and upkeep at all El Centro City area stops, and other stops in the region as identified.
2. Enhance communication of available services as a way to disseminate information to the passengers, as documented as in the intent of Finding #8 in FY 2010-11 UTN Findings: *(Staff will research options to provide schedules and information for passengers for Imperial Valley Transit (IVT) bus stops. Staff is to return with options and cost estimates by December 2010, for consideration on implementation from the ICTC).*
3. Review of capacity constraints on Med-Express.
4. Review of a proposed Transit Mobility Summit.

We appreciate the opportunity to participate in the evaluation and delivery of transit services.

Sincerely,


Leticia Zuno
Chairperson

**RESOLUTION _____ OF
THE IMPERIAL COUNTY TRANSPORTATION COMMISSION (ICTC)
MAKING A DETERMINATION AS TO UNMET TRANSIT NEEDS WITHIN THE
REGION OF THE COUNTY OF IMPERIAL FOR FY 2016-17**

WHEREAS, the Imperial County Transportation Commission (ICTC), is the designated Transportation Planning Agency for the County of Imperial, and is therefore responsible for the administration of the Transportation Development Act, Public Utilities Code 99200 et seq; and

WHEREAS, under Sections 99238, 99238.5, 99401.5 and 99401.6, of the Public Utilities Code, because the legislative intent for the use of the funds is for transit purposes, and a public hearing should be held. From a review of the testimony received and the adopted Regional Transportation Plan, a finding must be made that there are no unmet public transit needs in the jurisdiction that can be reasonably met; and

WHEREAS, a public hearing and subsequent meeting was held in Imperial County on February 11, 2016 and March 16, 2016, after sufficient public notice was given, and at which time the public testimony and comment was received; and

WHEREAS, the Social Services Transportation Advisory Council reviewed the proposed “Findings” on April 6, 2016 in accordance with the requirements of the Act; and

WHEREAS, the comments of the Social Services Transportation Advisory Council have been taken into consideration; and

WHEREAS, a final opportunity for further public comment was provided on April 27, 2016; and

THEREFORE, BE IT RESOLVED that the Imperial County Transportation Commission, hereby resolves that the Unmet Transit Needs Adopted “Findings” as attached, are identified, and that there are no further unmet public transit needs within the County of Imperial that can be reasonably met at this time;

PASSED AND ADOPTED at a regular meeting of the Imperial County

Transportation Commission held on April 27, 2016.

By: _____
Chairperson

ATTEST:

By:

Cristi Lerma
Secretary to the Commission

VII. ACTION CALENDAR

B. COMPETITIVE BID FOR THE COORDINATION OF PUBLIC DIAL-A-RIDE PARATRANSIT SERVICES - IVT RIDE EL CENTRO SERVICE AREA AGREEMENT



1405 N. IMPERIAL AVE., SUITE 1
EL CENTRO, CA 92243-2875
PHONE: (760) 592-4494
FAX: (760) 592-4497

April 21, 2016

James Predmore, Chairman
Imperial County Transportation Commission
1405 N. Imperial Ave Suite 1
El Centro, CA 92243

SUBJECT: Competitive Bid for the Coordination of Public Dial-a-Ride Paratransit Services –
IVT RIDE El Centro Service Area Agreement

Dear Commission Members:

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

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

The participating public agencies terminated their individual contracts during a scheduled transition and operations have been underway, after phased in approach in late 2014.

For management and accountability, a new Paratransit Coordination Committee (PCC) has also been created and agency staff meets twice a year. The participating public agencies retain the ability to be responsive to their constituents, by reviewing system performance and making recommendations if necessary, to the Commission.

The City of El Centro did not initially participate in the original IVT RIDE competitive bid, however, the City later requested in June 2016 that ICTC conduct the required competitive bid and administer a contract for the continuation of paratransit services. The State and local transit funds provided by ICTC to the City would be used to pay the cost of a new service contract with a target start date of July 1, 2016.

On September 23, 2015 the Commission directed staff to proceed with a competitive bid for the IVT RIDE – El Centro service area and return with a recommendation on contract award.

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

After a review of the operational statistics provided by the City, latent passenger demand and service area, ICTC staff adjusted the Scope of Work to add a 4th revenue service bus and extended the services hours on Saturdays. The new El Centro service equates to approximately 12,000 annual service hours which is approximately a 46% increase in service. This adjustment exceeds the federal requirements for creating a simple modification of the existing IVT RIDE contract. A new separate contract is required for that new service area.

The Request For Proposal was advertised locally and nationwide from February 8th through March 11th 2016. Only one proposal was received from First Transit Inc. for the three year term with three, one year option years.

The competitive bid has been completed and on March 16th staff from the City of El Centro, Caltrans and ICTC conducted the proposal scoring and ranking process. The total price for the six year period is \$4,084,920. After subtraction of the farebox revenue at 10%, the six year subsidy would be \$3,676,428.

This pricing is comparable with the other existing IVT Ride service contract. Included in the pricing are the following benefits:

- Local coordinated multi service call center with bilingual dispatching and computerized reservation system
- Five (5) new paratransit buses - ramp equipped (on order by ICTC)
- In house shared maintenance support services
- Shared local management team
- Shared local facility which accommodates bus parking, office personnel, training and maintenance activities and future long term growth
- Twenty vehicle community service hours per month
- Participation of the IVT RIDE in the City's OES system
- Use the of IVT RIDE web site for service and eligibility information
- A fuel escalator for fuel prices that exceed a negotiated price per a gallon
- A marketing allowance (to be developed annually based on available funding per year)

Caltrans has approved the competitive bid and recommendation for contract award process. In addition, final contract negotiations are under way and the agreement is presented in draft format. It is anticipated that the contract will be completed prior to the Commission meeting on April 27, 2016 with no further pricing changes.

Start-up tasks completed to date include:

1. Planned target start date of July 2016.
2. Procurement of preferred vehicles (5) for operations by ICTC. Loaner vehicles from the operator are available on a short term basis for an additional fee, until the new low floor vehicles are delivered.

Short-term tasks to be developed include:

1. Initial contact by First Transit with incumbent staffing for recruitment
2. Scheduling of public outreach meetings and media within El Centro in May, June and July by the public outreach and marketing consultant team

The proposed IVT RIDE El Centro service contract is recommended for a three-year term, with three one year option years in order to provide the opportunity to terminate when the existing IVT RIDE contract terminates in FY 2018-19. At that time, it could be possible to circulate a competitive bid for one contract for all five service areas and achieve possible further reductions in pricing through competitive bidding and economy of scale.

In order to maintain the implementation schedule as requested by the City of El Centro and complete start up tasks effective on June 1, ICTC Management Committee recommends that the Commission review and approve, after receipt of any public comment:

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

A. El Centro Service Area

- (1) For the period June 1, 2016 through June 30, 2017, the annual not to exceed subsidy is set at \$591,074.
- (2) For the period July 1, 2017 through June 30, 2018, the annual not to exceed subsidy is set at \$580,255.
- (3) For the period July 1, 2018 through June 30, 2019 the annual not to exceed subsidy is set at \$599,601.
- (4) For the period July 1, 2019 through June 30, 2020, the annual not to exceed subsidy is set at \$617,943.
- (5) For the period July 1, 2020 through June 30, 2021, the annual not to exceed subsidy is set at \$635,230.
- (6) For the period July 1, 2021 through June 30, 2022, the annual not to exceed subsidy is set at \$652,325.

B. Establish the operating agreement performance goals for the IVT RIDE – El Centro service area as follows:

157.7	Passengers Per Day	3.9	Passengers Per Hour,
\$13.90	Cost Per Passenger	\$12.51	Subsidy Per Passenger
\$54.44	Cost Per Hour	\$6.87	Cost per Mile
10%	Farebox Ratio		
2.4	Full Time Employee Equivalent		

2. Approve payment of a fee for the use of loaner paratransit buses, until the new low floor paratransit buses are delivered, set at \$4,000 per month for five (5) paratransit buses, and to be prorated as necessary.
3. Establish the fare pricing for the IVT RIDE – El Centro service area at the “current fare” of \$1.25 in that the current fares will remain in effect until analysis and recommendation for revision is provided by ICTC staff.

4. Establish the "No Show and Late Cancellation Policy" for the IVT Ride –El Centro system

Sincerely,

MARK BAZA
Executive Director

BY:



Kathi Williams
Senior Transit Planner

MB/ksw/cl

Attachments

**IVT RIDE EL CENTRO
Performance Standards**

	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	
	Year 1	Year 2	Year 3	Option Year 4	Option Year 5	Option Year 6	TOTAL
total variable costs	\$ 451,396	\$ 464,805	\$ 481,607	\$ 497,123	\$ 511,539	\$ 528,971	\$ 2,935,441
total fixed costs	\$ 205,354	\$ 179,923	\$ 184,617	\$ 189,480	\$ 194,272	\$ 195,834	\$ 1,149,479
total cost	\$ 656,749	\$ 644,727	\$ 666,224	\$ 686,603	\$ 705,812	\$ 724,805	\$ 4,084,920
less 10% fares	\$ 65,675	\$ 64,473	\$ 66,622	\$ 68,660	\$ 70,581	\$ 72,481	\$ 408,492
total subsidy	\$ 591,074	\$ 580,255	\$ 599,601	\$ 617,943	\$ 635,230	\$ 652,325	\$ 3,676,428
revenue hours estimate	11,996	12,116	12,237	12,359	12,483	12,608	73,798
passenger estimate	47,000	47,470	47,945	48,424	48,908	49,397	289,143
service days	304	304	304	304	304	304	1,822
mileage estimate	95,000	95,950	96,910	97,879	98,857	99,846	584,439
pass/hour	3.9	3.9	3.9	3.9	3.9	3.9	3.9
pass/day	154.6	156.2	157.7	159.3	160.9	162.5	162.5
pass/mile	0.5	0.5	0.5	0.5	0.5	0.5	0.5
cost/pass	\$ 13.97	\$ 13.58	\$ 13.90	\$ 14.18	\$ 14.43	\$ 14.67	14.67
sub/pass	\$ 12.58	\$ 12.22	\$ 12.51	\$ 12.76	\$ 12.99	\$ 13.21	13.21
cost/mile	\$ 6.91	\$ 6.72	\$ 6.87	\$ 7.01	\$ 7.14	\$ 7.26	7.26
cost/hour	\$ 54.75	\$ 53.21	\$ 54.44	\$ 55.55	\$ 56.54	\$ 57.49	57.49
farebox ratio	10%	10%	10%	10%	10%	10%	10%
fte							
cost/hour	\$ 54.75	\$ 53.21	\$ 54.44	\$ 55.55	\$ 56.54	\$ 57.49	57.49



IVT RIDE No Show/Late Cancellation Policy **September 2014**

Background

Imperial County Transportation Commission (ICTC) offers a demand response service to seniors (60 or over) and persons with disabilities. The demand response service is called IVT RIDE. A demand response service is a public transit service based on a request for transportation where the vehicle does not follow a fixed-route. IVT RIDE operates in the cities of Brawley, CA, Calexico, CA, Imperial, CA and the West Shores community. The goal of IVT RIDE is to provide mobility options.

The Imperial County Transportation Commission (ICTC) who has oversight of the IVT RIDE program, has developed the following policy and administrative process for addressing no-shows and late cancellations.

Definitions

No Show

A “No-show” shall be recognized as seniors (60 or over) or persons with disabilities who fails to appear, fails to board the vehicle, and/or use his/her scheduled transportation within the standard “ready window.” The ready window is the 30 minute time frame the passenger has been advised by dispatchers to be ready for their trip. The bus is required to wait up to 5 minutes for an individual upon arrival within the ready window. If a rider calls within 30 minutes of a scheduled pickup time to cancel his or her trip, the cancellation will be counted as a “no-show.”

Late Cancellation

A “Late Cancellation” shall be recognized as a seniors (60 or over) and persons with disabilities who fail to cancel the appointment for pick-up at least four (4) hours before the scheduled pick-up time.

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

Policy

Individuals with No-Shows/Late Cancellations shall be sanctioned or suspended from service according to the following guidelines. Because the service provided by IVT RIDE is so important to many people, we must enforce a suspension policy to ensure that trip resources are available to everyone.

ANY passenger who has three (3) or more unexcused no shows or no shows 10% of their scheduled trips (whichever is greater) within a calendar month will be suspended from using these services for two weeks (14 days).

Any passenger who incurs a no show may contact IVT RIDE management in order to have any no-show removed due to a circumstance which was beyond the rider's control.

After the 1st occurrence IVT RIDE Staff will contact the rider and document the phone call notifying the rider of their 1st incurred no show. Staff will also explain further no shows could result in temporary suspension of services.

After the second occurrence a letter will be mailed to the rider notifying them of their second incurred no-show. IVT RIDE will also contact the rider by phone to explain the consequences of a third no show.

The third now show occurrence incurred in a calendar month will result in a two week (14 Day) suspension of services for the rider. ICTC will send a letter of notification to include all no-show dates.

Method

During suspension of IVT RIDE Service, ICTC shall take the following steps:

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

IVT RIDE
792 E. Ross Rd.
El Centro, Ca. 92243
760-337-1760

Imperial County Transportation Commission
1405 N. Imperial Ave. Suite 1
El Centro Ca. 92243
760-592-4494

Póliza

Pasajeros con Faltas/ Cancelaciones de ultimo momento serán sancionados o suspendidos del servicio de acuerdo con las siguientes clausulas. El servicio brindado por IVT RIDE es importante para muchos pasajeros, por esa razon debemos hacer cumplir las normas del servicio para asegurar que los horarios de servicio esten disponibles para todos.

CUALQUIER pasajero que tenga tres (3) o más faltas sin excusa o no se presenta a el 10% de sus citas programadas (el que sea mayor) dentro de un mes se le suspenderá el uso de estos servicios durante dos semanas. (14 días).

Cualquier pasajero que tenga una falta puede comunicarse con la administración de IVT RIDE con el fin de tener cualquier falta eliminada debido a una circunstancia que fue más allá del control del cliente.

Después del primer incidente el personal de IVT DRIVE se pondrá en contacto con el pasajero y sera notificado de su primera falta.

Después del segundo incidente una carta será enviada al pasajero notificándole de la segunda falta y las consecuencias de la falta cometida.

La tercera falta incurrida en un mes resultará en una suspensión para dos semanas (14 días) de servicios para el pasajero. ICTC mandara una carta notificando al pasajero de todas las faltas incurridas.

Procedimiento

Durante la suspensión del servicio de IVT RIDE, ICTC tomara los siguientes procedimientos:

1. Notificar al individuo por escrito que ICTC suspendió su servicio.
2. La notificacion será especificada con las razones de la sancion y suspensión del servicio.
3. Proporcionaran una notificacion por escrito sobre el proceso de Politica y Apelacion del servicio de ICTC IVT RIDE.

IVT RIDE
792 E. Ross Rd.
El Centro, Ca. 92243
760-337-1760

Imperial County Transportation Commission
1405 N. Imperial Ave. Suite 1
El Centro Ca. 92243
760-592-4494

1 **AGREEMENT FOR PARATRANSIT SERVICES**

2
3 THIS AGREEMENT FOR PARATRANSIT SERVICES (“this Agreement”), made and entered
4 into effective the ____ day of _____, 2016, is by and between the IMPERIAL COUNTY
5 TRANSPORTATION COMMISSION (“ICTC”), and FIRST TRANSIT, INC., a Delaware corporation
6 authorized to conduct business in California (“Provider”).

7 **WITNESSETH**

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

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

13 **WHEREAS**, ICTC has authorized and circulated a Request for Proposal for paratransit services
14 among prospective providers for the delivery of the paratransit system for the community of El Centro.

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

16 **1. TERM AND RIGHT OF EXTENSION**

17 **1.1.** This Agreement shall commence on June 1, 2016 and shall continue until June 30,
18 2019, and if all three (3) one (1) year extension option periods are exercised pursuant to
19 paragraph 1.2 herein, the Agreement shall continue until June 30, 2022.

20 **1.2.** ICTC may, at its sole option and discretion, extend this Agreement up to three (3) times
21 as follows:

22 **1.2.1.** From July 1, 2019 through June 30, 2020;

23 **1.2.2.** From July 1, 2020 through June 30, 2021; and

24 **1.2.3.** From July 1, 2021 through June 30, 2022.

25 **1.3.** This Agreement is contingent upon the receipt of funds by the ICTC. Such funds
26 include Federal Transit Administration (FTA) Section 5310, 5311 and 5307 Grants,
27 Transportation Development Act (TDA) and State Transportation Assistance Funds
28 (STAF) and Local Transportation Authority (LTA).

1 **2. DEFINITIONS**

2 **2.1** "Request for Proposal" shall mean ICTC's Request for Proposal entitled "IVT RIDE-El
3 Centro Paratransit Services Request for Proposal FY 2015-16" dated February 2016,
4 which is incorporated herein by this reference.

5 **2.2** "Proposal" shall mean Provider's completed proposal entitled "IVT-RIDE Paratransit
6 Services El Centro Service Area" dated March 9, 2016, and submitted to ICTC on the bid
7 opening date, which is incorporated herein by this reference.

8 **2.3** "Attendant" shall include one (1) individual to assist the disabled passenger, entitled to
9 ride free of charge.

10 **2.4** "Certified passenger" shall include those individuals deemed eligible for the paratransit
11 service through the formal certification process.

12 **2.5** "Disability," with respect to an individual, shall include all impairments as defined by the
13 Act at 49 Code of Federal Regulations ("CFR") 37.3.

14 **2.6** "General public" shall include those individuals that do not have an impairment(s) as
15 defined by the Act at 49 CFR 37.3.

16 **2.7** "One-way trip" is defined as authorized travel between two (2) points. A new One-Way
17 Trip begins with the cessation of the previous trip.

18 **2.8** "Senior" shall include individuals who are sixty years of age or older.

19 **2.9** "Subscriber" shall include individuals who travel to the same destination at the same time
20 on a regular basis.

21 **3. DESCRIPTION OF WORK**

22 **3.1** The services to be provided under this agreement with ICTC are on behalf of the
23 community of El Centro and are those contained in the Request for Proposal and Proposal,
24 attached hereto as Exhibit "A" and incorporated by this reference.

25 **3.2** In addition to those services included in section 3.1, Provider will be required to provide
26 community service (e.g. parades, shuttles, displays, etc.) as requested by ICTC not to
27 exceed ten hours per month. No additional compensation will be provided to Provider for
28 this assistance.

1 **4. RESPONSIBILITIES OF PROVIDER**

2 **4.1** Provider shall provide management, technical and operating personnel, services,
3 equipment, and facilities necessary for the operation of ICTC's paratransit services. In
4 additional, Provider shall participate fully in the meetings and events of the ICTC's
5 Social Services Transportation Advisory Council (SSTAC).

6 **4.2** In providing the services and oversight provided pursuant to this Agreement, Provider
7 will act in the capacity of an independent contractor and will provide management,
8 technical and operating personnel, services, equipment and facilities necessary for the
9 operation of ICTC's paratransit services.

10 **4.3** In the event of a major emergency, (including, but not limited to, earthquake, flood, or
11 manmade catastrophe), Provider shall make transportation and communication
12 resources available to the degree possible for emergency assistance. Line of Instruction
13 will first and foremost be with the ICTC. In the event that contact cannot be
14 established, PROVIDER shall take instruction from the organization, e.g., city or
15 Imperial County's Office of Emergency Services (OES) field site that has assumed
16 responsibility for the evacuation and/or transport of injured and ambulatory wounded
17 and movement of persons to food and shelter facilities.

18 **4.4** Provider shall comply with all terms, conditions and requirements of the Request for
19 Proposal and this Agreement.

20 **4.5** Provider shall perform such other tasks as necessary and proper for the full performance
21 of the obligations assumed by Provider hereunder.

22 **5. RESPONSIBILITIES OF ICTC**

23 **5.1.** ICTC will provide management oversight, establish priorities for service delivery,
24 perform on-going planning, programming and establish related policies for all activities
25 relative to the services, service areas, fares, schedules, days and hours of operations,
26 preparation of planning documents, budgets, grant applications and related
27 documentation and other such activities relative to overall system administration and
28 contract compliance monitoring.

1 **5.2.** ICTC will pay a not-to-exceed annual reimbursement or subsidy within thirty (30) days
2 after submittal of monthly invoices pertaining to the service. The monthly subsidy will be
3 calculated by the subtraction of fare revenues collected and retained by the Provider, from
4 the cost, and will be paid in arrears. Provider shall establish and maintain accounting
5 records as required by ICTC, the Federal Transit Authority (FTA), the State Department
6 of Transportation (Caltrans), and the County of Imperial’s Auditor-Controller. Provider
7 will be subject to annual fiscal and operational audits.

8 **5.3.** Disputes between passengers and Provider will first be handled by Provider’s
9 management personnel. ICTC will inform Provider of all disputes. ICTC shall act as
10 the final step and/or body of appeals in the resolution of any service complaints that
11 Provider is unable to resolve.

12 **5.4.** ICTC reserves the right to impose financial penalties for situations or items in this
13 Agreement that are violated. (See Annex to “IVTRIDE – El Centro Paratransit Services
14 Request for Proposal FY 2015-16” dated February 2016, for Table of Assessment of
15 Penalties.) Adjustments would be made at the time of monthly compensation.

16 **5.5.** An authorized agent of ICTC will handle administration, monitoring and determination
17 of compliance with the requirements of this Agreement. All aspects of daily operations
18 will be available to inspection/observation by an authorized representative of ICTC.

19 **6. SERVICE IMPLEMENTATION**

20 The service area designation, service days and hours, and service miles for the City of El Centro
21 shall be those specified in Exhibit “A” – Request for Proposal and Proposal.

22 **7. REPRESENTATIONS BY PROVIDER.**

23 **7.1** Provider understands and agrees that ICTC has limited knowledge in the transit services
24 specified in the description of work. Provider has represented itself to be expert in these
25 fields and understands that ICTC is relying upon such representation.

26 **7.2** Provider represents and warrants that it is a lawful entity possessing all required licenses
27 and authorities to do business in the State of California and perform all aspects of this
28 Agreement.

1 **7.3** Provider shall not commence any work under this Agreement or provide any other
2 services, or materials, in connection therewith until Provider has received written
3 authorization from the Executive Director (“Notice to Proceed”) to do so.

4 **7.4** Provider represents and warrants that the people executing this Agreement on behalf of
5 Provider have the authority of Provider to sign this Agreement and bind Provider to the
6 performance of all duties and obligations assumed by Provider herein.

7 **7.5** Provider represents and warrants that any employee, Provider, subcontractor and agent
8 who will be performing any of the duties and obligations of Provider herein possess all
9 required licenses and authorities, as well as the experience and training, to perform such
10 tasks.

11 **7.6** Provider represents and warrants that the allegations contained in its Proposal are true and
12 correct.

13 **7.7** Provider understands that ICTC considers the representations made herein to be
14 material and would not enter into this Agreement with Provider if such representations
15 were not made.

16 **8. COMPENSATION**

17 Provider shall receive compensation monthly based upon the following format.

18 **8.1.** A fixed hourly rate per fiscal year shall apply for each vehicle service or revenue hour.
19 The fixed hourly rate shall apply for the assigned fiscal year. Vehicle revenue hours
20 will be calculated based upon the actual time that each revenue service vehicle is in
21 service and available to passengers. Vehicle revenue hours shall specifically exclude
22 deadhead hours, including time for travel to and from the first stop and after the last
23 stop, storage facilities, fueling facilities, road tests, inspections training, personnel
24 lunches and breaks.

25 **8.2.** The fixed hourly rate per fiscal year will be determined by the use of the combination of
26 two other rates divided by the total annual vehicle service hours.

27 **8.2.1.** A variable monthly rate for all cost elements assigned to Provider that can
28 change.

1 quality of transit service within the PROVIDER's control, e.g. ICTC's
2 documentation of poor maintenance affecting the reliability of service or
3 passenger comfort on vehicles, or inappropriate behavior by customer service
4 staff or vehicle drivers.

5 **8.4.** In the event that fuel costs are increased beyond Provider's control and the negotiated
6 rate, ICTC will offer Provider an additional amount to offset the increase in costs. A
7 fuel escalator clause shall contain the following provisions:

8 **8.4.1.** The fuel escalator shall be calculated as follows: the full amount that fuel costs
9 exceed the vehicle fuel budget line item shall be adjusted downward by any
10 savings in any other line item category that has not been fully utilized.

11 **8.4.2.** The request for additional subsidy shall be submitted to ICTC at the conclusion
12 of the month in which the costs are incurred. The request shall be accompanied
13 by an accounting developed by Provider, and invoices substantiating said
14 increase.

15 **8.4.3.** The cost of fuel is set at three dollars eighty cents (\$3.80) per gallon for the term
16 of this Agreement.

17 **9. FAREBOX**

18 **9.1. Farebox Revenue.** Fareboxes will be installed on all revenue vehicles and vehicle
19 operators will not make change for passengers.

20 **9.2. Fare Collection.** Provider's vehicle operators shall collect fares as established by ICTC
21 and maintain an accurate count of all boarding passengers by fare category. Farebox
22 revenue will be counted by Provider's office employees daily and reconciled against the
23 stated number of passenger trips. Any shortages must be investigated and corrected by
24 Provider. Provider will deposit farebox revenue daily. Farebox revenue is the property
25 of ICTC, and Provider will submit written reports to ICTC of revenue collection.

26 **9.3. Transfers.** Provider shall also develop a transfer procedure and collect transfers from
27 ICTC paratransit operations or other public agency transit services. Provider shall
28 account for it in its report of revenue collected.

1 **9.4. Prepaid Fare Revenue.** Provider shall develop and collect prepaid fare revenue from
2 individuals, educational facilities and social service agencies. Provider shall establish
3 and distribute fare media to outlets i.e. IVC, city halls etc. Provider personnel will
4 collect revenue as needed but at a minimum on a monthly basis.

5 **10. PERFORMANCE STANDARDS**

6 Standards and evaluation criteria will be utilized to annually measure performance and
7 efficiency of routes, and Provider performance. This criterion is reported to State and Federal
8 agencies annually. For the purposes of this Agreement, criteria will be negotiated and
9 established: Performance standards for service implementation shall be those specified in
10 Exhibit "A" – Request for Proposal and Proposal.

11 **11. MARKETING**

12 **11.1 Approval.** Not later than thirty (30) days after the execution of this Agreement and
13 ninety (90) days prior to the end of the fiscal year thereafter, Provider shall participate
14 in the development of a marketing plan specific to the IVT Ride services for ICTC's
15 final approval. The marketing plan shall indicate all proposed activities with a
16 corresponding budget of 5% of the total cost of the service for the fiscal year. Provider
17 shall be responsible for working with ICTC staff and consultant for the development
18 and preparation, subject to the approval of ICTC, of all marketing materials for the
19 paratransit services. Provider will coordinate the placement, scheduling and distribution
20 of all advertising and promotional materials designed to inform patrons of ICTC
21 services and to promote ridership.

22 **11.2 Preparation.** Provider shall be responsible for the preparation and printing of all
23 necessary passes, tickets and transfers to be used in the paratransit service.

24 **11.3 Distribution.** Provider shall distribute and disseminate such materials in accordance
25 with the provisions of this Agreement and any directions supplemental thereto provided
26 by ICTC.

27 **11.4 Promotion.** Provider shall promote the service for ICTC, and distribute brochures and
28 other materials.

1 **11.5** Presentation. Provider shall, under the direction of ICTC, provide contact on an as-
2 needed basis with private and non-profit community agencies, job resource centers and
3 local governing bodies to promote interest and use in the transit services of ICTC.
4 These contacts shall include, but not be limited to speaking engagements and displays.
5 Provider will participate as a technical resource contact with user groups or agencies as
6 required, including meetings of ICTC committees or commission meetings upon
7 request.

8 **11.6** Comment Cards. Provider shall develop and distribute passenger comment cards.
9 Provider will respond to all comments with copies of response provided to ICTC.
10 Provider will provide statistical summaries of frequency and patterns of comments to
11 ICTC on a monthly basis.

12 **12. CUSTOMER SERVICE**

13 **12.1** Phone. Provider shall establish at least one (1) toll-free customer service telephone
14 numbers. Provider shall provide bilingual telephone information service during all
15 hours of system operation, up to one hour before and one hour after routes have started
16 and returned from daily operations. Provider will provide statistical summaries of
17 frequency and patterns of telephone comments, hold times to ICTC on a monthly basis.

18 **12.2** TDD/FAX. Provider's telephone system shall have TDD or equivalent, and FAX
19 capabilities. Provider shall publish these phone numbers in local telephone
20 directory(ies).

21 **12.3** Exclusivity of Phone Services. Provider's customer service telephone numbers shall be
22 used solely for the purpose of providing customer information, serving trip requests and
23 those activities required under the Scope of Work, and shall not be used by Provider for
24 any other purpose or business. These telephones shall be answered as specified by
25 ICTC.

26 **12.4** Rollover of Phone. Upon termination of this Agreement, such phone number shall
27 remain within the jurisdiction of ICTC.
28

1 **12.5** Bilingual Capability. Provider shall provide bilingual dispatchers or information
2 operators, and drivers who can fluently speak both the English and Spanish languages
3 and are knowledgeable of time schedules, routes and transit services of ICTC as is
4 necessary to answer customer information requests, refer passengers to other public
5 transit service providers and/or questions in a courteous, timely and professional
6 fashion.

7 **13. COORDINATION**

8 **13.1** Consultation. Provider represents itself as an expert in the field of public transit. As
9 such, Provider shall provide ICTC with minor technical assistance and consultation in
10 such matters as operating policies, funding and coordination with other transit providers
11 at no additional charge to ICTC. At no time will Provider be required to prepare
12 intensive or in-depth studies without mutually agreed-upon compensation. Periodically,
13 consultants will request information or interviews with Provider staff. Provider is
14 required to cooperate with all ICTC administered consultant projects.

15 **13.2** Service Recommendations. Provider will report to ICTC and will make
16 recommendations as to changes to improve ICTC's paratransit service on a case-by-
17 case basis. Provider may not make any permanent changes that affect the quantity,
18 quality or nature of the paratransit service without obtaining ICTC's written permission.

19 **14. MANAGEMENT**

20 **14.1** Site Supervisor/Operations Manager. ICTC shall participate in the selection or approval
21 of the person serving as Operations Manager. In the event that the Operations Manager
22 must be replaced, ICTC will participate in the selection of the replacement.

23 **14.2** Day-to-Day Operations. Provider will manage the day-to-day operation in accordance
24 with the adopted operations plan and good management practices. Management of day-
25 to-day operations of the paratransit service system will be vested in at least one local
26 Operations Manager who will be experienced in all aspects of public transit operations.
27 The Operations Manager will be responsible for managing and monitoring all aspects of
28 the paratransit service system operation including but not limited to maintenance,

1 repair, fueling, security, supply of on-line and spare vehicles, warranty work, quality of
2 service, accounting, fare collection, personnel and contract administration. Provider
3 shall supply ICTC with a twenty-four (24) hour emergency telephone number at which
4 Provider can be reached.

5 **14.3** Priority of Service. The Operations Manager shall be employed and available on a full-
6 time basis and shall consider the paratransit service as contemplated in this Agreement
7 as having priority over any other services that Provider operates.

8 **14.4** Executive Level Availability. Provider shall also designate a responsible executive
9 level employee of Provider to be available at all times, either by phone or in person, to
10 make decisions or provide coordination as necessary. This executive must be authorized
11 to act throughout the service area on behalf of Provider. This individual may not be the
12 same individual as the Operations Manager.

13 **14.5** Operational Efficiency. Provider shall seek out and implement methods of improving
14 paratransit service system operations, service and cost-effectiveness along with
15 improvements to correct deficiencies and substandard performance. After approval by
16 ICTC, results will be reported to ICTC via the monthly management summary (“MSS”)
17 report, activity report or direct memorandum, along with a summary of any corrective
18 actions that have been taken. Provider shall review and comment on plans, equipment
19 purchases, operative changes and related proposals of ICTC.

20 **15. GENERAL REPORTS AND RECORDKEEPING**

21 **15.1** Provider shall collect data on the operation of the paratransit service system and supply
22 the data separated by city area to ICTC on a monthly basis, or as may otherwise be
23 directed below. All such information supplied by Provider shall be certified as
24 accurate.

25 **15.2** Management Information System. Provider’s Management Information System
26 (“MIS”) shall utilize Word, Excel and Power Point and provide an adequate
27 methodology to gather, store, retain, calculate, compute, cross-reference and display in
28 textural, tabular and graphic form all operating, performance and financial data

1 associated with this Agreement. In addition, e-mail capability is required to
2 communicate with ICTC. ICTC uses IBM-compatible computer equipment.

3 **15.3** Monthly Reports. Provider will report the information on a monthly basis in the format
4 as described in **Annex** , (See, Annex to “IVT Ride – El Centro Paratransit Service
5 Request For Proposal” dated February 2016 - Reporting).

6 **15.4** Annual Reports. Provider will report the information on an annual basis in the format as
7 described in **Annex**, (See, Annex to “IVT Ride – El Centro Paratransit Service Request
8 For Proposal” dated February 2016 - Reporting).

9 **15.5** Miscellaneous Reports. In addition to the monthly and annual reporting, Provider shall
10 supply any and all reports necessary to comply with requirements of ICTC and other
11 local, State or Federal authorities. These reports will include but not be limited to all
12 required California Air Resource Board Urban Bus Operators Emission Requirements,
13 California Transportation Development Act and Federal Transit Administration
14 (“FTA”) and National Transit Database reporting requirements.

15 **15.6** Accident Reporting. Provider shall provide ICTC with immediate telephone
16 notification of accidents. Provider shall forward written copies of accident reports
17 within one (1) business day for injury accidents and three (3) business days for non-
18 injury accidents. Provider shall also forward all California Highway Patrol (“CHP”)
19 Safety Compliance Reports within two (2) business days after CHP submission to
20 Provider.

21 **15.7** Survey/Study/Analysis Data. ICTC may periodically conduct surveys of ridership
22 during the term of this Agreement. These surveys may determine matters including
23 socioeconomic, origination and destination and fare-type characteristics of paratransit
24 service system users. Provider shall cooperate in the conduct of all surveys, including
25 having its in-service drivers participate where operationally possible, at no additional
26 charge to ICTC.

27 **15.8** Proprietary Restriction. Provider agrees that all information it must furnish pursuant to
28 this Agreement shall be free from proprietary restrictions unless identified during

1 negotiation and mutually agreed-upon. Provider further agrees that other such data is
2 public and in the public domain.

3 **15.9** Maintenance of Data. Provider shall maintain accurate and complete books, records,
4 data and documents on generally-accepted accounting principles in accordance with
5 Uniform System of Accounts and Records adopted by the State Controller pursuant to
6 Section 99243 of the Public Utilities Code, and as required by ICTC or the California
7 Department of Transportation (“Cal Trans”). Such records shall be kept in such detail
8 and form so as to meet applicable local, State and Federal requirements.

9 **15.10** Accountability. A complete and separate set of books, accounts and/or records shall be
10 maintained by Provider, which records shall show details of transactions pertaining to
11 the management, maintenance and operation of only this paratransit service system
12 under the terms of this Agreement. Paratransit service system transactions shall not be
13 co-mingled with Provider’s other operations. Provider’s records shall be kept with
14 sufficient detail to constitute an audit trail to verify that any and all costs charged to the
15 paratransit service system created by this Agreement are in fact due to operations
16 pursuant to this Agreement, and not due to separate or charter operations by Provider.
17 Auditors from ICTC will perform a random audit of the financial records of the
18 paratransit service on an annual basis.

19 **15.11** Maintenance Records. Provider shall keep and maintain all work orders, warranty
20 dockets and maintenance records on vehicles and equipment, separated by vehicle, until
21 this Agreement is terminated. Provider shall release all such documents to ICTC upon
22 request or upon termination of this Agreement.

23 **15.12** Access. ICTC, Caltrans, FTA and the Comptroller General of the United States, or any
24 of their duly authorized representatives, shall have access to any books, documents,
25 papers, and records of Provider which are directly pertinent to this Agreement for the
26 purpose of making audit, examination, excerpts, and transcription of Provider’s files.
27 Provider shall maintain all these records for a period of at least five (5) years following
28

1 the close-out of this Agreement to allow for audits, examinations, excerpts and
2 transcriptions of Provider's files.

3 **16. MAINTENANCE, EQUIPMENT AND SUPPLIES**

4 **16.1** Provider shall provide all facilities, tools, equipment, tires, fuel, oil, batteries, parts,
5 cleaning supplies, office supplies, office equipment and such other items or materials
6 required to professionally operate ICTC's paratransit services, including phone system
7 and service.

8 **16.2** Provider shall provide, operate and maintain the radio communications system for the
9 paratransit service, including but not limited to, securing of Federal Communications
10 Commission ("FCC") frequency, base station, transmitter, repeater if needed, and a
11 mobile unit for each vehicle and a spare. Provider must comply with ICTC policies and
12 FCC procedures for radio use.

13 **16.3 VEHICLE MAINTENANCE**

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

- 19 • Preventative Maintenance
- 20 • Mechanical Maintenance
- 21 • Zero Tolerance Graffiti Removal
- 22 • Cleaning Program
- 23 • Engine and Transmission
- 24 • Quality Control
- 25 • Warranties on New Buses
- 26 • Interior Bus Maintenance (Seats, Driver Seats, Floors)
- 27 • Wheelchair Lift/Ramp Maintenance
- 28 • Farebox Maintenance
- Tire Servicing
- Wheel Cleaning
- Maintenance Performance Analysis
- Maintenance Reporting

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

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

20 **16.3.1 MAINTENANCE PERSONNEL**

21 Maintenance personnel assigned to work on ICTC-owned and other contractor
22 buses shall have thorough knowledge of:

- 23 • Bus engines, transmissions, and related mechanical parts.
- 24 • Methods and procedures used in servicing mechanical equipment.
- 25 • Bus chassis and bodies.
- 26 • Tools, precision instruments, equipment, and procedures used in the general
27 repair and maintenance of bus equipment.
- 28

- Decimals, fractions, and specifications related to bus mechanics.
- Specialized areas such as upholstery, brake relining, air conditioning, wheelchair lift or device, fareboxes, electronic destination signs, and laptop computer diagnostic programming.

