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**MANAGEMENT COMMITTEE**

**City of Calipatria  
City Hall – Council Chambers  
125 North Park Avenue  
Calipatria, CA 92233**

**WEDNESDAY, JULY 13, 2016  
10:30 A.M.**

**CHAIR: JORGE GALVAN**

**VICE CHAIR: ROM MEDINA**

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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.

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**I. CALL TO ORDER AND ROLL CALL**

**II. EMERGENCY ITEMS**

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

**III. PUBLIC COMMENTS**

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

**IV. CONSENT CALENDAR**

- A. Approval of Management Committee Draft Minutes: June 8, 2016 Page 5  
B. Receive and File:  
1. ICTC Board Draft Minutes Meeting: June 22, 2016

**V. REPORTS**

- A. ICTC/LTA Executive Director  
• See attached Executive Director Report on page 9  
B. Southern California Association of Governments  
• See attached report on page 13  
C. California Department of Transportation – District 11  
• See attached report on page 15  
D. Committee Member Reports

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

**VI. ACTION CALENDAR**

- A. San Diego State University /Imperial Valley College Transit Shuttle Analysis Page 30

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

1. Approve the San Diego State University /Imperial Valley College Transit Shuttle Analysis

- B. Draft ICTC Overall Work Program (OWP) and Budget, FY 2016-2017 Page 45

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

1. Approve the Draft ICTC Overall Work Program (OWP) and Budget for FY 2016-2017

- C. STIP/RTIP Consultant Agreement, COH and Associates, FY 2016-17 & FY 2017-18 Page 72

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

1. Authorize the Chairman to sign the First Modification to the STIP/RTIP Consultant Agreement with the firm of *COH and Associates* for the not to exceed fee of \$60,000.00 effective July 1, 2016 through June 30, 2018.

- D. IMPERIAL VALLEY TRANSIT (IVT) – Fixed Route Transit Services Operating Agreement, Fiscal Year 2017-2019, Modification #7 Page 99

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

1. Authorize the Chairperson to sign the modification #7 to the operating agreement with First Transit Inc. for the continued operation of Imperial Valley Transit, effective July 1, 2016 with an annual not to exceed operating subsidy, with an annual not to exceed up to 5% marketing allowance, with an annual fuel escalator clause:

- a. For the period July 1, 2016 through June 30, 2017, the annual not to exceed subsidy is set at \$2,599,451.
- b. For the period July 1, 2017 through June 30, 2018, the annual not to exceed subsidy is set at \$2,689,438.
- c. For the period July 1, 2018 through June 30, 2019, the annual not to exceed subsidy is set at \$2,689,438.

- E. IVT ACCESS – ADA Paratransit Service Operating Agreement, Fiscal Year 2017-2019, Modification #3 Page 110

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

1. Authorize the Chairman to sign a modification #3 to the operating agreement with FIRST TRANSIT, INC. for the continued operation of IVT ACCESS contract effective July 1, 2016 with an annual not to exceed annual operating subsidy, with an annual not to exceed up to 5% marketing allowance, with an annual fuel escalator clause:

- a. For the period July 1, 2016 through June 30, 2017, the annual not to exceed subsidy is set at \$1,437,068.

- b. For the period July 1, 2017 through June 30, 2018 the annual not to exceed subsidy is set at \$1,476,122.
- c. For the period July 1, 2018 through June 30, 2019, the annual not to exceed subsidy is set at \$1,513,909.

F. FY 2016-17 Revised Memorandum of Understanding (MOU); ICTC - Quechan Indian Tribe - Yuma County Intergovernmental Public Transit Authority (YCIPTA) for Turquoise Route #10 and Blue Route #5 Page 127

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

- 1. Authorize the Chairperson to sign the Memorandum of Understanding (MOU) between the Yuma County Intergovernmental Public Transportation Authority (YCIPTA), The Imperial County Transportation Commission (ICTC) and the Quechan Indian Tribe for the continued implementation and operation of a regional connector bus service (YCAT Turquoise #10) between Yuma AZ, Winterhaven and El Centro, California; and, a circulator route from Yuma with stops in the eastern Imperial County area (YCAT Blue #5) effective July 1, 2016 through June 30, 2017 and provide a not to exceed subsidy to the Quechan Tribe and YCIPTA in an amount of \$138,710.32.

G. LTA Administrative Services Budget, FY 2016-17 Page 150

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

- 1. Approve the FY 2016-17 Administrative Services Budget for the Local Transportation Authority

**VII. NEXT MEETING DATE AND PLACE**

- A. The next meeting of the Management Committee is currently scheduled for **Wednesday, September 14, 2016 at 10:30 a.m.**, at the **City of El Centro, El Centro, CA.**

**VIII. ADJOURNMENT**

- A. Motion to Adjourn

## **IV. CONSENT CALENDAR**

### **A. APPROVAL OF MANAGEMENT COMMITTEE**

**DRAFT MINUTES:**

**June 8, 2016**

### **B. RECEIVE AND FILE:**

#### **1. ICTC BOARD DRAFT MINUTES:**

**June 22, 2016**

**IMPERIAL COUNTY TRANSPORTATION COMMISSION  
MANAGEMENT COMMITTEE**

**DRAFT MINUTES OF JUNE 8, 2016**

**10:30 a.m.**

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**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 Holtville	Nick Wells
County of Imperial	Armando Villa
County of Imperial	Bill Brunet

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

**OTHERS PRESENT:** Liz Zarate: City of El Centro, David Salgado: SCAG, Jacob Armstrong, Sam Amen: Caltrans

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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, June 8, 2016 together with staff reports and related documents attached thereto and incorporated therein by reference.

**I. CALL TO ORDER AND ROLL CALL**

Vice-Chair Medina called the Committee meeting to order at 10:42 a.m. Roll call was taken. Introductions were made.

**II. EMERGENCY ITEMS**

A. There were none.

**III. PUBLIC COMMENTS**

There were none.

**IV. CONSENT ITEMS**

A motion was made by Bayon Moore seconded by Fenley to approve consent items 4A-4B. **Motion carried** unanimously.

- A. Approved ICTC Management Committee Minutes for May 11, 2016
- B. Received and filed:
  - 1. ICTC Board Draft Minutes for May 25, 2016

**V. REPORT**

- A. ICTC Executive Director  
ICTC staff had the following announcements:
  - The IVT Ride El Centro Service Area operations are scheduled to begin on July 1, 2016. Public Outreach workshops were held in May on the 25<sup>th</sup> and the 27<sup>th</sup>. Additional Public Outreach workshops in June are scheduled for:
    - o Wednesday, June 15, 9:00 a.m. to 12:00 p.m. at Day Out - El Centro
    - o Thursday, June 16, 9:00 a.m. to 12:00 p.m. at Desert Villas Apts. 1755 W. Main St., Nutrition Site in El Centro

- Wednesday, June 22, 9:30 a.m. to 12:00 p.m. at City of El Centro Council Chambers
- Friday, June 24, 9:30 a.m. to 12:00 p.m. at City of El Centro Council Chambers

Public Outreach Workshops in July are scheduled for:

- Thursday, July 7, 9:00 a.m. to 12:00 p.m. (location to be determined)
- Friday, June 8, 9:00 a.m. to 12:00 p.m. (location to be determined)
- The IVT MedTrans service operations are scheduled to begin on July 1, 2016. A new brand and logo has been developed and new vehicles are being delivered. ICTC staff have been in contact with existing passengers and various social service and medical care providers. Passengers are able to call and make reservations starting June 1, 2016 for July 1 service. The IVT MedTrans will replace the Med-Express.
- On April 15, 2016 ICTC launched a demonstration project of free public WiFi aboard all sixteen (16) of the 40ft Gilligs on IVT regular fixed, Express and Direct routes. Passengers now have access to view the IVT bus route and schedule information, as well as, have an opportunity to visit the internet while they “*Ride with Us*”.
- The following agencies are pending RFA approval for the FY 2015-2016 Congestion Mitigation Air Quality (CMAQ) and Regional Surface Transportation Program (RSTP): City of Brawley, City of Calipatria, City of El Centro, City of Holtville for Cedar Avenue project only, County of Imperial and City of Westmorland.
- A complete list of ICTC updates can be found on Page 9 of the agenda.

**B. Southern California Association of Governments (SCAG)**

Mr. Salgado had the following announcements

- The 27<sup>th</sup> Annual Demographic Workshop will take place on June 13, 2016 at USC. To register, go to the SCAG website.
- 2017 ATP Call for Applications are due June 15, 2016. SCAG staff is available to assist local agencies with questions.
- SCAG will be hosting a GIS training in August in Imperial County, covering advanced geoprocessing and editing techniques.
- A complete list of SCAG updates can be found on Page 17 of the agenda

**C. Caltrans Department of Transportation – District 11**

- A Caltrans report can be found on page 19 of the agenda for more information on project updates, etc. at:  
[http://www.imperialctc.org/media/module/content\\_item/ICTC\\_MC\\_Agenda\\_060816\\_draft\\_rev.pdf](http://www.imperialctc.org/media/module/content_item/ICTC_MC_Agenda_060816_draft_rev.pdf)

**D. Committee Member Reports**

- There were none.

**VI. ACTION CALENDAR**

**A. Continuing Resolution for the FY 2015-16 Overall Work Program (OWP) and Budget**

The Overall Work Program and Budget for FY 2016-17 is under development but not ready to submit for approval at this time. It is anticipated that the budget will be submitted for approval on July 27, 2016.

The continuing resolution was presented for the interim period of time in order to meet commitments with vendors, contractors and payroll for the interim period of time.

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

1. Authorize the Chairman to sign the continuing resolution in order to pay expenditures, including payroll of the ICTC prior to the adoption of the Overall Work Program and Budget for Fiscal Year 2016-17, at the levels set by the Overall Work Program and Budget for Fiscal Year 2015-16 (adopted on June 24, 2015).

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

B. Draft Investment Policy for the Local Transportation Authority

At the Management Committee meeting on May 11, 2016 staff presented the opportunity to invest the reserve funds for the LTA 2012 Bond Series with the firm Arbitrage Management Group. The Committee's recommendation was to consult with Bond Counsel to develop an investment policy before going any further. Staff met with Bond Counsel and has developed a Draft Investment Policy for your review and recommendations.

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

1. Review and Approve the Draft Investment Policy

A motion was made by [Bayon Moore](#) and seconded by [Fenley](#), **Motion Carried unanimously.**

## VII. INFORMATION/DISCUSSION

A. Presentation of the Draft Overall Work Program and Budget for FY 2016-17

Mr. Baza and Ms. Williams provided the Committee a detailed presentation of the proposed draft budget. This will be on the Action Calendar at the July 13, 2016 Management Committee meeting.

## IX. NEXT MEETING DATE AND PLACE

The next meeting of the **Management Committee** will be held on **July 12, 2016** at the **City of Calipatria**, Calipatria CA.

## X. ADJOURNMENT

- A. Meeting adjourned at 11:51 a.m.



- A. ICTC EXECUTIVE DIRECTOR REPORT
- B. SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS  
REPORT
- C. CALTRANS REPORTS





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## Memorandum

**Date:** July 7, 2016  
**To:** ICTC Management Committee  
**From:** Mark Baza, Executive Director  
**Re:** Executive Director's Report

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The following is a summary of the Executive Director's Report for the Management Committee Meeting on July 13, 2016.

- IVT RIDE Update:** The IVT Ride El Centro began services on July 1, 2016. Public Outreach workshops were held on July 7<sup>th</sup> and July 8<sup>th</sup>. To date, approximately 313 persons have registered for the new service.
- IVT MedTrans Update:** The IVT MedTrans began services on July 1, 2016. A new brand and logo was developed and new vehicles are in operation.
- Transit Vehicle Procurement Update:** ICTC has received twenty (20) new cutaway vehicles in June to be operated on the smaller IVT fixed route services, the new IVT MedTrans, and replacements for the IVT Access services. Currently the bus vehicle vendor is completing an order for six (6) more vehicles. Another five (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 build. The receipt of the vehicles should take place with project completion scheduled for August 2016. Delivery schedules for vehicles are not expected to affect any service operations or start-ups.
- IVT WiFi:** On April 15, 2016 ICTC launched a demonstration project of free public Wi-Fi aboard all sixteen (16) of the 40ft Gilligs on IVT regular fixed, Express and Direct routes. Passengers now have access to view the IVT bus route and schedule information at [www.ivttransit.com](http://www.ivttransit.com), as well as, have an opportunity to visit the internet while they "Ride with Us". To date there have been approximately 65,000 times that passengers have logged on to various websites monthly.
- Office Technician and Transportation Planner position update:** Recruitment for the two positions at ICTC closed on June 24, 2016. For the Office Technician, 31 applications were received. All candidates will undergo an advanced clerical exam in July. For the Transportation Planner, 27 applications were received. The applications were screened and interviews will be held in July to the top 10 candidates.
- California HERO Program:** The California Hero Program was launched in April 2014 in Imperial County with ICTC as the administering agency. Attached is a copy of the program activity report through June 30, 2016.
- The following are the FY 2015-2016 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.

The following agencies are pending RFA approval: City of Brawley, City of Calipatria, City of El Centro, City of Holtville for Cedar Avenue project only, County of Imperial and City of Westmorland.

Agency	Fund Type	Project Name	Total Project Cost (in thousands)	Status
Brawley	RSTP	S. Palm Ave. Rehab	\$734	RFA submitted May 23, 2016
Brawley	CMAQ	Sidewalk Rehab-Variou	\$300	Design in May (still in process) RFA for Construction in late-June
Calipatria	CMAQ	S. International Ave. Sidewalk	\$123	ROW in Feb., RFA 4/8/16, Design fully done
El Centro	RSTP	Ross Ave. Rehab	\$571	RFA submitted in April
Holtville	RSTP	Walnut Ave.	\$562	E-76 rcvd 1/28/16
Holtville	CMAQ	Cedar Ave. Sidewalk	\$136	In Design- pending
Imperial County	CMAQ	Various Roads	\$1,102	In Design, environmental issues to get ROW approved. RFA will be submitted in Sept. 2016
Westmorland	RSTP	N. Center St. Pavement Rehab	\$372	PE RFA submitted 2/25/16, E76 rcvd, RFA for Const. submitted on June 3, 2016

8. **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.

As part of the POE Expansion project, traffic will be rerouted from the existing roadways to SR-98 and Cesar Chavez Boulevard which are not designed to handle the high volumes of traffic associated with the border travel. As result, ICTC submitted a 2016 TIGER grant in the amount of \$12,046,400 to improve SR-98 and Cesar Chavez Boulevard. Improvements will include widening, signalization, channelization, lighting, pedestrian/bicycle and ADA improvements. The TIGER grant application was submitted on April 29, 2016.

9. **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. A meeting is tentatively scheduled for July 20<sup>th</sup> with all stakeholders and the County of Imperial.
10. **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 a 2016 TIGER program on April 29, 2016.
11. **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.

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 conducted “pop-up” outreach events to gather public and transit users input at the following locations: Tuesday, May 31<sup>st</sup> at the Brawley Transit Terminal, Wednesday, June 1<sup>st</sup> at IVC Main Transit Station, and on Thursday, June 2<sup>nd</sup> at the El Centro Regional Transit Terminal. All outreach events were held from 6:30am to 6:30pm to maximize public input. A total of 249 responses were gathered from the 3 day outreach event. Virginia Mendoza, Project Manager

12. **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 3<sup>rd</sup> 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 19<sup>th</sup>, the consultant team conducted the 2<sup>nd</sup> round of outreach at SDSU-Calexico, IVC and SDSU-Brawley campuses to obtain input from the student body regarding the proposed route alternatives. The project was presented to the IVC Board of Trustees on June 15, 2016. The IVC Board of Trustees expressed support for the project and looked forward to possible funding for phased implementation. The consultant team is working on the draft final report scheduled for approval during the month of July. Virginia Mendoza, Project Manager
13. **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.
14. **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 consultant team is completing the development of the survey instrument that will be used in all 6 POEs. Start survey sampling will begin surveying in mid to late June.
15. **Meetings attended on behalf of ICTC:**
  - June 9-10, 2016 – SCAG President Martinez Executive Advisory Committee Retreat in Santa Ana
  - June 16, 2016 – CALCOG Board Meeting in Sacramento
  - June 17, 2016 – Mobility 21 Board Meeting and CTC/SCAG CEO’s Meeting in Los Angeles
  - June 23, 2016 – Caltrans / Imperial County External Teambuilding Meeting in Imperial
  - June 24, 2016 – SANDAG Borders Committee in San Diego
  - July 7, 2016 – SCAG Regional Council in Los Angeles