16.3.2 MAINTENANCE PERSONNEL SKILLS

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

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

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

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

16.3.3 PREVENTIVE MAINTENANCE

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

PMI intervals shall be at the following inspection mileages:

- **A 3,000 miles or 45 days**
- **B 6,000 miles**

- C 24,000 miles
- D 48,000 miles

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

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

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

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

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

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

16.3.4 MECHANICAL MAINTENANCE PROGRAM

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

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

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

22 At a minimum, the Maintenance Program must provide that:

23 **16.3.4.1** All wheelchair lifts, ramps, and other accessibility-related
24 equipment shall be inspected, serviced and lubricated at intervals
25 necessary to insure that all accessibility features are fully
26 operational whenever the vehicle is used in revenue service.

27 **16.3.4.2** Fareboxes, radios, destination signs, public address systems,
28 request-to-stop systems, and passenger doors shall be inspected,

1 serviced and lubricated at intervals necessary to ensure that this
2 equipment is fully operational as designed whenever the vehicle
3 is used in revenue service.

4 **16.3.4.3** At scheduled oil change intervals, a laboratory engine and
5 transmission oil analysis shall be performed on every ICTC-
6 provided bus engine or transmission. The analysis program used
7 by Provider shall be subject to approval by ICTC.

8 **16.3.4.4** Brake inspections and adjustments shall be performed at intervals
9 that insure the safe and efficient operation of the braking system.
10 Brakes must be fully inspected, at a minimum, of 3,000 miles at
11 the “A” inspection.

12 **16.3.4.5** All components of the bus bodies, appurtenances, and frames
13 shall be maintained in a safe, sound and undamaged condition at
14 all times. Damage (including body damage and all bus
15 appurtenances) shall be repaired in a professional manner within
16 three weeks (21 calendar days) of occurrences. In the event that
17 the repairs cannot be made within three weeks due to the severity
18 of damage, and/or backorder of parts not typically in Provider’s
19 inventory, Provider shall work with ICTC to establish a
20 reasonable schedule for completion.

21 **16.4** All mechanical, electrical, fluid, air, and/or hydraulic systems shall be maintained in a
22 safe and fully functional (as designed) condition at all times.

23 **16.5** The interior passenger compartment shall be free of exhaust fumes from the engine,
24 engine compartment, and exhaust system of the bus at all times.

25 **16.6** Heating, ventilation and air conditioning (HVAC) systems shall be maintained and used
26 to insure that the passenger compartment temperature is comfortably maintained under
27 all climatic conditions at all times during revenue service. Provider shall maintain the
28 A/C systems in an operable condition throughout the entire year.

- 1 **16.7** Bicycle racks (front two position SportWorks) are provided on all buses provided for
2 this service. Provider shall maintain bicycle racks in good working order. Racks shall
3 be inspected every 3,000 miles with the “A” PMI. Racks may need to be sanded,
4 repainted or polished, or replaced (if not easily repaired).
- 5 **16.8** Provider, as manager of the fleet, shall establish and maintain a spare parts inventory
6 based on the age and variety of vehicles, sufficient to ensure that peak hour vehicle
7 requirements are met. Vehicles may not be used to supply spare parts for other buses.
- 8 **16.9** ICTC may remove a vehicle from revenue service if ICTC determines that maintenance
9 on any vehicle is not in conformity with the Agreement.
- 10 **16.10** Provider, as an agent for ICTC in the case of warranted equipment, will be responsible
11 for ensuring that the vehicle manufacturers and all component manufacturers perform or
12 reimburse Provider for all parts and labor, which are covered under warranty. Provider
13 shall diligently follow the preventative maintenance program so any warranty coverage
14 on ICTC-owned or provided equipment is not lessened or invalidated.
- 15 **16.11** Upon completion or termination of the Agreement for any reason, Provider shall return
16 vehicles and all other ICTC-provided equipment to ICTC less reasonable wear-and-tear,
17 as determined by accepted bus industry standards and approved by ICTC.
- 18 **16.12** Driver and passenger seats shall be maintained in proper operating condition at all
19 times. It shall include, at a minimum, inspection, repair, and replacement for seat
20 cushions, frames, armrests, and all electrical, mechanical, and pneumatic components.
21 All rips, tears, cuts, gum, graffiti and other damage shall be cleaned and/or repaired in a
22 professional manner immediately upon their discovery. Provider shall replace seat
23 covers that are worn or cannot be professionally repaired, using materials that are
24 identical in design and color as those materials being replaced.
- 25 **16.13** Provider is responsible for all towing services related to this AGREEMENT.
- 26 **16.14** Tire maintenance and replacement are the responsibility of the Provider. Any new
27 buses delivered during the Agreement will be delivered with tires purchased by ICTC as
28

1 part of the bus procurement. Any replacements for these original tires will be the
2 responsibility of the Provider when the original tires require replacement.

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

7 **16.16** MAINTENANCE SHOP PRACTICES

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

10 **16.16.1** Tires shall always be matched (by manufacturer, size, and tread pattern) on each
11 axle. Provider shall follow manufacturer's recommended guidelines for wheel
12 maintenance and cleaning. Provider shall clean all wheels weekly and re-paint
13 steel wheels as necessary.

14 **16.16.2** Broken or cracked glass or window liners shall be replaced immediately upon
15 discovery. No buses shall enter into revenue service with broken or cracked
16 glass at any time. Scratched or etched glass or window liners shall be replaced
17 weekly, unless significant damage or offensive in nature, which shall require
18 immediate replacement.

19 **16.16.3** Bus Brake Replacement

20 **16.16.3.1** Both brakes on an axle will be replaced at the same time.

21 **16.16.3.2** Wheel seals will be replaced with every brake job, and bearings
22 will be checked.

23 **16.16.4** Other

24 **16.16.4.1** Cradle motor mounts shall be replaced in pairs.

25 **16.16.4.2** Radiators shall be re-cored or replaced at the time of engine
26 replacement.

27 **16.16.4.3** Bus maintenance and storage facilities shall be free of
28 freestanding water. All oil, grease, fluids, dirt, trash, rags, boxes,

1 etc. shall be removed from bus maintenance and storage facilities
2 daily. ICTC may inspect shop condition on a regular basis.

3 **16.17 BUS MAINTENANCE RECORD KEEPING**

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

6 Year and Make

7 Model

8 Serial number/ICTC fleet number

9 License number

10 Vehicle Identification Number (VIN)

11 Date received

12 Date placed in service

13 Annual miles

14 Contract miles

15 Life miles

16 Major Component Rebuild and Replacement including date and life-
17 miles

18 Vehicle repairs

19 Preventive Maintenance Inspection Reports

20 Daily "Bus Condition" reports

21 Work Orders

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

25 Copies of the "Preventive Maintenance Inspection" report will be submitted to ICTC on
26 a quarterly basis, if so requested by ICTC. ICTC shall coordinate with Provider for
27 submittal of selected summary type reports from the computerized maintenance system.

28 Any Daily Bus Report shall be submitted to ICTC upon request. Provider shall submit

1 the entire vehicle file, or selected reports, from the maintenance software system to
2 ICTC upon request. The computerized maintenance software system must be backed
3 up regularly.

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

7 **16.18 SAFETY**

8 **16.18.1**ICTC will require that the Motor Carrier Unit of the CHP annually prepare and
9 submit to ICTC a Safety Compliance Report (CHP 343) and Vehicle Inspection
10 Reports (CHP 343A). Provider shall fully cooperate with, and allow access as
11 requested to, any CHP officer, or agent, for the purposes of preparing the CHP
12 343. Provider must attain satisfactory ratings in each category of the Safety
13 Compliance Report. Provider must expeditiously correct any deficiencies noted
14 on any CHP vehicle or terminal inspection report.

15 **16.18.2**ICTC requires that Provider regularly inspect and maintain all safety equipment
16 used or required in the fulfillment of this Agreement. Provider is responsible for
17 purchasing, at its own cost, replacement fire extinguishers, first aid kits, first aid
18 kit refill supplies, and triangle reflector kits sufficient to ensure that spares are
19 always available and that the operation maintains compliance with local, state,
20 and federal safety regulations. Drivers' daily vehicle inspection shall include a
21 check of the fire extinguisher and triangle reflector kit. Used, missing, or
22 broken items must be replaced as soon as practicable. All vehicle and facility
23 fire extinguishers shall be inspected and tagged no less frequently than annually.
24 First aid kits shall be inspected and professionally serviced at least once per
25 year.

26 **16.19 ICTC REIMBURSEMENT OF ENGINE AND TRANSMISSION REBUILD COSTS**

27 ICTC recognizes that during the term of this Agreement, engines and/or transmissions
28 of ICTC-owned buses not under warranty may have to be rebuilt or replaced. If

1 Provider determines that an engine or transmission needs to be rebuilt or replaced, the
2 Provider shall notify ICTC, in writing, detailing the reasons for such a determination
3 including pertinent information from the vehicle file and a detailed cost estimate. An
4 outside vendor may be used if deemed cost effective after consultation and approval by
5 ICTC.

6 **16.19.1**After review, ICTC may direct Provider in writing, to proceed with the
7 recommended work.

8 **16.19.2**Provider will only be permitted to pass through to ICTC the costs related to any
9 engine or transmission work accomplished following the above-mentioned
10 procedure. ICTC will not be liable for any costs if Provider does not follow the
11 above-mentioned procedure. Provider must submit a detailed invoice to ICTC
12 for all such work.

13 **16.19.3**If ICTC determines that such work is necessary due to poor maintenance
14 performance by Provider, ICTC will not be liable for any costs.

15 **16.19.4**Provider shall remain responsible for all costs related to repair or replacement of
16 any engine-driven part including, but not limited to, generators, hydraulic
17 pumps, water pumps, fuel pumps, valve covers, oil pans, alternators, voltage
18 regulators, air compressors, air-conditioning compressors, vacuum pumps,
19 starter motors, and turbocharger. Provider shall also remain responsible for all
20 costs related to repair or replacement of transmission-related parts including, but
21 not limited to, oil coolers, external oil lines, external filters, external linkage
22 modulators, external speedometers/odometers, "driven" gears or sensors, neutral
23 start switches, and temperature sensors.

24 **17. FACILITIES**

25 **17.1** All facilities and arrangements including office space, furniture, dispatch, maintenance
26 bays, paved, secured and lighted parking areas, storage, on/off site fueling, radio,
27 telephone and computer connections are the responsibility of Provider and shall be
28 sufficient to support the operation of the paratransit services described herein.

1 17.2 Provider shall ensure that facilities provided are maintained as needed to ensure a safe,
2 hygienic, professional and attractive working environment that is in compliance with
3 local, State and Federal regulations.

4 17.3 Paratransit services will be operated on an intracity basis. Vehicles dispatched out of
5 the facilities will travel to various destinations prior to the start of operations. ICTC
6 does not specify a preference for location; however, the location will be evaluated for
7 practicality and functionality for the administration, operations and maintenance of the
8 system.

9 17.4 Provider shall locate facilities so as to be able to bring a back-up vehicle into service
10 within twenty (20) minutes from the location.

11 17.5 The facilities are not expected to serve the walk-in passenger but provide a centralized
12 site for operations and a distribution point for the sale of passes and brochures.

13 **18. VEHICLES**

14 18.1 ICTC shall supply all revenue vehicles for the services. Provider shall supply all non-
15 revenue service hour vehicles. See Vehicles for Exhibit “_”: “IVT RIDE - El Centro –
16 Scope of Work and Service Implementation”. Provider must examine the paratransit
17 service schedule to provide maximum utilization of vehicles and related equipment.

18 18.2 For all services provided under this Agreement, Provider must maintain vehicles with
19 adequate air-conditioning and passenger comfort on-board at all times.

20 18.3 For all services provided under this Agreement, ICTC may inspect vehicles on- or off-
21 route and pull a vehicle out of service at any time due to safety violations, lack of air
22 conditioning, lack of functional wheel chair lift or other condition that impacts the
23 health and welfare of passengers.

24 **19. PERSONNEL**

25 19.1 Provider shall provide all management, office staff, drivers, dispatchers, mechanics,
26 maintenance clerks, cleaners, service workers, telephone information operators, road
27 supervisors and such other personnel necessary to responsibly operate ICTC’s
28 paratransit services system, including any onboard security or supervision. It is

1 understood that Provider may subcontract components of its operations; however, no
2 such subcontract shall relieve Provider from responsibility to ensure compliance with
3 the terms of this Agreement.

4 **19.2** Provider will recruit, screen, hire, discipline and train personnel as necessary, conduct
5 monthly safety and other related employee meetings as necessary and perform liaison
6 activities with ICTC and other agencies related to execution of this Agreement. A copy
7 of employee benefits, work rules and union contracts shall be provided to ICTC.
8 Provider shall meet and coordinate with ICTC on a frequent basis.

9 **19.3** Provider shall supervise all drivers to the end that they are courteous to all patrons at all
10 times and respond to patrons' questions regarding use of the transit system or
11 connecting systems accurately.

12 **19.4** Provider shall provide ICTC with an organizational chart prior to start-up. After
13 startup, Provider shall provide a list of drivers' names and update said list monthly.
14 Provider shall not place a driver into service without the driver first completing
15 Provider's training program as outlined in Paragraph 21. Failure to comply with this
16 section may result in termination of this Agreement.

17 **20. TRAINING**

18 **20.1.** Provider shall provide full training for Provider's drivers. This training shall be a
19 minimum of eighty (80) hours per employee, of which at least thirty (30) hours shall be
20 behind the wheel. This training must be completed before a driver can enter
21 unsupervised passenger service. Provider shall maintain and certify driver records,
22 subject to review by ICTC and CHP.

23 **20.2** All Provider employees, including dispatchers and supervisor(s), shall be trained and
24 certified as drivers. Such training shall meet all requirements of the State of California,
25 including but not limited to obtaining an original or renewal GPPV and a commercial
26 drivers license. A detailed description of Provider's proposed training program shall be
27 submitted to ICTC within thirty (30) days of the execution of this Agreement.
28

1 Provider's training plan shall provide a minimum of eight (8) hours of annual refresher
2 training per driver.

3 **20.3** Provider shall conduct classroom training in at least the following areas: multi-media
4 first aid training, cardiopulmonary resuscitation ("CPR"), National Safety Council (or
5 approved equivalent) defensive driving course, customer service, sensitivity/empathy
6 training, emergency and accident procedures and wheelchair loading and securement
7 procedures.

8 **20.4** Provider will have all drivers obtain a class of drivers license as required by law, and
9 certification in CPR and first aid. All Provider employees must pass a pre-employment
10 physical examination, paid for by Provider, prior to start of training. All of Provider's
11 drivers shall be subject to a pre-employment background check, a review of their
12 California Department of Motor Vehicle records and GPPV certification.

13 **20.5** Drivers will be trained by a trainer or trainers who are certified by the National Safety
14 Council (or other approved agency) to instruct the defensive driving course and are
15 certified by either the American Heart Association or Red Cross (or another approved
16 agency) to instruct the drivers in first aid and CPR. Provider shall certify their trainer in
17 customer service, sensitivity training, emergency and accident procedures and
18 wheelchair loading and securement procedures, or as may otherwise be required by
19 local, State or Federal law or regulations.

20 **20.6** Provider shall require all drivers to attend a monthly safety meeting that shall be a
21 minimum of one (1) hour in duration. Provider shall implement a planned program of
22 safety retraining to be conducted at the safety meetings. ICTC and its representatives
23 shall be allowed to attend said safety meetings.

24 **21. LICENSES**

25 **21.1** Provider shall provide and maintain licenses for its radio system.

26 **21.2** Provider shall be responsible for any locally required business or other licenses,
27 including Federal Communications Commission (FCC) and Public Utilities
28 Commission certificates as required and necessary. Provider shall also be solely

1 responsible for any parking and traffic violations of vehicles operated in connection
2 with ICTC's paratransit program.

3 **22. UNIFORMS**

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

11 **23. SAFETY AND SECURITY**

12 **23.1** Provider shall be responsible for the safety and security of passengers during operations
13 and for all related equipment and facilities. Provider shall develop specific procedures
14 that define the safety and security program for ICTC's paratransit services. Safety and
15 organizational meetings shall be held with all Provider employees at least once per
16 month.

17 **23.2** Provider shall report all hazardous conditions (e.g., trees, signs, slides, etc.) in the
18 service area to ICTC and any other appropriate authority and take necessary precautions
19 to safeguard passengers and personnel.

20 **23.3** Provider shall comply with all CHP and State and Federal Occupational Health and
21 Safety Administration requirements. Provider shall not permit drivers to bear weapons
22 of any type while operating a vehicle under this contract.

23 **24. INSURANCE REQUIREMENTS:**

24 **24.1** Throughout the life of this Agreement, Provider shall pay for and maintain in full force
25 and effect all policies of insurance required hereunder with an insurance company(ies)
26 either (i) admitted by the California Insurance Commissioner to do business in the State
27 of California and rated not less than "A- VII" in Best's Insurance Rating Guide, or (ii)
28

1 authorized by ICTC's Executive Director or his/her designee at any time and in his/her
2 sole discretion. The following policies of insurance are required:

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

10 \$20,000,000 per occurrence for bodily injury and property damage

11 \$20,000,000 per occurrence for personal and advertising injury

12 \$20,000,000 aggregate for products and completed operations

13 \$20,000,000 general aggregate

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

- 19 (iii) GARAGEKEEPERS LIABILITY insurance which shall include coverage for all ICTC
20 vehicles in the care, custody, and control of the Provider with limits of liability of not
21 less than \$1,000,000 per occurrence and \$2,000,000 general aggregate.

- 22 (iv) FIDELITY BOND/CRIME insurance which shall be at least as broad as the most
23 current version of Insurance Services Office (ISO) Commercial Crime Coverage Form
24 CR 00 20 and include coverage for employee theft, forgery or alteration, inside the
25 premises – theft of money and securities, inside the premises – robbery or safe burglary,
26 outside the premises, computer fraud, funds transfer fraud and money orders and
27 counterfeit paper currency, with limits of liability of not less than \$100,000 per
28 claim/occurrence.

1 (v) WORKERS' COMPENSATION insurance as required under the California Labor
2 Code.

3 (vi) EMPLOYERS' LIABILITY insurance with limits of liability of not less than
4 \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each
5 employee.

6 **24.2** Should Provider maintain higher limits than the minimum limits shown above, ICTC
7 requires and shall be entitled to coverage for the higher limits maintained by Provider.
8 Any available insurance proceeds in excess of the specified minimum limits of
9 insurance and coverage shall be available to ICTC.

10 **24.3** In the event Provider purchases an Umbrella or Excess insurance policy(ies) to meet the
11 minimum limits of insurance set forth above, this insurance policy(ies) shall "follow
12 form" and afford no less coverage than the primary insurance policy(ies).

13 **24.4** Provider shall be responsible for payment of any deductibles contained in any insurance
14 policies required hereunder and Provider shall also be responsible for payment of any
15 self-insured retentions. Any deductibles or self-insured retentions must be declared to,
16 and approved by, the ICTC's Executive Director or his/her designee. At the option of
17 the ICTC's Executive Director or his/her designee, either: (i) the insurer shall reduce or
18 eliminate such deductibles or self-insured retentions as respects to ICTC, its board
19 members, officers, employees, agents and volunteers, and Cities and their elected
20 officials, officers, employees, agents and volunteers: or (ii) Provider shall provide a
21 financial guarantee, satisfactory to ICTC's Executive Director or his/her designee,
22 guaranteeing payment of losses and related investigations, claim administration and
23 defense expenses. At no time shall ICTC or Cities be responsible for the payment of
24 any deductibles or self-insured retentions.

25 **24.5** All policies of insurance required hereunder shall be endorsed to provide that the
26 coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except
27 after 30 calendar day written notice has been given to ICTC. Upon issuance by the
28 insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in

1 coverage or in limits, Provider shall furnish ICTC with a new certificate and applicable
2 endorsements for such policy(ies). In the event any policy is due to expire during the
3 work to be performed for ICTC, Provider shall provide a new certificate, and applicable
4 endorsements, evidencing renewal of such policy not less than 15 calendar days prior to
5 the expiration date of the expiring policy.

6 **24.6** The General Liability and Automobile Liability insurance policies shall be written on an
7 occurrence form and shall name ICTC, its board members, officers, employees and
8 agents as an additional insured. Such policy(ies) of insurance shall be endorsed so
9 Provider's insurance shall be primary and no contribution shall be required of ICTC.
10 The coverage shall contain no special limitations on the scope of protection afforded to
11 ICTC, its board members, officers, employees and agents. Garagekeepers Liability
12 insurance shall be written on a direct primary coverage form and include comprehensive
13 and collision coverage. The Workers' Compensation insurance policy shall contain a
14 waiver of subrogation as to ICTC, its board members, officers, employees and agents.

15 **24.7** Provider shall furnish ICTC all certificate(s) and applicable endorsements effecting
16 coverage required hereunder. All certificates and applicable endorsements are to be
17 received by ICTC and approved by ICTC's Executive Director or his/her designee prior
18 to ICTC's execution of the Agreement and before work commences. Upon request of
19 ICTC, Provider shall immediately furnish ICTC with a complete copy of any insurance
20 policy required under this Agreement, including all endorsements, with said copy
21 certified by the underwriter to be a true and correct copy of the original policy. This
22 requirement shall survive expiration or termination of this Agreement.

23 **24.8** If at any time during the life of this Agreement or any extension, Provider or any of its
24 subcontractors fail to maintain any required insurance in full force and effect, all work
25 under this Agreement shall be discontinued immediately, and all payments due or that
26 become due to Provider shall be withheld until notice is received by ICTC that the
27 required insurance has been restored to full force and effect and that the premiums
28

1 therefore have been paid for a period satisfactory to ICTC. Any failure to maintain the
2 required insurance shall be sufficient cause for ICTC to terminate this Agreement. No
3 action taken by ICTC hereunder shall in any way relieve Provider of its responsibilities
4 under this Agreement.

5 **24.9** The fact that insurance is obtained by Provider shall not be deemed to release or
6 diminish the liability of Provider, including, without limitation, liability under the
7 indemnity provisions of this Agreement. The duty to indemnify ICTC shall apply to all
8 claims and liability regardless of whether any insurance policies are applicable. The
9 policy limits do not act as a limitation upon the amount of indemnification to be
10 provided by Provider. Approval or purchase of any insurance contracts or policies shall
11 in no way relieve from liability nor limit the liability of Provider, its principals, officers,
12 employees, agents, persons under the supervision of Provider, vendors, suppliers,
13 invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or
14 indirectly by any of them.

15 **24.10** If Provider should subcontract all or any portion of the services to be performed under
16 this Agreement, Provider shall require each subcontractor to provide insurance
17 protection in favor of ICTC, its board members, officers, employees and agents in
18 accordance with the terms of each of the preceding paragraphs, except that the
19 subcontractors' certificates and endorsements shall be on file with Provider and ICTC
20 prior to the commencement of any work by the subcontractor.

21 **25. TERMINATION**

22 **25.1 TERMINATION FOR CONVENIENCE**

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

27 **25.2 TERMINATION FOR DEFAULT**

28 If PROVIDER fails to perform the services within the time specified in this Agreement

1 or any extension or if PROVIDER fails to comply with any other provisions of this
2 Agreement, ICTC may terminate this Agreement for default. ICTC shall terminate by
3 delivering to PROVIDER a Notice of Termination specifying the nature of default.
4 PROVIDER will only be paid the contract price for services performed in accordance
5 with the manner of performance set forth in the Agreement.

6 If this Agreement is terminated while PROVIDER has possession of ICTC's property,
7 PROVIDER shall, upon direction of ICTC, protect and preserve the property until
8 surrendered to ICTC or its agent. ICTC and PROVIDER shall agree on payment for the
9 preservation and protection of property. Failure to agree on the amount will be resolved
10 under Paragraph 34 of this Agreement.

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

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

16 **25.3 OPPORTUNITY TO CURE**

17 ICTC shall in the case of a termination for breach or default, allow PROVIDER thirty
18 (30) days in which to cure the defect. In such case, the notice of termination will state
19 the time period in which cure is permitted and other appropriate conditions.

20 If PROVIDER fails to remedy to ICTC's satisfaction the breach or default of any of the
21 terms, covenants, or conditions of this Agreement within thirty (30) days after receipt
22 by PROVIDER of written notice from ICTC setting forth the nature of said breach or
23 default, ICTC shall have the right to terminate the Agreement without any further
24 obligation to PROVIDER. Any such termination for default shall not in any way
25 operate to preclude ICTC from also pursuing all available remedies against PROVIDER
26 and its sureties for said breach or default.

27 In the event that ICTC elects to waive its remedies for any breach by PROVIDER of
28 any covenant, term or condition of this Agreement, such waiver by ICTC shall not limit

ICTC's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

26. FUTURE CONTRACTUAL SERVICE ADJUSTMENTS.

The service provided is dictated by the ridership demand and economics of the annual budget process. After a contract has been executed, service demand may increase or decrease. Adjustments within the original scope of work may take place to the contracted revenue service days or hours that will affect the service pricing. The ICTC or the Provider may initiate a discussion to adjust the level(s) of service. Pricing for a service hour increase or decrease modification will be based on the cost per hour in effect for that fiscal year, as agreed and submitted in the proposal submitted entitled "IVT RIDE – El Centro Paratransit Services Proposal" dated February 2016. Contact service modifications, subsequent extensions, agreement terms and subsidy are subject to criteria. Criteria for determining and evaluating the appropriateness of the modification or extension will be reviewed and approved by the ICTC Commission and Caltrans. Changes will not be made outside of the scope of work of this project. Changes will not be made to the contract during the first thirty (30) days of operation. Changes may not be made unilaterally or solely at the request of a passenger.

27. EMPLOYEE WORK RULES

Provider shall enforce the following employee rules:

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

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

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

27.4 General Rules

27.4.1 No one will be permitted to smoke, eat or drink aboard vehicles at any time.

This includes passengers and staff.

- 1 **27.4.2** Boisterous language, profanity or incivility to anyone shall not be allowed while
2 Provider employees are uniform and on- or off-duty.
- 3 **27.4.3** While in uniform, no Provider employee shall purchase, consume or be under
4 the influence of any narcotic, intoxicant, or harmful drug.
- 5 **27.4.4** Drivers shall be responsible for keeping all vehicles clean and sanitary during
6 their shift.
- 7 **27.4.5** All Provider employees are responsible for reporting any defects noted in any
8 vehicle to the supervisor and maintenance department immediately. Drivers
9 shall conduct a “walk-around” and an in-vehicle inspection of their vehicle and
10 fill out a form approved by ICTC for denoting the results of such inspection(s)
11 daily. Drivers shall have maintenance or management personnel resolve any
12 doubt about the safety of a vehicle prior to placing a vehicle in passenger
13 service.
- 14 **27.4.6** Employees may use vehicles only in accordance with their assigned duties.
- 15 **27.4.7** Employees must conduct themselves and operate vehicles in a safe and
16 courteous manner at all times.
- 17 **27.4.8** No one shall be permitted to solicit on the vehicle.
- 18 **27.4.9** No item longer than five (5) feet will be permitted on the vehicle.
- 19 **27.4.10** All information regarding accidents shall be confidential. Employees shall
20 refrain from speaking to anyone concerning any accident unless it is to police,
21 supervisory personnel, or other person(s) involved in the accident as required by
22 law.
- 23 **27.4.11** Persons under the influence of any intoxicant, narcotic, or harmful drug shall
24 not be permitted on the vehicle.
- 25 **27.4.12** Drivers providing service will be required to travel per daily dispatched routes
26 and maintain time schedules. If it becomes necessary to leave the route, the
27 dispatcher or immediate supervisor shall be notified immediately. No run shall
28 be cut short.

1 **27.4.13** Drivers will provide the assistance required to help elderly and disabled persons
2 boarding and de-boarding vehicles, moving to their seat and/or maneuvering and
3 securing wheelchairs. Under no circumstances will drivers enter a passenger’s
4 residence or physically lift a passenger.

5 **27.4.14** No vehicle shall be operated when its condition is unsafe or uncertain.

6 **27.4.15** No driver shall operate the wheelchair lift until he/she has received the required
7 training and if there is any doubt whatsoever about the mechanical condition of
8 the lift or safety of the passenger as a result from using the lift. Wheelchair lift
9 operation shall be in compliance with the methodology recommended by the
10 organizational equipment manual.

11 **28. ICTC POLICIES AND STANDARDS**

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

15 **29. CONFLICT OF INTEREST**

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

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

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

26 **30.1. Drug And Alcohol Testing (49 U.S.C. § 5331, 49 CFR Part 655).** Provider agrees to
27 establish and implement a drug and alcohol testing program that complies with 49
28 United States Code (“U.S.C.”) §5331 and 49 Code of Federal Regulations (“CFR”) Part

1 655. Provider agrees to produce any documentation necessary to establish its
2 compliance with Part 655 and permit any authorized representative of the United States
3 Department of Transportation (“US DOT”) or its operating administrations, the State
4 Oversight Agency of State of California or ICTC to inspect the facilities and records
5 associated with the implementation of the drug and alcohol testing program as required
6 under 49 CFR Part 655 and review the testing process. Provider further agrees to
7 annually certify its compliance with Part 655 to ICTC on or before January 15 of each
8 year this Agreement is in effect.

9 **30.2** Buy American Requirements (49 U.S.C. §5323 (j), 49 CFR Part 661). Provider agrees
10 to comply with 49 U.S.C §5323 (j) and 49 CFR Part 661, which provide that Federal
11 funds may not be obligated unless steel, iron and manufactured products used in FTA-
12 funded projects are produced in the United States, unless a waiver has been granted by
13 FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR
14 Part 661.7 and include but are not limited to, final assembly in the United States for 15-
15 passenger vans and 15-passenger wagons produced by Chrysler Corporation,
16 microcomputer equipment, software and small purchases (currently less than one
17 hundred thousand dollars (\$100,000)) made with capital, operating or planning funds.
18 Separate requirements for rolling stock are provided in §5323 (j)(2)(C) and 49 CFR Part
19 661.11. Rolling stock not subject to a general waiver must be manufactured in the
20 United States and have a 60 percent (60%) domestic content.

21 **30.3** Charter Bus Requirements/Charter Service Operations (49 U.S.C. §5323(d), 49 CFR
22 Part 604). Provider agrees to comply with 49 U.S.C. §5323(d) and 49 CFR Part 604,
23 which provides that recipients and subrecipients of FTA assistance are prohibited from
24 providing charter service using federally-funded equipment or facilities if there is at
25 least one (1) private charter operator willing and able to provide the service, except
26 under one of the exceptions at 49 CFR Part 604.9. Any charter service provided under
27 one of the exceptions must be “incidental” (i.e., it must not interfere with or detract
28 from the provisions of mass transportation).

1 **30.4** School Bus Requirements/School Bus Operations (49 U.S.C. §5323 (f), 49 CFR Part
2 605). Pursuant to 49 U.S.C. §5323(f) and 49 CFR Part 605, recipients and subrecipients
3 of FTA assistance may not engage in school bus operations exclusively for the
4 transportation of students and school personnel in competition with private school bus
5 operators unless qualified under specified exemptions. When operating exclusive
6 school bus service under an allowable exemption, recipients and subrecipients may not
7 use federally funded equipment, vehicles, or facilities.

8 **30.5** Energy Conservation Requirements (42 U.S.C. §6321 *et seq.*, 49 CFR Part 18).
9 Provider agrees to comply with mandatory standards and policies relating to energy
10 efficiency that are contained in the state energy conservation plan issued in compliance
11 with the Energy Policy and Conservation Act.

12 **30.6** Clean Water Requirements (33 U.S.C. §1251).

13 **30.6.1** Provider agrees to comply with all applicable standards, orders or regulations
14 issued pursuant to the Federal Water Pollution Control Act, as amended, 33
15 U.S.C. §1251 *et seq.* Provider agrees to report each violation to ICTC and
16 understands and agrees that ICTC will, in turn, report each violation as required
17 to assure notification to FTA and the appropriate EPA regional office.

18 **30.6.2** Provider also agrees to include Paragraph 26.6.1 in each subcontract exceeding
19 one hundred thousand dollars (\$100,000) financed in whole or in part with
20 Federal assistance provided by FTA.

21 **30.7** Lobbying (31 U.S.C. §1352, 49 CFR Part 20)/Byrd Anti-Lobbying Amendment, 31
22 U.S.C. §1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be
23 codified at 2 U.S.C. §1601, *et seq.*]. Contractors who apply or bid for and award of one
24 hundred thousand dollars (\$100,000) or more shall file the certification required by 49
25 CFR Part 20, “New Restrictions on Lobbying.” Each tier certifies to the tier above that
26 it will not and has not used Federal appropriated funds to pay any person or
27 organization for influencing or attempting to influence an officer or employee of any
28 agency, a member of Congress, officer or employee of Congress, or an employee of a

1 member of Congress in connection with obtaining any Federal contract, grant or any
2 other award covered by 31 U.S.C. §1352. Each tier shall also disclose the name of any
3 registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts
4 on its behalf with non-Federal funds with respect to that Federal contract, grant or
5 award covered by 31 U.S.C. §1352. Such disclosures are forwarded from tier to tier up
6 to the recipient.

7 **30.8 Federal Changes (49 CFR Part 18).** Provider shall at all times comply with all
8 applicable FTA regulations, policies, procedures and directives, including without
9 limitation those listed directly or by reference in any agreement between ICTC and
10 FTA, as they may be amended or promulgated from time to time. Provider's failure to
11 so comply shall constitute a material breach of this Agreement.

12 **30.9 Clean Air (42 U.S.C. §7401 *et seq.*, 40 CFR Part 15.61, 49 CFR Part 18).**

13 **30.9.1** Provider agrees to comply with all applicable standards, orders or regulations
14 issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401 *et seq.*
15 Provider agrees to report each violation to ICTC and understands and agrees that
16 ICTC will, in turn, report each violation as required to assure notification to
17 FTA and the appropriate EPA Regional Office.

18 **30.9.2** Provider also agrees to include Paragraph 29.9.1 in each subcontract exceeding
19 one hundred thousand dollars (\$100,000) financed in whole or part with Federal
20 assistance provided by FTA.

21 **30.10 Recycled Products/Recovered Materials (42 U.S.C. §6962, 40 CFR Part 247, Executive**
22 **Order 12873).** Provider agrees to comply with all the requirements of Section 6002 of
23 the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. §6962),
24 including but not limited to the regulatory provisions of 40 CFR Part 247, and
25 Executive Order 12873, as they apply to the procurement of the items designated in
26 Subpart B of 40 CFR Part 247.

27 **30.11 No Government Obligation to Third Parties.**

1 **30.11.1**The Federal Government is not obligated to any third party pursuant to this
2 Agreement. ICTC and Provider acknowledge and agree that, notwithstanding
3 any concurrence by the Federal Government in or approval of the solicitation or
4 award of this Agreement, absent the express written consent by the Federal
5 Government, the Federal Government is not a party to this Agreement and shall
6 not be subject to any obligations or liabilities to ICTC, Provider or any other
7 party (whether or not a party to this Agreement) pertaining to any matter
8 resulting from this Agreement.

9 **30.11.2**Provider agrees to include Paragraph 29.11.1 in each subcontract financed in
10 whole or in part with Federal assistance provided by FTA. It is further agreed
11 that the clause shall not be modified, except to identify the subprovider who will
12 be subject to the provisions of that paragraph.

13 **30.12** Program Fraud and False or Fraudulent Statements and Related Acts (31 U.S.C. §3801
14 et seq., 49 CFR Part 31, 18 U.S.C. §1001, 49 U.S.C. §5307).

15 **30.12.1**Provider acknowledges that the provisions of the Program Fraud Civil Remedies
16 Act of 1986, as amended, 31 U.S.C. §3801 *et seq.* and US DOT regulations,
17 “Program Fraud Civil Remedies,” 49 CFR Part 31, apply to its actions
18 pertaining to this Agreement. Upon execution of this Agreement, Provider
19 certifies or affirms the truthfulness and accuracy of any statement it has made, it
20 makes, it may make, or causes to be made, pertaining to this agreement or the
21 FTA-assisted project for which this work is being performed. In addition to
22 other penalties that may be applicable, Provider further acknowledges that if it
23 makes, or causes to be made, a false, fictitious, or fraudulent claim, statement,
24 submission, or certification, the Federal Government reserves the right to
25 impose the penalties of the Program Fraud Civil Remedies Act of 1986 on
26 Provider to the extent the Federal Government deems appropriate.

27 **30.12.2** Provider also acknowledges that if it makes, or causes to be made, a false,
28 fictitious or fraudulent claim, statement, submission or certification to the

1 Federal Government under a contract connected with this Agreement that is
2 financed in whole or in part with Federal assistance originally awarded by FTA
3 under the authority of 49 U.S.C. §5307, the Federal Government reserves the
4 right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on
5 Provider to the extent the Federal Government deems appropriate.

6 **30.12.3** Provider agrees to include Paragraphs 29.12.1 and 29.12.2 in each subcontract
7 financed in whole or in part with Federal assistance provided by FTA. It is
8 further agreed that the clauses shall not be modified, except to identify the
9 subprovider who will be subject to the provisions.

10 **30.13** Privacy Act/Contracts Involving Federal Privacy Act Requirements (5 U.S.C. §552).

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

14 **30.13.1** Provider agrees to comply with, and assures the compliance of its employees
15 with, the information restrictions and other applicable requirements of the
16 Privacy Act of 1974, 5 U.S.C. §552a. Among other things, Provider agrees to
17 obtain the express consent of the Federal Government before Provider or its
18 employees operate a system of records on behalf of the Federal Government.
19 Provider understands that the requirements of the Privacy Act, including the civil
20 and criminal penalties for violation of that Act, apply to those individuals
21 involved, and that failure to comply with the terms of the Privacy Act may result
22 in termination of an agreement.