California HERO Activity Report  
**Imperial County Transportation Commission**  
 Launch Date through June 30, 2016

**Program Activity through June 30, 2016**

Member	Launch Date	Eligible Housing Units *	Total Applications Received	Applications Approved	Approved Amount	Funded Projects	Funded Amount	Jobs Created***	Type of Projects			Solar kW Installed	Annual kWh Saved	Annual CO2 Reduced (Tons)
									Energy	Water	Renewable			
Brawley	5/23/2014	5,588	161	103	\$2,567,561	49	\$707,664	6	52	0	23	56	476,755	127
Calexico	3/24/2015	7,373	297	174	\$5,367,026	73	\$822,431	7	68	0	26	61	854,679	217
Calipatria	3/24/2015	757	8	3	\$75,652	2	\$26,369	0	1	0	2	5	19,532	5
El Centro	5/23/2014	9,250	258	166	\$4,596,933	67	\$934,163	8	63	2	26	80	718,763	187
Holtville	3/24/2015	1,248	34	24	\$608,970	13	\$157,138	1	11	0	8	14	124,526	33
Imperial	6/10/2015	4,618	117	89	\$2,781,617	39	\$593,743	5	32	5	19	68	440,008	117
Westmoreland		596												
Imperial County Unincorporated	11/14/2014	9,504	122	71	\$2,060,220	27	\$404,029	4	30	1	8	22	291,337	75
<b>Total</b>		<b>38,934</b>	<b>997</b>	<b>630</b>	<b>\$ 18,057,980</b>	<b>270</b>	<b>\$ 3,645,536</b>	<b>31</b>	<b>257</b>	<b>8</b>	<b>112</b>	<b>306</b>	<b>2,925,601</b>	<b>761</b>

\*\* Participation rate based off of funded projects

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



# SOUTHERN CALIFORNIA ASSOCIATION of GOVERNMENTS

1405 N IMPERIAL AVE SUITE 1  
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## Memorandum

**Date:** July 8, 2016  
**To:** ICTC Management Committee  
**From:** David Salgado, Regional Affairs Officer  
**Re:** **Southern California Association of Government's Report**

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The following is a summary of the SCAG Executive Director's Report and/or Federal and State Legislature Staff Report for the Imperial County Transportation Commission Management Committee Meeting on July 13, 2016.

1. **2016 RTP/SCS Final Approval:** On April 7, 2016, SCAG's Regional Council adopted the 2016 RTP/SCS, a long range visioning plan that balances future mobility and housing needs with economic, environmental and public health goals. The Plan charts a course for closely integrating land use and transportation – so that the region can grow smartly and sustainably. It outlines more than \$556.5 billion in transportation system investments through 2040. The Plan was prepared through a collaborative, continuous, and comprehensive process with input from local governments, county transportation commissions, tribal governments, non-profit organizations, businesses and local stakeholders within the counties of Imperial, Los Angeles, Orange, Riverside, San Bernardino and Ventura.

The 2016 RTP/SCS is available for download by chapter or as one file. Please note that some files are large and may take longer to download depending on individual connection speeds. We strongly recommend that you first download it onto your computer before opening the file. All files are in Adobe Acrobat PDF format. The executive summary is available upon request. For further information please contact David Salgado.

2. **2017 Active Transportation Program Call for Applications:** The 2017 Active Transportation Program (ATP) application deadline is June 15, 2016. The ATP will award approximately \$240 million to infrastructure, non-infrastructure and planning projects with funding available in fiscal years 2019/20 to 2020/21. As with previous cycles, applicants will have two opportunities to receive funding, either through the Statewide and Small Rural and Urban process (Projects

selected in December 2016) or the Regional Program (projects selected in March 2017). For more information on the program, including the program guidelines and scoring rubrics, visit <http://catc.ca.gov/programs/ATP.htm>. SCAG will also be having a supplemental call for projects to fund planning type ATP projects in order to bolster future ATP program participation and success. The supplemental call will take place in September and only agencies without current ATP awards will be considered. If you have any questions please contact SCAG's ATP Program Manager, Stephen Patchan, [patchan@scag.ca.gov](mailto:patchan@scag.ca.gov).

3. **SCAG Regional Council and Policy Committees:** SCAG will be dark for the month of August 2016. The next Regional Council and Policy Committee meetings will be held September 1<sup>st</sup>, 2016. For more details please contact David Salgado.
4. **2016 SCAG Scholarship Awardees:** Two local college bound graduates were selected by the SCAG Scholarship Committee to receive \$4,000 and a 2 week planning internship. The participants had to write a 500 word essay describing their interests in urban planning and public policy and 2 letters of recommendation. Imperial County was the only county with 2 awardees. SCAG received 42 application and forwarded 17 for review by the committee. The committee was chaired by Immediate Past President Cheryl Viegas-Walker.
5. **2016 California Housing Summit:** Please mark your calendars. The 2016 California Housing Summit will take place October 11, 2016 from 8:00am to 3:00pm at the L.A. Hotel, 333 S. Figueroa St., Los Angeles, CA. Informational flyers and e-mail reminders will be provided as they are made available. For any questions please contact David Salgado.



**Date:** July 8, 2016  
**To:** ICTC Management Committee  
**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) Management Committee meeting of July 13, 2016:

**1. Project Updates:**

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

**State Route 98 (SR-98) Widening Project in Calexico**

Funding in the amount of \$13 million for SR-98 widening (Phase 1B, Ollie Avenue to V.V. Williams Avenue) was approved by the California Transportation Commission on June 29, 2016.

Caltrans anticipates advertising the project in August with construction estimated to begin in early 2017. The project will widen SR-98 from two to four lanes from Dogwood Road to west of Ollie Avenue and from four to six lanes from Ollie Avenue to SR-111.

The work will be done in several phases and will help to increase capacity and relieve congestion on SR-98. Please see Project Fact Sheet at the end of the report for additional details.

**2. Maintenance:**

In early June, Maintenance crews resurfaced the pavement at the Sand Hills Rest Area located on I-8. The rest area was closed for a day while this work was completed.





In late June, Maintenance was advised of a hole on SR-78 which required emergency one-way traffic control until a temporary repair could be completed. The permanent repair will be scheduled as soon as possible.



### 3. Construction:

#### Interstate 8 (I-8) Continuously Reinforced Concrete Pavement Project

The first three segments of the *Interstate 8 Continuously Reinforced Concrete Pavement Project* recently began construction. To assist with communications, KPBS-FM and KQVO-FM radio are providing informational ads in Imperial County and in Mexicali three times a day, which began in March. Another round of radio spots will begin in July and run through mid-August. Project Fact Sheets are included in this report.

- 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. It was awarded to Coffman Specialties, Inc. on November 18, 2015. Construction began the first week of February. Construction is expected to be completed early 2018. Segment 1 and Segment 2 crews are working together to complete eastbound paving before the hottest part of summer.
- Segment 2, which is located 26 miles east of El Centro from 0.8 mile west of 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 in early March 2016 and is scheduled to be complete in early 2019. Summer work includes removing old pavement, removing and widening inside shoulders on westbound I-8, west of SR-186 and installing crossovers at various locations.
- Segment 3, near Winterhaven from 0.7 mile west of the SR-186/I-8 separation to 0.3 mile east of Fourth Avenue overcrossing, was awarded to Security Paving Company, Inc., on December 22, 2015. Construction began mid-March 2016 and is scheduled to be completed in early 2018.

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

#### Evan Hewes Highway Pavement Rehabilitation

As a detour for Segment 2 of the I-8 CRCP project, Caltrans will repave roadway, install signage and delineation, as well as other work on Evan Hewes Highway from 0.8 miles west of SR-98/I-8 separation to 0.9 miles west of Gordons Well. Environmental clearance has been obtained. Construction began on July 1, 2016; upon completion of Segment 2 of the I-8 project, the County of Imperial will resume ownership, control, operation, and maintenance of Evan Hewes Highway. Caltrans will not seek reimbursement for the cost of improving this section of Evan Hewes Highway. The anticipated use is 18 months and the detour will not add cost to the I-8 project.

## **Construction (continued):**

### I-8/Dogwood Interchange

Construction on the I-8/Dogwood Interchange is nearing completion. The project widens the ramps from one to two lanes and replaces the bridge overcrossing, which will also be widened from two to six lanes including two turning lanes. Construction started in 2014 and is expected to be completed in October 2016. The bridge lanes are expected to open the first week of September and will be celebrated shortly thereafter with a ribbon cutting ceremony. Please see Project Fact Sheet included in this report for additional details.

### Caltrans El Centro Maintenance Station

Phase 1 construction on the Caltrans El Centro Maintenance Station is expected to be completed as early as September 2016. Caltrans will plan a ribbon cutting ceremony to celebrate the opening of the new Maintenance Station.

Phase 2 of the El Centro Maintenance Station is scheduled to be complete in spring 2017.

## **4. Traffic Operations:**

Concern has been raised by the Calexico Unified School District in regards to speeding vehicles on SR-98 and C. N. Perry Avenue. This intersection is nearby the Rockwood Elementary School and the Calexico High School and generates significant pedestrian traffic.

Caltrans will install flashing beacons on the school speed limit signs ahead of the crosswalk, as well as refreshing the school crossing pavement markings and crosswalk delineations.

Procurement of the flashing beacons is being researched.

## **5. Planning Studies:**

Caltrans recently released the award notification for applications submitted for the Fiscal Year (FY) 2016-2017, Discretionary Sustainable Communities Grant Program. The Sustainable Transportation Planning Grant Program was created to support Caltrans current Mission: *Provide a safe, sustainable, integrated and efficient transportation system to enhance California's economy and livability.*

The Grant Program Objectives are to insure consideration of these major efforts in transportation planning, including: *Sustainability, Preservation, Mobility, Safety, Innovation, Economy, Health and Equity.*

<http://www.dot.ca.gov/hq/tpp/grants.html>

The County of Imperial was one of two successful applications from the District 11 region to be awarded. There were a total of nine applications submitted from San Diego and Imperial Counties. The County of Imperial's Active Transportation Plan will address issues such as safety and security, liability, environmental concerns, convenience, accessibility, usage,

## **Planning Studies (continued):**

connections and linkages for bicycle users, as well as pedestrians and safe routes to school planning efforts. It will identify and prioritize active transportation projects and identify potential funding opportunities. Funding was allocated in the amount of \$177,060 for this study.

## **6. Local Assistance:**

### Local Assistance Procedures Manual (LAPM) Exhibits 9-B and 9-C

According to LAPM Chapter 9 sections 9.3 and 9.6, Local Agencies are required to submit a completed “Local Agency DBE Annual Submittal Form” (Exhibit 9-B) and “Local Agency ADA Annual Certification Form” (Exhibit 9-C) by **June 30, 2016** for the following Federal Fiscal Year (October 1, 2016 to September 30, 2017). Failure to submit the completed forms will result in a delay to the processing of an agency’s ‘Request for Authorization’.

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

### Highway Safety Improvement Program (HSIP) Cycle 8

On May 9, 2016, Caltrans Division of Local Assistance announced HSIP Cycle 8 Call for Projects. The deadline to submit applications is on **August 12, 2016**. The funds available for this cycle is approximately \$150 million. Updated HSIP program guidelines, application forms, and other related information are available on our HSIP & SSARP Call for Projects webpage.

[http://www.dot.ca.gov/hq/LocalPrograms/HSIP/apply\\_now.htm](http://www.dot.ca.gov/hq/LocalPrograms/HSIP/apply_now.htm)

### Highway Bridge Program (HBP)

Effective **October 1, 2016**, Caltrans is making changes to the Local Highway Bridge Program. Projects currently programmed and applications received prior to October 1, 2016 will continue to follow the existing HBP Guidelines. After October 1, 2016, the following categories of bridge projects will no longer be eligible for HBP funding:

- Bridges that are not in the National Bridge Inventory (NBI) and low-water crossing projects.
- Bridges that are Functionally Obsolete (FO) due to bridge deck geometrics.
- Bridges that were NOT designed and constructed to acceptable standards.
- Bridge Preventative Maintenance Program (BPMP) projects under \$100,000.

### Inactive Projects

A complete list of inactive projects can be found at the link provided below.

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

### Division of Local Assistance Listserver Subscription

Sign up to Division of Local Assistance Listserver to receive significant updates to changes or additions to Local Assistance web pages, including changes to the LAPM and Local Assistance Program Guidelines (LAPG) as well as the issuance of Office Bulletins and Local Programs Procedures or Call for Projects.

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

**Local Assistance (continued):**

**Division of Local Assistance Blog (LAB)**

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/>

Safe Harbor Rate Test and Evaluation period has been extended to December 31, 2016. For more information, please refer to the Local Assistance Website or Blog.

**7. Communications:**

Two 2016 editions of “The Mile Marker”, a transparent, plain-language accounting of Caltrans performance, are now available.

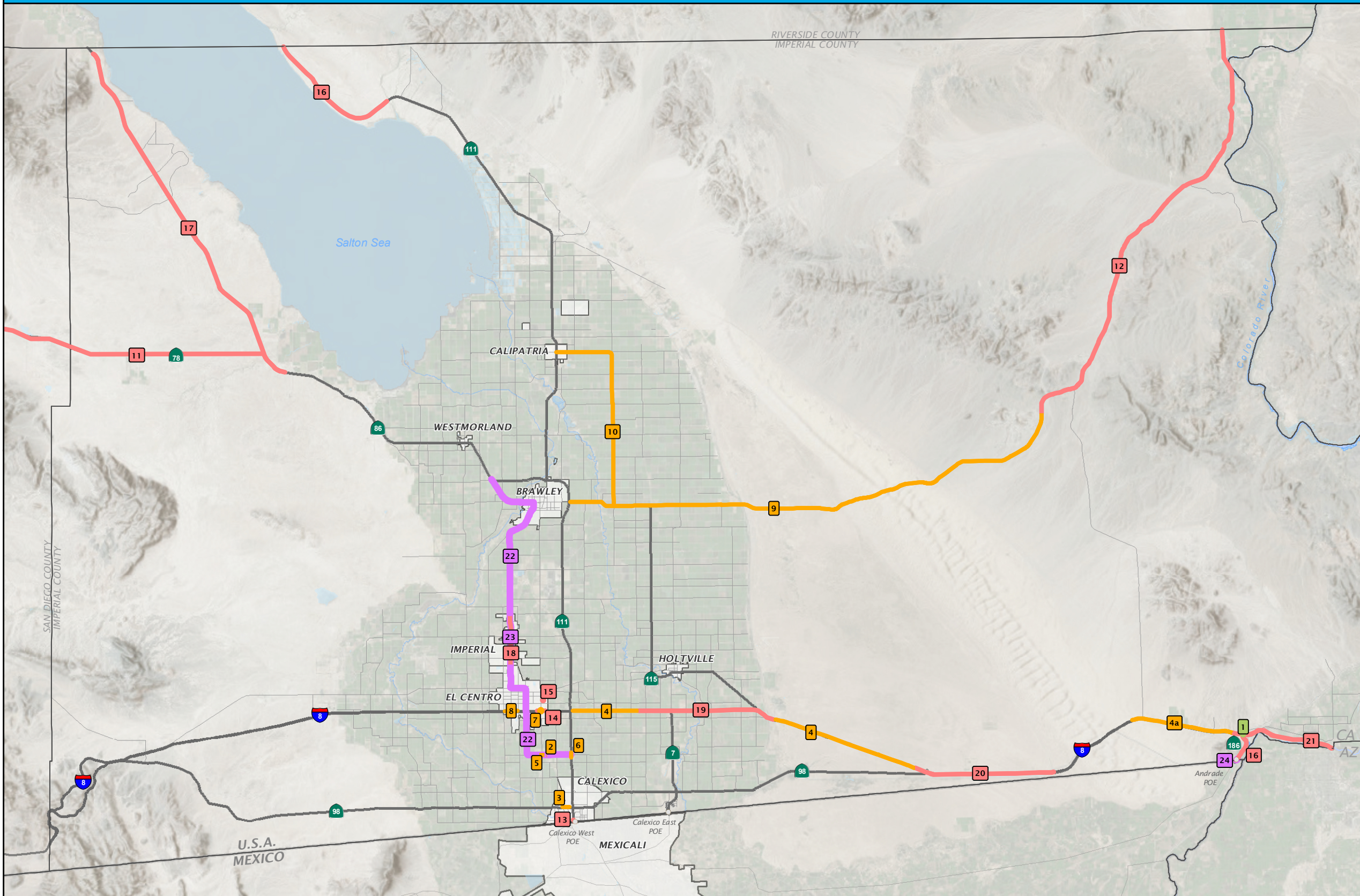
The March edition of the Caltrans publication “The Mile Marker” is available at the following weblink:

[http://www.dot.ca.gov/MileMarker/2016-1/2016MileMarker\\_v3Iss1.pdf](http://www.dot.ca.gov/MileMarker/2016-1/2016MileMarker_v3Iss1.pdf)

Also, the June edition of “The Mile Marker” is now available.