23 **30.13.2** Provider also agrees to include Paragraph 29.13.1 in each subcontract to
24 administer any system of records on behalf of the Federal Government financed
25 in whole or in part with Federal assistance provided by FTA.

26 **30.14** Civil Rights Requirements (29 U.S.C. §623, 42 U.S.C. §2000, 42 U.S.C. §6102, 42
27 U.S.C. §12112 and 12132, 49 U.S.C. §5332, 29 CFR Part 1630, 41 CFR Parts 60 et
28 seq.) The following requirements apply to Provider and its employees.

1 **30.14.1 Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as
2 amended, 42 U.S.C. §2000d, section 303 of the Age Discrimination Act of 1975,
3 as amended, 42 U.S.C. §6102, section 202 of the ADA, 42 U.S.C. §12132, and
4 Federal transit law at 49 U.S.C. §5332, Provider agrees that it will not
5 discriminate against any employee or applicant for employment because of race,
6 color, creed, national origin, sex, age or disability. In addition, Provider agrees
7 to comply with applicable Federal implementing regulations and other
8 implementing regulations FTA may issue.

9 **30.14.2 Equal Employment Opportunity.** The following equal employment opportunity
10 requirements apply to this Agreement:

11 A. Race, Color, Creed, National Origin, Sex. In accordance with Title VII
12 of the Civil Rights Act, as amended, 42 U.S.C. §2000e, and Federal
13 transit laws at 49 U.S.C. §5332, Provider agrees to comply with all
14 applicable equal employment opportunity requirements of U.S.
15 Department of Labor (“US DOL”) regulations, “Office of Federal
16 Contact Compliance Programs, Equal Employment Opportunity,
17 Department of Labor,” 41 C.F.R. Parts 60 *et seq.*, (which implement
18 Executive Order No. 11246, “Equal Employment Opportunity,” as
19 amended by Executive Order No. 11375, “Amending Executive Order
20 11246 Relating to Equal Employment Opportunity,” 42, U.S.C. §2000e
21 note), and with any applicable local, State or Federal statutes, executive
22 orders, regulations, and local, State or Federal policies that may in the
23 future affect construction activities undertaken in the performance of this
24 Agreement. Provider agrees to take affirmative action to ensure that
25 applicants are employed, and that employees are treated during
26 employment, without regard to their race, color, creed, national origin,
27 sex, or age. Such action shall include, but not be limited to the
28 following: employment, upgrading, demotion or transfer, recruitment or

1 recruitment advertising, layoff or termination; rates of pay or other forms
2 of compensation; and selection for training, including apprenticeship. In
3 addition, Provider agrees to comply with any implementing requirements
4 FTA may issue.

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

10 **C.** Disabilities. In accordance with section 102 of the ADA, as amended,
11 42 U.S.C. §12112, Provider agrees that it will comply with the
12 requirements of U.S. Equal Employment Opportunity Commission,
13 “Regulations to Implement the Equal Employment Provisions of the
14 Americans with Disabilities Act,” 29 CFR Part 1630, pertaining to
15 employment of persons with disabilities. In addition, Provider agrees to
16 comply with any implementing requirements FTA may issue.

17 **30.14.3** Provider also agrees to include Paragraphs 29.14.1 and 29.14.2 in each
18 subcontract financed in whole or in part with Federal assistance provided by
19 FTA, modified only if necessary to identify the affected parties.

20 **30.15** Transit Employee Protective Agreements (49 U.S.C. §§5310, 5311, and 5333, 29 CFR
21 Part 215). Provider agrees to comply with applicable transit employee protective
22 requirements. Provider also agrees to include any applicable requirements in each
23 subcontract involving transit operations financed in whole or in part with Federal
24 assistance provided by FTA.

25 **30.15.1** General Transit Employee Protective Requirements. To the extent that FTA
26 determines that transit operations are involved, Provider agrees to carry out the
27 paratransit service operations work on this Agreement in compliance with terms
28 and conditions determined by the U.S. Secretary of Labor to be fair and

1 equitable to protect the interests of employees employed under an agreement
2 and to meet the employee protective requirements of 49 U.S.C. §5333(b), and
3 US DOL guidelines at 29 CFR Part 215, and any amendments thereto. These
4 terms and conditions are identified in the letter of certification from the U.S.
5 DOL to FTA applicable to the FTA Recipient's project from which Federal
6 assistance is provided to support work on an agreement. Provider agrees to
7 carry out that work in compliance with the conditions stated in that U.S. DOL
8 letter. However, the requirements of this Paragraph 29.15.1 do not apply to any
9 contract financed with Federal assistance provided by FTA either for projects
10 for elderly individuals and individual with disabilities authorized by 49 U.S.C.
11 §5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C.
12 §5311. Alternate provisions for those projects are set forth in Paragraphs
13 29.15.2 and 29.15.3.

14 **30.15.2** Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.
15 §5310(a)(2) for Elderly Individuals and Individuals with Disabilities. Since this
16 Agreement may involve transit operations financed in whole or in part with
17 Federal assistance authorized by 49 U.S.C. §5310(a)(2), and if the U.S.
18 Secretary of Transportation has determined or determines in the future that the
19 employee protective requirements of 49 U.S.C. §5333(b) are necessary or
20 appropriate for the state and the public body subrecipient for which work is
21 performed on this Agreement, Provider agrees to carry out the performance of
22 this Agreement in compliance with the terms and conditions determined by the
23 U.S. Secretary of Labor to meet the requirements of 49 U.S.C. §5333(b), US
24 DOL guideline at 29 CFR Part 215, and any amendments thereto. These terms
25 and conditions are identified in the US DOL's letter of certification to FTA, the
26 date of which is set forth Grant Agreement of Cooperative Agreement with the
27 state. Provider agrees to perform transit operations in connection with the
28

1 underlying contract in compliance with the conditions stated in that US DOL
2 letter.

3 **30.15.3** Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.
4 §5311 in Non-Urbanized Areas. Since this Agreement involves transit
5 operations financed in whole or in part with Federal assistance authorized by 49
6 U.S.C. §5311, Provider agrees to comply with the terms and conditions of the
7 Special Warranty for the Non-urbanized Area Program agreed to by the U.S.
8 Secretaries of Transportation and Labor, dated May 31, 1979, and the
9 procedures implemented by US DOL or any revision thereto.

10 **30.16** Incorporation of FTA Terms (FTA Circular 4220.1F). The preceding provisions
11 include, in part, certain Standard Terms and Conditions required by DOT, whether or
12 not expressly set forth in the provisions of this Agreement. All contractual provisions
13 required by DOT, as set forth in FTA Circular 4220.1F, dated March 13, 2013, are
14 hereby incorporated by reference. Anything to the contrary herein notwithstanding, all
15 FTA-mandated terms shall be deemed to control in the event of a conflict with other
16 provisions contained in this Agreement. Provider shall not perform any act, fail to
17 perform any act, or refuse to comply with any ICTC requests that would cause ICTC to
18 be in violation of the FTA terms and conditions.

19 **30.17** Access to Records and Reports (49 U.S.C. 5325, 49 CFR 18.36 (i), 49 CFR 633.17).

20 **30.17.1** Provider agrees to provide ICTC, the FTA Administrator and the Comptroller
21 General of the United States or any of their authorized representatives access to
22 any books, documents, papers and records of Provider which are directly
23 pertinent to this Agreement for the purposes of making audits, examinations,
24 excerpts and transcriptions. Provider also agrees, pursuant to 49 CFR 633.17 to
25 provide the FTA Administrator or his/her authorized representatives including
26 any PMO Provider access to Provider's records and construction sites pertaining
27 to a major capital project, defined at 49 U.S.C. 5302(a) 1, which is receiving
28

1 federal financial assistance through the programs described at 49 U.S.C. 5307,
2 5309 or 5311.

3 **30.17.2** Provider agrees to permit any of the foregoing parties to reproduce by any
4 means whatsoever or to copy excerpts and transcriptions as reasonably needed.

5 **30.17.3** Provider agrees to maintain all books, records, accounts and reports required
6 under this Agreement for a period of not less than three (3) years after the date
7 of termination or expiration of this Agreement, except in the event of litigation
8 or settlement of claims arising from the performance of this Agreement, in
9 which case Provider agrees to maintain same until ICTC, the FTA
10 Administrator, the Comptroller General, or any of their duly authorized
11 representatives, have disposed of all such litigation, appeals, claims or
12 exceptions related thereto. Reference 49 CFR 18.39(i)(11).

13 **31. INDEMNIFICATION**

14 To the furthest extent allowed by law, Provider shall indemnify, hold harmless and defend
15 ICTC and each of its board members, officers, employees and agents from any and all loss,
16 liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict
17 liability, including but not limited to personal injury, death at any time and property damage)
18 incurred by ICTC, Provider or any other person, and from any and all claims, demands and
19 actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to
20 have arisen directly or indirectly out of performance of this Agreement. Provider's obligations
21 under the preceding sentence shall apply regardless of whether ICTC and each of its board
22 members, officers, employees and agents are actively or passively negligent, but shall not apply
23 to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the active
24 negligence, or caused by the willful misconduct, of ICTC or its board members, officers,
25 employees and agents.

26 If Provider should subcontract all or any portion of the work to be performed under this
27 Agreement, Provider shall require each subcontractor to indemnify, hold harmless and defend
28

1 ICTC and each of its board members, officers, employees and agents in accordance with the
2 terms of the preceding paragraph.

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

4 **INDEPENDENT CONTRACTOR**

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

8 **32.1** Provider is not an employee or agent of ICTC and is only responsible for the
9 requirements and results specified by this Agreement or any other Agreement.

10 **32.2** Provider shall be responsible to ICTC only for the requirements and results specified by
11 this Agreement and except as specifically provided in this Agreement, shall not be
12 subject to ICTC's control with respect to the physical actions or activities of Provider in
13 fulfillment of the requirements of this Agreement.

14 **32.3** Provider is not, and shall not be, entitled to receive from, or through, ICTC, and ICTC
15 shall not provide, or be obligated to provide, Provider with Worker's Compensation
16 coverage or any other type of employment or worker insurance or benefit coverage
17 required or provided by any Federal, State or local law or regulation for, or normally
18 afforded to, an employee of ICTC.

19 **32.4** Provider shall not be entitled to have ICTC withhold or pay, and ICTC shall not
20 withhold or pay, on behalf of Provider, any tax or money relating to the Social Security
21 Old Age Pension Program, Social Security Disability Program, or any other type of
22 pension, annuity, or disability program required or provided by any Federal, State or
23 local law or regulation.

24 **32.5** Provider shall not be entitled to participate in, or receive any benefit from, or make any
25 claim against any ICTC fringe program, including, but not limited to, ICTC's pension
26 plan, medical and health care plan, dental plan, life insurance plan, or any other type of
27 benefit program, plan, or coverage designated for, provided to, or offered to ICTC's
28 employee.

1 **32.6** ICTC shall not withhold or pay, on behalf of Provider, any Federal, State, or local tax,
2 including, but not limited to, any personal income tax, owed by Provider.

3 **32.7** Provider is, and at all times during the term of this Agreement, shall represent and
4 conduct itself as an independent contractor, not as an employee of ICTC.

5 **32.8** Provider shall not have the authority, express or implied, to act on behalf of, bind or
6 obligate the ICTC in any way without the written consent of ICTC.

7 **33. ASSIGNMENT**

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

10 **34. CONTRACTUAL DISPUTE RESOLUTION**

11 **34.1** Disputes arising in the performance of this Agreement which are not resolved by
12 agreement of the parties shall be decided in writing by the ICTC Board. Each party
13 shall have the right to submit any unresolved dispute to mediation. If the parties cannot
14 agree on a mediator, then each party shall select its own mediator and those mediators
15 will jointly select a third mediator to mediate the dispute. If mediation is not successful,
16 the parties may pursue their remedies as they choose.

17 **34.2** Unless otherwise directed by ICTC, Provider shall continue performance under this
18 Agreement while matters in dispute are being resolved.

19 **34.3** The duties and obligations imposed by this Agreement and the rights and remedies
20 available hereunder shall be in addition to and not a limitation of any duties,
21 obligations, rights and remedies otherwise imposed or available by law. No action or
22 failure to act by either party shall constitute a waiver of any right or duty afforded any
23 of them under this Agreement, nor shall any such action or failure to act constitute an
24 approval of or acquiescence in any breach hereunder, except as may be specifically
25 agreed in writing.

26 **35. NOTICES AND REPORTS**

27 All notices and reports under this Agreement shall be in writing and may be given by personal
28 delivery or by mailing by certified mail, addressed as follows:

1 ICTC
2 Imperial County
3 Transportation Commission
4 Attention: Mark Baza, Executive Director
5 1405 N Imperial Ave., Suite 1
6 El Centro, CA 92243

PROVIDER
First Transit Inc.
Attn: Juan Antonio Lopez
Regional Vice President
7581 Willow Drive Suite 103
Tempe, AZ 85283

5 Notices and reports under this Agreement may be given by personal delivery or by mailing by
6 certified mail at such other address as either party may designate in a notice to the other party
7 given in such manner. Any notice given by mail shall be considered given when deposited in
8 the United States Mail, postage prepaid, addressed as provided herein.

9 **36. ENTIRE AGREEMENT**

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

13 **37. MODIFICATION**

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

17 **38. CAPTIONS**

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

20 **39. PARTIAL INVALIDITY**

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

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

25 As used in this Agreement and whenever required by the context thereof, each number, both
26 singular and plural, shall include all numbers, and each gender shall include a gender. Provider
27 as used in this Agreement or in any other document referred to in or made a part of this
28 Agreement shall likewise include both singular and the plural, a corporation, a partnership,

1 individual, firm or person acting in any fiduciary capacity as executor, administrator, trustee or
2 in any other representative capacity or any other entity. All covenants herein contained on the
3 part of Provider shall be joint and several if more than one person, firm or entity executes the
4 Agreement.

5 **41. WAIVER**

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

9 **42. CHOICE OF LAW**

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

13 **43. ATTORNEYS' FEES AND COSTS**

14 If either party herein brings an action to enforce the terms thereof or declare rights hereunder,
15 the prevailing party in any such action, on trial or appeal, shall be entitled to his reasonable
16 attorneys' fees as fixed by the court and his actual costs to be paid by the losing party.

17 **44. FORCE MAJEURE**

18 If any party fails to perform its obligation because of strikes, lockouts, labor disputes,
19 embargoes, acts of God, inability to obtain labor or materials, fuel shortages, government
20 restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile
21 governmental action, civil commotion, fire or other casualty, or other causes beyond the
22 reasonable control of the party obligated to perform, then that party's performance shall be
23 excused. However, Provider shall not receive payment for vehicle service hours that are not
24 provided.

25 **45. AUTHORITY**

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

27 **45.1** He/She is duly authorized to execute and deliver this Agreement on behalf of Provider;
28

1 **45.2** Such execution and delivery is in accordance with the terms of the Articles of
2 Incorporation or Partnership, any by-laws or Resolutions of Provider and;


3 **45.3** This Agreement is binding upon Provider in accordance with its terms.
4 Provider shall deliver to ICTC evidence acceptable to ICTC of the foregoing within
5 thirty days of execution of this Agreement.

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

8
9
10 **IMPERIAL COUNTY**
TRANSPORTATION COMMISSION:

PROVIDER:
FIRST TRANSIT, INC.

11
12 By: _____
13 Chairperson

11
12 
13 By: _____
14 **NICK PROMPONAS**
15 **Senior Vice President**

16 ATTEST:

17
18 _____
19 **CRISTI LERMA**
20 **Secretary to ICTC**

21 APPROVED AS TO FORM:

22 **KATHERINE TURNER**
23 **County Counsel**

24 By: 
25 _____
26 **Eric Havens**
27 **Deputy County Counsel**

VII. ACTION CALENDAR

C. COMPETITIVE BID PROCESS FOR THE IVT MEDTRANS;
NON-EMERGENCY TRANSPORTATION TO MEDICAL FACILI-
TIES IN SAN DIEGO-OPERATING AGREEMENT, FY 2016-17 TO
FY 2020-21



1405 N. IMPERIAL AVE. SUITE 1
EL CENTRO, CA 92243-2875
PHONE: (760) 592-4494
FAX: (760) 592-4497

April 21, 2016

James Predmore, Chairman
Imperial County Transportation Commission
1405 N. Imperial Ave. Suite 1
El Centro, CA 92243

SUBJECT: Competitive Bid Process for the IVT MedTrans; non-emergency transportation to medical facilities in San Diego - Operating Agreement, FY 2016-17 to FY 2020-21

Dear Commission Members:

Medexpress has been the public non-emergency transportation to medical facilities in the San Diego County area and has been in existence without any service changes since 1994. The service operates four days a week for disabled and transit dependent persons, including children to Rady's Hospital for specialized services.

The service is designed for access to medical facilities, clinics and other medical services that are not available in Imperial Valley. The vehicle operated is a lift equipped minibus designed for the physically and/or cognitively disabled passenger. Currently, the service operates 4 days a week, with a 30 day advance reservation system. There are an average of 23 passengers a trip and the farebox ratio is approximately 14.9%.

The federally mandated Update to the Regional Coordinated Plan process was completed in 2014 and conducted by the independent third party consultant *AMMA Transit Planning* for ICTC. During the year long study process it was identified that the Medexpress scope of service was at capacity. There were several passenger groups that indicated they were not able to make appointments on the service due to a lack of available seats.

When the Medexpress came up for its competitive bid cycle in February 2016, ICTC staff completed another review of the operational statistics, latent passenger demand and service area. ICTC staff adjusted the Scope of Work to add a 2nd revenue service bus and extended the services hours during the day. The new service equates to approximately 3,500 annual service hours which is approximately a 100% increase in service. The Scope of Work based on demand and optimum utilization of resources now includes:

1. Two cutaway (2) buses alternating four days a week.
2. The two (2) cutaway buses will leave at staggered hours; departing the Imperial Valley at approximately 7:00 AM and returning at approximately 3:00PM, and, departing the Imperial Valley at approximately 11:00 AM and returning at approximately 6:00PM.

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

In addition, the Request for Proposal has planned for a new name, brand and logo owned by and consistent with other ICTC branded services to be known as "IVT MedTrans" with the primary colors of purple, black and white.

The Request For Proposal was advertised locally and nationwide From February 19th through April 1, 2016. Only one proposal was received from First Transit Inc. for the three year term with two, one year option years.

The competitive bid has been completed and on April 7th staff from the County Health Department, El Centro Regional Medical Center, a consumer and ICTC staff conducted the proposal scoring and ranking process. The total price for the five year period is \$2,395,097. After subtraction of the farebox revenue at 15%, the five year subsidy would be \$2,035,832.

Caltrans has approved the competitive bid and recommendation for contract award process. In addition, final contract negotiations are under way and the agreement is presented in draft format. It is anticipated that the contract will be completed prior to the Commission meeting on April 27, 2016 with no further pricing changes.

This pricing is comparable with the other existing IVT service contracts. Included in the pricing are the following benefits:

- Local coordinated multi service call center with bilingual dispatching and computerized reservation system
- Three (3) new paratransit buses and one (1) sweep van (on order by ICTC)
- In house shared maintenance support services
- Shared local management team
- Shared local facility which accommodates bus parking, office personnel, training and maintenance activities and future long term growth
- A new IVT MedTrans web site for service and eligibility information
- A fuel escalator for fuel prices that exceed a negotiated price per a gallon
- A marketing allowance (to be developed annually based on available funding per year)

Start-up tasks completed to date include:

1. Planned target start date of July 2016.
2. Procurement of preferred vehicles (4) for operations. Leased vehicles from the operator are available on a short term basis for an additional fee, until the new vehicles owned by ICTC are delivered. The short term leased vehicles would be new and are recommended due to the longer daily trips and changes in elevation, as opposed to older used vehicles available from the operator.

Short term tasks to be developed include:

1. Initial contact by First Transit with incumbent staffing for recruitment
2. Scheduling of public outreach meetings and media in May, June and July by the public outreach and marketing consultant team

The proposed IVT MedTrans service contract is recommended for a three-year term, with two one year option years and will provide the opportunity to circulate a competitive bid in FY 2021. This contract is unique in service scope and vehicle sizes are typically smaller requiring replacement more frequently. Should demand increase, it may be possible to achieve reductions in pricing through competitive bidding and economy of scale.

In order to maintain the implementation schedule to eliminate any breaks in service beyond June 30, 2016 with the incumbent operator, it is requested that the Commission review and approve, after any public comment received:

1. Authorize the Chairman to sign an operating agreement with FIRST TRANSIT, INC. for the operation of the IVT MedTrans Paratransit Service 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. IVT MedTrans

- (1) For the period June 1, 2016 through June 30, 2017, the annual not to exceed subsidy is set at \$400,205.
- (2) For the period July 1, 2017 through June 30, 2018, the annual not to exceed subsidy is set at \$395,108.
- (3) For the period July 1, 2018 through June 30, 2019 the annual not to exceed subsidy is set at \$407,790.
- (4) For the period July 1, 2019 through June 30, 2020, the annual not to exceed subsidy is set at \$410,672.
- (5) For the period July 1, 2020 through June 30, 2021, the annual not to exceed subsidy is set at \$422,057.

B. Establish the performance goals for the IVT MedTrans service areas as follows:

53.9	Passengers Per Day	3.2	Passengers Per Hour,
\$42.75	Cost Per Passenger	\$36.34	Subsidy Per Passenger
\$138.32	Cost Per Hour	\$4.95	Cost per Mile
15%	Farebox Ratio		
2.4	Full Time Employee Equivalent		

2. Approve payment of a fee for the use of loaner paratransit buses, until the new paratransit buses are delivered, set at \$12,000 per month for four (4) paratransit buses, and to be prorated as necessary.
3. Establish the fare pricing for the IVT MedTrans service area at the “existing fare” of \$15.00 per person and \$7.00 per additional passenger for the round trip, in that the current fares will remain in effect until analysis and recommendation for revision is provided by ICTC staff.

4. Establish the "No Show and Late Cancellation Policy" for the IVT MedTrans

Sincerely,

MARK BAZA
Executive Director

BY: 

Kathi Williams
Senior Transit Planner

Attachment

**IVT MedTrans Contract
Performance Standards**

El Centro	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	TOTAL
	Year 1	Year 2	Year 3	Option Year 4	Option Year 5	
total variable costs	\$ 294,914	\$ 301,782	\$ 312,817	\$ 321,021	\$ 330,393	\$ 1,560,928
total fixed costs	\$ 175,916	\$ 163,050	\$ 166,936	\$ 162,122	\$ 166,145	\$ 834,169
total cost	\$ 470,830	\$ 464,833	\$ 479,753	\$ 483,143	\$ 496,538	\$ 2,395,097
less 15% fares	\$ 70,624	\$ 69,725	\$ 71,963	\$ 72,471	\$ 74,481	\$ 359,264
total subsidy	\$ 400,205	\$ 395,108	\$ 407,790	\$ 410,672	\$ 422,057	\$ 2,035,832
revenue hours estimate	3,400	3,434	3,468	3,503	3,538	17,343
passenger estimate	11,000	11,110	11,221	11,333	11,447	56,111
service days	208	208	208	208	208	1,040
mileage estimate	95,000	95,950	96,910	97,879	98,857	484,595
pass/hour	3.2	3.2	3.2	3.2	3.2	3.2
pass/day	52.9	53.4	53.9	54.5	55.0	55.0
pass/mile	0.1	0.1	0.1	0.1	0.1	0.1
cost/pass	\$ 42.80	\$ 41.84	\$ 42.75	\$ 42.63	\$ 43.38	\$ 43.38
sub/pass	\$ 36.38	\$ 35.56	\$ 36.34	\$ 36.24	\$ 36.87	\$ 36.87
cost/mile	\$ 4.96	\$ 4.84	\$ 4.95	\$ 4.94	\$ 5.02	\$ 5.02
cost/hour	\$ 138.48	\$ 135.36	\$ 138.32	\$ 137.92	\$ 140.34	\$ 140.34
farebox ratio	15%	15%	15%	15%	15%	15%
fte						
cost/hour	\$ 138.48	\$ 135.36	\$ 138.32	\$ 137.92	\$ 140.34	\$ 140.34

IVT MedTrans No Show/Late Cancellation Policy

July 2016

Background

Imperial County Transportation Commission (ICTC) offers a non-emergency demand response transportation service to access medical facilities in the San Diego area, from pick up points in Imperial Valley. The demand response service is called IVT MedTrans. A demand response service is a public transit service based on a request for transportation where the vehicle does not follow a fixed-route. The goal of IVT MedTrans is to provide mobility options for the transit dependent and persons with disabilities for medical care and services not available in Imperial Valley.

The Imperial County Transportation Commission (ICTC) who has oversight of the IVT MedTrans program, has developed the following policy and administrative process for addressing no-shows and late cancellations.

Definitions

No Show

A “No-show” shall be recognized as a passenger who fails to appear and fails to board the vehicle during his/her scheduled transportation within the standard “5 minute wait time.” The bus is required to wait up to 5 minutes for an individual upon scheduled bus arrival. If a rider calls within 30 minutes of a scheduled pickup time to cancel his or her trip, the cancellation will be counted as a “No-show.”

Late Cancellation

Morning Trip:

A “Late Cancellation” shall be recognized as a passenger who fails to cancel the appointment for pick-up at least by 7pm the day before the scheduled pick-up time.

Afternoon Trip:

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

Policy

Individuals with No-Shows/Late Cancellations shall be sanctioned or suspended from service according to the following guidelines. Because the service provided by IVT MedTrans is so important to many people, we must enforce a suspension policy to ensure that trip resources are available to everyone.

ANY passenger who has three (3) or more unexcused no shows or no shows 10% of their scheduled trips (whichever is greater) within a calendar month will be suspended from using these services for one month (30 days).

Any passenger who incurs a no show may contact IVT MedTrans management in order to have any no-show removed due to a circumstance which was beyond the rider's control.

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

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

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

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

Fifth Occurrence: In the event of a fifth No Show/Late Cancellation within 30 days of the date that suspended paratransit service is resumed following the six month suspension, a letter will be sent by ICTC and individual shall be suspended 1 year (12months) from the paratransit service.

Method

During suspension of IVT MedTrans Service, ICTC shall take the following steps:

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

IVT MedTrans
792 E. Ross Rd.
El Centro, Ca. 92243
760-XXX-XXXX

Imperial County Transportation Commission
1405 N. Imperial Ave. Suite 1
El Centro Ca. 92243
760-592-4494

(IVT MEDTRANS LOGO)
IVT MedTrans Póliza de Falta de Presencia/Tardanza Cancelación
Julio 2016

Historial

Imperial County Transportation Commission (ICTC) ofrece una respuesta a la demanda de servicio de transporte de no-emergencia para tener acceso a facilidades medicas en el área de San Diego, de puntos de partida en el Valle Imperial. La respuesta a la demanda de servicio es llamada IVT MedTrans. El servicio de respuesta demandado es un servicio de transporte público basado en una solicitud de transporte donde el vehículo no sigue una ruta fija. La meta del IVT MedTrans es proveer opciones de movilidad para los transeúntes dependientes y personas deshabilitadas para servicios y cuidados médicos no disponibles en el Valle Imperial.

Imperial County Transportation Commission (ICTC) que se encarga del programa IVT MedTrans, ha desarrollado la siguiente póliza y proceso administrativo para responder a la falta de presencia o cancelaciones.

Definiciones

Falta de Presencia

La “Falta de Presencia” debe ser reconocida como un pasajero que no esta presente y no aborda el vehículo al momento de su transporte programado dentro de los “5 minutos de espera” estandarizados. El camión es requerido de esperar hasta 5 minutos por un individuo una vez que ha llegado a la parada programada. Si el pasajero llama para cancelar dentro de un lapso de 30 minutos de su hora programada será considerado como “falta de presencia”.

Cancelación Tarde

Viaje de la mañana:

Una “Cancelación Tarde” debe ser reconocida como un pasajero que no cancela su cita antes de las 7:00 p.m. del día anterior a la cita programada.

Viaje de la tarde:

Una “Cancelación Tarde” debe ser reconocida como un pasajero que no cancela su cita por lo menos cuatro (4) horas antes de la cita programada.

Póliza

Individuos con cancelaciones por Falta de Presencia/Tarde serán sancionados o suspendidos del servicio de acuerdo a las siguientes guías. Debido a que el servicio proveído por IVT MedTrans es muy importante para muchas personas nosotros

debemos tener una póliza de suspensión para asegurar que el recurso de ese viaje este disponible para todas las personas.

CUALQUIER pasajero que tenga tres (3) o mas falta de presencia sin excusa o un 10% de falta de presencia de sus viajes programados (cualquiera que sea mayor) dentro de un mes será suspendido de usar estos servicios por un mes (30 días).

Cualquier pasajero que tenga una falta de presencia puede contactar a la administración de IVT Med-Trans con el fin de remover la falta de presencia debido a circunstancias las cuales estuvieron fuera del control del pasajero.

Primer Incidente: Si un individuo tiene una falta de presencia, el personal de IVT MedTrans deberá contactar al individuo por teléfono para determinar cual fue la razón por la cual el viaje se perdió y documentar la situación, y el periodo de 30 días se inicia.

Segundo Incidente: Si un individuo tiene una segunda falta de presencia /cancelación tarde dentro de los primeros treinta (30) días operacionales de la primera falta de presencia, ICTC deberá enviar una carta al individuo notificándole que la segunda cancelación, falta de presencia/tardanza ha sido documentada y que la tercera cancelación, falta de presencia/tardanza dentro de treinta (30) días operacionales del primer incidente resultara en la suspensión del servicio de transporte por treinta (30) días.

Tercer Incidente: Si un individuo tiene una tercera falta de presencia/tardanza o cancelación dentro de treinta (30) días del primer incidente, el individuo será suspendido por treinta (30) días. Una carta será enviada por el ICTC detallando las fechas durante las cuales el servicio será suspendido y cuando será restablecido.

Cuarto Incidente: Si un individuo tiene un cuarto falta de presencia/tardanza o cancelación dentro de 30 días de la fecha en la cual el transporte suspendido fue restablecido, una carta se enviara de parte de ICTC y el servicio será suspendido por un periodo de seis (6) meses. El sexto mes será efectivo a partir de la fecha que diga la carta.

Quinto Incidente: En el evento de una quinta falta de presencia/tardanza o cancelación dentro de 30 días de la fecha en la cual se restableció el servicio de transporte suspendido, una carta se enviara de parte de ICTC y el individuo será suspendido por 1 año (12 meses) del servicio de transporte.

Procedimiento

Durante la suspensión del Servicio de IVT MedTrans, ICTC debe tomar los siguientes pasos:

1. Notificar al individuo por escrito de que ICTC esta suspendiendo el servicio.
2. La suspensión citara específicamente las bases de la suspensión propuesta y establecerá la sanción propuesta.
3. Dar notificación escrita y guías y póliza de IVT MedTrans Falta de Presencia y Tardanza / Cancelación así como el Proceso de Apelación.

IVT MedTrans
792 E. Ross Rd.
El Centro, CA 92243
760-XXX-XXXX

Imperial County Transportation Commission
1405 N. Imperial Ave. Suite 1
El Centro, CA 92243
760-592-4494

1 AGREEMENT FOR MEDTRANS PARATRANSIT SERVICES

2
3 THIS AGREEMENT FOR MEDTRANS PARATRANSIT SERVICES (“this Agreement”), made
4 and entered into effective the ____ day of _____, 2016, is by and between the IMPERIAL
5 COUNTY TRANSPORTATION COMMISSION (“ICTC”), and FIRST TRANSIT, INC., a Delaware
6 corporation authorized to conduct business in California (“Provider”).

7 **WITNESSETH**

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

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

13 **WHEREAS**, ICTC has authorized and circulated a Request for Proposal for medtrans paratransit
14 services among prospective providers for the delivery of the medtrans paratransit system.

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

16 **1. TERM AND RIGHT OF EXTENSION**

17 **1.1.** This Agreement shall commence on June 1, 2016 and shall continue until June 30,
18 2019, and if all two (2) one (1) year extension option periods are exercised pursuant to
19 paragraph 1.2 herein, the Agreement shall continue until June 30, 2021.

20 **1.2.** ICTC may, at its sole option and discretion, extend this Agreement up to two (2) times
21 as follows:

22 **1.2.1.** From July 1, 2019 through June 30, 2020; and

23 **1.2.2.** From July 1, 2020 through June 30, 2021; and

24 **1.3.** This Agreement is contingent upon the receipt of funds by the ICTC. Such funds
25 include Federal Transit Administration (FTA) Section 5310, 5311 and 5307 Grants,
26 Transportation Development Act (TDA) and State Transportation Assistance Funds
27 (STAF) and Local Transportation Authority (LTA).
28

1 **2. DEFINITIONS**

2 **2.1** "Request for Proposal" shall mean "IVT MedTrans 2016" dated February 2016 and is
3 incorporated herein by this reference.

4 **2.2** "Proposal" shall mean Provider's completed proposal entitled "IVT MedTrans Paratransit
5 Services Proposal" dated April 2016 and submitted to ICTC on the bid opening date and is
6 incorporated herein by this reference.

7 **2.3** "Attendant" shall include one (1) individual to assist the disabled passenger.

8 **2.4** "Certified passenger" shall include those individuals deemed eligible for the paratransit
9 service through the formal certification process.

10 **2.5** "Disability," with respect to an individual, shall include all impairments as defined by the
11 Act at 49 Code of Federal Regulations ("CFR") 37.3.

12 **2.6** "General public" shall include those individuals that do not have an impairment(s) as
13 defined by the Act at 49 CFR 37.3.

14 **2.7** "One-way trip" is defined as authorized travel between two (2) points. A new One-Way
15 Trip begins with the cessation of the previous trip.

16 **2.8** "Senior" shall include individuals who are sixty years of age or older.

17 **2.9** "Subscriber" shall include individuals who travel to the same destination at the same time
18 on a regular basis.

19 **3. DESCRIPTION OF WORK**

20 **3.1** The services to be provided under this agreement with ICTC are those contained in the
21 document entitled "IVT MedTrans Paratransit Services Scope of Work FY 2016-2017
22 through FY 2020-21", attached hereto as Exhibit "A" and incorporated by this reference.

23 **4. RESPONSIBILITIES OF PROVIDER**

24 **4.1** Provider shall provide management, technical and operating personnel, services,
25 equipment, non revenue service hour vehicles and facilities necessary for the operation
26 of ICTC's paratransit services. In additional, Provider shall participate fully in the
27 meetings and events of the Social Services Transportation Advisory Council.
28

1 **4.2** In providing the services and oversight provided pursuant to this Agreement, Provider
2 will act in the capacity of an independent contractor and will provide management,
3 technical and operating personnel, services, equipment and facilities necessary for the
4 operation of ICTC's paratransit services.

5 **4.3** In the event of a major emergency (e.g., earthquake, flood or manmade catastrophe),
6 Provider shall make transportation and communication resources available to the degree
7 possible for emergency assistance. Line of Instruction may or may not be direct
8 through ICTC. PROVIDER shall take instruction from the organization that has
9 assumed responsibility for the evacuation and/or transport of injured and ambulatory
10 wounded and movement of persons to food and shelter facilities, e.g., local police or
11 ICTC's Office of Emergency Services.

12 **4.4** Provider shall comply with all terms, conditions and requirements of the Request for
13 Proposal and this Agreement.

14 **4.5** Provider shall perform such other tasks as necessary and proper for the full performance
15 of the obligations assumed by Provider hereunder.

16 **5. RESPONSIBILITIES OF ICTC**

17 **5.1.** ICTC will provide management oversight, establish priorities for service delivery,
18 perform on-going planning, programming and establish related policies for all activities
19 relative to the services, service areas, fares, schedules, days and hours of operations,
20 preparation of planning documents, budgets, grant applications and related
21 documentation, certification and eligibility and other such activities relative to overall
22 system administration and contract compliance monitoring.

23 **5.2.** ICTC will pay a not-to-exceed annual reimbursement or subsidy within thirty (30) days
24 after submittal of monthly invoices pertaining to the service. The monthly subsidy will be
25 calculated by the subtraction of fare revenues collected and retained by the Provider, from
26 the cost, and will be paid in arrears. Provider shall establish and maintain accounting
27 records as required by ICTC, the Federal Transit Authority (FTA), the State Department
28

1 of Transportation (Caltrans), and Imperial County Transportation Commission (ICTC).
2 Provider will be subject to annual fiscal and operational audits.

3 **5.3.** Disputes between passengers and Provider will first be handled by Provider's
4 management personnel. ICTC will inform Provider of all disputes. ICTC shall act as
5 the final step and/or body of appeals in the resolution of any service complaints that
6 Provider is unable to resolve.

7 **5.4.** ICTC reserves the right to impose financial penalties for situations or items in this
8 Agreement that are violated. (See Exhibit "B" for Table of Liquidated Damages).
9 Adjustments would be made at the time of monthly compensation.

10 **5.5.** An authorized agent of ICTC will handle administration, monitoring and determination
11 of compliance with the requirements of this Agreement. All aspects of daily operations
12 will be available to inspection/observation by an authorized representative of ICTC.

13 **6. SERVICE IMPLEMENTATION**

14 The service area designation, service days and hours, and service miles shall be those specified in
15 Exhibit "A" – "IVT MedTrans Paratransit Services Scope of Work FY 2016-2017 through FY
16 2020-21".

17 **7. REPRESENTATIONS BY PROVIDER.**

18 **7.1** Provider understands and agrees that ICTC has limited knowledge in the transit services
19 specified in the description of work. Provider has represented itself to be expert in these
20 fields and understands that ICTC is relying upon such representation.

21 **7.2** Provider represents and warrants that it is a lawful entity possessing all required licenses
22 and authorities to do business in the State of California and perform all aspects of this
23 Agreement.

24 **7.3** Provider shall not commence any work under this Agreement or provide any other
25 services, or materials, in connection therewith until Provider has received written
26 authorization from the ICTC Executive Director or his designee, via a Notice to
27 Proceed, to do so.
28

1 7.4 Provider represents and warrants that the people executing this Agreement on behalf of
2 Provider have the authority of Provider to sign this Agreement and bind Provider to the
3 performance of all duties and obligations assumed by Provider herein.