[http://www.dot.ca.gov/milemarker/docs/2016/MileMarker\\_v3Iss1\\_060716\\_mobile.pdf](http://www.dot.ca.gov/milemarker/docs/2016/MileMarker_v3Iss1_060716_mobile.pdf)

# 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 Fall 2016
3. SR-98 West Widening Phase 1B  
Eady Ave to Ollie Ave  
Design Completed 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 Fall 2016
6. SR-86/SR-111 Intersection Improvements\*  
Design Complete Fall 2016
7. Dogwood Road Landscape  
Design Completed Spring 2016
8. I-8/Imperial Ave Interchange Improvements  
Design Complete Spring 2019
9. SR-78 Pavement Rehabilitation  
Design Complete Fall 2016
10. SR-115 Pavement Rehabilitation  
Design Complete Fall 2016

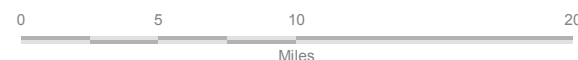
## CONSTRUCTION

11. SR-78 West of SR-86 Pavement Rehabilitation  
Construction Complete Fall 2016
12. SR-78 Pavement Rehabilitation  
Construction Complete Summer 2017
13. SR-111 Calexico West -  
GSA POE Reconfiguration\*  
Construction Complete Spring 2018
14. I-8/Dogwood Rd Interchange Improvements  
Construction Complete Fall 2016
15. El Centro Maintenance Station  
Phase I - Construction Completed Summer 2016  
Phase 2 - Construction Completed Spring 2017
16. SR-111/SR-186 Pavement Rehabilitation  
Construction Complete Summer 2017
17. SR-86 Pavement Rehabilitation  
Construction Complete Fall 2016
18. SR-86 Pavement Rehabilitation  
Construction Complete Fall 2016
19. I-8 Pavement Rehabilitation  
Construction Complete Spring 2018
20. I-8 Pavement Rehabilitation  
Construction Complete Spring 2019
21. I-8 Pavement Rehabilitation  
Construction Complete Spring 2018

## RELINQUISHMENT

22. SR-86 Relinquishment From SR-78 to SR-111  
Senate Bill 788 Approved Fall 2013
23. SR-86 Relinquishment for City of Imperial  
Coop Approved Fall 2016
24. SR-186 Relinquishment 500 Feet  
from Border to GSA\*  
Relinquishment Complete Fall 2016

- █ Environmental
- █ Design
- █ Construction
- █ Relinquishment



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Date: 06/21/2016

### Abbreviations:

GSA: General Services Administration

POE: Port of Entry

PSR: Project Study Report

SP&R: State Planning and Research

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

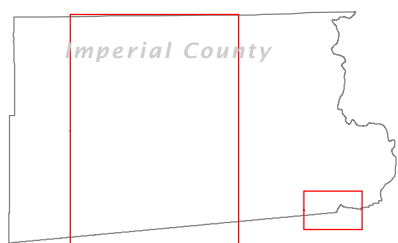
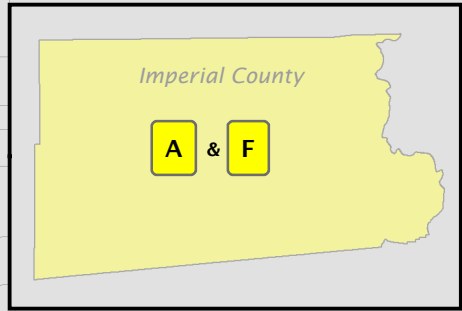
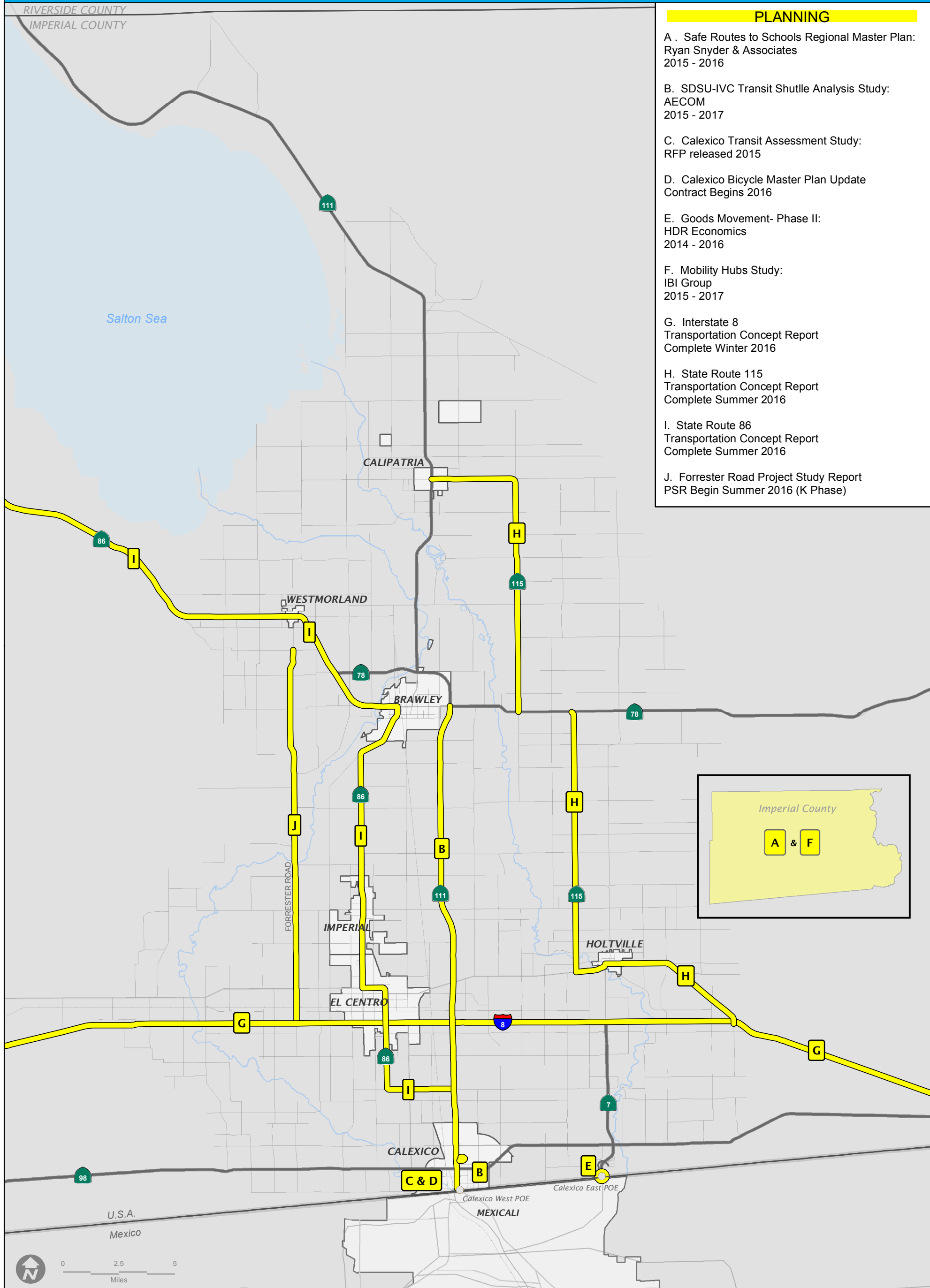


# IMPERIAL COUNTY STATUS OF TRANSPORTATION STUDIES AND REPORTS

RIVERSIDE COUNTY  
IMPERIAL COUNTY

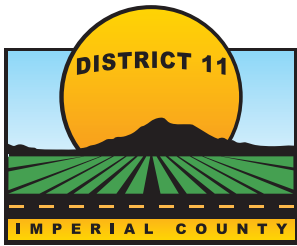
## PLANNING

- 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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Date: 03/29/2016



# State Route 98 Widening Dogwood Road to Rockwood Ave

## FACT SHEET

### GOALS

Improve motorist and pedestrian safety;

Increase capacity and relieve congestion on State Route 98 in the city of Calexico and

Facilitate international and interregional movement of people, goods, and services.