4 7.5 Provider represents and warrants that any employee, Provider, subcontractor and agent
5 who will be performing any of the duties and obligations of Provider herein possess all
6 required licenses and authorities, as well as the experience and training, to perform such
7 tasks.

8 7.6 Provider represents and warrants that the allegations contained in its Proposal are true and
9 correct.

10 7.7 Provider understands that ICTC considers the representations made herein to be
11 material and would not enter into this Agreement with Provider if such representations
12 were not made.

13 **8. COMPENSATION**

14 PROVIDER shall receive compensation monthly based upon the following formats:

15 **8.1.** A fixed hourly rate per fiscal year shall apply for each vehicle service or revenue hour.
16 The fixed hourly rate shall apply for the assigned fiscal year. Vehicle revenue hours
17 will be calculated based upon the actual time that each revenue service vehicle is in
18 service and available to passengers. Vehicle revenue hours shall specifically exclude
19 deadhead hours, including time for travel to and from the first stop and after the last
20 stop, storage facilities, fueling facilities, road tests, inspections training, personnel
21 lunches and breaks.

22 **8.2.** The fixed hourly rate per fiscal year will be determined by the use of the combination of
23 two other rates divided by the total annual vehicle service hours.

24 **8.2.1.** A variable monthly rate for all cost elements assigned to Provider that can
25 change.

26 **8.2.2.** A fixed monthly rate for all cost elements assigned to Provider with known
27 quantities or costs that are not included in the variable monthly rate.
28

1 **8.3.** Compensation for services provided for under Exhibit “A” – “IVT MedTrans Paratransit
2 Services Scope of Work FY 2016-2017 through FY 2020-21” shall be as follows:

3 **8.3.1.** For the period June 1, 2016 through June 30, 2017, the price is identified as
4 \$470,830. The fare box is established at fifteen percent (15%); therefore the
5 annual not-to-exceed subsidy shall be \$400,206.

6 **8.3.2.** For the period July 1, 2017 through June 30, 2018, the price is identified as
7 \$464,833. The fare box is established at fifteen percent (15%); therefore the
8 annual not-to-exceed subsidy shall be \$395,108.

9 **8.3.3.** For the period July 1, 2018 through June 30, 2019, the price is identified as
10 \$479,753. The fare box is established at fifteen percent (15%); therefore the
11 annual not-to-exceed subsidy shall be \$407,790.

12 **8.3.4.** For the period July 1, 2019 through June 30, 2020, the base price is identified as
13 \$483,143. The fare box is established at fifteen percent (15%); therefore the
14 annual not-to-exceed subsidy shall be \$410,672.

15 **8.3.5.** For the period July 1, 2020 through June 30, 2021, the base price is identified as
16 \$496,548. The fare box is established at fifteen percent (15%); therefore the
17 annual not-to-exceed subsidy shall be \$422,057.

18 **8.3.6.** The fare box recovery ratio of 15% (or any other fare box ratio calculated and
19 ultimately required during the course of this Agreement) is subject to the
20 deduction of normal Transportation Development Act operating cost exclusions.

21 **8.3.7.** In the event that the required fare box revenue is not achieved on an annual
22 basis, the PROVIDER may be allowed to request compensation from the ICTC
23 for reimbursement up to the agreed upon annual cost. The lack of attainment for
24 the annual fare box revenue must not be due to circumstances affecting the
25 quality of transit service within the PROVIDER’s control, e.g. ICTC’s
26 documentation of poor maintenance affecting the reliability of service or
27 passenger comfort on vehicles, or inappropriate behavior by customer service
28 staff or vehicle drivers.

1 **8.4.** In the event that fuel costs are increased beyond Provider's control and the negotiated
2 rate, ICTC will offer Provider an additional amount to offset the increase in costs. A
3 fuel escalator clause shall contain the following provisions:

4 **8.4.1.** The fuel escalator shall be calculated as follows: the full amount that fuel costs
5 exceed the vehicle fuel budget line item shall be adjusted downward by any
6 savings in any other line item category that has not been fully utilized.

7 **8.4.2.** The request for additional subsidy shall be submitted to ICTC at the conclusion
8 of the fiscal year in which the costs are incurred. The request shall be
9 accompanied by an accounting developed by Provider, and invoices
10 substantiating said increase.

11 **8.4.3.** The cost of fuel is negotiated at a rate set at three dollars eighty cents (\$3.80) per
12 gallon for the term of this Agreement.

13 **9. FARE BOX**

14 **9.1.** Fare Box Revenue. Fare boxes are optional and can be installed at the discretion of
15 Provider.

16 **9.2.** Fare Collection. Provider's staff will collect fares in advance where feasible. Vehicle
17 operators shall also collect fares as established by ICTC and maintain an accurate count
18 of all boarding passengers by fare category. Vehicle operators shall not make change
19 for passengers.

20 **9.3.** Fare box revenue shall be counted by Provider's office employees daily and reconciled
21 against the stated number of passenger trips. Any shortages must be investigated and
22 corrected by Provider. Provider will deposit farebox revenue daily. Fare box revenue is
23 the property of ICTC, and Provider will submit written reports to ICTC of revenue
24 collection.

25 **9.4.** Transfers. Provider shall also develop a transfer procedure and collect transfers from
26 ICTC paratransit operations or other public agency transit services. Provider shall
27 account for it in its report of revenue collected.
28

1 **9.5.** Prepaid Fare Revenue. Provider shall develop and collect prepaid fare revenue from
2 individuals, educational facilities and social service agencies. Revenue shall be
3 collected by PROVIDER personnel as needed but at a minimum on a monthly basis.

4 **10. PERFORMANCE STANDARDS**

5 Standards and evaluation criteria will be utilized to annually measure performance and
6 efficiency of routes, and Provider performance. This criterion is reported to State and Federal
7 agencies annually. For the purposes of this Agreement, criteria will be negotiated and
8 established: Performance standards for service implementation shall be those specified in
9 Exhibit “A” – “IVT MedTrans Paratransit Services Scope of Work FY 2016-2017 through FY
10 2020-21”.

11 **11. MARKETING**

12 **11.1** Approval. Not later than thirty (30) days after the execution of this Agreement and
13 ninety (90) days prior to the end of the fiscal year thereafter, Provider shall participate
14 in the development of a marketing plan with ICTC and ICTC’s consultant specific to
15 the IVT MedTrans services for ICTC’s final approval. The marketing plan shall
16 indicate all proposed activities with a corresponding budget of 5% of the total cost of
17 the service for the fiscal year. Provider shall be responsible for working with ICTC
18 staff and consultant for the development and preparation, subject to the approval of
19 ICTC, of all marketing materials for the medtrans paratransit services. Provider will
20 coordinate the placement, scheduling and distribution of all advertising and promotional
21 materials designed to inform patrons of ICTC services and to promote ridership.

22 **11.2** Preparation. Provider shall be responsible for the preparation and printing of all
23 necessary passes, tickets and transfers to be used in the paratransit service.

24 **11.3** Distribution. Provider shall distribute and disseminate such materials in accordance
25 with the provisions of this Agreement and any directions supplemental thereto provided
26 by ICTC.

27 **11.4** Promotion. Provider shall promote the service for ICTC, and distribute brochures and
28 other materials.

1 **11.5** Presentation. Provider shall, under the direction of ICTC, provide contact on an as-
2 needed basis with private and non-profit community agencies, job resource centers and
3 local governing bodies to promote interest and use in the transit services of ICTC.
4 These contacts shall include, but not be limited to speaking engagements and displays.
5 Provider will participate as a technical resource contact with user groups or agencies as
6 required, including meetings of ICTC committees or commission meetings upon
7 request.

8 **11.6** Comment Cards. Provider shall develop and distribute passenger comment cards.
9 Provider will respond to all comments with copies of response provided to ICTC.
10 Provider will provide statistical summaries of frequency and patterns of comments to
11 ICTC on a monthly basis.

12 **12. CUSTOMER SERVICE**

13 **12.1** Phone. Provider shall establish at least two (2) customer service telephone numbers, at
14 least one (1) of which shall be toll-free. Provider shall provide telephone information
15 service during all hours of system operation, up to one (1) hour before and one (1) hour
16 after services have started and returned from daily operations. Provider shall provide
17 statistical summaries of frequency and patterns of telephone comments to ICTC on a
18 monthly basis.

19 **12.2** TDD/FAX. Provider's telephone system shall have TDD or equivalent, and FAX
20 capabilities. Provider shall publish these phone numbers in local telephone
21 directory(ies).

22 **12.3** Exclusivity of Phone Services. Provider's customer service telephone numbers shall be
23 used solely for the purpose of providing customer information, serving trip requests and
24 those activities required under the Scope of Work, and shall not be used by Provider for
25 any other purpose or business. These telephones shall be answered as specified by
26 ICTC.

27 **12.4** Rollover of Phone. Upon termination of this Agreement, Provider's customer service
28 telephone numbers shall remain within the jurisdiction of ICTC. Any new Provider

1 would be responsible for transferring Provider's customer service telephone numbers to
2 their service.

3 **12.5 Bilingual Capability.** Provider shall provide bilingual dispatchers or information
4 operators, and drivers who can fluently speak both the English and Spanish languages
5 and are knowledgeable of time schedules, routes, window corridors and transit services
6 of ICTC as is necessary to answer customer information requests, refer passengers to
7 other public transit service providers and/or questions in a courteous, timely and
8 professional fashion.

9 **13. COORDINATION**

10 **13.1 Consultation.** Provider represents itself as an expert in the field of public paratransit.
11 As such, Provider shall provide ICTC with minor technical assistance and consultation
12 in such matters as operating policies, funding and coordination with other transit
13 providers at no additional charge to ICTC. At no time will Provider be required to
14 prepare intensive or in-depth studies without mutually agreed-upon compensation.
15 Periodically, consultants will request information or interviews with Provider staff.
16 Provider is required to cooperate with all ICTC-administered consultant projects.

17 **13.2 Service Recommendations.** Provider shall report to ICTC and shall make
18 recommendations as to changes to improve ICTC's paratransit service on a case-by-
19 case basis. Provider may not make any permanent changes that affect the quantity,
20 quality or nature of the paratransit service without obtaining ICTC's written permission.

21 **14. MANAGEMENT**

22 **14.1 Site Supervisor/Operations Manager.** ICTC shall participate in the selection or approval
23 of the person serving as Operations Manager/Site Supervisor. In the event that the
24 Operations Manager must be replaced, ICTC will participate in the selection of the
25 replacement.

26 **14.2 Day-to-Day Operations.** Provider will manage the day-to-day operation in accordance
27 with the adopted operations plan and good management practices. Management of day-
28 to-day operations of the system will be vested in at least one (1) local management

1 individual who shall be experienced in all aspects of public paratransit operations. The
2 individual shall be responsible for managing and monitoring all aspects of the system
3 operation including but not limited to maintenance, repair, fueling, security, supply of
4 on-line and spare vehicles, warranty work, quality of service, accounting, fare
5 collection, personnel and contract administration. Provider shall supply ICTC with a
6 twenty-four (24) hour emergency telephone number at which Provider can be reached.

7 **14.3 Priority of Service.** The Operations Manager/Site Supervisor shall be employed and
8 available on a full-time basis.

9 **14.4 Executive Level Availability.** Provider shall also designate a responsible executive
10 level employee of Provider to be available at all times, either by phone or in person, to
11 make decisions or provide coordination as necessary. This executive must be authorized
12 to act throughout the service area on behalf of Provider. This individual may not be the
13 same individual as the Operations Manager/Site Supervisor.

14 **14.5 Operational Efficiency.** Provider shall seek out and implement methods of improving
15 system operations, service and cost-effectiveness along with improvements to correct
16 deficiencies and substandard performance. After approval by ICTC, results will be
17 reported to ICTC via the monthly management summary (“MSS”) report, activity report
18 or direct memorandum, along with a summary of any corrective actions that have been
19 taken. Provider shall review and comment on plans, equipment purchases, operative
20 changes and related proposals of ICTC.

21 **15. GENERAL REPORTS AND RECORDKEEPING**

22 **15.1** Provider shall collect data on the operation of the paratransit service system and supply
23 the data to ICTC on a monthly basis, or as may otherwise be directed below. All such
24 information supplied by Provider shall be certified as accurate.

25 **15.2 Management Information System.** Provider's Management Information System shall
26 utilize Word, Excel, Power Point, Access, Adobe Acrobat and e-mail and provide an
27 adequate methodology to gather, store, retain, calculate, compute, cross-reference and
28 display in textual, tabular and graphic form all operating, performance and financial

1 data associated with this Agreement. In addition, e-mail capability is required to
2 communicate with ICTC. ICTC uses IBM-compatible computer equipment.

3 **15.3** Monthly Reports. Provider will report the information on a monthly basis in the format
4 as described in the Appendix to "IVT MedTrans 2016" Request for Proposal dated
5 February 2016 - Reporting.

6 **15.4** Annual Reports. Provider will report the information on an annual basis in the format as
7 described in the Appendix to "IVT MedTrans 2016" Request for Proposal dated February
8 2016 - Reporting.

9 **15.5** Miscellaneous Reports. In addition to the monthly and annual reporting, Provider shall
10 supply any and all reports necessary to comply with requirements of ICTC and other
11 local, State or Federal authorities. These reports shall include but not be limited to all
12 required California Air Resource Board Urban or Medium Bus Operators Emission
13 Requirements, California Transportation Development Act and FTA and National
14 Transit Database reporting requirements.

15 **15.6** Accident Reporting. Provider shall provide ICTC with immediate telephone
16 notification of accidents. Provider shall forward written copies of accident reports
17 within one (1) business day for injury accidents and three (3) business days for non-
18 injury accidents. Provider shall also forward all California Highway Patrol ("CHP")
19 Safety Compliance Reports within two (2) business days after CHP submission to
20 Provider.

21 **15.7** Survey/Study/Analysis Data. ICTC may periodically conduct surveys of ridership
22 during the term and, if applicable, the extension term of this Agreement. These surveys
23 may determine matters including socioeconomic, origination and destination and fare-
24 type characteristics of paratransit service system users. Provider shall cooperate in the
25 conduct of all surveys, including having its in-service drivers participate where
26 operationally possible, at no additional charge to ICTC.

27 **15.8** Proprietary Restriction. Provider agrees that all information it must furnish pursuant to
28 this Agreement shall be free from proprietary restrictions unless identified during

1 negotiation and mutually agreed-upon. Provider further agrees that other such data is
2 public and in the public domain.

3 **15.9** Maintenance of Data. Provider shall maintain accurate and complete books, records,
4 data and documents on generally-accepted accounting principles in accordance with
5 Uniform System of Accounts and Records adopted by the State Controller pursuant to
6 Section 99243 of the Public Utilities Code, and as required by ICTC or the California
7 Department of Transportation (“Cal Trans”). Such records shall be kept in such detail
8 and form so as to meet applicable local, State and Federal requirements.

9 **15.10** Accountability. A complete and separate set of books, accounts and/or records shall be
10 maintained by Provider, which records shall show details of transactions pertaining to
11 the management, maintenance and operation of only this system under the terms of this
12 Agreement. System transactions shall not be co-mingled with Provider's other
13 operations. Provider's records shall be kept with sufficient detail to constitute an audit
14 trail to verify that any and all costs charged to the system created by this Agreement are
15 in fact due to operations pursuant to this Agreement, and not due to separate or charter
16 operations by Provider. ICTC auditors shall perform a random audit of the financial
17 records of the service on an annual basis.

18 **15.11** Maintenance Records. Provider shall keep and maintain all work orders, warranty
19 dockets and maintenance records on vehicles and equipment, separated by vehicle, until
20 this Agreement is terminated. Provider shall release all such documents to ICTC upon
21 request or upon termination of this Agreement.

22 **15.12** Access. ICTC, Caltrans, FTA and the Comptroller General of the United States, or any
23 of their duly authorized representatives, shall have access to any books, documents,
24 papers, and records of Provider which are directly pertinent to this Agreement for the
25 purpose of making audit, examination, excerpts, and transcription of Provider’s files.
26 Provider shall maintain all these records for a period of at least five (5) years following
27 the close-out of this Agreement to allow for audits, examinations, excerpts and
28 transcriptions of Provider’s files.

1 **16. MAINTENANCE, EQUIPMENT AND SUPPLIES**

2 **16.1** Provider shall provide all facilities, tools, equipment, tires, fuel, oil, batteries, parts,
3 cleaning supplies, office supplies, office equipment and such other items or materials
4 required to professionally operate ICTC's paratransit services, including phone system
5 and service.

6 **16.2** Provider shall provide, operate and maintain the radio communications system for the
7 paratransit service, including but not limited to, securing of Federal Communications
8 Commission ("FCC") frequency, base station, transmitter, repeater if needed, and a
9 mobile unit for each vehicle and a spare. Provider must comply with ICTC policies and
10 FCC procedures for radio use.

11 **16.3 VEHICLE MAINTENANCE**

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

- 17 • Preventative Maintenance
- 18 • Mechanical Maintenance
- 19 • Zero Tolerance Graffiti Removal
- 20 • Cleaning Program
- 21 • Engine and Transmission
- 22 • Quality Control
- 23 • Warranties on New Buses
- 24 • Interior Bus Maintenance (Seats, Driver Seats, Floors)
- 25 • Wheelchair Lift/Ramp Maintenance
- 26 • Farebox Maintenance
- 27 • Tire Servicing
- 28 • Wheel Cleaning
- Maintenance Performance Analysis
- Maintenance Reporting

26 All preventative maintenance inspections and mechanical maintenance shall be
27 performed by qualified employees of the Provider unless otherwise noted. Provider is
28 responsible for providing the necessary trained and qualified staff to perform all

1 elements required as part of the maintenance program included within this Agreement.
2 Provider shall increase staffing as a function of need to perform all tasks required of the
3 maintenance program over the course of the project.

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

17 **16.3.1 MAINTENANCE PERSONNEL**

18 Maintenance personnel assigned to work on ICTC-owned and other contractor
19 buses shall have thorough knowledge of:

- 20 • Bus engines, transmissions, and related mechanical parts.
- 21 • Methods and procedures used in servicing mechanical equipment.
- 22 • Bus chassis and bodies.
- 23 • Tools, precision instruments, equipment, and procedures used in the general
24 repair and maintenance of bus equipment.
- 25 • Decimals, fractions, and specifications related to bus mechanics.
- 26
- 27
- 28

- 1 • Specialized areas such as upholstery, brake relining, air conditioning,
2 wheelchair lift or device, fareboxes, electronic destination signs, and laptop
3 computer diagnostic programming.

4 **16.3.2 MAINTENANCE PERSONNEL SKILLS**

5 **16.3.2.1** Inspect bus engines, transmissions, fuel systems, and other
6 mechanical, electric, and electronic parts and components.

7 **16.3.2.2** Diagnose bus engine, transmission, fuel systems, and other
8 mechanical, electrical, and electronic parts and component
9 system problems.

10 **16.3.2.3** Repair bus engines, transmissions, fuel systems and other
11 mechanical, electrical, and electronic parts and components when
12 necessary.

13 **16.3.2.4** Diagnose and repair electronic components, such as the bus
14 electronic control system, fareboxes, electronic destination signs,
15 wheelchair lift/ramp mechanisms and air conditioning systems.

16 **16.3.3 PREVENTIVE MAINTENANCE**

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

26 PMI intervals shall be at the following inspection mileages:

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

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

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

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

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

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

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

27 **16.3.4 MECHANICAL MAINTENANCE PROGRAM**

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

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

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

22 At a minimum, the Maintenance Program must provide that:

23 **16.3.4.1** All wheelchair lifts, ramps, and other accessibility-related
24 equipment shall be inspected, serviced and lubricated at intervals
25 necessary to insure that all accessibility features are fully
26 operational whenever the vehicle is used in revenue service.

27 **16.3.4.2** Fareboxes, radios, destination signs, public address systems,
28 request-to-stop systems, and passenger doors shall be inspected,

1 serviced and lubricated at intervals necessary to ensure that this
2 equipment is fully operational as designed whenever the vehicle
3 is used in revenue service.

4 **16.3.4.3** At scheduled oil change intervals, a laboratory engine and
5 transmission oil analysis shall be performed on every ICTC-
6 provided bus engine or transmission. The analysis program used
7 by Provider shall be subject to approval by ICTC.

8 **16.3.4.4** Brake inspections and adjustments shall be performed at intervals
9 that insure the safe and efficient operation of the braking system.
10 Brakes must be fully inspected, at a minimum, of 3,000 miles at
11 the "A" inspection.

12 **16.3.4.5** All components of the bus bodies, appurtenances, and frames
13 shall be maintained in a safe, sound and undamaged condition at
14 all times. Damage (including body damage and all bus
15 appurtenances) shall be repaired in a professional manner within
16 three weeks (21 calendar days) of occurrences. In the event that
17 the repairs cannot be made within three weeks due to the severity
18 of damage, and/or backorder of parts not typically in Provider's
19 inventory, Provider shall work with ICTC to establish a
20 reasonable schedule for completion.

21 **16.4** All mechanical, electrical, fluid, air, and/or hydraulic systems shall be maintained in a
22 safe and fully functional (as designed) condition at all times.

23 **16.5** The interior passenger compartment shall be free of exhaust fumes from the engine,
24 engine compartment, and exhaust system of the bus at all times.

25 **16.6** Heating, ventilation and air conditioning (HVAC) systems shall be maintained and used
26 to insure that the passenger compartment temperature is comfortably maintained under
27 all climatic conditions at all times during revenue service. Provider shall maintain the
28 A/C systems in an operable condition throughout the entire year.

- 1 **16.7** Bicycle racks (front two position SportWorks) are provided on all buses provided for
2 this service. Provider shall maintain bicycle racks in good working order. Racks shall
3 be inspected every 3,000 miles with the “A” PMI. Racks may need to be sanded,
4 repainted or polished, or replaced (if not easily repaired).
- 5 **16.8** Provider, as manager of the fleet, shall establish and maintain a spare parts inventory
6 based on the age and variety of vehicles, sufficient to ensure that peak hour vehicle
7 requirements are met. Vehicles may not be used to supply spare parts for other buses.
- 8 **16.9** ICTC may remove a vehicle from revenue service if ICTC determines that maintenance
9 on any vehicle is not in conformity with the Agreement.
- 10 **16.10** Provider, as an agent for ICTC in the case of warranted equipment, will be responsible
11 for ensuring that the vehicle manufacturers and all component manufacturers perform or
12 reimburse Provider for all parts and labor, which are covered under warranty. Provider
13 shall diligently follow the preventative maintenance program so any warranty coverage
14 on ICTC-owned or provided equipment is not lessened or invalidated.
- 15 **16.11** Upon completion or termination of the Agreement for any reason, Provider shall return
16 vehicles and all other ICTC-provided equipment to ICTC less reasonable wear-and-tear,
17 as determined by accepted bus industry standards and approved by ICTC.
- 18 **16.12** Driver and passenger seats shall be maintained in proper operating condition at all
19 times. It shall include, at a minimum, inspection, repair, and replacement for seat
20 cushions, frames, armrests, and all electrical, mechanical, and pneumatic components.
21 All rips, tears, cuts, gum, graffiti and other damage shall be cleaned and/or repaired in a
22 professional manner immediately upon their discovery. Provider shall replace seat
23 covers that are worn or cannot be professionally repaired, using materials that are
24 identical in design and color as those materials being replaced.
- 25 **16.13** Provider is responsible for all towing services related to this AGREEMENT.
- 26 **16.14** Tire maintenance and replacement are the responsibility of the Provider. Any new
27 buses delivered during the Agreement will be delivered with tires purchased by ICTC as
28

1 part of the bus procurement. Any replacements for these original tires will be the
2 responsibility of the Provider when the original tires require replacement.

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

7 **16.16** MAINTENANCE SHOP PRACTICES

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

10 **16.16.1** Tires shall always be matched (by manufacturer, size, and tread pattern) on each
11 axle. Provider shall follow manufacturer's recommended guidelines for wheel
12 maintenance and cleaning. Provider shall clean all wheels weekly and re-paint
13 steel wheels as necessary.

14 **16.16.2** Broken or cracked glass or window liners shall be replaced immediately upon
15 discovery. No buses shall enter into revenue service with broken or cracked
16 glass at any time. Scratched or etched glass or window liners shall be replaced
17 weekly, unless significant damage or offensive in nature, which shall require
18 immediate replacement.

19 **16.16.3** Bus Brake Replacement

20 **16.16.3.1** Both brakes on an axle will be replaced at the same time.

21 **16.16.3.2** Wheel seals will be replaced with every brake job, and bearings
22 will be checked.

23 **16.16.4** Other

24 **16.16.4.1** Cradle motor mounts shall be replaced in pairs.

25 **16.16.4.2** Radiators shall be re-cored or replaced at the time of engine
26 replacement.

27 **16.16.4.3** Bus maintenance and storage facilities shall be free of
28 freestanding water. All oil, grease, fluids, dirt, trash, rags, boxes,

1 etc. shall be removed from bus maintenance and storage facilities
2 daily. ICTC may inspect shop condition on a regular basis.

3 **16.17 BUS MAINTENANCE RECORD KEEPING**

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

6 Year and Make

7 Model

8 Serial number/ICTC fleet number

9 License number

10 Vehicle Identification Number (VIN)

11 Date received

12 Date placed in service

13 Annual miles

14 Contract miles

15 Life miles

16 Major Component Rebuild and Replacement including date and lifemiles

17 Vehicle repairs

18 Preventive Maintenance Inspection Reports

19 Daily "Bus Condition" reports

20 Work Orders

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

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

1 ICTC upon request. The computerized maintenance software system must be backed
2 up regularly.

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

6 **16.18 SAFETY**

7 **16.18.1**ICTC will require that the Motor Carrier Unit of the CHP annually prepare and
8 submit to ICTC a Safety Compliance Report (CHP 343) and Vehicle Inspection
9 Reports (CHP 343A). Provider shall fully cooperate with, and allow access as
10 requested to, any CHP officer, or agent, for the purposes of preparing the CHP
11 343. Provider must attain satisfactory ratings in each category of the Safety
12 Compliance Report. Provider must expeditiously correct any deficiencies noted
13 on any CHP vehicle or terminal inspection report.

14 **16.18.2**ICTC requires that Provider regularly inspect and maintain all safety equipment
15 used or required in the fulfillment of this Agreement. Provider is responsible for
16 purchasing, at its own cost, replacement fire extinguishers, first aid kits, first aid
17 kit refill supplies, and triangle reflector kits sufficient to ensure that spares are
18 always available and that the operation maintains compliance with local, state,
19 and federal safety regulations. Drivers' daily vehicle inspection shall include a
20 check of the fire extinguisher and triangle reflector kit. Used, missing, or
21 broken items must be replaced as soon as practicable. All vehicle and facility
22 fire extinguishers shall be inspected and tagged no less frequently than annually.
23 First aid kits shall be inspected and professionally serviced at least once per
24 year.

25 **16.19 ICTC REIMBURSEMENT OF ENGINE AND TRANSMISSION REBUILD COSTS**

26 ICTC recognizes that during the term of this Agreement, engines and/or transmissions
27 of ICTC-owned buses not under warranty may have to be rebuilt or replaced. If
28

1 Provider determines that an engine or transmission needs to be rebuilt or replaced, the
2 Provider shall notify ICTC, in writing, detailing the reasons for such a determination
3 including pertinent information from the vehicle file and a detailed cost estimate. An
4 outside vendor may be used if deemed cost effective after consultation and approval by
5 ICTC.

6 **16.19.1**After review, ICTC may direct Provider in writing, to proceed with the
7 recommended work.

8 **16.19.2**Provider will only be permitted to pass through to ICTC the costs related to any
9 engine or transmission work accomplished following the above-mentioned
10 procedure. ICTC will not be liable for any costs if Provider does not follow the
11 above-mentioned procedure. Provider must submit a detailed invoice to ICTC
12 for all such work.

13 **16.19.3**If ICTC determines that such work is necessary due to poor maintenance
14 performance by Provider, ICTC will not be liable for any costs.

15 **16.19.4**Provider shall remain responsible for all costs related to repair or replacement of
16 any engine-driven part including, but not limited to, generators, hydraulic
17 pumps, water pumps, fuel pumps, valve covers, oil pans, alternators, voltage
18 regulators, air compressors, air-conditioning compressors, vacuum pumps,
19 starter motors, and turbocharger. Provider shall also remain responsible for all
20 costs related to repair or replacement of transmission-related parts including, but
21 not limited to, oil coolers, external oil lines, external filters, external linkage
22 modulators, external speedometers/odometers, "driven" gears or sensors, neutral
23 start switches, and temperature sensors.

24 **17. FACILITIES**

25 **17.1** All facilities and arrangements including office space, furniture, dispatch, maintenance
26 bays, paved, secured and lighted parking areas, storage, on/off site fueling, radio,
27 telephone and computer connections are the responsibility of Provider and shall be
28 sufficient to support the operation of the paratransit services described herein.

1 17.2 Provider shall ensure that facilities provided are maintained as needed to ensure a safe,
2 hygienic, professional and attractive working environment that is in compliance with
3 local, State and Federal regulations.

4 17.3 Services shall be operated on an inter-city and inter-county basis. Vehicles dispatched
5 out of the facilities shall travel to various destinations. ICTC does not specify
6 preference for location; however, the location shall be evaluated for practicality and
7 functionality for the administration, operations and maintenance of the system.

8 17.4 Provider shall locate facilities so as to be able to bring a back-up vehicle into service
9 within sixty (60) minutes from the location.

10 17.5 The facilities are expected to serve the walk-in passenger, collect fare payment, and
11 provide a centralized site for operations and a distribution point for the sale of passes
12 and brochures.

13 **18. VEHICLES**

14 18.1 ICTC shall supply all revenue vehicles for the services. Provider shall supply all non-
15 revenue service hour vehicles. See Vehicles for Exhibit "A" – "IVT MedTrans Paratransit
16 Services Scope of Work FY 2016-2017 through FY 2020-21". Provider must examine
17 the service history and schedule to determine minimum size of vehicles and spares
18 required for efficient service operation.

19 18.2 Provider shall maintain adequate air-conditioning and passenger comfort on-board at all
20 times.

21 18.3 ICTC may inspect vehicles on- or off-route and pull a vehicle out of service at any time
22 due to perceived or reported safety violations, lack of air conditioning, lack of
23 functional wheel chair lift or other condition that impacts the health and welfare of
24 passengers.

25 **19. PERSONNEL**

26 19.1 Provider shall provide all management, office staff, drivers, dispatchers, mechanics,
27 maintenance clerks, cleaners, service workers, telephone information operators, road
28 supervisors and such other personnel necessary to responsibly operate ICTC's

1 paratransit services system, including any onboard security or supervision. It is
2 understood that Provider may subcontract components of its operations; however, no
3 such subcontract shall relieve Provider from responsibility to ensure compliance with
4 the terms of this Agreement.

5 **19.2** Provider will recruit, screen, hire, discipline and train personnel as necessary, conduct
6 monthly safety and other related employee meetings as necessary and perform liaison
7 activities with ICTC and other agencies related to execution of this Agreement. A copy
8 of employee benefits, work rules and union contracts shall be provided to ICTC.
9 Provider shall meet and coordinate with ICTC on a frequent basis.

10 **19.3** Provider shall supervise all drivers to the end that they are courteous to all patrons at all
11 times and respond to patrons' questions regarding use of the transit system or
12 connecting systems accurately.

13 **19.4** Provider shall provide ICTC with an organizational chart prior to start-up. After
14 startup, Provider shall provide a list of drivers' names and update said list monthly.
15 Provider shall not place a driver into service without the driver first completing
16 Provider's training program as outlined in Paragraph 20. Failure to comply with this
17 section may result in termination of this Agreement.

18 **20. TRAINING**

19 **20.1.** Provider shall provide full training for Provider's drivers. This training shall be a
20 minimum of eighty (80) hours per employee, of which at least thirty (30) hours shall be
21 behind the wheel. This training must be completed before a driver can enter
22 unsupervised passenger service. Provider shall maintain and certify driver records,
23 subject to review by ICTC and CHP.

24 **20.2** All Provider employees, including dispatchers and supervisor(s), shall be trained and
25 certified as drivers. Such training shall meet all requirements of the State of California.
26 A detailed description of Provider's proposed training program shall be submitted to
27 ICTC within thirty (30) days of the execution of this Agreement. Provider's training
28 plan shall provide a minimum of eight (8) hours of annual refresher training per driver.

1 **20.3** Provider shall conduct classroom training in at least the following areas: multi-media
2 first aid training, cardiopulmonary resuscitation (“CPR”), National Safety Council (or
3 approved equivalent) defensive driving course, customer service, sensitivity/empathy
4 training, emergency and accident procedures and wheelchair loading and securement
5 procedures.

6 **20.4** Provider will have all drivers obtain a class of drivers license as required by law, and
7 certification in CPR and first aid. All Provider employees must pass a pre-employment
8 physical examination, paid for by Provider, prior to start of training. All of Provider’s
9 drivers shall be subject to a pre-employment background check, a review of their
10 California Department of Motor Vehicle records.

11 **20.5** Drivers will be trained by a trainer or trainers who are certified by the National Safety
12 Council (or other approved agency) to instruct the defensive driving course and are
13 certified by either the American Heart Association or Red Cross (or another approved
14 agency) to instruct the drivers in first aid and CPR. Provider shall certify their trainer in
15 customer service, sensitivity training, emergency and accident procedures and
16 wheelchair loading and securement procedures, or as may otherwise be required by
17 local, State or Federal law or regulations.

18 **20.6** Provider shall require all drivers to attend a monthly safety meeting that shall be a
19 minimum of one (1) hour in duration. Provider shall implement a planned program of
20 safety retraining to be conducted at the safety meetings. ICTC and its representatives
21 shall be allowed to attend said safety meetings.

22 **21. LICENSES**

23 **21.1** Provider shall provide and maintain licenses for its radio system.

24 **21.2** Provider shall be responsible for any locally required business or other licenses,
25 including FCC and Public Utilities Commission certificates as required and necessary.
26 Provider shall also be solely responsible for any parking and traffic violations of
27 vehicles operated in connection with ICTC’s paratransit program.

28 **22. UNIFORMS**

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

8 **23. SAFETY AND SECURITY**

9 **23.1** Provider shall be responsible for the safety and security of passengers during operations
10 and for all related equipment and facilities. Provider shall develop specific procedures
11 that define the safety and security program for ICTC's paratransit services. Safety and
12 organizational meetings shall be held with all Provider employees at least once per
13 month.

14 **23.2** Provider shall report all hazardous conditions (e.g., trees, signs, slides, etc.) in the
15 service area to ICTC and any other appropriate authority and take necessary precautions
16 to safeguard passengers and personnel.

17 **23.3** Provider shall comply with all CHP and State and Federal Occupational Health and
18 Safety Administration requirements. Provider shall not permit drivers to bear weapons
19 of any type while operating a vehicle under this Agreement.

20 **24. INSURANCE REQUIREMENTS:**

21 **24.1** Throughout the life of this Agreement, Provider shall pay for and maintain in full force
22 and effect all policies of insurance required hereunder with an insurance company(ies)
23 either (i) admitted by the California Insurance Commissioner to do business in the State
24 of California and rated not less than "A- VII" in Best's Insurance Rating Guide, or (ii)
25 authorized by ICTC's Executive Director or his/her designee at any time and in his/her
26 sole discretion. The following policies of insurance are required:

- 27 (i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as
28 the most current version of Insurance Services Office (ISO) Commercial General

1 Liability Coverage Form CG 00 01 and include insurance for “bodily injury,” “property
2 damage” and “personal and advertising injury” with coverage for premises and
3 operations (including the use of owned and non-owned equipment), products and
4 completed operations, and contractual liability (including, without limitation, indemnity
5 obligations under the Contract) with limits of liability of not less than the following:

6 \$20,000,000 per occurrence for bodily injury and property damage

7 \$20,000,000 per occurrence for personal and advertising injury

8 \$20,000,000 aggregate for products and completed operations

9 \$20,000,000 general aggregate

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

15 (iii) GARAGEKEEPERS LIABILITY insurance which shall include coverage for all ICTC
16 vehicles in the care, custody, and control of the Provider with limits of liability of not
17 less than \$1,000,000 per occurrence and \$2,000,000 general aggregate.

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

25 (v) WORKERS' COMPENSATION insurance as required under the California Labor
26 Code.
27
28

1 (vi) EMPLOYERS' LIABILITY insurance with limits of liability of not less than
2 \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each
3 employee.

4 **24.2** Should Provider maintain higher limits than the minimum limits shown above, ICTC
5 requires and shall be entitled to coverage for the higher limits maintained by Provider.
6 Any available insurance proceeds in excess of the specified minimum limits of
7 insurance and coverage shall be available to ICTC.

8 **24.3** In the event Provider purchases an Umbrella or Excess insurance policy(ies) to meet the
9 minimum limits of insurance set forth above, this insurance policy(ies) shall "follow
10 form" and afford no less coverage than the primary insurance policy(ies).

11 **24.4** Provider shall be responsible for payment of any deductibles contained in any insurance
12 policies required hereunder and Provider shall also be responsible for payment of any
13 self-insured retentions. Any deductibles or self-insured retentions must be declared to,
14 and approved by, the ICTC's Executive Director or his/her designee. At the option of
15 the ICTC's Executive Director or his/her designee, either: (i) the insurer shall reduce or
16 eliminate such deductibles or self-insured retentions as respects to ICTC, its board
17 members, officers, employees, agents and volunteers, and Cities and their elected
18 officials, officers, employees, agents and volunteers: or (ii) Provider shall provide a
19 financial guarantee, satisfactory to ICTC's Executive Director or his/her designee,
20 guaranteeing payment of losses and related investigations, claim administration and
21 defense expenses. At no time shall ICTC or Cities be responsible for the payment of
22 any deductibles or self-insured retentions.

23 **24.5** All policies of insurance required hereunder shall be endorsed to provide that the
24 coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except
25 after 30 calendar day written notice has been given to ICTC. Upon issuance by the
26 insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in
27 coverage or in limits, Provider shall furnish ICTC with a new certificate and applicable
28 endorsements for such policy(ies). In the event any policy is due to expire during the

1 work to be performed for ICTC, Provider shall provide a new certificate, and applicable
2 endorsements, evidencing renewal of such policy not less than 15 calendar days prior to
3 the expiration date of the expiring policy.

4 **24.6** The General Liability and Automobile Liability insurance policies shall be written on an
5 occurrence form and shall name ICTC, its board members, officers, employees and
6 agents as an additional insured. Such policy(ies) of insurance shall be endorsed so
7 Provider's insurance shall be primary and no contribution shall be required of ICTC.
8 The coverage shall contain no special limitations on the scope of protection afforded to
9 ICTC, its board members, officers, employees and agents. Garagekeepers Liability
10 insurance shall be written on a direct primary coverage form and include comprehensive
11 and collision coverage. The Workers' Compensation insurance policy shall contain a
12 waiver of subrogation as to ICTC, its board members, officers, employees and agents.

13
14 **24.7** Provider shall furnish ICTC all certificate(s) and applicable endorsements effecting
15 coverage required hereunder. All certificates and applicable endorsements are to be
16 received by ICTC and approved by ICTC's Executive Director or his/her designee prior
17 to ICTC's execution of the Agreement and before work commences. Upon request of
18 ICTC, Provider shall immediately furnish ICTC with a complete copy of any insurance
19 policy required under this Agreement, including all endorsements, with said copy
20 certified by the underwriter to be a true and correct copy of the original policy. This
21 requirement shall survive expiration or termination of this Agreement.

22 **24.8** If at any time during the life of this Agreement or any extension, Provider or any of its
23 subcontractors fail to maintain any required insurance in full force and effect, all work
24 under this Agreement shall be discontinued immediately, and all payments due or that
25 become due to Provider shall be withheld until notice is received by ICTC that the
26 required insurance has been restored to full force and effect and that the premiums
27 therefore have been paid for a period satisfactory to ICTC. Any failure to maintain the
28 required insurance shall be sufficient cause for ICTC to terminate this Agreement. No

1 action taken by ICTC hereunder shall in any way relieve Provider of its responsibilities
2 under this Agreement.

3 **24.9** The fact that insurance is obtained by Provider shall not be deemed to release or
4 diminish the liability of Provider, including, without limitation, liability under the
5 indemnity provisions of this Agreement. The duty to indemnify ICTC shall apply to all
6 claims and liability regardless of whether any insurance policies are applicable. The
7 policy limits do not act as a limitation upon the amount of indemnification to be
8 provided by Provider. Approval or purchase of any insurance contracts or policies shall
9 in no way relieve from liability nor limit the liability of Provider, its principals, officers,
10 employees, agents, persons under the supervision of Provider, vendors, suppliers,
11 invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or
12 indirectly by any of them.

13 **24.10** If Provider should subcontract all or any portion of the services to be performed under
14 this Agreement, Provider shall require each subcontractor to provide insurance
15 protection in favor of ICTC, its board members, officers, employees and agents in
16 accordance with the terms of each of the preceding paragraphs, except that the
17 subcontractors' certificates and endorsements shall be on file with Provider and ICTC
18 prior to the commencement of any work by the subcontractor.

19 **25. TERMINATION**

20 **25.1 TERMINATION FOR CONVENIENCE**

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

25 **25.2 TERMINATION FOR DEFAULT**

26 If PROVIDER fails to perform the services within the time specified in this Agreement
27 or any extension or if PROVIDER fails to comply with any other provisions of this
28 Agreement, ICTC may terminate this Agreement for default. ICTC shall terminate by

1 delivering to PROVIDER a Notice of Termination specifying the nature of default.
2 PROVIDER will only be paid the contract price for services performed in accordance
3 with the manner of performance set forth in the Agreement.

4 If this Agreement is terminated while PROVIDER has possession of ICTC's property,
5 PROVIDER shall, upon direction of ICTC, protect and preserve the property until
6 surrendered to ICTC or its agent. ICTC and PROVIDER shall agree on payment for the
7 preservation and protection of property. Failure to agree on the amount will be resolved
8 under Paragraph 34 of this Agreement.

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

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

14 **25.3 OPPORTUNITY TO CURE**

15 ICTC shall in the case of a termination for breach or default, allow PROVIDER thirty
16 (30) days in which to cure the defect. In such case, the notice of termination will state
17 the time period in which cure is permitted and other appropriate conditions.

18 If PROVIDER fails to remedy to ICTC's satisfaction the breach or default of any of the
19 terms, covenants, or conditions of this Agreement within thirty (30) days after receipt
20 by PROVIDER of written notice from ICTC setting forth the nature of said breach or
21 default, ICTC shall have the right to terminate the Agreement without any further
22 obligation to PROVIDER. Any such termination for default shall not in any way
23 operate to preclude ICTC from also pursuing all available remedies against PROVIDER
24 and its sureties for said breach or default.

25 In the event that ICTC elects to waive its remedies for any breach by PROVIDER of
26 any covenant, term or condition of this Agreement, such waiver by ICTC shall not limit
27 ICTC's remedies for any succeeding breach of that or of any other term, covenant, or
28 condition of this Agreement.

1 **26. FUTURE CONTRACTUAL SERVICE ADJUSTMENTS.**

2 The service provided is dictated by the ridership demand and economics of the annual budget
3 process. After a contract has been executed, service demand may increase or decrease.
4 Adjustments within the original scope of work may take place to the contracted revenue service
5 days or hours that will affect the service pricing. The ICTC or the Provider may initiate a
6 discussion to adjust the level(s) of service. Pricing for a service hour increase or decrease
7 modification will be based on the cost per hour in effect for that fiscal year, as agreed and
8 submitted in the proposal submitted entitled "IVT MedTrans Paratransit Services Proposal"
9 dated April 2016. Contact service modifications, subsequent extensions, agreement terms and
10 subsidy are subject to criteria. Criteria for determining and evaluating the appropriateness of
11 the modification or extension will be reviewed and approved by the ICTC Commission and
12 Caltrans. Changes will not be made outside of the scope of work of this project. Changes will not
13 be made to the contract during the first thirty (30) days of operation. Changes may not be made
14 unilaterally or solely at the request of a passenger.

15 **27. EMPLOYEE WORK RULES**

16 Provider shall enforce the following employee rules:

17 **27.1** Uniforms must be worn at all times when on duty and shall be clean and presentable at
18 all times. Uniform designs, colors and ID tags are subject to ICTC approval.

19 **27.2** Gratuities shall not be accepted.

20 **27.3** Drivers shall have a thorough knowledge of ICTC transit services and service areas.
21 Drivers shall also have a basic knowledge of potential transfer locations for all ICTC
22 transit services.

23 **27.4 General Rules**

24 **27.4.1** No one will be permitted to smoke, eat or drink aboard vehicles at any time.
25 This includes passengers and staff.

26 **27.4.2** Boisterous language, profanity or incivility to anyone shall not be allowed while
27 Provider's personnel is in uniform and representing Provider and ICTC, whether
28 on- or off-duty.

- 1 **27.4.3** While in uniform, no Provider employee shall purchase, consume or be under
2 the influence of any narcotic, intoxicant, or harmful drug.
- 3 **27.4.4** Drivers shall be responsible for keeping all vehicles clean and sanitary during
4 their shift.
- 5 **27.4.5** All Provider employees are responsible for reporting any defects noted in any
6 vehicle to the supervisor and maintenance department immediately. Drivers
7 shall conduct a “walk-around” and an in-vehicle inspection of their vehicle and
8 fill out a form approved by ICTC for denoting the results of such inspection(s)
9 daily. Drivers shall have maintenance or management personnel resolve any
10 doubt about the safety of a vehicle prior to placing a vehicle in passenger
11 service.
- 12 **27.4.6** Employees may use vehicles only in accordance with their assigned duties.
- 13 **27.4.7** Employees must conduct themselves and operate vehicles in a safe and
14 courteous manner at all times.
- 15 **27.4.8** No one shall be permitted to solicit on the vehicle.
- 16 **27.4.9** No item longer than five (5) feet will be permitted on the vehicle.
- 17 **27.4.10** All information regarding accidents shall be treated as confidential. Employees
18 shall refrain from speaking to anyone concerning any accident unless it is to
19 police, supervisory personnel, or other person(s) involved in the accident as
20 required by law.
- 21 **27.4.11** Persons under the influence of any intoxicant, narcotic, or harmful drug shall
22 not be permitted on the vehicle.
- 23 **27.4.12** Drivers providing service shall be required to travel over prescribed routes. If it
24 becomes necessary to leave the route, the dispatcher or immediate supervisor
25 shall be notified immediately.
- 26 **27.4.13** Drivers will provide the assistance required to help elderly and disabled persons
27 boarding and de-boarding vehicles, moving to their seat and/or maneuvering and
28

1 securing wheelchairs. Under no circumstances will drivers enter a passenger's
2 residence or physically lift a passenger.

3 **27.4.14** No vehicle shall be operated when its condition is unsafe or uncertain.

4 **27.4.15** No driver shall operate the wheelchair lift until he/she has received the required
5 training and if there is any doubt whatsoever about the mechanical condition of
6 the lift or safety of the passenger as a result from using the lift. Wheelchair lift
7 operation shall be in compliance with the methodology recommended by the
8 organizational equipment manual.

9 **28. ICTC POLICIES AND STANDARDS**

10 Provider shall meet ICTC transit service policies and standards in the operation of ICTC's IVT
11 MedTrans paratransit services. Penalty payments shall be assessed in accordance with the
12 Table of Incentives and Penalties.

13 **29. CONFLICT OF INTEREST**

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

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

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

24 **30.1. Drug And Alcohol Testing (49 U.S.C. § 5331, 49 CFR Part 655).** Provider agrees to
25 establish and implement a drug and alcohol testing program that complies with 49
26 United States Code ("U.S.C.") §5331 and 49 Code of Federal Regulations ("CFR") Part
27 655. Provider agrees to produce any documentation necessary to establish its
28 compliance with Part 655 and permit any authorized representative of the United States

1 Department of Transportation (“US DOT”) or its operating administrations, the State
2 Oversight Agency of State of California or ICTC to inspect the facilities and records
3 associated with the implementation of the drug and alcohol testing program as required
4 under 49 CFR Part 655 and review the testing process. Provider further agrees to
5 annually certify its compliance with Part 655 to ICTC on or before January 15 of each
6 year this Agreement is in effect.

7 **30.2** Buy American Requirements (49 U.S.C. §5323 (j), 49 CFR Part 661). Provider agrees
8 to comply with 49 U.S.C §5323 (j) and 49 CFR Part 661, which provide that Federal
9 funds may not be obligated unless steel, iron and manufactured products used in FTA-
10 funded projects are produced in the United States, unless a waiver has been granted by
11 FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR
12 Part 661.7 and include but are not limited to, final assembly in the United States for 15-
13 passenger vans and 15-passenger wagons produced by Chrysler Corporation,
14 microcomputer equipment, software and small purchases (currently less than one
15 hundred thousand dollars (\$100,000)) made with capital, operating or planning funds.
16 Separate requirements for rolling stock are provided in §5323 (j)(2)(C) and 49 CFR Part
17 661.11. Rolling stock not subject to a general waiver must be manufactured in the
18 United States and have a 60 percent (60%) domestic content.

19 **30.3** Charter Bus Requirements/Charter Service Operations (49 U.S.C. §5323(d), 49 CFR
20 Part 604). Provider agrees to comply with 49 U.S.C. §5323(d) and 49 CFR Part 604,
21 which provides that recipients and subrecipients of FTA assistance are prohibited from
22 providing charter service using federally-funded equipment or facilities if there is at
23 least one (1) private charter operator willing and able to provide the service, except
24 under one of the exceptions at 49 CFR Part 604.9. Any charter service provided under
25 one of the exceptions must be “incidental” (i.e., it must not interfere with or detract
26 from the provisions of mass transportation).

27 **30.4** School Bus Requirements/School Bus Operations (49 U.S.C. §5323 (f), 49 CFR Part
28 605). Pursuant to 49 U.S.C. §5323(f) and 49 CFR Part 605, recipients and subrecipients

1 of FTA assistance may not engage in school bus operations exclusively for the
2 transportation of students and school personnel in competition with private school bus
3 operators unless qualified under specified exemptions. When operating exclusive
4 school bus service under an allowable exemption, recipients and subrecipients may not
5 use federally funded equipment, vehicles, or facilities.

6 **30.5** Energy Conservation Requirements (42 U.S.C. §6321 *et seq.*, 49 CFR Part 18).

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

10 **30.6** Clean Water Requirements (33 U.S.C. §1251).

11 **30.6.1** Provider agrees to comply with all applicable standards, orders or regulations
12 issued pursuant to the Federal Water Pollution Control Act, as amended, 33
13 U.S.C. §1251 *et seq.* Provider agrees to report each violation to ICTC and
14 understands and agrees that ICTC will, in turn, report each violation as required
15 to assure notification to FTA and the appropriate EPA regional office.

16 **30.6.2** Provider also agrees to include Paragraph 26.6.1 in each subcontract exceeding
17 one hundred thousand dollars (\$100,000) financed in whole or in part with
18 Federal assistance provided by FTA.

19 **30.7** Lobbying (31 U.S.C. §1352, 49 CFR Part 20)/Byrd Anti-Lobbying Amendment, 31
20 U.S.C. §1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be
21 codified at 2 U.S.C. §1601, *et seq.*]. Contractors who apply or bid for and award of one

22 hundred thousand dollars (\$100,000) or more shall file the certification required by 49
23 CFR Part 20, “New Restrictions on Lobbying.” Each tier certifies to the tier above that
24 it will not and has not used Federal appropriated funds to pay any person or
25 organization for influencing or attempting to influence an officer or employee of any
26 agency, a member of Congress, officer or employee of Congress, or an employee of a
27 member of Congress in connection with obtaining any Federal contract, grant or any
28 other award covered by 31 U.S.C. §1352. Each tier shall also disclose the name of any

1 registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts
2 on its behalf with non-Federal funds with respect to that Federal contract, grant or
3 award covered by 31 U.S.C. §1352. Such disclosures are forwarded from tier to tier up
4 to the recipient.

5 **30.8** Federal Changes (49 CFR Part 18). Provider shall at all times comply with all
6 applicable FTA regulations, policies, procedures and directives, including without
7 limitation those listed directly or by reference in any agreement between ICTC and
8 FTA, as they may be amended or promulgated from time to time. Provider's failure to
9 so comply shall constitute a material breach of this Agreement.

10 **30.9** Clean Air (42 U.S.C. §7401 *et seq.*, 40 CFR Part 15.61, 49 CFR Part 18).

11 **30.9.1** Provider agrees to comply with all applicable standards, orders or regulations
12 issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401 *et seq.*
13 Provider agrees to report each violation to ICTC and understands and agrees that
14 ICTC will, in turn, report each violation as required to assure notification to
15 FTA and the appropriate EPA Regional Office.

16 **30.9.2** Provider also agrees to include Paragraph 29.9.1 in each subcontract exceeding
17 one hundred thousand dollars (\$100,000) financed in whole or part with Federal
18 assistance provided by FTA.

19 **30.10** Recycled Products/Recovered Materials (42 U.S.C. §6962, 40 CFR Part 247, Executive
20 Order 12873). Provider agrees to comply with all the requirements of Section 6002 of
21 the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. §6962),
22 including but not limited to the regulatory provisions of 40 CFR Part 247, and
23 Executive Order 12873, as they apply to the procurement of the items designated in
24 Subpart B of 40 CFR Part 247.

25 **30.11** No Government Obligation to Third Parties. The Federal Government is not obligated
26 to any third party pursuant to this Agreement.

27 **30.11.1.** ICTC and Provider acknowledge and agree that, notwithstanding any
28 concurrence by the Federal Government in or approval of the solicitation or

1 award of this Agreement, absent the express written consent by the Federal
2 Government, the Federal Government is not a party to this Agreement and shall
3 not be subject to any obligations or liabilities to ICTC, Provider or any other
4 party (whether or not a party to this Agreement) pertaining to any matter
5 resulting from this Agreement.

6 **30.11.2** Provider agrees to include Paragraph 29.11.1 in each subcontract financed in
7 whole or in part with Federal assistance provided by FTA. It is further agreed
8 that the clause shall not be modified, except to identify the subprovider who will
9 be subject to the provisions of that paragraph.

10 **30.12** Program Fraud and False or Fraudulent Statements and Related Acts (31 U.S.C. §3801
11 *et seq.*, 49 CFR Part 31, 18 U.S.C. §1001, 49 U.S.C. §5307).

12 **30.12.1** Provider acknowledges that the provisions of the Program Fraud Civil Remedies
13 Act of 1986, as amended, 31 U.S.C. §3801 *et seq.* and US DOT regulations,
14 “Program Fraud Civil Remedies,” 49 CFR Part 31, apply to its actions
15 pertaining to this Agreement. Upon execution of this Agreement, Provider
16 certifies or affirms the truthfulness and accuracy of any statement it has made, it
17 makes, it may make, or causes to be made, pertaining to this agreement or the
18 FTA-assisted project for which this work is being performed. In addition to
19 other penalties that may be applicable, Provider further acknowledges that if it
20 makes, or causes to be made, a false, fictitious, or fraudulent claim, statement,
21 submission, or certification, the Federal Government reserves the right to
22 impose the penalties of the Program Fraud Civil Remedies Act of 1986 on
23 Provider to the extent the Federal Government deems appropriate.

24 **30.12.2** Provider also acknowledges that if it makes, or causes to be made, a false,
25 fictitious or fraudulent claim, statement, submission or certification to the
26 Federal Government under a contract connected with this Agreement that is
27 financed in whole or in part with Federal assistance originally awarded by
28

1 FTA under the authority of 49 U.S.C. §5307, the Federal Government reserves
2 the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1)
3 on Provider to the extent the Federal Government deems appropriate.

4 **30.12.3** Provider agrees to include Paragraphs 29.12.1 and 29.12.2 in each subcontract
5 financed in whole or in part with Federal assistance provided by FTA. It is
6 further agreed that the clauses shall not be modified, except to identify the
7 subprovider who will be subject to the provisions.

8 **30.13** Privacy Act/Contracts Involving Federal Privacy Act Requirements (5 U.S.C. §552).

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

12 **30.13.1** Provider agrees to comply with, and assures the compliance of its employees
13 with, the information restrictions and other applicable requirements of the
14 Privacy Act of 1974, 5 U.S.C. §552a. Among other things, Provider agrees to
15 obtain the express consent of the Federal Government before Provider or its
16 employees operate a system of records on behalf of the Federal Government.
17 Provider understands that the requirements of the Privacy Act, including the civil
18 and criminal penalties for violation of that Act, apply to those individuals
19 involved, and that failure to comply with the terms of the Privacy Act may result
20 in termination of an agreement.

21 **30.13.2** Provider also agrees to include Paragraph 29.13.1 in each subcontract to
22 administer any system of records on behalf of the Federal Government financed
23 in whole or in part with Federal assistance provided by FTA.

24 **30.14** Civil Rights Requirements (29 U.S.C. §623, 42 U.S.C. §2000, 42 U.S.C. §6102, 42
25 U.S.C. §12112 and 12132, 49 U.S.C. §5332, 29 CFR Part 1630, 41 CFR Parts 60 *et*
26 *seq.*) The following requirements apply to Provider and its employees.

1 **30.14.1 Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as
2 amended, 42 U.S.C. §2000d, section 303 of the Age Discrimination Act of 1975,
3 as amended, 42 U.S.C. §6102, section 202 of the ADA, 42 U.S.C. §12132, and
4 Federal transit law at 49 U.S.C. §5332, Provider agrees that it will not
5 discriminate against any employee or applicant for employment because of race,
6 color, creed, national origin, sex, age or disability. In addition, Provider agrees
7 to comply with applicable Federal implementing regulations and other
8 implementing regulations FTA may issue.

9 **30.14.2 Equal Employment Opportunity.** The following equal employment opportunity
10 requirements apply to this Agreement:

11 **A. Race, Color, Creed, National Origin, Sex.** In accordance with Title VII
12 of the Civil Rights Act, as amended, 42 U.S.C. §2000e, and Federal
13 transit laws at 49 U.S.C. §5332, Provider agrees to comply with all
14 applicable equal employment opportunity requirements of U.S.
15 Department of Labor (“US DOL”) regulations, “Office of Federal
16 Contact Compliance Programs, Equal Employment Opportunity,
17 Department of Labor,” 41 C.F.R. Parts 60 *et seq.*, (which implement
18 Executive Order No. 11246, “Equal Employment Opportunity,” as
19 amended by Executive Order No. 11375, “Amending Executive Order
20 11246 Relating to Equal Employment Opportunity,” 42, U.S.C. §2000e
21 note), and with any applicable local, State or Federal statutes, executive
22 orders, regulations, and local, State or Federal policies that may in the
23 future affect construction activities undertaken in the performance of this
24 Agreement. Provider agrees to take affirmative action to ensure that
25 applicants are employed, and that employees are treated during
26 employment, without regard to their race, color, creed, national origin,
27 sex, or age. Such action shall include, but not be limited to the
28 following: employment, upgrading, demotion or transfer, recruitment or

1 recruitment advertising, layoff or termination; rates of pay or other forms
2 of compensation; and selection for training, including apprenticeship. In
3 addition, Provider agrees to comply with any implementing requirements
4 FTA may issue.

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

10 **C.** Disabilities. In accordance with section 102 of the ADA, as amended,
11 42 U.S.C. §12112, Provider agrees that it will comply with the
12 requirements of U.S. Equal Employment Opportunity Commission,
13 “Regulations to Implement the Equal Employment Provisions of the
14 Americans with Disabilities Act,” 29 CFR Part 1630, pertaining to
15 employment of persons with disabilities. In addition, Provider agrees to
16 comply with any implementing requirements FTA may issue.

17 **30.14.3** Provider also agrees to include Paragraphs 29.14.1 and 29.14.2 in each
18 subcontract financed in whole or in part with Federal assistance provided by
19 FTA, modified only if necessary to identify the affected parties.

20 **30.15** Transit Employee Protective Agreements (49 U.S.C. §§5310, 5311, and 5333, 29 CFR
21 Part 215). Provider agrees to comply with applicable transit employee protective
22 requirements. Provider also agrees to include any applicable requirements in each
23 subcontract involving transit operations financed in whole or in part with Federal
24 assistance provided by FTA.

25 **30.15.1** General Transit Employee Protective Requirements. To the extent that FTA
26 determines that transit operations are involved, Provider agrees to carry out the
27
28

1 paratransit service operations work on this Agreement in compliance with terms
2 and conditions determined by the U.S. Secretary of Labor to be fair and
3 equitable to protect the interests of employees employed under an agreement
4 and to meet the employee protective requirements of 49 U.S.C. §5333(b), and
5 US DOL guidelines at 29 CFR Part 215, and any amendments thereto. These
6 terms and conditions are identified in the letter of certification from the U.S.
7 DOL to FTA applicable to the FTA Recipient's project from which Federal
8 assistance is provided to support work on an agreement. Provider agrees to
9 carry out that work in compliance with the conditions stated in that U.S. DOL
10 letter. However, the requirements of this Paragraph 29.15.1 do not apply to any
11 contract financed with Federal assistance provided by FTA either for projects
12 for elderly individuals and individual with disabilities authorized by 49 U.S.C.
13 §5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C.
14 §5311. Alternate provisions for those projects are set forth in Paragraphs
15 29.15.2 and 29.15.3.

16 **30.15.2 Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.**

17 **§5310(a)(2) for Elderly Individuals and Individuals with Disabilities.** Since this
18 Agreement may involve transit operations financed in whole or in part with
19 Federal assistance authorized by 49 U.S.C. §5310(a)(2), and if the U.S.
20 Secretary of Transportation has determined or determines in the future that the
21 employee protective requirements of 49 U.S.C. §5333(b) are necessary or
22 appropriate for the state and the public body subrecipient for which work is
23 performed on this Agreement, Provider agrees to carry out the performance of
24 this Agreement in compliance with the terms and conditions determined by the
25 U.S. Secretary of Labor to meet the requirements of 49 U.S.C. §5333(b), US
26 DOL guideline at 29 CFR Part 215, and any amendments thereto. These terms
27 and conditions are identified in the US DOL's letter of certification to FTA, the
28 date of which is set forth Grant Agreement of Cooperative Agreement with the

1 state. Provider agrees to perform transit operations in connection with the
2 underlying contract in compliance with the conditions stated in that US DOL
3 letter.

4 **30.15.3** Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.

5 §5311 in Non-Urbanized Areas. Since this Agreement involves transit
6 operations financed in whole or in part with Federal assistance authorized by 49
7 U.S.C. §5311, Provider agrees to comply with the terms and conditions of the
8 Special Warranty for the Non-urbanized Area Program agreed to by the U.S.
9 Secretaries of Transportation and Labor, dated May 31, 1979, and the
10 procedures implemented by US DOL or any revision thereto.

11 **30.16** Incorporation of FTA Terms (FTA Circular 4220.1F). The preceding provisions

12 include, in part, certain Standard Terms and Conditions required by DOT, whether or
13 not expressly set forth in the provisions of this Agreement. All contractual provisions
14 required by DOT, as set forth in FTA Circular 4220.1F, dated March 13, 2013, are
15 hereby incorporated by reference. Anything to the contrary herein notwithstanding, all
16 FTA-mandated terms shall be deemed to control in the event of a conflict with other
17 provisions contained in this Agreement. Provider shall not perform any act, fail to
18 perform any act, or refuse to comply with any ICTC requests that would cause ICTC to
19 be in violation of the FTA terms and conditions.

20 **30.17** Access to Records and Reports (49 U.S.C. 5325, 49 CFR 18.36 (i), 49 CFR 633.17).

21 **30.17.1** Provider agrees to provide ICTC, the FTA Administrator and the Comptroller

22 General of the United States or any of their authorized representatives access to
23 any books, documents, papers and records of Provider which are directly
24 pertinent to this Agreement for the purposes of making audits, examinations,
25 excerpts and transcriptions. Provider also agrees, pursuant to 49 CFR 633.17 to
26 provide the FTA Administrator or his/her authorized representatives including
27 any PMO Provider access to Provider's records and construction sites pertaining
28 to a major capital project, defined at 49 U.S.C. 5302(a) 1, which is receiving

1 federal financial assistance through the programs described at 49 U.S.C. 5307,
2 5309 or 5311.

3 **30.17.2** Provider agrees to permit any of the foregoing parties to reproduce by any
4 means whatsoever or to copy excerpts and transcriptions as reasonably needed.

5 **30.17.3** Provider agrees to maintain all books, records, accounts and reports required
6 under this Agreement for a period of not less than three (3) years after the date
7 of termination or expiration of this Agreement, except in the event of litigation
8 or settlement of claims arising from the performance of this Agreement, in
9 which case Provider agrees to maintain same until ICTC, the FTA
10 Administrator, the Comptroller General, or any of their duly authorized
11 representatives, have disposed of all such litigation, appeals, claims or
12 exceptions related thereto. Reference 49 CFR 18.39(i)(11).

13 **31. INDEMNIFICATION**

14 To the furthest extent allowed by law, Provider shall indemnify, hold harmless and defend
15 ICTC and each of its board members, officers, employees and agents from any and all loss,
16 liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict
17 liability, including but not limited to personal injury, death at any time and property damage)
18 incurred by ICTC, Provider or any other person, and from any and all claims, demands and
19 actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to
20 have arisen directly or indirectly out of performance of this Agreement. Provider's obligations
21 under the preceding sentence shall apply regardless of whether ICTC and each of its board
22 members, officers, employees and agents are actively or passively negligent, but shall not apply
23 to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the active
24 negligence, or caused by the willful misconduct, of ICTC or its board members, officers,
25 employees and agents.

26 If Provider should subcontract all or any portion of the work to be performed under this
27 Agreement, Provider shall require each subcontractor to indemnify, hold harmless and defend
28

1 ICTC and each of its board members, officers, employees and agents in accordance with the
2 terms of the preceding paragraph.

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

4 **32. INDEPENDENT CONTRACTOR**

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

8 **32.1** Provider is not an employee or agent of ICTC and is only responsible for the
9 requirements and results specified by this Agreement or any other Agreement.

10 **32.2** Provider shall be responsible to ICTC only for the requirements and results specified by
11 this Agreement and except as specifically provided in this Agreement, shall not be
12 subject to ICTC's control with respect to the physical actions or activities of Provider in
13 fulfillment of the requirements of this Agreement.

14 **32.3** Provider is not, and shall not be, entitled to receive from, or through, ICTC, and ICTC
15 shall not provide, or be obligated to provide, Provider with Worker's Compensation
16 coverage or any other type of employment or worker insurance or benefit coverage
17 required or provided by any Federal, State or local law or regulation for, or normally
18 afforded to, an employee of ICTC.

19 **32.4** Provider shall not be entitled to have ICTC withhold or pay, and ICTC shall not
20 withhold or pay, on behalf of Provider, any tax or money relating to the Social Security
21 Old Age Pension Program, Social Security Disability Program, or any other type of
22 pension, annuity, or disability program required or provided by any Federal, State or
23 local law or regulation.

24 **32.5** Provider shall not be entitled to participate in, or receive any benefit from, or make any
25 claim against any ICTC fringe program, including, but not limited to, ICTC's pension
26 plan, medical and health care plan, dental plan, life insurance plan, or any other type of
27 benefit program, plan, or coverage designated for, provided to, or offered to ICTC's
28 employee.

1 **32.6** ICTC shall not withhold or pay, on behalf of Provider, any Federal, State, or local tax,
2 including, but not limited to, any personal income tax, owed by Provider.

3 **32.7** Provider is, and at all times during the term of this Agreement, shall represent and
4 conduct itself as an independent contractor, not as an employee of ICTC.

5 **32.8** Provider shall not have the authority, express or implied, to act on behalf of, bind or
6 obligate the ICTC in any way without the written consent of ICTC.

7 **33. ASSIGNMENT**

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

10 **34. CONTRACTUAL DISPUTE RESOLUTION**

11 **34.1** Disputes arising in the performance of this Agreement which are not resolved by
12 agreement of the parties shall be decided in writing by the ICTC Board. Each party
13 shall have the right to submit any unresolved dispute to mediation. If the parties cannot
14 agree on a mediator, then each party shall select its own mediator and those mediators
15 will jointly select a third mediator to mediate the dispute. If mediation is not successful,
16 the parties may pursue their remedies as they choose.

17 **34.2** Unless otherwise directed by ICTC, Provider shall continue performance under this
18 Agreement while matters in dispute are being resolved.

19 **34.3** The duties and obligations imposed by this Agreement and the rights and remedies
20 available hereunder shall be in addition to and not a limitation of any duties,
21 obligations, rights and remedies otherwise imposed or available by law. No action or
22 failure to act by either party shall constitute a waiver of any right or duty afforded any
23 of them under this Agreement, nor shall any such action or failure to act constitute an
24 approval of or acquiescence in any breach hereunder, except as may be specifically
25 agreed in writing.

26 **35. NOTICES AND REPORTS**

27 All notices and reports under this Agreement shall be in writing and may be given by personal
28 delivery or by mailing by certified mail, addressed as follows:

1 ICTC
2 Imperial County
3 Transportation Commission
4 Attention: Mark Baza, Executive Director
5 1405 N Imperial Ave., Suite 1
6 El Centro, CA 92243

PROVIDER
First Transit Inc.
Attn: Juan Antonio Lopez
Regional Vice President
7581 Willow Drive Suite 103
Tempe, AZ 85283

7 Notices and reports under this Agreement may be given by personal delivery or by mailing by
8 certified mail at such other address as either party may designate in a notice to the other party
9 given in such manner. Any notice given by mail shall be considered given when deposited in
10 the United States Mail, postage prepaid, addressed as provided herein.

11 **36. ENTIRE AGREEMENT**

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

15 **37. MODIFICATION**

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

19 **38. CAPTIONS**

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

22 **39. PARTIAL INVALIDITY**

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

26 **40. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS**

27 As used in this Agreement and whenever required by the context thereof, each number, both
28 singular and plural, shall include all numbers, and each gender shall include a gender. Provider as used
in this Agreement or in any other document referred to in or made a part of this Agreement shall
likewise include both singular and the plural, a corporation, a partnership, individual, firm or person

1 acting in any fiduciary capacity as executor, administrator, trustee or in any other representative
2 capacity or any other entity. All covenants herein contained on the part of Provider shall be joint and
3 several if more than one person, firm or entity executes the Agreement.

4 **41. WAIVER**

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

8 **42. CHOICE OF LAW**

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

12 **43. ATTORNEYS' FEES AND COSTS**

13 If either party herein brings an action to enforce the terms thereof or declare rights hereunder,
14 the prevailing party in any such action, on trial or appeal, shall be entitled to his reasonable attorneys'
15 fees as fixed by the court and his actual costs to be paid by the losing party.

16 **44. FORCE MAJEURE**

17 If any party fails to perform its obligation because of strikes, lockouts, labor disputes,
18 embargoes, acts of God, inability to obtain labor or materials, fuel shortages, government restrictions,
19 governmental regulations, governmental controls, judicial orders, enemy or hostile governmental
20 action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the
21 party obligated to perform, then that party's performance shall be excused. However, Provider shall not
22 receive payment for vehicle service hours that are not provided.

23 **45. AUTHORITY**

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

25 **45.1** He/She is duly authorized to execute and deliver this Agreement on behalf of Provider;

26 **45.2** Such execution and delivery is in accordance with the terms of the Articles of
27 Incorporation or Partnership, any by-laws or Resolutions of Provider and;

28 **45.3** This Agreement is binding upon Provider in accordance with its terms.

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

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

5
6 **IMPERIAL COUNTY**
7 **TRANSPORTATION COMMISSION:**

PROVIDER:
FIRST TRANSIT, INC.

8
9
10 By: _____
11 Chairperson

By: 
11 NICK PROMPONAS
12 Senior Vice President

13 ATTEST:

14
15 _____
16 CRISTI LERMA
17 Secretary to ICTC

18 APPROVED AS TO FORM:

19 KATHERINE TURNER
20 County Counsel

21 By: 
22 Eric Havens
23 Deputy County Counsel

VII. ACTION CALENDAR

**D. COMPETITIVE BID FOR THE IVT MEDTRANS PARATRANSIT
PUBLIC OUTREACH, BRANDING AND MARKETING SERVICES**



1405 N. IMPERIAL AVE., SUITE 1
EL CENTRO, CA 92243-2875
PHONE: (760) 592-4494
FAX: (760) 592-4497

April 21, 2016

James Predmore, Chairman
Imperial County Transportation Commission
1405 N. Imperial Ave Suite 1
El Centro, CA 92243

SUBJECT: Competitive Bid for the IVT MedTrans Paratransit– Public Outreach,
Branding and Marketing Services

Dear Commission Members:

ICTC recently completed a competitive bid focused on the public outreach, brand/logo development and marketing for the rebranding and launch of the service previously known as Medexpress, for the IVT MedTrans services.

The Scope of Work in the Request for Proposal (RFP) was for a three period of time and included bilingual public outreach and awareness at the onset of the project focused on medical care providers, hospital staff and others involved with the care of transit dependent, seniors, persons with disabilities and veterans. In addition, a brand and logo, and a basic website would be developed at the beginning of the project. The ensuing two years would be focused on further marketing activities including but not limited to; radio advertisements, photography, a follow up survey, brochures and other devices.

Two proposals were received; from Conveyor Group and Spectrum Advertising. The proposals were reviewed and scored by an Evaluation Committee comprised of staff from the County Health Department, ECRMC, a passenger advocate and ICTC on April 7, 2016.

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

Conveyor Group 673 hours for a price of \$146,820
Spectrum 485 hours for a price of \$136,200

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

In order to parallel the transit service implementation schedule; to eliminate any breaks in service beyond June 30, 2016 with the incumbent transit service operator, it is requested that the Commission review and approve, after any public comment received:

1. Authorize the Chairman to sign the IVT MedTrans Public Outreach, Branding and Marketing Consultant Agreement with the firm of Franklin Lee Enterprises L.L.C. dba CONVEYOR GROUP, for the not to exceed fee of \$146,820, effective May 1, 2016 through June 30, 2019.

Sincerely,

MARK BAZA
Executive Director

BY: 

Kathi Williams
Senior Transit Planner

MB/ksw/cl

1 **AGREEMENT FOR SERVICES**

2
3 THIS AGREEMENT FOR SERVICES (“Agreement”), made and entered into this _____ day
4 of _____, 2016, by and between the **IMPERIAL COUNTY TRANSPORTATION**
5 **COMMISSION (“ICTC”)** and **FRANKLIN LEE ENTERPRISES, L.L.C.**, an active California limited
6 liability company doing business as Conveyor Group (“CONSULTANT”) (individually, “Party;”
7 collectively, “Parties”).

8 **WITNESSETH**

9 **WHEREAS** ICTC desires to retain a qualified individual, firm or business entity to provide
10 professional services for public outreach, marketing, and brand and logo development services (“the
11 Project”); and

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

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

16 1. **DEFINITIONS.**

17 1.1. “RFP” shall mean ICTC’s request for proposals entitled “IVT MedTrans Public Outreach,
18 Marketing, Brand and Logo Development Services Request for Proposal” dated February 24, 2016. The
19 RFP is attached as **Exhibit “A”** and incorporated herein by this reference.

20 1.2. “Proposal” shall mean CONSULTANT’s proposal entitled “Response to Request for
21 Proposal IVT MedTrans Public Outreach, Marketing, Brand and Logo Development Services” including
22 “IVT MedTrans Cost/Price Proposal” dated April 2, 2016. The Proposal is attached as **Exhibit “B”** and
23 incorporated herein by this reference.