### CONTACT

Project Manager  
Sam Amen  
(619) 718-7835  
Sam.Amen@dot.ca.gov

Caltrans  
4050 Taylor Street  
San Diego, CA 92110  
Ph: (619) 688-6670  
www.dot.ca.gov/d11



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### EXPANDING THE HIGHWAY

Caltrans proposes to widen State Route 98 (SR-98) from two to four lanes from Dogwood Road to west of Ollie Avenue, and from four to six lanes from Ollie Avenue to State Route 111. Project limits were extended to the west as required from Traffic studies that took into account planned growth in the area. Construction will include widening and signaling a half-dozen intersections.

### SECURING DOLLARS

The estimated total cost of the project is \$75.9 million broken down in the following phases (see map on the back of page):

Phase 1A	\$31 million
Phase 1B	\$12.9 million
Phase 1C1	\$4 million
Phase 1C2	\$9 million
Phase 2	\$19 million

Phase 1C1 and 1B are fully funded from federal, state and local sources.

Funding is needed for the remaining phases.

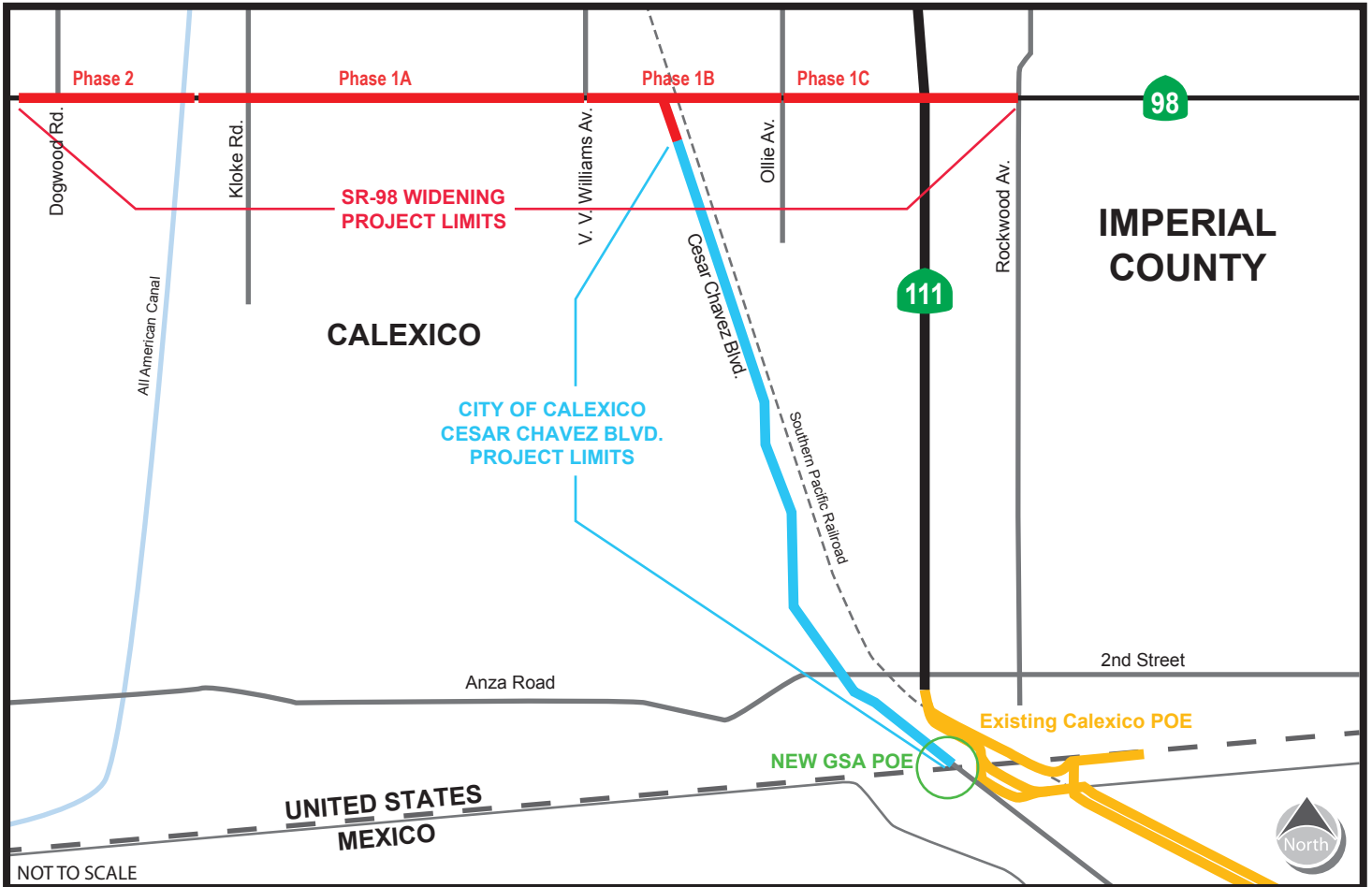
### WHAT'S AHEAD?

Phases 1B and 1C1 are in the Design phase. Phase 1B is scheduled to begin construction late 2016. Construction on the other phases will be scheduled when funding is available.









**STATE ROUTE 98 WIDENING  
(Dogwood Road to Rockwood Avenue)**



10/2015

**LEGEND**

	SR-98 WIDENING PROJECT
	CITY OF CALEXICO CESAR CHAVEZ BLVD. PROJECT
	NEW GSA POE (UNDER CONSTRUCTION - OPEN SPRING 2018)
	EXISTING CALEXICO POE



# Interstate 8 Update Imperial County

## FACT SHEET

### CRCP

Continuously Reinforced Concrete Pavement (CRCP) is constructed with steel reinforcing bars placed within the concrete along the entire length of the pavement. CRCP naturally forms tight transverse cracks to evenly transfer loads.

The result is a continuous, smooth-riding surface capable of withstanding the heaviest traffic loads and the most adverse environmental conditions.

### CONTACT

Project Manager  
Ismael Salazar  
(619) 688-6766  
Ismael.Salazar@dot.ca.gov

Caltrans  
4050 Taylor Street  
San Diego, CA 92110  
Ph: (619) 688-6670  
www.dot.ca.gov/d11



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### BETTER PAVEMENT, SMOOTH RIDE

Caltrans will break ground early 2016 on a project to extend the life expectancy of the pavement and to provide motorists with a smoother ride along Interstate 8 in Imperial County, from State Route 111 to the border with Arizona. Without this project, the pavement would soon deteriorate.

The project will construct Continuously Reinforced Concrete Pavement (CRCP), providing a superior roadway while at the same time improving safety for highway workers exposed to traffic by reducing maintenance time and costs.

The highway's asphalt shoulders will be replaced with CRCP reducing environmental impacts and increasing durability.

The five construction segments (see map on back) are a combined 48 miles at a cost of \$417.7 million. The first three segments begin construction in early 2016 and are expected to be completed in 2018. The remaining two segments will start in early 2017 and finish in 2019. There will be some impacts to motorists during this time.

Funding for this project is provided by the State Highway Operation and Protection Program.

A portion of the highway in the eastern county is not part of this project because it will not require improvement for several years.