24 2. **CONTRACT COORDINATION.**

25 2.1. CONSULTANT shall assign a single Contract Manager to have overall responsibility for
26 the progress and execution of this Agreement. Aaron F. Popejoy is hereby designated as the Contract
27 Manager for CONSULTANT. Should circumstances or conditions subsequent to the execution of this
28 Agreement require a substitute Contract Manager for any reason, the Contract Manager’s designee shall be

1 subject to the prior written acceptance and approval of ICTC.

2 3. DESCRIPTION OF WORK.

3 3.1. CONSULTANT shall provide all materials and labor to perform this Agreement. In the
4 event of a conflict among this Agreement, the RFP and the Proposal, the RFP shall take precedence over the
5 Proposal and this Agreement shall take precedence over both.

6 3.2. CONSULTANT shall perform additional or extra work if required, utilizing the per hour
7 rate set forth in Exhibit "B".

8 4. WORK TO BE PERFORMED BY CONSULTANT.

9 4.1. CONSULTANT shall comply with all terms, conditions and requirements of the RFP,
10 Proposal and this Agreement.

11 4.2. CONSULTANT shall perform such other tasks as necessary and proper for the full
12 performance of the obligations assumed by CONSULTANT hereunder.

13 4.3. CONSULTANT shall:

14 4.3.1. Procure all permits and licenses, pay all charges and fees, and give all notices that
15 may be necessary and incidental to the due and lawful prosecution of the services to be performed
16 by CONSULTANT pursuant to this Agreement;

17 4.3.2. Keep itself fully informed of all existing and proposed federal, state and local laws,
18 ordinances, regulations, orders and decrees which may affect those engaged or employed under this
19 Agreement, any materials used in CONSULTANT's performance under this Agreement or the
20 conduct of the services under this Agreement;

21 4.3.3. At all times observe and comply with, and cause all of its employees to observe and
22 comply with all of said laws, ordinances, regulations, orders and decrees mentioned above; and

23 4.3.4. Immediately report to ICTC in writing any discrepancy or inconsistency it discovers
24 in said laws, ordinances, regulations, orders and decrees mentioned above in relation to any plans,
25 drawings, specifications or provisions of this Agreement.

26 4.4. Any videotape, reports, information, data or other material given to, or prepared or
27 assembled by, CONSULTANT pursuant to this Agreement shall be the property of ICTC and shall not be
28 made available to any individual or organization by CONSULTANT without the prior written approval of

1 ICTC.

2 5. REPRESENTATIONS BY CONSULTANT.

3 5.1. CONSULTANT understands and agrees that ICTC has limited knowledge in the multiple
4 areas specified in the Proposal. CONSULTANT has represented itself to be expert in these fields and
5 understands that ICTC is relying upon such representation.

6 5.2. Subject to 5.2.1, CONSULTANT represents and warrants that it is a lawful entity
7 possessing all required licenses and authorities to do business in the State of California and perform all
8 aspects of this Agreement.

9 5.2.1. CONSULTANT shall not commence any work pursuant to this Agreement or
10 provide any other services, or materials, in connection therewith until CONSULTANT has received
11 written authorization from ICTC to do so.

12 5.3. CONSULTANT represents and warrants that the people executing this Agreement on behalf
13 of CONSULTANT have the authority of CONSULTANT to sign this Agreement and bind
14 CONSULTANT to the performance of all duties and obligations assumed by CONSULTANT herein.

15 5.4. CONSULTANT represents and warrants that any employee, contractor and/or agent who
16 will be performing any of the duties and obligations of CONSULTANT herein possess all required licenses
17 and authorities, as well as the experience and training, to perform such tasks.

18 5.5. CONSULTANT represents and warrants that the allegations contained in the Proposal are
19 true and correct.

20 5.6. CONSULTANT understands that ICTC considers the representations made herein to be
21 material and would not enter into this Agreement with CONSULTANT if such representations were not
22 made.

23 6. COMPENSATION.

24 The total compensation payable under this Agreement for the entire three (3) year FY 2016-2019
25 term shall not exceed one hundred forty six thousand eight hundred twenty dollars (\$146,820), unless
26 otherwise previously agreed to by ICTC, in the following format: FY 2016-2017: \$49,980; FY 2017-2018:
27 \$49,570; FY 2018-2019: \$49,270. The amounts can be rolled over or shared between years upon approval
28 of ICTC.

1 7. PAYMENT.

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

7 8. METHOD OF PAYMENT.

8 8.1. CONSULTANT shall at any time prior to the 15th day of any month, submit to ICTC a
9 written claim for compensation for services performed. The claim shall be in a format approved by ICTC.
10 CONSULTANT may expect to receive payment within a reasonable time thereafter and in any event in the
11 normal course of business within thirty (30) days after the claim is submitted.

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

13 9.1. This Agreement shall commence on May 1, 2016 and shall continue until June 30, 2019
14 unless otherwise terminated as provided herein.

15 9.2. Program scheduling shall be as described in Exhibit "A" unless revisions to Exhibit "A" are
16 approved by both ICTC and CONSULTANT's Contract Manager. Time extensions may be allowed for
17 delays caused by ICTC, other governmental agencies, or factors not directly brought about by the
18 negligence or lack of due care on the part of CONSULTANT.

19 10. SUSPENSION OF AGREEMENT.

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

24 11. SUSPENSION AND/OR TERMINATION.

25 11.1. ICTC retains the right to terminate this Agreement for any reason by notifying
26 CONSULTANT in writing seven (7) days prior to termination and by paying the compensation due and
27 payable to the date of termination; provided, however, if this Agreement is terminated for fault of
28 CONSULTANT, ICTC shall be obligated to compensate CONSULTANT only for that portion of

1 CONSULTANT's services which are of benefit to ICTC. Said compensation is to be arrived at by mutual
2 agreement between ICTC and CONSULTANT; should the Parties fail to agree on said compensation, an
3 independent arbitrator shall be appointed and the decision of the arbitrator shall be binding upon the Parties.

4 11.2. Upon such termination, CONSULTANT shall immediately turn over to ICTC any and all
5 copies of videotapes, studies, sketches, drawings, computations and other data, whether or not completed,
6 prepared by CONSULTANT in connection with this Agreement. Such materials shall become the
7 permanent property of ICTC.

8 12. INSPECTION.

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

14 13. OWNERSHIP OF MATERIALS.

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

18 14. INTEREST OF CONSULTANT.

19 14.1. CONSULTANT covenants that it presently has no interest, and shall not acquire any
20 interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the
21 performance of the services hereunder.

22 14.2. CONSULTANT covenants that, in the performance of this Agreement, no sub-contractor or
23 person having such an interest shall be employed.

24 14.3. CONSULTANT certifies that no one who has or will have any financial interest pursuant to
25 this Agreement is an officer or employee of ICTC.

26 15. INDEMNIFICATION.

27 To the furthest extent allowed by law, CONSULTANT shall indemnify, hold harmless and
28 defend ICTC and each of its board members, officers, employees, agents and volunteers from any and

1 all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict
2 liability, including but not limited to personal injury, death at any time and property damage) incurred
3 by ICTC, CONSULTANT or any other person, and from any and all claims, demands and actions in law
4 or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or
5 indirectly out of performance of this Agreement. CONSULTANT'S obligations under the preceding
6 sentence shall apply regardless of whether ICTC or any of its and each of its board members, officers,
7 employees, agents and volunteers are negligent, but shall not apply to any loss, liability, fines, penalties,
8 forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct,
9 of ICTC and each of its board members, officers, employees, agents and volunteers.

10 If CONSULTANT should subcontract all or any portion of the work to be performed under this
11 Agreement, CONSULTANT shall require each subcontractor to indemnify, hold harmless and defend
12 ICTC and each of its board members, officers, employees, agents and volunteers in accordance with the
13 terms of the preceding paragraph.

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

15 16. INDEPENDENT CONTRACTOR.

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

19 16.1. CONSULTANT is not an employee or agent of ICTC and is only responsible for the
20 requirements and results specified by this Agreement or any other agreement.

21 16.2. CONSULTANT shall be responsible to ICTC only for the requirements and results
22 specified by this Agreement and except as specifically provided in this Agreement, shall not be subject
23 to ICTC's control with respect to the physical actions or activities of CONSULTANT in fulfillment of
24 the requirements of this Agreement.

25 16.3. CONSULTANT is not, and shall not be, entitled to receive from, or through, ICTC, and
26 ICTC shall not provide, or be obligated to provide, CONSULTANT with Worker's Compensation
27 coverage or any other type of employment or worker insurance or benefit coverage required or provided
28 by any Federal, State or local law or regulation for, or normally afforded to, an employee of ICTC.

1 16.4. CONSULTANT shall not be entitled to have ICTC withhold or pay, and ICTC shall not
2 withhold or pay, on behalf of CONSULTANT, any tax or money relating to the Social Security Old Age
3 Pension Program, Social Security Disability Program, or any other type of pension, annuity, or disability
4 program required or provided by any Federal, State or local law or regulation.

5 16.5. CONSULTANT shall not be entitled to participate in, or receive any benefit from, or
6 make any claim against any ICTC fringe program, including, but not limited to, ICTC's pension plan,
7 medical and health care plan, dental plan, life insurance plan, or any other type of benefit program, plan,
8 or coverage designated for, provided to, or offered to ICTC's employee.

9 16.6. ICTC shall not withhold or pay, on behalf of CONSULTANT, any Federal, State, or local
10 tax, including, but not limited to, any personal income tax, owed by CONSULTANT.

11 16.7. CONSULTANT is, and at all times during the term of this Agreement, shall represent
12 and conduct itself as an independent contractor, not as an employee of ICTC.

13 16.8. CONSULTANT shall not have the authority, express or implied, to act on behalf of, bind
14 or obligate ICTC in any way without the written consent of ICTC.

15 **17. INSURANCE.**

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

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

1 \$1,000,000 per occurrence for bodily injury and property damage

2 \$1,000,000 per occurrence for personal and advertising injury

3 \$1,000,000 aggregate for products and completed operations

4 \$2,000,000 general aggregate

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

10 (iii) WORKERS' COMPENSATION insurance as required under the California Labor
11 Code.

12 (iv) EMPLOYERS' LIABILITY insurance with limits of liability of not less than
13 \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each
14 employee.

15 (v) PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS) insurance appropriate
16 to CONSULTANT'S profession, with limits of liability of not less than \$1,000,000 per
17 claim/occurrence and \$1,000,000 policy aggregate.

18 In the event CONSULTANT maintain higher limits than the minimum limits shown above, ICTC
19 requires and shall be entitled to coverage for the higher limits maintained by CONSULTANT. Any
20 available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall
21 be available to ICTC.

22 CONSULTANT shall be responsible for payment of any deductibles contained in any insurance policies
23 required hereunder and CONSULTANT shall also be responsible for payment of any self-insured
24 retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the ICTC's
25 Executive Director or his/her designee. At the option of the ICTC's Executive Director or his/her
26 designee, either: (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as
27 respects to ICTC, its board members, officers, employees and agents; or (ii) CONSULTANT shall
28 provide a financial guarantee, satisfactory to ICTC's Executive Director or his/her designee,

1 guaranteeing payment of losses and related investigations, claim administration and defense expenses.

2 At no time shall ICTC be responsible for the payment of any deductibles or self-insured retentions.

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

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

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

21 1. The retroactive date must be shown, and must be before the effective date of the Agreement or
22 the commencement of work by CONSULTANT.

23 2. Insurance must be maintained and evidence of insurance must be provided for at least 3 years
24 after any expiration or termination of the Agreement or, in the alternative, the policy shall be
25 endorsed to provide not less than a 3-year discovery period.

26 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy
27 form with a retroactive date prior to the effective date of the Agreement or the commencement of
28 work by CONSULTANT, CONSULTANT must purchase extended reporting coverage for a
minimum of 3 years following the expiration or termination of the Agreement.

1 4. A copy of the claims reporting requirements must be submitted to ICTC for review.

2 5. These requirements shall survive expiration or termination of the Agreement.

3
4 CONSULTANT shall furnish ICTC with all certificate(s) and applicable endorsements effecting
5 coverage required hereunder. All certificates and applicable endorsements are to be received by ICTC
6 and approved by ICTC's Executive Director or his/her designee prior to ICTC's execution of the
7 Agreement and before work commences. Upon request of ICTC, CONSULTANT shall immediately
8 furnish ICTC with a complete copy of any insurance policy required under this Agreement, including all
9 endorsements, with said copy certified by the underwriter to be a true and correct copy of the original
10 policy. This requirement shall survive expiration or termination of this Agreement.

11 If at any time during the life of this Agreement or any extension, CONSULTANT or any of its
12 subcontractors fail to maintain any required insurance in full force and effect, all work under this
13 Agreement shall be discontinued immediately, and all payments due or that become due to
14 CONSULTANT shall be withheld until notice is received by ICTC that the required insurance has been
15 restored to full force and effect and that the premiums therefore have been paid for a period satisfactory
16 to ICTC. Any failure to maintain the required insurance shall be sufficient cause for ICTC to terminate
17 this Agreement. No action taken by ICTC hereunder shall in any way relieve CONSULTANT of its
18 responsibilities under this Agreement.

19 The fact that insurance is obtained by CONSULTANT shall not be deemed to release or diminish
20 the liability of CONSULTANT, including, without limitation, liability under the indemnity provisions of
21 this Agreement. The duty to indemnify ICTC shall apply to all claims and liability regardless of whether
22 any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of
23 indemnification to be provided by CONSULTANT. Approval or purchase of any insurance contracts or
24 policies shall in no way relieve from liability nor limit the liability of CONSULTANT, its principals,
25 officers, employees, agents, persons under the supervision of CONSULTANT, vendors, suppliers,
26 invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any
27 of them.

28 If CONSULTANT should subcontract all or any portion of the services to be performed under this
Agreement, CONSULTANT shall require each subcontractor to provide insurance protection in favor of

1 ICTC, its board members, officers, employees, agents and volunteers in accordance with the terms of
2 each of the preceding paragraphs, except that the subcontractors' certificates and endorsements shall be
3 on file with CONSULTANT and ICTC prior to the commencement of any work by the subcontractor.

4 18. ASSIGNMENT.

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

8 19. NON-DISCRIMINATION.

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

25 20. NOTICES AND REPORTS.

26 20.1. All notices and reports pursuant to this Agreement shall be in writing and may be given
27 by personal delivery or by mailing by certified mail, addressed as follows:

28 ///

1 **ICTC**

2 Attn: Executive Director
3 Imperial County Transportation Commission
4 1405 N. Imperial Ave., Ste 1
5 El Centro, CA 92243

CONSULTANT

Attn: Aaron F. Popejoy
Franklin Lee Enterprises, L.L.C.
dba Conveyor Group
2419 Imperial Business Park Drive
Imperial, CA 92251

6 20.2. All notices and reports pursuant to this Agreement may be given by personal delivery or
7 by mailing by certified mail at such other address as either Party may designate in a notice to the other
8 Party given in such manner.

9 20.3. Any notice given by mail shall be considered given when deposited in the United States
10 Mail, postage prepaid, addressed as provided herein.

11 21. ENTIRE AGREEMENT.

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

15 22. MODIFICATION.

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

18 23. PARTIAL INVALIDITY.

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

22 24. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.

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

1 25. WAIVER.

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

5 26. CHOICE OF LAW.

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

9 27. ATTORNEY'S FEES.

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

13 28. AUTHORITY.

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

16 28.1. He/She is duly authorized to execute and deliver this Agreement on behalf of
17 CONSULTANT;

18 28.2. Such execution and delivery is in accordance with the terms of the Articles of
19 Incorporation or Partnership, any by-laws or Resolutions of CONSULTANT and;

20 28.3. This Agreement is binding upon CONSULTANT accordance with its terms.

21 29. COUNTERPARTS.

22 This Agreement may be executed in counterparts.

23 30. REVIEW OF AGREEMENT TERMS.

24 This Agreement has been reviewed and revised by legal counsel for both ICTC and
25 CONSULTANT, and no presumption or rule that ambiguities shall be construed against the drafting
26 Party shall apply to the interpretation or enforcement of the same or any subsequent amendments
27 thereto.
28

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

3 **IMPERIAL COUNTY TRANSPORTATION COMMISSION:**

4
5
6 _____
7 Chair

8 **ATTEST:**

9
10 _____
11 **CRISTI LERMA**
Secretary to the Commission

12 **CONSULTANT:**

13 **FRANKLIN LEE ENTERPRISES, L.L.C.**
14 dba Conveyor Group

15
16 By: 
17 _____
AARON F. POPEJOY
Creative Director / Operations Manager

18 **APPROVED AS TO FORM:**

19 **KATHERINE TURNER**
20 **COUNTY COUNSEL**

21 By: 
22 _____
Eric Havens
23 **Deputy County Counsel**

VII. ACTION CALENDAR

E. PASSENGER STATISTICAL SUMMARY PROJECT FOR FY
2016-17 FOR IMPERIAL VALLEY TRANSIT (IVT)



1405 N. IMPERIAL AVE., SUITE 1
EL CENTRO, CA 92243-2875
PHONE: (760) 592-4494
FAX: (760) 592-4497

April 21, 2016

James Predmore, Chairman
Imperial County Transportation Commission
1405 N. Imperial Ave. Suite 1
El Centro, CA 92243

SUBJECT: Passenger Statistical Summary Project for FY 2016-17 for Imperial Valley
Transit (IVT)

Dear Commission Members:

Due to the receipt of federal grants for public transit, federal reporting requirements state that public transit systems are required to report on “passenger miles”. This process takes place every three years and is utilized to track the individual distance or mileage travelled by each boarding passenger.

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

The PSS project must be completed for the fourth time during FY 2016-17. The project must comply with a federal requirement for 95% confidence level and a margin of error not to exceed 10% plus or minus.

The County administered the first and second iteration of this project previously since its original inception in 2008, on behalf of the ICTC. ICTC awarded the work in FY 2013-14 again as a sole source procurement to the firm of *Rea and Parker Research, Inc.* ICTC staff now again recommend that this firm be awarded the contract. This is due to the unique and specialized nature of the work, including the requirement for a professional statistician to supervise the work and the fact that this project methodology has been approved by the National Transit Database (NTD) staff. The project work effort has a start date of June 1, 2016.

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

James Predmore, Chairman (2)
Imperial County Transportation Commission

April 21, 2016

The consultant will review new federal requirements, adjust the sampling methodology as necessary, and acquire local staff who will monitor various bus routes throughout the fiscal year. The project count start date is July 1, 2016. A final report will be prepared is due to the federal agency by October 2017.

Funding for this project will be in the ICTC FY 2016-17 ICTC Overall Work Program Budget and Transit Finance Plan.

ICTC Management Committee met on April 13 2016 and forwards this item to the Commission for review and approval after public comment, if any:

1. Authorize the Chairman to sign the Passenger Statistical Sampling Project Agreement with the firm of *Rea and Parker Research Inc.* for the not to exceed fee of \$99,500.00 for FY 2016-17.
2. Direct staff to include this project budget in the FY 2016-17 ICTC OWP Budget and Transit Finance Plan.

Sincerely,

MARK BAZA
Executive Director

BY: 

Kathi Williams
Senior Transit Planner

Attachment

MB/ksw



IMPERIAL VALLEY TRANSIT ANNUAL PASSENGER MILE SAMPLING PROPOSAL JULY 1, 2016-JUNE 30, 2017



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

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

Table of Contents

	Page
Project Overview	2
Data Requirements	4
Methodology/Scope of Work	4
Project Schedule	30
Commitment from Rea & Parker Research	30
Cost Proposal	31
Qualifications, Related Experience, References	31
Resumes	46

Project Overview:

The **Imperial County Transportation Commission (ICTC)** was established under Senate Bill 607 and was approved by the California Legislature and Governor Arnold Schwarzenegger in 2009. ICTC guides the development of the Regional Transportation Plan for the Imperial County region and its Regional, State and Federal transportation improvement programs (TIPs) and their updates, including, but not limited to: the distribution and oversight of Local Transportation Fund monies; the preparation and submittal of applications for transportation related funds; the approval of the allocation of and claims for Transportation Development Act funds; the planning, programming and administration of regional transit services; and, the encouragement of active citizen participation in the development and implementation of various transportation-related plans and programs.

As established under SB 607, the ICTC Board is currently composed of ten voting members and one non-voting member consisting of two members of the Imperial County Board of Supervisors; one member from each incorporated city (seven) within Imperial County who shall be the mayor of the city or a member of its city council; one member of the Board of Directors of the Imperial Irrigation District; and, one non-voting member appointed by the Governor representing the California Department of Transportation (Caltrans).

In addition to the responsibilities described above, the Commission provides direct management, administration and oversight for the following local and regional transportation programs:

- Imperial Valley Transit (IVT) System and its Intra City Circulator Service (Blue Green and Gold Lines)
- IVT MedTrans (Non-Emergency Medical Demand Response Service to San Diego)
- IVT ACCESS (Americans with Disabilities Act - ADA Paratransit Service)
- IVT RIDE (Local - Demand Response Transit Service in Brawley, Calexico, El Centro, Imperial and the West Shores)
- Local Transportation Authority (Measure D Sales Tax Program)

ICTC provides fixed route bus service throughout the County through the services of Imperial Valley Transit, which was created in 1989. Imperial Valley Transit began as a 5 route system with 3 buses running Monday through Friday. The passenger ridership initially averaged approximately 36,000 passengers annually and now serves almost 1 million unlinked trips and almost 10 million passenger miles annually.

The service is operated by First Transit, Inc. with funding provided annually through the Transit Finance Plan. The sources of the funding include, State Transit Assistance (STA), State Transportation Development Act (TDA), Federal 5311 and 5307 funds and local fare revenue.



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

The bus routes of the Imperial Valley Transit System serve a primary corridor that includes Niland, Brawley, Imperial, Imperial Valley College, El Centro, Heber, and Calexico, with additional routes to Seeley and Holtville and “lifeline service” that includes Ocotillo, Winterhaven, and the Salton Sea. There are 9 two-directional routes with multiple trips daily (Monday through Friday), one two-directional route that operates on specific days only, and three circular routes that also operate daily. Service is offered on a reduced schedule on Saturdays and Sundays.



Rea & Parker Research is pleased to provide this proposed scope of work to ICTC, the primary objective of which is to obtain a scientifically valid and accurate estimate of passenger miles traveled in order to meet the conditions and requirements established by the National Transit Database (NTD) and the Federal Transit Administration (FTA). As such the counts are to represent 95 percent confidence in a margin of error not to exceed +/- 10 percent.

Data Requirements:

As a condition of receiving federal transit grant funds, agencies are required to submit annual reports to the National Transit Database (NTD). The NTD requires numerous reporting items including the specific reporting of “services consumed”. This is done by counting passenger trips and passenger miles. Where 100% counts are not available, a statistically valid sampling technique is allowed. The result is an estimate based upon a sampling procedure. For Imperial Valley Transit a 100% count of passenger trips is maintained; however, data are not collected or maintained for passenger miles.

Imperial Valley Transit is, therefore, required to report annual unlinked passenger miles and trips to the Federal Transit Administration (FTA), **in a one-year sample (July 1, 2016-June 30, 2017)** stratified by average weekday (morning peak, midday, afternoon peak, and evening/night) average Saturday, average Sunday, and annual totals. Driver counts and ticket sales data do not suffice in this regard. The FTA provides concrete written guidelines for bus systems in order to meet the FTA required confidence of 95% that the data is accurate to within a +/-10% margin of error.

Rea & Parker Research proposes to prepare the sampling methodology for Imperial Valley Transit so that the following requirements would be met:

1. Comply with FTA’s confidence and precision levels of 95%, +/-10% and be certified by an independent qualified statistician.
2. Allow Imperial Valley Transit to report unlinked passenger trips and passenger miles segregated by average weekday (morning peak, midday, afternoon peak, evening/night), average Saturday, average Sunday, and annual totals for each fiscal year.
3. Be cost effective and easy to implement and maintain under varying load scenarios and schedules.

Methodology (Scope of Work):

Task 1: Finalize Project Work Program (Kickoff Meeting)

Within five days of the issuance of a ‘Notice to Proceed’, Rea & Parker Research will meet with the designated representatives of Imperial Valley Transit and ICTC to: 1) review project objectives; 2) review the preliminary work program and make revisions recommended by ICTC; 3) identify the products and schedules (deliverables) associated with each task including measures to ensure Quality Assurance and Quality Control; 4) clarify and address any outstanding technical issues—in particular routes and stops; 5) establish formal lines of communication between Imperial Valley Transit and Rea & Parker Research; 6) determine

content and format of routine progress reports, and 7) ensure that the methodology to be employed satisfies the requirements of the NTD and FTA.



One of the primary purposes of the initial meeting is to guarantee that all parties fully understand all decisions and analyses that will be undertaken using the final data. This phase of the meeting will focus on how the on-board procedure will obtain the information necessary to satisfy NTD/FTA requirements. This approach ensures that ICTC will receive from Rea & Parker Research findings that address and satisfy all research objectives.

Within 5 days of the initial project meeting, Rea & Parker Research will make any agreed upon changes to the work program, and submit a revised work plan to ICTC for review.

- Deliverables:*
- (1) *Conduct project kick-off meeting and provide written summary for the review by ICTC within three days of the meeting*
 - (2) *Revised Work Program (project objectives tasks, subtasks, and deliverables)*
 - (3) *Technical memo detailing data needs from the survey*

Task 2: Sampling Plan

Rea & Parker Research will develop a detailed management plan for the project. The management plan will specify, for each task in the work program, personnel assignments, schedules, and milestones. The management plan will be subject to approval by ICTC.

Commonly, scientific statistical survey research relies upon well-established rules to select an appropriate sample size. These rules tie the necessary sample size closely to the population standard deviation (a measure of the mean distance from the various data points to the arithmetic mean of the data) under assumptions of randomness within that population.

While this methodology works well for telephone surveys or in-person studies, for instance, that examine opinions or other data about a population at some given moment or short period in time, it begins to be problematic when the study is focused upon a longer time frame because the broadening of the time perspective introduces a new source of data variability—namely changes in the population over time that do not occur in a shorter period.

It is this second source of variability that has led to much research in the field of transportation.

This research has been prompted largely by the FTA, which requires that transit systems receiving operating assistance from the federal government report system-wide annual estimates of boardings and passenger miles based upon statistically sound methods and satisfying accuracy requirements of +/- 10%. FTA has published circulars describing various approved methods for bus systems.

At the core of the FTA methodologies are multi-stage sampling techniques that address the different sources of data variability and determine a single overall variance (the square of the standard deviation) that can be used to determine the overall precision of the technique. FTA prescribes that an estimate of passenger miles within +/-10% (95% confidence) requires, as one option that has been

applied by Rea & Parker Research for Imperial Valley Transit in 2008-2009, 2010-2011, and 2013-2014 that 5-6 bus trips (depending upon the size of the bus system) be sampled every third day throughout the year in order to accommodate the two variances that are operating—among the riders between trips on a single day and among riders seasonally, over the course of the year. FTA also allowed that that two trips be sampled every day. Another FTA option included as many as 915 trips (15 trips every sixth day).

For Imperial Valley Transit in 2013/2014, application of this method produced the following options:

INITIAL SAMPLING (July-September, 2013)

Sample Size Table

95 Percent Confidence Level @ Tolerance of 10 Percent

Number of Days Service Operated (m)

313

Number of One-Way Trips per Day (N)

115

	Sampling Interval (Every _ Day)					
	1	2	3	4	5	6
Trips/Day	2	3	5	8	12	19
Annual Trips	626	468	520	624	744	988

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

SAMPLING (January-June, 2014)

Sample Size Table

95 Percent Confidence Level @ Tolerance of 10 Percent

Number of Days Service Operated (m)

365

Number of One-Way Trips per Day (N)

138

	Sampling Interval (Every _ Day)					
	1	2	3	4	5	6
Trips/Day	2	3	5	7	10	14
Annual Trips	730	546	605	637	730	840

Still other methods endorsed by NTD, known as Base, APTL and PPMT (weekly, monthly, quarterly or annual samples), could have resulted in fewer trips to be sampled but are very sensitive to changes in the bus system during the year. For example, the NTD Sampling Manual contained the following language for systems that made substantial changes during the sample year because the sample size is relatively low.

You should increase the necessary sample size by 50% with the same template sampling plan you used during the first part of the year if you have made major changes to your service. For example, if you were sampling 4 one-way bus trips each week before the major changes, you should change to sample 8 one-way bus trips each week after those changes.¹

It was understood in 2013-2014 that changes were expected during the year to Imperial Valley Transit, including shorter headways on the El Centro-Calexico route, additional service to Imperial Valley College, the addition of a circulator route in Brawley, additional Saturday service, and new Sunday service. These were indeed “major” changes, as defined by NTD

Taking note of the confusion as to whether NTD meant a 100 percent increase (4 trips-to-8 trips) or the 50 percent increase as written, it was the recommendation of Rea & Parker Research that ICTC continue to use the proven method for four fundamental reasons:

1. Trips saved could reduce weekly trips from 10 to 3-4; however, cost savings would not be proportionate inasmuch as work will be less regular for counters, thereby requiring some additional compensation to offset the irregularity.
2. Workers are guaranteed a 4 hour minimum day so that a sample of one trip to Holtville, for example, would still result in a 4 hour cost.
3. According to NTD, 80-85 percent of all agencies still used the method used by Imperial Valley Transit in 2008-2009 and 2010-2011 specifically because of the complexities and fragility of the newer methods.
4. Substantial service changes were planned within the 2013-2014 fiscal year, and these changes would likely result in an additional cost. The previously utilized method could be easily adapted to sample new services planned at a significantly lower cost than would be the case under a 50-100 percent increased sample size, simply by changing the number of days of operation and daily trips in Table 1 to generate approximately 10 percent more trips in total, considerably less than the 50-100 percent indicated for the newer methods. Because they were so infrequently used, the question also was unanswered for the newer methods that, if these proposed changes occur incrementally rather than all at once, would 50-100 percent increases in sample size be required with each service change?

It became clear that the potential cost increases to this passenger mile sampling resulting from service changes were far too great under the newer methods in comparison to any potential cost savings that may or may not have accrued from adopting one of the newer methods before the changes are instituted. NTD abandoned the older method in 2015 and now requires that either the Base, APTL or PPMT method of sampling be utilized.

¹ Conversations with NTD have clarified this discrepancy

Subtask 2.1: Sample Selection

The first task in selecting the sample is to identify and assign a number to all one-way bus trips to be taken during each day. For some properties the easiest procedure may be to use bus schedules or timetables. More likely, use of daily driver run sheets (paddles) may be easier. The main thing to remember is that a bus trip is a one-way trip and that express, trippers, shuttles, and other special trips (except charter, school bus, and demand-response) must be included.

In preparation for the commencement of the study, Rea & Parker Research will enter each bus trip into an SPSS (Statistical Package for the Social Sciences) database as a code, indicating day of the week, bus route number, direction and a sequential number for each trip on any given day the trip. For example, Route 1--southbound on a Monday at 9:30am would be coded and entered as 1S-Mon-04, the fourth southbound Route 1 trip on weekdays and Saturday's 5:20pm Route 2--north would be coded 2N-Sat-05, the fifth Saturday Route 2 northbound trip.

SPSS would then randomly choose a sample that would be, in the case of Imperial Valley Transit, 4 trips per week, 14 trips per month, 42 trips per quarter or 166 trips for the year for the period July 1, 2016-to-June 30, 2017. **Rea & Parker Research has determined that the method that provides the least cost and greatest flexibility, if schedule changes are made during the course of the year, can be either the weekly sample or the monthly sample. This is the case because, although there is significant cost caused by having to pay 4 hours for what might be a shorter assignment, the other methods would lead to very irregular work days for on-board counting staff that may cause substantial turnover of personnel due to such irregularities in their schedules or the need to pay premiums to retain employees during lengthier periods of little or no working days—the cost of which could exceed the cost of paying for 4 hours when less time is actually spent on the job. Samples will be drawn using both methods, and the most efficient sampling method will be determined at that time. Preliminary tests point to using the monthly method.**

Deliverable: (1) A technical memo documenting the development of the sampling/survey methodology

Task 3: Develop Data Collection Deployment Plan

Once the random trips are chosen, Rea & Parker Research will develop a plan for the deployment of data collectors on scheduled routes and buses to achieve this goal. This will be a relatively simple procedure on days when only one trip is randomly selected but will grow in complexity on days when more than one trip is to be sampled, involving plotting the most efficient manner that the surveyors can ride all of the randomly selected routes on such a day. Were monthly or quarterly samples to be drawn, there would be more days with multiple trips and somewhat increased scheduling issues.

Rea & Parker Research will develop a series of forms that will provide control over the counting accuracy and ensure that all sample buses and their passengers are covered in the study. On-board data collectors will be provided with daily assignment forms (Exhibit A) that include directions to the bus departure site, the number of trips, by direction, for the bus run associated with the assignment, and the trip start and trip end locations. Finally, surveyors will have with them a copy of the stop list (Exhibit B) for their bus runs (all directions).

Rea and Parker Research will prepare a detailed methodology for data collection. That is, procedures will be identified and explained regarding how the data will be maintained and how completed forms will be returned to supervisors of Rea & Parker Research. Rea and Parker Research has considerable experience in such data collection procedures.

Deliverable: (1) A survey logistics plan including specific assignment date and detailed schedule for survey implementation

Imperial Valley Transit Passenger Sampling Assignment Log (EXHIBIT A)

Assignment# <u>63a</u>	Employee: _____
DATE: <u>1-30-14</u>	Day of Week: <u>Thurs</u>

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

Reporting Time: _____ Reporting Place: _____
 Finishing Time: _____ Finishing Place: _____

On-Board Bus Schedule

<u>Bus Route</u>	<u>Trip Serial #</u>	<u>Beginning Stop</u>	<u>Begin Stop Time</u>	<u>Last Stop</u>	<u>Last Stop Time</u>	<u>Bus Scheduled for Data Collection?</u>	<u>Special Instructions after Last Stop</u>
1n	1n04	Calexico Hacienda	8:05a	El Centro State & 7th	9:20a	YES	Stay on bus? Verify with driver
2n	2n03	El Centro State & 7th	9:20a	Brawley E Street & Rio Vista	10:20a	YES	
2s		Brawley E Street & Rio Vista	10:25a	Imperial Valley College	11:10a	No	Board bus already on route and exit before end. 1+ hour break
21-IVC Express	21-IVC-pm01	Imperial Valley College	12:30p	Calexico Cole & 111	1:30p	YES	At gas station across from Denny's (west side of 111), you should signal southbound bus on 111 to stop at about 1:40p— then exit immediately at Hacienda at 1:45
1s		Calexico Cole & 111	1:40p	Calexico Hacienda	1:45p	No	

SURVEY TRIP SHEET—EXHIBIT B							# of Pages 1 of 2	
(1) Trip Serial No. _____			(2) Date _____		(3) Day of Week _____		(4) Time Period _____	
(5) Route No. 1 north			(6) Vehicle Inventory Number _____		(7) Total Capacity _____		(8) Seated Capacity _____	
(9)	(10)	(12)	(13)	(14)	(15)	(16)	(17)	
Stop No.	Stop Description	Odometer Reading	Passengers Boarded	Passengers De-Boarded	Passengers On Board	Distance Between Stops	Passenger Miles (15) x (16)	
1	Hacienda/Scaroni/Cole				0		0	
2	Hacienda/Ollie St.				0		0	
3	Ollie/Birch St. - Post Office				0		0	
4	Kloke St/Birch St/ Hwy 98				0		0	
5	Kloke St./Grant St.				0		0	
6	Grant St./Eady				0		0	
7	Grant St./Cesar Chavez St.				0		0	
8	Emerson/6th				0		0	
9	Third St./Paulin				0		0	
10	Mary/4th St.				0		0	
11	Encinas/7th (Church)				0		0	
12	Encinas/Belcher.(Library)				0		0	
13	Blair/Preston (Hospital/Clinic)				0		0	
14	Rockwood/Vega				0		0	
15	Rockwood/Robert Kennedy				0		0	
16	Cole Rd./Rockwood				0		0	
17	Cole/111				0		0	
0	(26) Capacity Miles (7) x (22)	Totals	0	0	0	0	0	
			(20)		(21)	(22)	(23)	
0	(27) Seat Miles (8) x (22)							

SURVEY TRIP SHEET

of Pages 2 of 2

(1) Trip Serial No. _____			(2) Date _____		(3) Day of Week _____		(4) Time Period _____	
(5) Route No. <u>1 north</u>			(6) Vehicle Inventory Number _____		(7) Total Capacity _____		(8) Seated Capacity _____	
(9)	(10)	(12)	(13)	(14)	(15)	(16)	(17)	
Stop No.	Stop Description	Odometer Reading	Passengers Boarded	Passengers De-Boarded	Passengers On Board	Distance Between Stops	Passenger Miles (15) x (16)	
18	Heber/Pitzer				0		0	
19	Heber Post Office				0		0	
20	Heber Family Apts.				0		0	
21	Imperial Valley Mall				0		0	
22	4th St. / Wake St.				0		0	
23	Lucky's Market				0		0	
24	Aurora / 4th St.				0		0	
25	Aurora / 8th St.				0		0	
26	Aurora/14th				0		0	
27	Imperial Ave. / Pepper St.(Hospital)				0		0	
28	Ross St. / 10th St.				0		0	
29	4th St. / Wensley				0		0	
30	4th St. / Brighton				0		0	
31	State St. / 5th St.				0		0	
32	State St. / 7th St.				0		0	
0	(26) Capacity Miles (7) x (22)	Totals	0	0	0	0	0	
			(20)		(21)	(22)	(23)	
0	(27) Seat Miles (8) x (22)			Mean On Board	0			

SURVEY TRIP SHEET

of Pages 1 of 2

(1) Trip Serial No. _____			(2) Date _____		(3) Day of Week _____		(4) Time Period _____	
(5) Route No. <u>2 north</u>			(6) Vehicle Inventory Number _____		(7) Total Capacity _____		(8) Seated Capacity _____	
(9)	(10)	(12)	(13)	(14)	(15)	(16)	(17)	
Stop No.	Stop Description	Odometer Reading	Passengers Boarded	Passengers De-Boarded	Passengers On Board	Distance Between Stops	Passenger Miles (15) x (16)	
1	State/7th				0		0	
2	State/8th				0		0	
3	State/14th				0		0	
4	Imperial/Commercial				0		0	
5	Imperial/Euclid				0		0	
6	Bradshaw/86 (Costco)				0		0	
7	La Brucherie/Bradshaw (WalM)				0		0	
8	Aten / La Brucherie				0		0	
9	Aten/Myrtle				0		0	
10	Aten / Cross				0		0	
11	Imperial Valley College				0		0	
12	Barioni Ave./K St. (IID)				0		0	
13	Imperial Post Office				0		0	
14	15th & Imperial				0		0	
15	Legion Rd. / Hwy 86 (Hospital)				0		0	
16	Brawley--K St./ 2nd St.				0		0	
0	(26) Capacity Miles (7) x (22)	Totals	0	0	0	0	0	
			(20)		(21)	(22)	(23)	
0	(27) Seat Miles (8) x (22)							

SURVEY TRIP SHEET

of Pages 2 of 2

(1) Trip Serial No. _____			(2) Date _____		(3) Day of Week _____		(4) Time Period _____	
(5) Route No. <u>2 north</u>			(6) Vehicle Inventory Number _____		(7) Total Capacity _____		(8) Seated Capacity _____	
(9)	(10)	(12)	(13)	(14)	(15)	(16)	(17)	
Stop No.	Stop Description	Odometer Reading	Passengers Boarded	Passengers De-Boarded	Passengers On Board	Distance Between Stops	Passenger Miles (15) x (16)	
17	Brawley--K St./South Plaza				0		0	
18	Brawley--K St./S. 9th				0		0	
19	Brawley--K St./S. Palm St.				0		0	
20	Brawley--Palm St. / J St.				0		0	
21	Brawley--S. Main St. / Palm				0		0	
22	Brawley--Main St. / 10th St.				0		0	
23	Brawley--Main/3rd St.				0		0	
24	Brawley--E St./Rio Vista				0		0	
25	Westmorland--Center/Main				0		0	
26	Westmorland--Center/6th				0		0	
27	Calipatria--Main St. / Park				0		0	
28	Calipatria--111/Main				0		0	
29	Niland--111/Main				0		0	
					0		0	
0	(26) Capacity Miles (7) x (22)	Totals	0	0	0	0	0	
			(20)		(21)	(22)	(23)	
0	(27) Seat Miles (8) x (22)			Mean On Board	0			

SURVEY TRIP SHEET						# of Pages 1 of 1	
(1) Trip Serial No. _____		(2) Date _____		(3) Day of Week _____		(4) Time Period _____	
(5) Route No. 21-IVC Express-PM Calexico _____		(6) Vehicle Inventory Number _____		(7) Total Capacity _____		(8) Seated Capacity _____	
(9)	(10)	(12)	(13)	(14)	(15)	(16)	(17)
Stop No.	Stop Description	Odometer Reading	Passengers Boarded	Passengers De-Boarded	Passengers On Board	Distance Between Stops	Passenger Miles (15) x (16)
1	Imperial Valley College				0		0
2	Hacienda/Scaroni				0		0
3	Hacienda/Ollie St.				0		0
4	Ollie/Birch St. - Post Office				0		0
5	Kloke St/Birch St				0		0
6	Kloke St./Grant St.				0		0
7	Grant St./Eady				0		0
8	Grant St./Cesar Chavez St.				0		0
9	Emerson/6th				0		0
10	Third St./Paulin				0		0
11	Mary/4th St.				0		0
12	Encinas/7th St.(Library)				0		0
13	Blair/Preston (Hospital/Clinic)				0		0
14	Rockwood/Vega				0		0
15	Rockwood/Robert Kennedy				0		0
16	Cole Rd./Rockwood				0		0
17	Cole/111				0		0
0	(26) Capacity Miles (7) x (22)	Totals	0	0	0	0	0
			(20)		(21)	(22)	(23)
0	(27) Seat Miles (8) x (22)			Mean On Board	0		

SURVEY TRIP SHEET—EXHIBIT C						# of Pages 1 of 2	
(1) Trip Serial No. 1n04		(2) Date 1-30-14		(3) Day of Week Thurs		(4) Time Period AM	
(5) Route No. 1 north		(6) Vehicle Inventory Number 1209		(7) Total Capacity 75		(8) Seated Capacity 41	
(9)	(10)	(12)	(13)	(14)	(15)	(16)	(17)
Stop No.	Stop Description	Odometer Reading	Passengers Boarded	Passengers De-Boarded	Passengers On Board	Distance Between Stops	Passenger Miles (15) x (16)
1	Hacienda/Scaroni/Cole	77483.5	28		28	0.2	5.6
2	Hacienda/Ollie St.				28		0
3	Ollie/Birch St. - Post Office	77483.7	2		30	2.4	72
4	Kloke St/Birch St/ Hwy 98				30		0
5	Kloke St./Grant St.				30		0
6	Grant St./Eady				30		0
7	Grant St./Cesar Chavez St.				30		0
8	Emerson/6th	77486.1	10	2	38	0.3	11.4
9	Third St./Paulin	77486.4	17	18	37	0.4	14.8
10	Mary/4th St.	77486.8	1	2	36	0.4	14.4
11	Encinas/7th (Church)	77487.2	4	1	39	0.3	11.7
12	Encinas/Belcher.(Library)	77487.5	1	5	35	1.1	38.5
13	Blair/Preston (Hospital/Clinic)				35		0
14	Rockwood/Vega	77488.6	2	2	35	0.3	10.5
15	Rockwood/Robert Kennedy	77488.9	3	1	37	0.4	14.8
16	Cole Rd./Rockwood				37		0
17	Cole/111	77489.3	2	6	33	4.1	135.3
742.5	(26) Capacity Miles (7) x (22)	Totals	70	37	568	9.9	329
			(20)		(21)	(22)	(23)
405.9	(27) Seat Miles (8) x (22)						

SURVEY TRIP SHEET

							# of Pages 2 of 2	
(1) Trip Serial No. 1n04			(2) Date 1-30-14		(3) Day of Week Thurs		(4) Time Period AM	
(5) Route No. 1 north			(6) Vehicle Inventory Number 1209		(7) Total Capacity 75		(8) Seated Capacity 41	
(9)	(10)	(12)	(13)	(14)	(15)	(16)	(17)	
Stop No.	Stop Description	Odometer Reading	Passengers Boarded	Passengers De-Boarded	Passengers On Board	Distance Between Stops	Passenger Miles (15) x (16)	
18	Heber/Pitzer	77493.4	1	2	32	0.2	6.4	
19	Heber Post Office	77493.6		8	24	3.6	86.4	
20	Heber Family Apts.				24		0	
21	Imperial Valley Mall	77497.2		3	21	1.9	39.9	
22	4th St. / Wake St.	77499.1		4	17	0.3	5.1	
23	Lucky's Market	77499.4	2	2	17	2	34	
24	Aurora / 4th St.				17		0	
25	Aurora / 8th St.				17		0	
26	Aurora/14th				17		0	
27	Imperial Ave. / Pepper St.(Hospital)				17		0	
28	Ross St. / 10th St.	77501.4	7	3	21	0.9	18.9	
29	4th St. / Wensley	77502.3	2	1	22	0.4	8.8	
30	4th St. / Brighton	77502.7	3	1	24	0.3	7.2	
31	State St. / 5th St.	77503	4	2	26	0.3	7.8	
32	State St. / 7th St.	77503.3		1	25		0	
33	State St / 14th St.				25		0	
1485	(26) Capacity Miles (7) x (22)	Totals	89	64	914	19.8	543.5	
811.8			(20)		(21)	(22)	(23)	

SURVEY TRIP SHEET

							# of Pages <u>1 of 2</u>	
(1) Trip Serial No. <u>2n03</u>			(2) Date <u>1-30-14</u>		(3) Day of Week <u>Thurs</u>		(4) Time Period <u>Mid</u>	
(5) Route No. <u>2 north</u>			(6) Vehicle Inventory Number <u>1209</u>		(7) Total Capacity _____ 75		(8) Seated Capacity _____ 41	
(9)	(10)	(12)	(13)	(14)	(15)	(16)	(17)	
Stop No.	Stop Description	Odometer Reading	Passengers Boarded	Passengers De-Boarded	Passengers On Board	Distance Between Stops	Passenger Miles (15) x (16)	
1	State/14th	77503.3	17		17	0.6	10.2	
2	Imperial/Commercial	77503.9	2	2	17	0.2	3.4	
3	Imperial/Euclid	77504.1	5	3	19	1	19	
4	Bradshaw/86 (Costco)	77505.1	3	4	18	1.5	27	
5	La Brucherie/Bradshaw (WalM)				18		0	
6	Aten / La Brucherie	77506.6	1	3	16	4.8	76.8	
7	Aten/Myrtle				16		0	
8	Aten / Cross				16		0	
9	Imperial Valley College	77511.4		7	9	4.7	42.3	
10	Barioni Ave./K St. (IID)	77516.1	1	2	8	0.4	3.2	
11	Imperial Post Office	77516.5	3	1	10	8.7	87	
12	15th & Imperial				10		0	
13	Legion Rd. / Hwy 86 (Hospital)	77525.2	1	2	9	1.3	11.7	
14	Brawley--K St./ 2nd St.	77526.5		1	8	1.1	8.8	
15	Brawley--K St/Imperial Ave				8		0	
16	Brawley--K St./S. 9th				8		0	
1822.5	(26) Capacity Miles (7) x (22)	Totals	33	25	207	24.3	289.4	
996.3	(27) Seat Miles (8) x (22)							

SURVEY TRIP SHEET

							# of Pages <u>2 of 2</u>	
(1) Trip Serial No. <u>2n03</u>			(2) Date <u>1-30-14</u>		(3) Day of Week <u>Thurs</u>		(4) Time Period <u>Mid</u>	
(5) Route No. <u>2 north</u>			(6) Vehicle Inventory Number <u>1209</u>		(7) Total Capacity <u>75</u>		(8) Seated Capacity <u>41</u>	
(9)	(10)	(12)	(13)	(14)	(15)	(16)	(17)	
Stop No.	Stop Description	Odometer Reading	Passengers Boarded	Passengers De-Boarded	Passengers On Board	Distance Between Stops	Passenger Miles (15) x (16)	
17	Brawley--K St./S. Palm St.	77527.6	1	2	7	0.1	0.7	
18	Brawley--Palm St. / J St.	77527.7		1	6	0.3	1.8	
19	Brawley--S. Main St. / Palm	77528	3	2	7	0.2	1.4	
20	Brawley--Main St. / 10th St.	77528.2	1		8	0.8	6.4	
21	Brawley--Main/South Plaza				8		0	
22	Brawley--Main/3rd St.	77529	2	2	8	0.6	4.8	
23	Brawley--E St./Rio Vista	77529.6	2	4	6		0	
24	Westmorland--Center/Main				6		0	
25	Westmorland--Center/6th				6		0	
26	Calipatria--Main St. / Park				6		0	
27	Calipatria--111/Main				6		0	
28	Niland--111/Main			6	0		0	
1972.5	(26) Capacity Miles (7) x (22)	Totals	42	42	281	26.3	304.5	
			(20)		(21)	(22)	(23)	
1078.3	(27) Seat Miles (8) x (22)			Mean On Board	19.413793 1			

SURVEY TRIP SHEET						# of Pages 1 of 1	
(1) Trip Serial No. 21ivc-pm01		(2) Date 1-30-14		(3) Day of Week Thurs		(4) Time Period Mid	
(5) Route No. 21-IVC Express-PM Calexico		(6) Vehicle Inventory Number 1202		(7) Total Capacity 75		(8) Seated Capacity 41	
(9)	(10)	(12)	(13)	(14)	(15)	(16)	(17)
Stop No.	Stop Description	Odometer Reading	Passengers Boarded	Passengers De-Boarded	Passengers On Board	Distance Between Stops	Passenger Miles (15) x (16)
1	Imperial Valley College	77956.3	77		77	9.7	746.9
2	Hacienda/Scaroni	77966		3	74	1.4	103.6
3	Hacienda/Ollie St.				74		0
4	Ollie/Birch St. - Post Office	77967.4		1	73	0.7	51.1
5	Kloke St/Birch St	77968.1		2	71	0.7	49.7
6	Kloke St./Grant St.	77968.8		2	69	0.3	20.7
7	Grant St./Eady	77969.1		3	66	0.4	26.4
8	Grant St./Cesar Chavez St.	77969.5		1	65	1.4	91
9	Emerson/6th				65		0
10	Third St./Paulin	77970.9		44	21	0.7	14.7
11	Mary/4th St.	77971.6		3	18	0.7	12.6
12	Encinas/7th St.(Library)	77972.3		5	13	0.7	9.1
13	Blair/Preston (Hospital/Clinic)	77973		7	6	0.7	4.2
14	Rockwood/Vega	77973.7		2	4	0.7	2.8
15	Rockwood/Robert Kennedy	77974.4		4	0	1.4	0
16	Cole Rd./Rockwood				0		0
17	Cole/111	77975.8			0		0
1462.5	(26) Capacity Miles (7) x (22)	Totals	77	77	696	19.5	1132.8
			(20)		(21)	(22)	(23)
799.5	(27) Seat Miles (8) x (22)			Mean On Board	43.5		

EXHIBIT D

EXCEL COMPUTERIZD TRIP-BY-TRIP DATA ENTRY (EXAMPLE: WEEK 52 INPUT)

Da te	Day of Week	We ek #	Rout e	Time Perio d	Board ed- UPT	Sum of Boardin gs	On- Boa rd	Sum of On- Board	Bus Trip Distanc e	Sum of Distanc e	Passenger Miles=PM T	Sum of PMT	Capaci ty Miles	Sum of Capacity Miles	Seat Mile s	Sum of Seat Miles	Avg. Route Length	PP MT	APT L	PMT /PP MT
62 31 4	Mon	52	21- IVC- am	1	28	14027	227	135444	16.7	12374. 5	362.8	1455 33.7	1252. 5	743637	684. 7	437087. 1	22.3247 7876	149 .7	10. 25	0.04 28
62 31 4	Mon	52	Gree n	2	8	14035	74	135518	14.3	12388. 8	40.7	1455 74.4	328.9	743965.9	328. 9	437416	22.3247 7876	328 .3	10. 24	0.04 28
62 31 4	Mon	52	Blue	2	8	14043	61	135579	14.7	12403. 5	44.8	1456 19.2	338.1	744304	338. 1	437754. 1	22.3247 7876	506 .9	10. 52	0.04 28
62 31 4	Mon	52	1n	2	66	14109	628	136207	19.8	12423. 3	387.9	1460 07.1	1485	745789	811. 8	438565. 9	22.3247 7876	980 .3	10. 51	0.04 28
62 31 4	Mon	52	21- IVC- pm	3	14	14123	126	136333	16.8	12440. 1	195.3	1462 02.4	1260	747049	688. 8	439254. 7	22.3247 7876	292 .9	10. 08	0.04 28
62 31 4	Thurs	52	21- IVC- am	1	15	14138	126	136459	16.7	12456. 8	210.4	1464 12.8	1252. 5	748301.5	684. 7	439939. 4	22.3247 7876	627 .7	10. 98	0.04 28
62 31 4	Thurs	52	4w	1	1	14139	8	136467	7.9	12464. 7	7.9	1464 20.7	142.2	748443.7	142. 2	440081. 6	22.3247 7876	315 650	10. 8	0.04 28
62 31 4	Thurs	52	1s	2	35	14174	316	136783	14.4	12479. 1	284.7	1467 05.4	1080	749523.7	590. 4	440672	22.3247 7876	431 .4	10. 32	0.04 28
62 31 4	Thurs	52	2s	3	56	14230	717	137500	27.1	12506. 2	696.4	1474 01.8	2032. 5	751556.2	111 1.1	441783. 1	22.3247 7876	681 .6	10. 52	0.04 28
62 31 4	Thurs	52	1n	3	49	14279	525	138025	19.8	12526	285	1476 86.8	1485	753041.2	811. 8	442594. 9	22.3247 7876	775 .5	10. 94	0.04 28

Task 4: Design On Board Count Instruments/Project Management

This task will commence after completion of Tasks 1 and 2 and will be performed simultaneously with Task 3. Rea & Parker Research will prepare the requisite forms for data collection (data collection form—Survey Trip Sheet—from 2013/2014 is found above as Exhibit B).

The quality of data collection personnel is a critical factor for the successful implementation of on-board surveys and counts. Therefore, personnel training will include, at a minimum, 1) specific purposes of the study; 2) detailed instruction in the construction of the data instrument and how to administer it; 3) the derivation of the sample and sampling frame in order to emphasize the importance of each selected trip; 4) how and where to pick up and deliver the study instruments each working day; 5) details regarding the purposes of specific questions; 6) detailed description of procedures to follow if problems are encountered during the administration of the survey instrument; 7) procedures for contacting supervisors; 8) guidelines regarding the interpersonal aspects of the survey and proper behavior; and 9) the importance of cleanliness and proper attire.

On-Board personnel will be selected from a pool of available personnel utilized by Rea & Parker Research in Imperial County for previous studies.

Rea & Parker Research will recruit, train, and supervise a sufficient number of data collectors to accomplish the data collection work in a cost-effective and timely manner. The surveying team will board each sample trip at the first stop and ride that bus to the last stop on its trip. They will then be routed by Rea & Parker Research to another sample trip. A field supervisor, based locally for the duration of the project, will observe each surveyor under actual conditions in order to identify and correct any inappropriate behaviors/techniques. ICTC and Imperial Valley Transit staff may, at times, accompany and observe the supervisors and survey personnel.

Task 5: Conduct Data Collection

Rea & Parker Research will be responsible for the scheduling and deployment of field personnel (on-board data collectors), and will be responsible for coordinating all field data-collection activities including the collection of completed forms each working day. A locally-based field supervisor will be assigned to ensure that on-board surveyors are following instructions. Rea & Parker Research is also responsible for working with Imperial Valley Transit and First Transit., as appropriate, to ensure that the study is conducted with due consideration to bus operations logistics. During the conduct of the survey, Rea & Parker Research will immediately report any major problems to the Imperial Valley Transit Project Manager and will quickly work to correct the problem.

As passengers board the bus at each stop, on-board data collectors will count all boarding passengers. At the same stop, all alighting passengers will be tallied. Between stops the number of passengers on board will be counted and used as a check against the boarding and alighting counts. These counts will be entered manually on the applicable Survey Trip Sheet.

Data collectors are expected to be pleasant, professional, and thoroughly well trained in their role at the commencement of the project. Data collectors who are performing below standard will be retrained and their work will be repeated. Those who make consistent errors or who consistently do not follow training procedures will be dismissed.

Deliverable: (1) Summary of forms returned from the field

Task 6: Data Entry and Processing

Data will be statistically compiled from the Survey Trip Sheets for analysis by the Microsoft Excel and Statistical Package for the Social Sciences (SPSS) software. Each data collection form will be entered as its own individual record after it is thoroughly checked for inconsistent entries and omissions. The data will be input in such a manner as to assure Imperial Valley Transit that invalid responses will be identified and corrected.

Three forms are required to be used for data input:

- 1) Survey Trip Sheet (Exhibit B—filled out by counters)
- 2) Exhibit C—computerized entry by Rea & Parker Research
- 3) Trip-by-Trip Data Entry Sheet (Exhibit D)

The completed Survey Trip Sheet shown above is the cleaned, checked, and computerized input from the on-board data collector that is compiled for each trip. At the end of each week, all Survey Trip Sheets for that week are aggregated onto the Trip-by-Trip Data Entry Sheet, which cumulatively tallies total count and passenger mile data over the course of the study.

Deliverables: (1) “Cleaned”, fully coded data set
(2) Collection records (Survey Trip Sheets and Daily Record Sheets) entered into electronic data base

(3) Technical memorandum documenting methods used to check the data for quality and consistency

Task 7: Final Report

Rea & Parker Research will prepare a report of findings in draft form and submit it to ICTC for comment. Based upon the comments received from ICTC, Rea & Parker Research will prepare the final report. The final report will consist of a detailed methodological presentation, FTA Form 406A in two versions—one for the entire system and one disaggregated for urban and rural routes, and a summary of the findings contained on that form.

After the final report is approved by ICTC, Rea & Parker Research will deliver 5 hard copies to Imperial Valley Transit as well as an electronic copy plus all data in electronic format.

Form 406A from 2013/2014 follows, along with a sample of conclusions drawn therefrom.

Deliverables:

(1) Draft Report

(2) Final Report (5 copies)

(3) Electronic copy of the final report

(4) All data sets in electronic format

Form 406A (Modified)
 ANNUAL DATA TO FTA: IMPERIAL VALLEY
 TRANSIT (Entire Fixed Route System)
 July 1, 2013-June 30, 2014

Line No.	ITEM	WEEKDAYS				SATUR-DAY	SUNDAY	SAMPLE TOTAL	WEIGHTED SAMPLE ** TOTAL
		AM PEAK	MIDDAY	PM PEAK	NIGHT				
	Accumulations from Trip by Trip Record								
1	(20) Passengers Boarded	2342	5522	3056	112	2258	1079	14369	14142.857
2	(21) Passengers on Board	21577	54721	28065	1208	21526	11889	138986	135253.718
3	(22) Bus Trip Distance	2418.6	3782.7	2842.8	169.2	2579	821.2	12613.5	12369.690
4	(23) Passenger Miles	28001.4	53777.5	30917.2	1157.6	24816.1	9710.3	148380.2	147574.917
5	(26) Capacity Miles	135485.6	218467.7	158143	4403.6	181298.8	61805	759603.7	711871.830
6	(27) Seat Miles	81811.7	130742.6	95098	3723.6	101014.4	33792.1	446182.4	424945.766
7	(28) Trips in Sample	108	180	137	10	85	45	565	
8	(29) Total Number of Bus Trips	9110	11837	9982	1015	2713	468	35125	
9	WEIGHTS**	1.358729	1.059272	1.173641	1.63495	0.514126	.167522		
	Sample Averages								
10	Unlinked Passengers (Boardings) per Trip (1/7)	21.6853	30.678	22.307	11.200	26.565	23.978	25.432	25.032
11	Passenger Miles per Trip (4/7)	259.272	298.764	225.673	115.760	291.954	215.784	262.620	261.195
12	Capacity Miles per Trip (5/7)	1254.496	1213.709	1154.328	440.360	2132.927	1373.444	1344.431	1259.950
13	Seat Miles per Trip (6/7)	757.516	726.348	694.146	372.306	1188.405	750.936	789.703	752.116
14	% Passenger Miles to Seat Miles per Trip (11/13)	34.227%	41.132%	32.511%	31.088%	24.567%	28.735%	33.255%	34.728%
15	% Passenger Miles to Capacity Miles per Trip (11/12)	20.667%	24.616%	19.550%	26.288%	13.688%	15.711%	19.534%	20.731%
	Annual Totals (weighted by number of trips)								
16	Annual Weighted Unlinked Passenger Trips (10*8)	197553	363135	222668	11368	72071	11222		878017
17	Annual Weighted Total Passenger Miles (11*8)	2361967.9	3536469.5	2252667.9	117496.4	792071.2	100986.9		9161659.8

Form 406A (Modified)
ANNUAL PASSENGER MILES: IMPERIAL VALLEY TRANSIT--URBANIZED
ROUTES ONLY
 July 1, 2013-June 30, 2014

Line No.	ITEM	WEEKDAYS				SATUR-DAY	SUNDAY	SAMPLE	WEIGHTED**
		AM PEAK	MIDDAY	PM PEAK	NIGHT			TOTAL	TOTAL
	Accumulations from Daily Trip Sheets								
1	(20) Passengers Boarded	2235	5463	2977	112	2258	1079	14125	
2	(21) Passengers on Board	21069	54504	27411	1208	21526	11889	137607	
3	(22) Bus Trip Distance	2115.6	3604.8	2587	169.2	2579	821.2	11876.8	
4	(23) Passenger Miles	25721.5	53376.4	29893.3	1157.6	24816.1	9710.3	144595.3	
5	(26) Capacity Miles	125746.2	214909.7	153198.6	4403.6	181298.8	61805	741361.9	
6	(27) Seat Miles	75708.5	129242.5	92688.4	3723.6	101014.4	33792.1	428897.1	
7	(28) Trips in Sample	98	168	126	10	85	45	532	
8	(29) Total Number of Bus Trips	8326	10918	9199	1015	2713	468	32639	
9	WEIGHTS**	1.384793827	1.059274692	1.189994247	1.654401177	0.520242294	0.169514997		
	Sample Averages								
10	Unlinked Passengers (Boardings) per Trip (1/7)	22.81	32.52	23.63	11.20			2.03	26.6
11	Passenger Miles per Trip (4/7)	262.46	317.72	237.25	115.76			18.25	271.8
12	Capacity Miles per Trip (5/7)	1283.12	1279.22	1215.86	440.36			116.17	1393.5
13	Seat Miles per Trip (6/7)	772.54	769.30	735.62	372.36			63.52	806.2
14	% Passenger Miles to Seat Miles per Trip (11/13)	0.340	0.413	0.323	0.311			0.287	0.337
15	% Passenger Miles to Capacity Miles per Trip (11/12)	0.205	0.248	0.195	0.263			0.157	0.195
	Annual Totals (weighted by number of trips)								
16	Annual Unlinked Passenger Trips (10*8)	189884	355030	217345	11368				773626
17	Annual Total Passenger Miles (11*8)	2185277.64	3468830.57	2182448.15	117496.40				7954052.76

Brief Recap of Results 2013/2014 Study

Form 406A shows that a total of 14,369 unlinked boardings (Line 1) were counted for the year on the 565 sampled bus trips (Line 70, averaging 25.43 boardings per bus trip). In 2008-2009 there were 32.28 boardings per sampled trip. It is noted here and below that a substantial service increase occurred in October, 2013 along with other, smaller ones during the 2013-2014 and still others after the 2010-2011 study. Such an increase will dilute the passenger load per bus, which was, in many cases, the objective of the service increase.

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

Inasmuch as Saturdays and Sundays were oversampled relative to weekday trips, with 85 out of 565 sampled trips (15.0 percent of all sampled trips) on Saturday and 45 (8.0 percent) on Sunday in contrast to the actual bus trips of 7.7 percent and 1.3 percent respectively, the overall 25.43 sample boarding average requires weighting. When weights are applied², the mean number of

² Inasmuch as the sample distribution does not precisely mirror the actual distribution of trips weighting was appropriate for the upper portion of Form 406A. Weights are equal to the total trips in the sample (Line 7—Sample Total column) divided by total number of bus trips sampled (Line 8—Sample Total column). Then, for each time period, that result is divided by the total number of trips in the sample by time period (7) divided by the total number of bus trips sampled by time period (8). These weights are then multiplied by

boardings per trip for the system-wide sample is reduced slightly to 25.03 (2010-2011 = 31.20 boardings per trip).

Applying these mean numbers of unlinked boardings and correspondingly determined passenger miles (based on number of passengers on-board and distance between stops) reveals the final estimates required for the federal database. **Form 406A shows that the annual estimated unlinked passenger boardings and mileage is determined (with a margin of error of +/- 10 percent at 95 percent confidence) to be 878,017 riders who traveled 9,161,660 passenger miles during the year (Lines 16 and 17). The urban portion of the Imperial Valley Transit system included 773,626 riders who traveled 7,954,053 passenger miles.** In 2010-2011, the corresponding estimates for the entire system were 918,578 passengers and 9,871,209 passenger miles, indicating statistical consistency between the two periods, with 2013-2014 showing a decrease of 4.4 percent in unlinked passenger trips and 7.2 percent passenger miles, both of which are well within the +/- 10 percent margin of error, indicating that no statistical difference between the study periods has been found.

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

- There were 197,553 unlinked boardings annually during weekday a.m. peak periods, traveling 2,361,968 miles. Corresponding totals from 2010-2011 were 209,054 unlinked boardings and 2,576,057 passenger miles.
- Peak riders during the weekday p.m. periods total 222,668 and 2,252,668 miles (2010-2011 = 237,567 boardings and 2,570,906 miles)
- Weekday midday boardings totaled 363,135 for the year and 3,536,470 miles. In 2010-2011, there were 390,010 unlinked boardings and 3,793,996 miles.
- Weekday night ridership seemed to fall substantially (again, however, the small sample size renders this difference as not statistically interpretable). Boardings included 11,368 riders traveling 117,496 miles, which equaled fewer riders and miles than in 2010-2011 (22,978 boardings and 162,119 passenger miles).
- Weekend travel increased. Saturdays had 72,071 boardings and 792,071 miles, an increase from 2010-2011 (58,999 boardings and 768,180 miles). Sunday service, with only 18

sample totals to obtain sample data that is weighted to reflect the actual distribution of bus trips in Lines 16-17 and the right-hand column.

scheduled trips per Sunday, added 11,222 boardings and 100,987 passenger miles during its six months of operation.

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

PROPOSED PROJECT SCHEDULE

Task	Commencement Date	Completion Date
1. Formal Work Plan	Week 1	Week 2
2. Sampling Plan	Week 2	June 1, 2016
3. Data Collection Deployment Plan	Week 2	June 15, 2016
4. Design On-Board Data Collection Instruments	Week 2	June 1, 2016
5. Conduct On-Board Data Collection	July 1, 2016	June 30, 2017
6. Data Entry and Processing	July 15, 2016	July 15, 2017
7. Final Report	July 1, 2017	July 31, 2017

COMMITMENT FROM REA & PARKER RESEARCH

Rea & Parker Research makes the following promises as part of this proposal:

- Rea & Parker Research will not directly nor indirectly possess any interest in the information obtained in this study and will not make any use of this information without the written consent of the Imperial County Transportation Commission;
- Rea & Parker Research will not disclose any confidential information obtained in this study (other than under subpoena to do so).
- Rea & Parker Research will return or destroy, as requested by ICTC, all property of Imperial Valley Transit and ICTC to which Rea & Parker Research has had access during the course of this study;

Further, Rea & Parker Research is committed to keeping the lines of communication open as the project moves forward. To that end, Rea & Parker Research will provide the ICTC Project Manager with frequent progress reports. By using key senior staff members to implement the tasks described above, Rea & Parker Research promises to provide consistency and superior professionalism in its consulting services to its clients in general, and to ICTC, in particular, for this project.

COST AND PRICE PROPOSAL

Rea & Parker Research proposes to perform all tasks described in the Scope of Work for a fixed price of \$99,500, payable according to the schedule below:

July 1, 2016	\$17,500
August 1, 2016 through July 1, 2017	\$6,000 per month
August 1, 2017	<u>\$10,000</u>
TOTAL	\$99,500

Qualifications, Related Experience and References of Rea & Parker Research

Profile of Firm

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

With particular reference to the current project, the references below will indicate a wealth of experience in statistical methodology and transportation research conducted for major public agencies in Southern California and the State of California.

Rea & Parker Research principals are also Emeritus Professors in the School of Public Affairs at San Diego State University. Besides teaching at the San Diego campus, Dr. Parker taught graduate courses at the Calexico campus from 1991-to-2014 and Dr. Rea was Director of the Department of Public Administration during that time frame.

Richard A. Parker, PhD. And Louis M. Rea, Ph.D. are co-authors of a highly successful book, *Designing and Conducting Survey Research: A Comprehensive Guide*, published by Jossey-Bass/Wiley Publishers in 1992, with a second edition published in 1997, a third edition published in 2005, and a fourth edition in 2014.

Rea & Parker Research utilizes the university offices and state-of-the-art computer facilities, along with access to renowned scholars and reference material when necessary. Rea & Parker Research is a division of Rea & Parker, Incorporated, a California corporation—incorporated in 1985 (Fed ID: 33-0156230). Its home office in San Diego is located at 4875 Casals Place, San Diego, CA 92124 (mailing address: P.O. Box 421079, San Diego, CA 92142-1079). Telephone numbers for Rea & Parker Research are 858-279-5070 and 858-279-1170 (fax). The website is www.rea-parker.com.

Quantitative and Qualitative Research Clients of Rea & Parker Research include:

- Imperial County Transportation Commission
- Imperial Valley Transit Los Angeles County Metropolitan Transportation Authority
- Southern California Regional Rail Authority (Metrolink)
- Orange County Transportation Authority
- California Department of Transportation (CALTRANS)
- Bay Area Rapid Transit
- Metropolitan Transit System (San Diego Transit)
- North County Transit District
- Fresno Area Express
- Gold Line Authority (Los Angeles MTA)
- Imperial Valley Association of Governments
- Santa Clarita Transit
- Santa Monica Municipal Bus Lines
- Culver CityBus
- Foothill Transit
- El Monte Transit
- Torrance Transit
- Cerritos on Wheels
- Commerce Transit
- Los Angeles Commuter Express
- Pasadena ARTS
- Carson Circuit
- Alhambra Transit
- Clovis Stageline
- Riverside Transit Agency
- Southern California Association of Governments (SCAG)
- San Diego Association of Governments (SANDAG)
- State of California--Senate Rules Committee
- State of California--Senate Special Committee on Border Issues
- State of California--Office of the Auditor General
- State of California--Office of the Attorney General
- San Diego Gas & Electric
- San Diego County Sheriff's Department
- San Diego County Water Authority
- San Diego Unified School District
- Poway Unified School District
- Imperial Irrigation District
- Otay Water District
- Vallecitos Water District

- University of California-Berkeley
- University of California-Los Angeles
- University of California-Davis
- County of Orange
- County of San Diego
- City of San Diego
- City of San Diego Housing Commission
- City of Escondido
- City of Carlsbad
- City of Poway
- City of Davis
- City of St. Helena
- City of Dana Point
- City of Oceanside
- San Diego County Law Library
- City Heights Community Development Corporation (City of San Diego)
- Centre City Development Corporation (City of San Diego)
- North Park Main Street Association (San Diego)
- San Luis Rey Indian Water Authority
- California Center for Sustainable Energy

Economic Research Clients:

- State of California--Senate Rules Committee
- State of California--Senate Special Committee on Border Issues
- State of California--Office of the Auditor General
- State of California--Office of the Attorney General
- California Department of Transportation (CALTRANS)
- Southern California Gas Company
- San Diego County Sheriff's Department
- San Diego Unified School District
- San Diego Gas & Electric
- Southern California Gas Company
- Pardee Construction Company
- San Diego Aircraft Carrier Museum Foundation
- Westbrook Development
- Genstar Development
- Laing Urban
- Pacific Century Development
- Subway, Inc.
- Westfield Shopping Centers
- Shea Properties
- City of San Diego
- City of San Diego Housing Commission
- City of Carlsbad
- City of Poway
- City of Holtville
- Southern California Association of Governments
- Imperial Valley Association of Governments
- San Diego County Taxpayers Association
- California Center for Sustainable Energy

- City Heights Community Development Corporation (City of San Diego)
- Centre City Development Corporation (City of San Diego)
- La Jolla Band of Mission Indians
- Viejas Enterprises
- Foxwoods Development
- Big Pine Paiute Economic Development Corporation
- Joint Labor/Management Committee-Retail Food Industry
- San Diego/Imperial Counties Labor Council AFL-CIO
- Southwest Strategies, LLC
- Stirling Enterprises
- Ivey Ranch Development Company
- Pacifica Companies
- Pacific Beachfront Resort
- Housing Solutions Alliance
- Smart Growth Coalition—National City
- Rancho Guejito Corporation
- Seacoast Inn
- Shopoff Group
- Mercado Barrio Logan
- DTOM Sports Apparel
- Mortgage Electronic Registration System, Inc. (MERS)
- Chelsea Investment Corp.
- Border Communities Capital Company

Related Experience

The following projects demonstrate the capability and experience of Rea & Parker Research to conduct projects related to the project at hand – Transportation Statistical Methodology and On-Board Research.

IMPERIAL COUNTY TRANSPORTATION COMMISSION/IMPERIAL VALLEY TRANSIT/COUNTY OF IMPERIAL



- Conducted July, 2008-June, 2009, July, 2010-June, 2011, and July, 2013-June, 2014 Annual Passenger Mile Sampling analyses and reports. These analyses randomly selected bus trips in accordance with NTD recommended methodology, thereby identifying the number of riders, passenger miles, weekday/weekend breakdowns, and time of day breakdowns for required annual reporting to the FTA (95 percent confidence/+/- 10 percent).

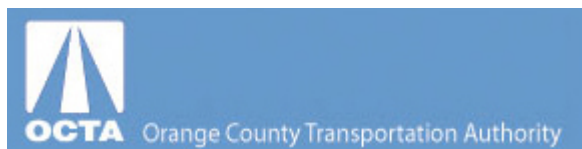
Project Manager: **Kathi Williams**
Imperial County Transportation Commission
1405 N. Imperial Ave. Suite 1
El Centro, CA 92243 760-592-4494

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY (METROLINK)



- Determined the requisite two-stage sample for National Transit Database/Federal Transportation Agency requirements for annual passenger and mileage calculations. The sampling technique was created to meet the FTA confidence level of 95 % and precision level of +/- 10 %.
- Devised methodology and obtained precise counts of passenger boardings and alightings at each station for each train in the Metrolink train system
- Conducted a 3,500 person rider/on-board sample survey regarding customer satisfaction for the Southern California Regional Rail Authority (Metrolink). Analysis included comparative data analysis of trends from the earlier rider/on-board surveys.
- Computerized, analyzed, prepared final report, and presented findings for 6000 rider/on-board rail passenger surveys for the Southern California Regional Rail Authority (Metrolink) regarding customer satisfaction. Analysis included comparative data analysis of trends from previous rider/on-board surveys.

ORANGE COUNTY TRANSPORTATION AUTHORITY/METROLINK



- Bus stop survey of 2300 OCTA bus passengers to assess satisfaction and communication opportunities.