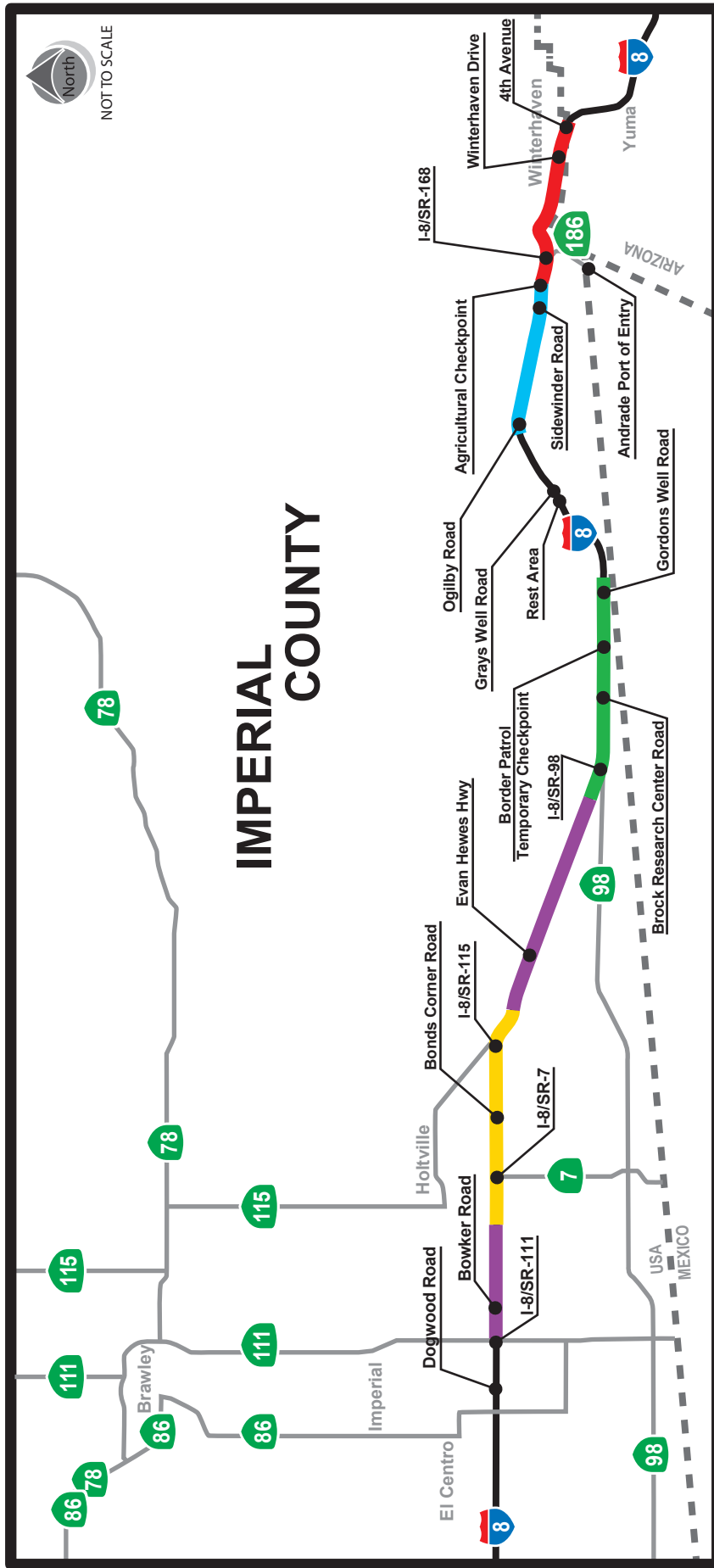
### CONSTRUCTION SCHEDULE

Begin construction early 2016

- Segment One: 9.5 miles at \$78.5 million,
- Segment Two: 9.5 miles at \$79.7 million and
- Segment Three: 6.8 miles at \$59.7 million.

Begin construction early 2017

- Segment Four: 15.1 miles at \$130.8 million and
- Segment Five: 6.9 miles at \$69 million.



**SEGMENT LOCATIONS**

- Segment One
- Segment Two
- Segment Three
- Segment Four
- Segment Five



# Interstate 8 Dogwood Road Interchange FACT SHEET

## GOALS

- Improve motorist safety;
- Reduce congestion on I-8 and Dogwood Road and
- Increase interchange capacity and provide easier access to local streets.

## CONTACT

Project Manager  
Sam Amen  
(619) 718-7835  
Sam.Amen@dot.ca.gov

Caltrans  
4050 Taylor Street  
San Diego, CA 92110  
Ph: (619) 688-6670  
www.dot.ca.gov/d11



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### EXPANDING THE HIGHWAY

Construction will widen the ramps from one to two lanes and replace the bridge overcrossing, widening it from two to six lanes, including two turning lanes. This will help reduce congestion at freeway on- and off-ramps and on Dogwood Road.

### MEETING TRAFFIC DEMANDS

The Interstate 8 (I-8) Dogwood Road area has experienced unprecedented rapid commercial and residential development, making this part of Imperial County the commercial hub of the region.

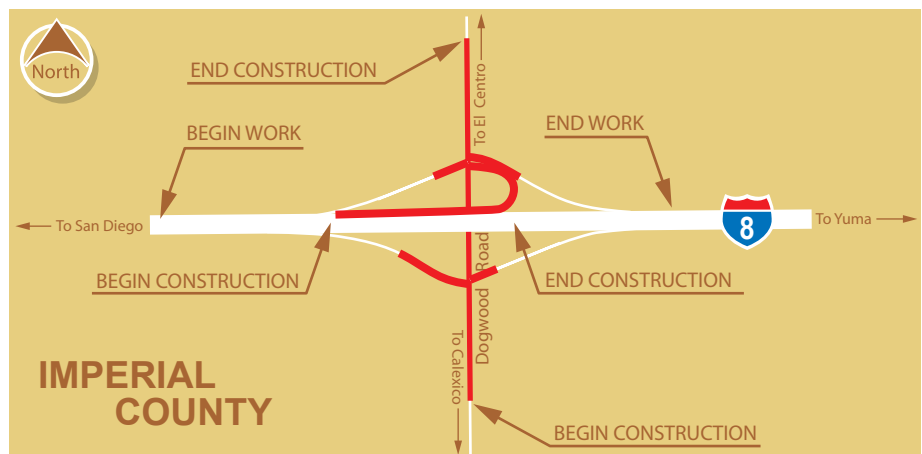
During busy commercial seasons, vehicle back-ups are experienced on the I-8 ramps and main lanes. Traffic studies have determined that widening the ramps, signaling and widening the bridge will reduce congestion on I-8 and Dogwood Road.

### SECURING DOLLARS

The estimated total cost of the project is \$28.1 million. Funding is provided by the Regional State Transportation Improvement Program (\$21.8 million), developer contributions from the city of El Centro (\$4.5 million) and federal funding (\$1.7 million).

### WHAT'S AHEAD?

Construction began in October 2014 and will be completed at the end of 2016. A separate landscaping project will follow.



# **VI. ACTION CALENDAR**

## **VI. ACTION CALENDAR**

### **A. SDSU / IVC TRANSIT SHUTTLE ANALYSIS**



IMPERIAL COUNTY  
TRANSPORTATION COMMISSION

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

July 8, 2016

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

SUBJECT: San Diego State University / Imperial Valley College Transit Shuttle Analysis

Dear Committee Members:

The San Diego State University / Imperial Valley College Transit Shuttle Analysis completed by the AECOM consultant team assessed the feasibility of an inter-college campus shuttle service in Imperial County. A technical advisory committee team comprised of staff from SDSU - Imperial Valley Campuses, Imperial Valley College, SCAG, ICTC and Caltrans provided guidance in the development of the project deliverables. A critical element of the project deliverables included multiple outreach efforts at the campuses of SDSU-Calexico, IVC and SDSU - Brawley.

The study developed a phased approach for implementation and future consideration. The consultant team completed the 2<sup>nd</sup> round of outreach at SDSU - Calexico, IVC and SDSU - Brawley campuses to obtain input from the student body regarding these proposed route alternatives.

The study alternatives were presented to the IVC Board of Trustees on June 15, 2016. The IVC Board of Trustees expressed support for the project and future implementation of the first phase when funds are available. The AECOM consultant team will present the final study to the Commission on July 27, 2016.

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

1. Approve the San Diego State University / Imperial Valley College Transit Shuttle Analysis

Sincerely,

A handwritten signature in blue ink that reads "Mark Baza".