Project Manager: Stella Lin (Marketing Manager)
Orange County Transportation Authority
550 South Main Street
Orange, CA 92863
eburton@octa.net Tel: 714.560.5342

- The Authority assessed attitudes, opinions, and proposals about existing rail service, especially with regard to the potential for enhancing and coordinating intercity and commuter passenger rail services currently provided by Metrolink, the Coaster, and Amtrak. The project entailed the design and implementation of four focus groups – 2 groups of rail transit users and 2 groups of non-users. Perceptions about current service characteristics as well as new service strategies were elicited.

Project Manager: Ellen Burton (Executive Director External Affairs)
Orange County Transportation Authority
550 South Main Street
Orange, CA 92863
eburton@octa.net Tel: 714-560-5923

- Conducted intercept counts of passengers boarding and alighting Metrolink and Amtrak trains at Oceanside, San Clemente, San Juan Capistrano, Laguna Niguel/Mission Viejo, Tustin, Irvine, Santa Ana, Orange, Anaheim, Fullerton, Anaheim Hills, Norwalk, and Commerce rail stations, including all tabulation and data input as well as detailed statistical analysis and analytical report.
- Conducted CenterLine Customer Profile for the Orange County Transportation Authority involving intercept surveys of 8,800 potential urban light rail users and 1,500 telephone survey interviews. Final analysis assessed likely ridership, preferred destinations, trip purposes, demographic and psychographic profiles of potential light Metro Rail ridership.
- Conducted 2,000 person rider/on-board bus survey for the Orange County Transportation Authority regarding monthly, weekly, and daily bus pass sales. Prepared questionnaire, administered survey, counted passengers, analyzed data in order to assess potential for expanding bus pass sales.
- Counts and safety observations on weekends and weekdays at 53 at-grade rail crossings in Orange County between Fullerton and San Clemente. Final report, which also included stakeholder interviews and 600-person survey documented and identified crossings and times where safety of pedestrians and automobiles were most at risk.

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS

- Conducted Imperial County Cross-Border Survey that interviewed in-person 5200 pedestrian, passenger vehicle, and commercial truck U.S.-Mexico border crossers at three ports of entry in Imperial County. Surveys were produced for each of those different modes of crossing the border at Calexico downtown, Calexico East, and Algodones/Andrade (Yuma). Interviews were accompanied by 24 hour counts of all vehicle, truck, and pedestrian movement through the ports of entry in both directions.

Project Manager:

Mike Ainsworth
Southern California Association of
Governments
3600 Lime Street
Riverside, CA 92501 Tel: 213-236-1947

RIVERSIDE TRANSIT AGENCY

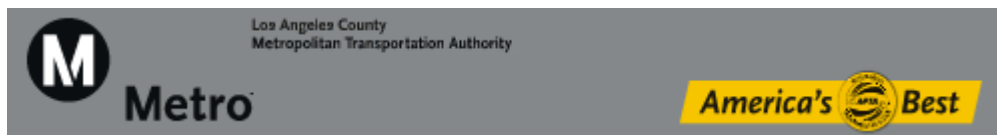
Sample survey of 8,700 passengers of entire RTA system, including contract operations, obtained with full counts and time checks against schedule. Survey information obtained included origin/destination, trip purpose, customer satisfaction, frequency of travel.

Project Managers: Steve Wilks
IBI Group (Prime contractor)
18401 Von Karman Avenue
Suite 110
Irvine, CA 92612 Tel. 949-833-5588

Steve Scibuola
IBI Group
701 B Street
Suite 1170
San Diego, CA 92101 Tel. 619-234-4110



LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY



- On-Board satisfaction, travel patterns, fare media, and demographics of 35,000 bus riders on LACMTA buses and those of 12 municipal transit operators within Los Angeles County (**Alhambra Community Transit, Culver City Bus Lines, Commerce Transit, Pasadena ARTS, Cerritos-On-Wheels (COW), Santa Monica Big Blue Bus, Los Angeles Commuter Express, Santa Clarita Transit, Torrance Transit, Carson Circuit, El Monte Trolley, and Foothill Transit**).
- Detailed follow-up telephone survey of 2,500 weekday riders of MTA and 12 municipal operators expanding upon demographics, satisfaction, problem occurrence, importance/concern, travel behavior, use of MTA website, customer service, and marketing media and messages.
- On-Board satisfaction, travel patterns, fare media, and demographics for 15,000 urban rail users

- Detailed follow-up telephone survey of 1,000 weekday and weekend riders of Metro Rail expanding upon demographics, satisfaction, problem occurrence, importance/concern, travel behavior, use of MTA website, customer service, and marketing media and messages.
- On-Board and telephone surveys of Metro Gold Line riders about expansion of line eastward. Also surveyed were bus riders on connecting lines, bicycle riders and residents within walking distance of new line.

Project Manager:

Bill Delo
IBI Group
18401 Von Karman Avenue, Suite 110
Irvine CA 92612
(949) 833 5588

SAN DIEGO METROPOLITAN TRANSIT SYSTEM/SANDAG

- Weekend Contract service passenger counts and ride check for entire transit system. Counts provided by stop, including time checks, road conditions.
- Survey San Diego-Tijuana border crossers who park on US side in order to identify potential amenities and corresponding cost increases for that market.
- Transfer analysis at two stations on San Diego Trolley Orange Line that are considering relocating buses.

Project Manager:

Dennis Wahl
IBI Group
701 B Street
Suite 1170
San Diego, CA 92101 Tel. 619-234-4110



NORTH COUNTY TRANSIT DISTRICT

- Survey of commuters and residents at Camp Pendleton Marine Base in order to assess commute patterns and market for potential rail station on base.

FRESNO AREA EXPRESS (FAX)

- Conducted an on-board origin/destination survey of customers of the primary bus system in Fresno – the Fresno Area Express – 3700 completed surveys.
- Conducted an intercept/on-board survey of customers of the Fresno Area Express to determine customer satisfaction with the bus system – 1500 completed surveys.

Project Manager:

Judith Nishi

Community Coordinator

City of Fresno, Department of Transportation

Fresno Area Express (FAX)

2223 G. St.

Fresno, CA 93706

(559) 621-1455



Selected Other Transportation Research Projects of Rea & Parker Research

Orange County Transportation Authority

- Marketing program consultant including two 600 person surveys among Latino and senior residents of Orange County and 12 focus groups to identify market-enhancing opportunities for transit service.
- Prepared Multi-Cultural Market Assessment Study for transportation services in Orange County. Formulated baseline data and marketing strategies for long- and short-term transportation related issues facing Orange County's diverse multi-cultural communities, with particular emphasis upon Hispanic and Vietnamese communities. Administered three different statistical surveys including intercept and rider/on-board formats, each in English, Spanish, and Vietnamese.

- Conducted Vietnamese ridership study, including in-person intercept survey, telephone sample survey, and focus group among Vietnamese community leaders regarding current bus service and future transit needs in the Vietnamese areas of Orange County.
- Sample survey of 400 bicycle commuters.
- Focus groups among senior/disabled bus riders and full fare bus riders concerning proposed restructuring of bus fares.
- Roundtable meetings with coach operators and social service agency representatives.
- Public participation portion of Orange County Bus Improvement Project (BUSLINK).
- Focus group discussions with Metrolink commuter rail users and non-users within Orange County.
- Focus group discussions with clients of ACCESS paratransit service for purposes of identifying the viability of alternative transportation options.
- Focus groups among users of ACCESS for purposes of refining six strategies for providing a financially viable service to ACCESS customers and prepared formal final report.
- Roundtable discussions concerning the implementation of changes in the ACCESS system pertaining to reservations, eligibility, schedule, rates, pick-up and delivery policy, etc., and prepared formal final report.
- Focus group discussions concerning Master Plan of Countywide Commuter Bikeways and prepared final report.
- Focus group and roundtable discussions with community leaders, general public, and representatives of goods movement/freight industry regarding long-range transportation planning in Orange County.
- Focus groups among businesses and residents of Orange County concerning recommended Corridor (Fullerton-Irvine) Transportation Strategy.
- Focus groups among residents of northern, central, and southern Orange County regarding the FastForward long-range transportation.
- Roundtables and focus groups concerning routing issues and public support for the CenterLine urban light rail system proposed for Orange County.
- Focus groups among Metrolink/Amtrak riders to determine expansion and marketing strategies.
- 600-person survey and key stakeholder interviews concerning safety issues in Orange County at 53 at-grade rail crossings between Fullerton and San Clemente.

Southern California Regional Rail Authority (METROLINK)

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

Southern California Association of Governments

- 800 person survey and 6 focus groups to determine desired route for high-speed rail from Northern California between Los Angeles and San Diego

California Department of Transportation (CALTRANS)

- Prepared growth inducement study for State Route 56 through the northern portion of the City of San Diego. Study included fiscal impacts as well as housing, employment, and income forecasts; also included were planning implications of possible growth inducing factors associated with the construction of the highway.
- Conducted focus groups and web-based survey of CALTRANS engineers regarding job satisfaction and staff morale.



University of California PATH/SANDAG

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

Santa Clarita Transit

- Prepared, conducted and analyzed three focus groups concerning opportunities for Santa Clarita Transit to enhance market.



American Medical Response

- Financial consultant to AMR related to audit and analysis of City of San Diego emergency medical services transportation system.

San Diego Aircraft Carrier Museum Foundation

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

Pardee Construction Company

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

Bay Area Rapid Transit

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



San Diego Association of Governments (SANDAG)

- Consultant to All Congregations Together (ACT) -- a non-profit community organization that provides transportation service for individuals with special needs in Southeast San Diego. The purpose of the consulting assignment was to identify transportation issues and problems that were hampering the mobility of local residents. Rea & Parker Research organized and supervised intercept surveys at various locations in the area and conducted focus groups. Regarding the focus groups, Rea & Parker Research designed discussion guides, trained residents to conduct focus groups, assisted in that facilitation, and analyzed focus group data. This project was funded and supervised by SANDAG.
- Conducted focus group research for new route to eastern San Diego County via Mission Valley
- Focus groups among transit riders, vanpool, and carpool commuters concerning experience with and opportunities to advance alternative commuting options.
- Rea & Parker Research has conducted research to identify real and perceived barriers to implementing telework programs and policies among private and public sector organizations in the San Diego Region. This research is part of a larger project designed to determine the extent to which employers have embraced telework as a feasible and beneficial business strategy. SANDAG would like to help local employers overcome obstacles to telework and take advantage of the many benefits that telework provides. As part of the research associated with this project, Rea & Parker Research has conducted a **scientific telephone sample of 400 public and private employers in the region.** The sample population was drawn from the type of employment most suited to

telework and stratified by size of organization. Employers were also stratified by the extent to which they permit their employees to pursue telework options. Topics include size of telework operations, home office considerations, accountability and evaluation, and consideration of a formal telework policy.

As part of the research associated with this project, Rea & Parker Research **conducted 2 focus groups among both private sector and public sector employers in the San Diego region.**

Contacts

Dennis Wahl (IBI Group Project Supervisor, retired)*

IBI Group

701 B Street, Suite 1170

San Diego, CA 92101

Telephone: 619-234-4110

dwahl@ibigroup.com

***Succeeded by Ms. Tuere Faaola**

Antoinette Meier (SANDAG Project Director)

San Diego Association of Governments

401 B Street

San Diego, CA 92101

Telephone: 619-699-7381

Antoinette.meier@sandag.org



Fresno Area Express (FAX)

- Conducted a **400 person customer satisfaction telephone survey** of the Handy Ride System in Fresno California. Handy Ride is a paratransit system for customers who are unable to utilize the regular bus system because of certain physical and/or mental disabilities.

Expert Witness: Survey Research and Statistical Analysis

- a. Ryan Walsh, Graham Wiseman v. Ikon Office Solutions, Inc. (court testimony—expert qualification, deposition, and declarations)
- b. George Lopez, et al. v. Kaiser Foundation Health Plan, Inc. (declaration)
- c. Gonzalez v. Freedom Communications, Inc. dba The Orange County Register (deposition and declarations)
- d. Esteban Zamora, et al. v. Balboa Life & Casualty, LLC, et al. (declarations and deposition)
- e. Tate and Lighter v. Kaiser Foundation Health Plan, Inc. (declaration)

- f. Catherine Sullivan v. Kelly Services, Inc. (declaration)
- g. Cynthia Flores v. CVS Pharmacy, Inc. et al (declarations)
- h. Bauer Bros, LLC v. Nike, Inc. (statistical analysis)
- i. Wallace, et al. v. Countrywide Home Loans (declarations and deposition)
- j. Morgan, et al. v. Wet Seal, Inc. (declaration and deposition)
- k. Stephen Weisbarth, et al. v. Banc West Investment Services, Inc. et al. (declaration)
- l. Paul Lemerise, Elene Wood, et al. v. Loan Depot, Inc.(statistical analysis)

Other References

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MarkW@otaywater.gov

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Otay Water District
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Spring Valley, CA
Tel. 619-670-2280
abuelna@otaywater.gov

Kahoru Lohrenz, PMP
Business Planning & Project Controls Manager
Major Project Controls and Analysis
Sempra Energy
619-696-2493 (w)
619-850-6191 (c)
KLohrenz@sempra.com

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6050 Santo Rd. Ste. 270
San Diego, CA 92124
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858.361.4750 (cell)
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Southern California Gas Company
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Los Angeles, CA 90013
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Development Manager
Shopoff Realty Investments, L.P.
2 Park Plaza, Suite 700, Irvine, CA 92614
Office (949) 417-1396 | Direct (949) 417-4363 |
Mobile (949) 383-0978 | Fax (949) 417-1399
OUranga@shopoff.com

Richard A. Parker, Ph.D.

Education

Ph.D.	University of California, Los Angeles (Los Angeles, California) Pacific Western University (Los Angeles, California) Doctor of Philosophy (Business Administration)
M.B.A.	University of California, Berkeley (Berkeley, California) Master of Business Administration (MBA)
M.C.P.	San Diego State University (San Diego, California) Master of City Planning (MCP)
B.S.	Brown University (Providence, Rhode Island) University of California, Berkeley (Berkeley, California) Bachelor of Science — Business Administration (Phi Beta Kappa, Magna Cum Laude, Honors in Business Admin)

Selected Professional Experience

1985-present Professor (Emeritus since 2013), School of Public Affairs, San Diego State University

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

1984-present President, Rea & Parker Research/California Economic Solutions

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

Selected Survey Research Clients include State of California, San Diego County, Orange County, Imperial County, Cities of San Diego, Escondido, Carlsbad, Oceanside, Poway, Davis, Holtville, and Dana Point, SANDAG, SCAG, Imperial County Transportation Commission, San Diego MTS, Orange County Transportation Authority, Los Angeles County MTA, Southern California Regional Rail Authority (Metrolink), Bay Area Rapid Transit, Imperial Valley Transit, North County Transit District, Fresno Area Express, Santa Clarita Transit, Los Angeles Department of Transportation, Foothill Transit, Torrance Transit, Santa Monica Big Blue Bus, Culver Citybus, Cerritos on Wheels, Commerce Transit, El Monte Transit, Alhambra Community Transit, Duarte Transit, Pasadena ARTS, Carson Circuit, Montebello Bus Lines, CALTRANS, San Diego County Water Authority, Otay Water District, Vallecitos Water District, San Diego Housing Commission, California Center for Sustainable Energy, San Diego Unified School District, San Diego County Sheriffs Office.

Expert witness regarding survey research and statistical analysis for Bank of America, Kaiser Permanente, NASSCO/General Dynamics, Ikon Office Equipment, Orange County Register/ Freedom Communications, CVS Pharmacies, Kelly Services.

Economic consultant to Westfield Shopping Centers, San Diego Gas & Electric, Southern California Gas Company, Imperial Irrigation District, Viejas Enterprises, Foxwoods Casinos, Retail Food Industry Council, Pardee Homes, Shea Communities, San Diego Aircraft Carrier Museum Foundation, Stirling Cargo Airports, Subway, Inc., Wet Seal, Inc., Housing Solutions Alliance, San Diego County Taxpayers Association, Rancho Guejito Corporation, Big Pine Paiute Development, Shopoff Land Fund, Border Communities Capital..

Selected Publications:

Designing and Conducting Survey Research: A Comprehensive Guide (with Louis M. Rea, Ph.D., 1992 (2nd edition 1997—3rd edition 2005—4th edition 2014). Jossey-Bass, Inc., Publishers, San Francisco.

The Economics of Environmental Restrictions on the Use of Urban Land, Institute of Urban and Regional Development, University of California, Berkeley, California (with Leonard Merewitz, Ph.D.).

"Water Supply for Urban Southern California: An Historical and Legal Perspective," Glendale University Law Review, Vol. 8, Nos. 1-2.

LOUIS M. REA, Ph.D.

EDUCATION

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

PROFESSIONAL EMPLOYMENT

Professor: School of Public Affairs, San Diego State University, 1975-present (Emeritus since 2012)

Graduate Courses Taught: Seminar in Urban and Regional Planning Analysis, Seminar in Urban Transportation Planning, Quantitative Techniques in Urban Planning, Methods of Analysis in Public and Urban Affairs, Seminar in Urban and Fiscal Issues, Principles of Survey Research, and Program Design and Evaluation. Undergraduate Courses Taught: Introduction to Urban Planning, Applied Planning Research and Program Evaluation in Criminal Justice Administration, and Management of Urban Governments.

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

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

Principal Consultant: Rea and Parker Research, 1984-present Provide professional consulting services to client agencies (both public and private) seeking research data and studies for executive decision making. Provide services in the areas of transportation research including on-board bus and rail surveys, survey research associated with customer satisfaction and market feasibility analysis, economic and fiscal impact analysis, program evaluation, and public policy analysis including land use, housing, immigration, and tourism.

Selected Transportation Survey Research Clients include North County Transit District, Southern California Regional Rail Authority (Metrolink), Coaster, State of California Department of Transportation, SANDAG, San Diego MTS, Orange County Transportation Authority, Los Angeles County MTA, Riverside Transit Agency, Fresno Area Express, Imperial Valley Transportation Commission, Los Angeles Department of Transportation, Santa Clarita Transit, Foothill Transit, Torrance Transit, Santa Monica Big Blue Bus, Culver Citybus, Cerritos on Wheels, Commerce Transit, El Monte Transit, Alhambra Community Transit, Duarte Transit, Pasadena ARTS, Carson Circuit, Montebello Bus Lines.

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

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

PUBLICATION

Designing and Conducting Survey Research: A Comprehensive Guide. Jossey-Bass, Inc., San Francisco, 1992 -- 2nd edition, 1997; 3rd edition, 2005, 4th edition --2014 (with Richard A. Parker).

1 **AGREEMENT FOR SERVICES**

2
3 THIS AGREEMENT FOR SERVICES (“Agreement”), made and entered into effective
4 _____, 2016, by and between **IMPERIAL COUNTY**
5 **TRANSPORTATION COMMISSION**, a political subdivision of the State of California (“ICTC”), and
6 **REA & PARKER INCORPORATED**, an active California corporation (“CONSULTANT”)
7 (individually, “Party;” collectively, “Parties”).

8 **WITNESSETH**

9 **THAT WHEREAS** ICTC desires to retain a qualified individual, firm or business entity to perform
10 a passenger mile sampling/survey to obtain an accurate estimate of passenger miles traveled in order to
11 meet the conditions and requirements established by the National Transit Database and the Federal Transit
12 Administration (“FTA”) that offers ninety-five percent (95%) confidence in a margin of error not to exceed
13 plus or minus (±) ten percent (10%) (“the Project”); and

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

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

19 1. **DEFINITIONS.**

20 1.1. “Proposal” shall mean CONSULTANT’s proposal entitled “Imperial Valley Transit;
21 Annual Passenger Mile Sampling Proposal” dated and submitted in April 2016. Pages one (1) through
22 forty-seven (47) of the Proposal are attached hereto as **Exhibit “A”** and incorporated herein by this
23 reference.

24 2. **CONTRACT COORDINATION.**

25 2.1. ICTC’s Executive Director or his / her designee shall be the representative of ICTC for all
26 purposes pursuant to this Agreement and, together with ICTC’s Contract Manager, shall supervise the
27 progress and execution of this Agreement.

28 2.2. CONSULTANT shall assign a single Contract Manager to have overall responsibility for

1 the progress and execution of this Agreement. Richard A. Parker is hereby designated as the Contract
2 Manager for CONSULTANT. Should circumstances or conditions subsequent to the execution of this
3 Agreement require a substitute Contract Manager for any reason, the Contract Manager's designee shall be
4 subject to the prior written acceptance and approval of ICTC's Contract Manager.

5 3. DESCRIPTION OF WORK.

6 CONSULTANT shall provide all materials and labor to perform this Agreement. In the event of a
7 conflict among this Agreement and the Proposal, this Agreement shall take precedence.

8 4. WORK TO BE PERFORMED BY CONSULTANT.

9 4.1. CONSULTANT shall comply with all terms, conditions and requirements of the Proposal
10 and this Agreement.

11 4.2. CONSULTANT shall perform such other tasks as necessary and proper for the full
12 performance of the obligations assumed by CONSULTANT hereunder.

13 4.3. CONSULTANT shall:

14 4.3.1. Procure all permits and licenses, pay all charges and fees, and give all notices that
15 may be necessary and incidental to the due and lawful prosecution of the services to be performed
16 by CONSULTANT pursuant to this Agreement;

17 4.3.2. Keep itself fully informed of all existing and proposed federal, state and local laws,
18 ordinances, regulations, orders and decrees which may affect those engaged or employed pursuant
19 to this Agreement, any materials used in CONSULTANT's performance pursuant to this
20 Agreement or the conduct of the services pursuant to this Agreement;

21 4.3.3. At all times observe and comply with, and cause all of its employees to observe and
22 comply with all of said laws, ordinances, regulations, orders and decrees mentioned above; and

23 4.3.4. Immediately report to ICTC's Contract Manager in writing any discrepancy or
24 inconsistency it discovers in said laws, ordinances, regulations, orders and decrees mentioned above
25 in relation to any plans, drawings, specifications or provisions of this Agreement.

26 4.4. Any videotape, reports, information, data or other material given to, or prepared or
27 assembled by, CONSULTANT pursuant to this Agreement shall be the property of ICTC and shall not be
28 made available to any individual or organization by CONSULTANT without the prior written approval of

1 ICTC's Contract Manager.

2 5. REPRESENTATIONS BY CONSULTANT.

3 5.1. CONSULTANT understands and agrees that ICTC has limited knowledge in the multiple
4 areas specified in the Proposal. CONSULTANT has represented itself to be expert in these fields and
5 understands that ICTC is relying upon such representation.

6 5.2. Subject to 5.2.1, CONSULTANT represents and warrants that it is a lawful entity
7 possessing all required licenses and authorities to do business in the State of California and perform all
8 aspects of this Agreement.

9 5.2.1. CONSULTANT shall not commence any work pursuant to this Agreement or
10 provide any other services, or materials, in connection therewith until CONSULTANT has received
11 written authorization from ICTC's Contract Manager to do so.

12 5.3. CONSULTANT represents and warrants that the people executing this Agreement on behalf
13 of CONSULTANT have the authority of CONSULTANT to sign this Agreement and bind
14 CONSULTANT to the performance of all duties and obligations assumed by CONSULTANT herein.

15 5.4. CONSULTANT represents and warrants that any employee, contractor and/or agent who
16 will be performing any of the duties and obligations of CONSULTANT herein possess all required licenses
17 and authorities, as well as the experience and training, to perform such tasks.

18 5.5. CONSULTANT represents and warrants that the allegations contained in the Proposal are
19 true and correct.

20 5.6. CONSULTANT understands that ICTC considers the representations made herein to be
21 material and would not enter into this Agreement with CONSULTANT if such representations were not
22 made.

23 6. COMPENSATION.

24 The total compensation payable pursuant to this Agreement shall be ninety-nine thousand five
25 hundred dollars (\$99,500) unless otherwise previously agreed to by ICTC.

26 7. PAYMENT.

27 CONSULTANT will bill ICTC on a time and material basis. ICTC shall pay CONSULTANT for
28 completed and approved services upon presentation of written claims as set forth in paragraph 8, *infra*.

1 Notwithstanding the foregoing, ICTC shall retain ten percent (10%) of the total compensation until the end
2 of each fiscal year during the term of this Agreement.

3 8. METHOD OF PAYMENT.

4 8.1. CONSULTANT shall submit to ICTC's Contract Manager written claims for compensation
5 for services performed as follows:

6 8.1.1. Tasks 1 through 3: Seventeen thousand five hundred dollars (\$17,500), payable in a
7 lump sum on July 1, 2016 for project start-up tasks.

8 8.1.2. Tasks 4 through 6: Six thousand dollars (\$6,000) per month payable monthly in
9 arrears from August 1, 2016 through July 1, 2017; and

10 8.1.3. Task 7: Ten thousand dollars (\$10,000), payable in a lump sum on August 1, 2017.

11 8.2. The claim shall be in a format approved by ICTC. No payment shall be made by ICTC
12 prior to the claims being approved in writing by ICTC's Contract Manager or his/her designee.
13 CONSULTANT may expect to receive payment within a reasonable time thereafter and in any event in the
14 normal course of business within thirty (30) days after the claim is submitted.

15 9. TIME FOR COMPLETION OF THE WORK.

16 9.1. Program scheduling shall be as follows:

17 9.1.1. Tasks 1 through 4 shall be completed by June 15, 2016;

18 9.1.2. Task 5 shall begin on July 1, 2016 and be completed by June 30, 2017; and

19 9.1.3. Tasks 6 and 7 shall begin on July 15, 2016 and shall be completed by July 31, 2017.

20 9.2. Time extensions may be allowed for delays caused by ICTC, other governmental agencies
21 or factors not directly brought about by the negligence or lack of due care on the part of CONSULTANT.

22 10. SUSPENSION OF AGREEMENT.

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

27 11. SUSPENSION AND/OR TERMINATION.

28 11.1. ICTC retains the right to terminate this Agreement for any reason by notifying

1 CONSULTANT in writing seven (7) days prior to termination and by paying the compensation due and
2 payable to the date of termination; provided, however, if this Agreement is terminated for fault of
3 CONSULTANT, ICTC shall be obligated to compensate CONSULTANT only for that portion of
4 CONSULTANT's services which are of benefit to ICTC. Said compensation is to be arrived at by mutual
5 agreement between ICTC and CONSULTANT; should the Parties fail to agree on said compensation, an
6 independent arbitrator shall be appointed and the decision of the arbitrator shall be binding upon the Parties.

7 11.2. Upon such termination, CONSULTANT shall immediately turn over to ICTC any and all
8 copies of videotapes, studies, sketches, drawings, computations and other data, whether or not completed,
9 prepared by CONSULTANT in connection with this Agreement. Such materials shall become the
10 permanent property of ICTC.

11 12. INSPECTION.

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

17 13. OWNERSHIP OF MATERIALS.

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

21 14. INTEREST OF CONSULTANT.

22 14.1. CONSULTANT covenants that it presently has no interest, and shall not acquire any
23 interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the
24 performance of the services hereunder.

25 14.2. CONSULTANT covenants that, in the performance of this Agreement, no sub-contractor or
26 person having such an interest shall be employed.

27 14.3. CONSULTANT certifies that no one who has or will have any financial interest pursuant to
28 this Agreement is an officer or employee of ICTC.

1 15. INDEMNIFICATION.

2 15.1. CONSULTANT agrees to the fullest extent permitted by law to indemnify, defend, protect
3 and hold ICTC and its representatives, officers, directors, designees, employees, agents, successors and
4 assigns harmless from any and all claims, expenses, liabilities, causes of action, demands, losses, penalties,
5 attorneys fees and costs, in law or equity, of every kind and nature whatsoever arising out of or in
6 connection with CONSULTANT's negligent acts and omissions or willful misconduct pursuant to this
7 Agreement ("Claims"), whether or not arising from the passive negligence of ICTC, but does not include
8 Claims that are finally determined to be the result of the sole negligence or willful misconduct of ICTC.

9 15.2. CONSULTANT agrees to defend with counsel acceptable to ICTC, indemnify and hold
10 ICTC harmless from all Claims, including but not limited to:

11 15.2.1. Personal injury, including but not limited to bodily injury, emotional injury, sickness
12 or disease or death to persons including but not limited to ICTC's representatives, officers, directors,
13 designees, employees, agents, successors and assigns, subcontractors and other third parties and/or
14 damage to property of anyone (including loss of use thereof) arising out of CONSULTANT's
15 negligent performance of, or willful misconduct surrounding, any of the terms contained in this
16 Agreement, or anyone directly or indirectly employed by CONSULTANT or anyone for whose acts
17 CONSULTANT may be liable;

18 15.2.2. Liability arising from injuries to CONSULTANT and/or any of CONSULTANT's
19 employees or agents arising out of CONSULTANT's negligent performance of, or willful
20 misconduct surrounding, any of the terms contained in this Agreement, or anyone directly or
21 indirectly employed by CONSULTANT or anyone for whose acts CONSULTANT may be liable;

22 15.2.3. Penalties imposed upon account of the violation of any law, order, citation, rule,
23 regulation, standard, ordinance or statute caused by the negligent action or inaction, or willful
24 misconduct of CONSULTANT or anyone directly or indirectly employed by CONSULTANT or
25 anyone for whose acts CONSULTANT may be liable;

26 15.2.4. Infringement of any patent rights which may be brought against ICTC arising out of
27 CONSULTANT's work;
28

1 15.2.5. Any violation or infraction by CONSULTANT of any law, order, citation, rule,
2 regulation, standard, ordinance or statute in any way relating to the occupational health or safety of
3 employees; and

4 15.2.6. Any breach by CONSULTANT of the terms, requirements or covenants of this
5 Agreement.

6 15.3. The indemnification provisions of Paragraphs 15.2.1 through 15.2.6 above shall extend to
7 Claims occurring after this Agreement is terminated, as well as while it is in force.

8 16. INDEPENDENT CONTRACTOR.

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

12 16.1. CONSULTANT is not an employee or agent of ICTC and is only responsible for the
13 requirements and results specified by this Agreement or any other agreement.

14 16.2. CONSULTANT shall be responsible to ICTC only for the requirements and results
15 specified by this Agreement and except as specifically provided in this Agreement, shall not be subject
16 to ICTC's control with respect to the physical actions or activities of CONSULTANT in fulfillment of
17 the requirements of this Agreement.

18 16.3. CONSULTANT is not, and shall not be, entitled to receive from, or through, ICTC, and
19 ICTC shall not provide, or be obligated to provide, CONSULTANT with Worker's Compensation
20 coverage or any other type of employment or worker insurance or benefit coverage required or provided
21 by any Federal, State or local law or regulation for, or normally afforded to, an employee of ICTC.

22 16.4. CONSULTANT shall not be entitled to have ICTC withhold or pay, and ICTC shall not
23 withhold or pay, on behalf of CONSULTANT, any tax or money relating to the Social Security Old Age
24 Pension Program, Social Security Disability Program, or any other type of pension, annuity, or disability
25 program required or provided by any Federal, State or local law or regulation.

26 16.5. CONSULTANT shall not be entitled to participate in, or receive any benefit from, or
27 make any claim against any ICTC fringe program, including, but not limited to, ICTC's pension plan,
28

1 medical and health care plan, dental plan, life insurance plan, or any other type of benefit program, plan,
2 or coverage designated for, provided to, or offered to ICTC's employee.

3 16.6. ICTC shall not withhold or pay, on behalf of CONSULTANT, any Federal, State, or local
4 tax, including, but not limited to, any personal income tax, owed by CONSULTANT.

5 16.7. CONSULTANT is, and at all times during the term of this Agreement, shall represent
6 and conduct itself as an independent contractor, not as an employee of ICTC.

7 16.8. CONSULTANT shall not have the authority, express or implied, to act on behalf of, bind
8 or obligate ICTC in any way without the written consent of ICTC.

9 17. INSURANCE.

10 17.1. CONSULTANT hereby agrees at its own cost and expense to procure and maintain
11 during the entire term of this Agreement, and any extended term thereof, commercial general liability
12 insurance (bodily injury and property damage), employer's liability insurance, commercial automobile
13 liability insurance (bodily injury and property damage) and professional liability insurance in a sum
14 acceptable to ICTC and adequate to cover potential liabilities arising in connection with the performance
15 of this Agreement and in any event not less than the minimum limit set forth as follows:

<u>Insurance</u>	<u>Minimum Limit</u>
17 Errors & Omissions Coverage	\$1,000,000
18 Worker's Compensation, Coverage A	Statutory
19 Employers Liability, Coverage B	\$1,000,000
20 Comprehensive General Liability 21 (Including Contractual Liability):	
22 Bodily Injury	\$1,000,000/occurrence
	\$2,000,000 aggregate
24 Property Damage	\$1,000,000/occurrence
	\$2,000,000 aggregate
26 Commercial Automobile Liability 27 (owned, hired & non-owned vehicles)	
28 Bodily Injury	\$1,000,000

1 Property Damage

\$1,000,000

2 17.2. Special Insurance Requirements. All insurance required under paragraph 17 shall:

3 17.2.1. Be procured from an insurer authorized to do business in California.

4 17.2.2. Be primary coverage as respects ICTC and any insurance or self-insurance
5 maintained by ICTC shall be in excess of CONSULTANT's insurance coverage and shall not
6 contribute to it.

7 17.2.3. Name ICTC as an additional insured on all policies, except Workers'
8 Compensation, and provide that ICTC may recover for any loss suffered by ICTC by reason of
9 CONSULTANT's negligence.

10 17.2.4. State that it is primary insurance and regards ICTC as an additional insured and
11 contains a cross-liability or severability of interest clause.

12 17.2.5. Not be canceled, non-renewed or reduced in scope of coverage until after thirty
13 (30) days written notice has been given to ICTC. However, CONSULTANT may not terminate
14 such coverage until it provides ICTC with proof that equal or better insurance has been secured
15 and is in place. Cancellation or change without the prior written consent of ICTC shall, at the
16 option of ICTC, be grounds for termination of this Agreement.

17 17.3. Additional Insurance Requirements.

18 17.3.1. Consultant shall provide complete copies of certificates of insurance for all
19 required coverages including additional insured endorsements. Notice of cancellation will be
20 provided in accordance with policy terms and conditions. Endorsements shall be attached hereto
21 as Exhibit B and incorporated herein.

22 17.3.2. ICTC is to be notified immediately of all insurance claims. ICTC is also to be
23 notified if any aggregate insurance limit is exceeded.

24 17.3.3. The comprehensive or commercial general liability shall contain a provision of
25 endorsements stating that such insurance:

26 A. Includes contractual liability;

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

4 C. Does not contain a "pro rata" provision which looks to limit the insurer's
5 liability to the total proportion that its policy limits bear to the total coverage available to
6 the insured; and

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

9 17.4. Deposit of Insurance Policy. Promptly on issuance, reissuance, or renewal of any
10 insurance policy required by this Agreement, CONSULTANT shall, if requested by ICTC, cause to be
11 given to ICTC satisfactory evidence that insurance policy premiums have been paid together with a
12 duplicate copy of the policy or a certificate evidencing the policy and executed by the insurance
13 company issuing the policy or its authorized agent.

14 17.5 Additional Insurance. Nothing in this, or any other provision of this Agreement, shall be
15 construed to preclude CONSULTANT from obtaining and maintaining any additional insurance policies in
16 addition to those required pursuant to this Agreement.

17 18. ASSIGNMENT.

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

21 19. NON-DISCRIMINATION.

22 During the performance of this Agreement, CONSULTANT shall not unlawfully discriminate
23 against any employee or applicant for employment or employee of ICTC or member of the public
24 because of race, religion, color, national status, age, or sex. CONSULTANT shall ensure that the
25 evaluation and treatment of its employees and applicants for employment and employees and members
26 of the public are free of such discrimination. CONSULTANT shall comply with all provisions of the
27 Fair Employment and Housing Act (Government Code §12900, *et seq.*). The applicable regulations of
28 the Fair Employment Housing Commission implementing Government Code §12900 set forth in

1 Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this
2 Agreement by reference and made a part hereof as if set forth in full. CONSULTANT shall abide by the
3 Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and
4 regulations issued pursuant to said Act. CONSULTANT shall also abide by the American Disabilities
5 Act and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.
6 CONSULTANT shall give written notice of its obligations under this clause to labor organizations with
7 which it has a collective bargain or other agreement. CONSULTANT shall include the non-
8 discrimination and compliance provision of this paragraph in all subcontracts to perform work pursuant
9 to this Agreement.

10 20. NOTICES AND REPORTS.

11 20.1. All notices and reports pursuant to this Agreement shall be in writing and may be given
12 by personal delivery or by mailing by certified mail, addressed as follows:

13 **ICTC**

14 ICTC
15 Attn: ICTC Contract Manager
16 1405 N. Imperial Ave., Ste 1
17 El Centro, CA 92243

CONSULTANT

Rea & Parker Incorporated
Attn: Richard A. Parker, Ph.D.
PO Box 421079
San Diego, CA 92142-1079

17 With Personal Delivery To:

18 Rea & Parker Incorporated
19 Attn: Richard A. Parker, Ph.D.
20 4875 Casals Place
San Diego, CA 92124

21 20.2. All notices and reports pursuant to this Agreement may be given by personal delivery or
22 by mailing by certified mail at such other address as either Party may designate in a notice to the other
23 Party given in such manner.

24 20.3. Any notice given by mail shall be considered given when deposited in the United States
25 Mail, postage prepaid, addressed as provided herein.

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27 ///

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1 21. ENTIRE AGREEMENT.

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

5 22. MODIFICATION.

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

9 23. CAPTIONS.

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

12 24. PARTIAL INVALIDITY.

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

16 25. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.

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

24 26. WAIVER.

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

28 ///

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

3 **IMPERIAL COUNTY TRANSPORTATION COMMISSION:**

4
5
6 _____
7 Chair

8 **ATTEST:**

9
10 _____
11 CRISTI LERMA
12 Secretary to the Commission

13 **CONSULTANT:**

14 REA & PARKER INCORPORATED

15
16 By: _____


17 RICHARD A. PARKER, Ph.D.
18 President

19 **APPROVED AS TO FORM:**

20 KATHERINE TURNER
21 COUNTY COUNSEL

22 By: _____


23 Eric Havens
24 Deputy County Counsel
25
26
27
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