MARK BAZA  
Executive Director

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



**PRESENTATION TO THE ICTC  
MANAGEMENT COMMITTEE and  
TAC Meeting #4**

**Recommended Plan**

**Imperial Valley College/  
San Diego State University  
Transit Shuttle Analysis**

July 2016

**AECOM**

**AECOM**

**Slide 2 – Summary of Contents**

**Review of:**

**Service Concepts**

- **Alignments & Frequencies**
- **Phasing**

**Operating Statistics**

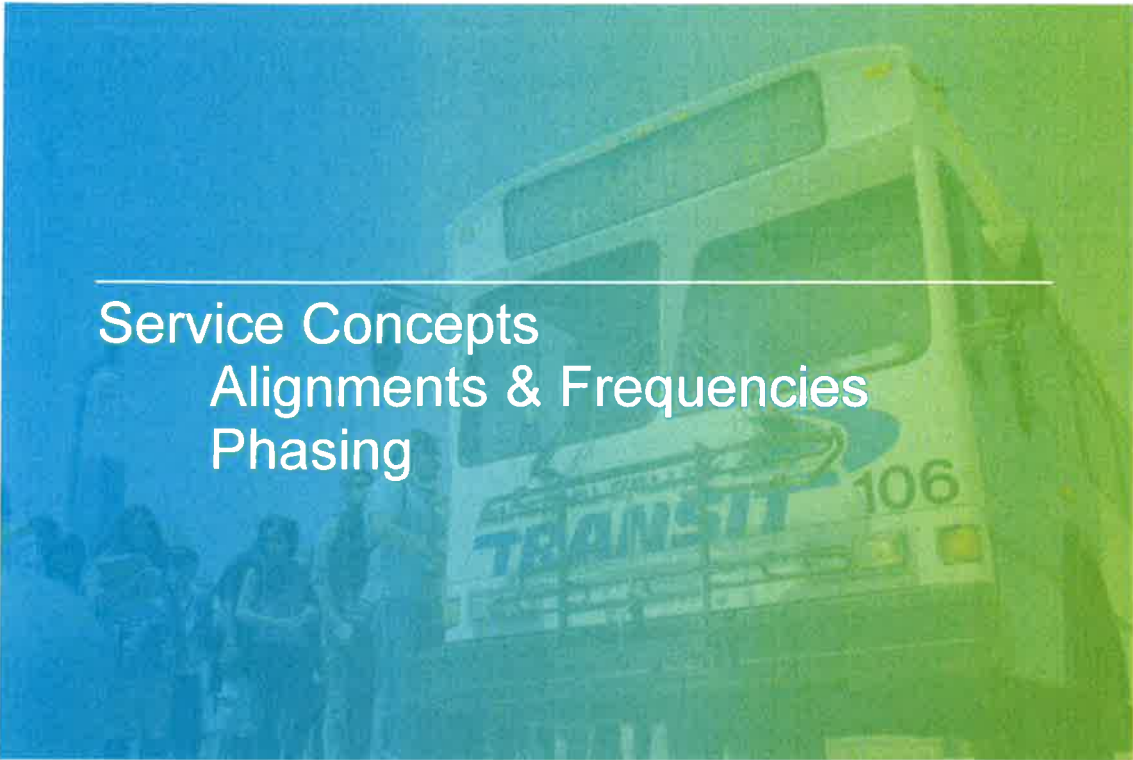
- **Approximate Cost Estimates**
- **Ridership/Revenue Estimates**

**Vehicles/Vehicle Technology**

- **Powerplants/Alternative Fuels**
- **Greenhouse Gas Emissions**

**Discussion**





# Service Concepts Alignments & Frequencies Phasing

**AECOM**

## **Slide 4 – Phase 1 (2017-2025)** **Implement IVC Transfer Concept**

- Two new “shuttle” routes that meet at the IVC campus
- **SDSU Brawley-IVC Route** requires approximately 60 minutes cycle time
  - Uses 1 bus to provide a 60 minute frequency
  - Service operates from approximately 12:00PM to 10:30PM when school is in session
- **SDSU Calexico-IVC Route** requires approximately 60 minutes cycle time
  - Uses 1 bus to provide a 60 minute frequency
  - Service operates from approximately 6:00AM to 10:30PM when school is in session





## Slide 5 – Phase 2 (2020-2028)

### Implement IVC Transfer Concept + SDSU Express Shuttle

- **SDSU Brawley-IVC Route +**
- **SDSU Calexico-IVC Route +**
- **SDSU Calexico-SDSU Brawley Express Route**  
requires approximately 90 minutes cycle time
  - Would use 1 bus to provide a 90 minute frequency
  - Service operates from approximately 12:00PM to 10:30PM when school is in session



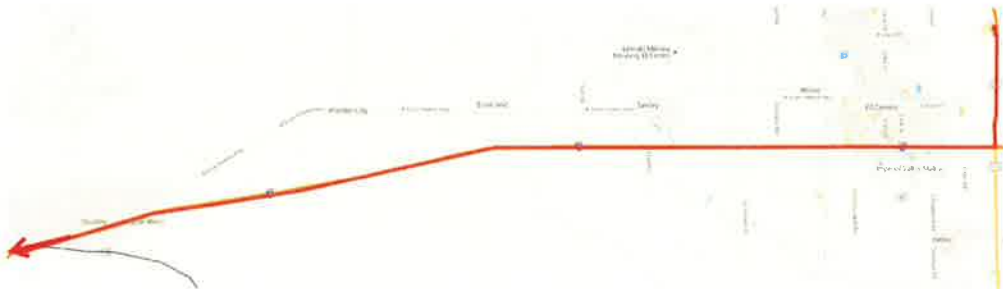
Imperial Valley College/San Diego State University Transit Shuttle Analysis

AECOM

## Slide 6 – Phase 3 – Longer Term

### Implement SDSU Main Campus Service

- **IVC-SDSU Main Campus Service**
  - Longer term option
  - Doesn't fit current funding structure



Imperial Valley College/San Diego State University Transit Shuttle Analysis

AECOM

## Slide 7 – ALTERNATIVE Phase 3 – Longer Term Implement SDSU Main Campus Service

### • SDSU Calexico-SDSU Main Campus Service

- Would use State Highway 98 to/from Interstate 8 to access SDSU Calexico campus instead of State Route 111 & Interstate 8 to access IVC campus
- Longer term option
- Doesn't fit current funding structure



Imperial Valley College/San Diego State University Transit Shuttle Analysis

AECOM

## Slide 8 – Phase 4 – Longer Term Implement NAU -Yuma Service

### • IVC-NAU Yuma Service

- Longer term option
- Doesn't fit current funding structure



Imperial Valley College/San Diego State University Transit Shuttle Analysis

AECOM

**Slide 9 – SDSU Brawley Stop Location**  
*Currently Unserved by IV Transit*



Imperial Valley College/San Diego State University Transit Shuttle Analysis

**AECOM**

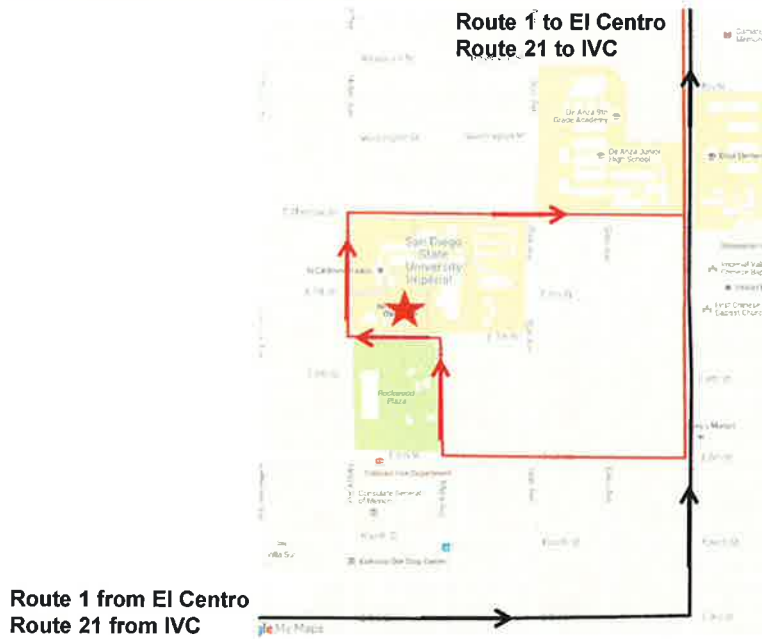
**Slide 10 – IVC Stop Location**  
*Currently Served by IV Transit Routes 2, 3, 4, 21 & 22*



Imperial Valley College/San Diego State University Transit Shuttle Analysis

**AECOM**

## Slide 11 – SDSU Calexico Stop Location Currently Served by IV Transit Routes 1 & 21



Imperial Valley College/San Diego State University Transit Shuttle Analysis

AECOM

Operating Statistics  
Approximate Cost Estimates  
Ridership/Revenue Estimates

AECOM

## **Slide 13 – Annual Operating Cost Estimates – Standard Transit Bus** *All Costs Estimates Are Approximate*

- **Phase 1**

- SDSU Brawley-IVC Route = \$248,100/year
- SDSU Calexico-IVC Route = \$389,900/year
- **TOTAL Phase 1 Cost = \$638,000/year**

- **Phase 2**

- SDSU Brawley-SDSU Calexico Express = \$248,100/year
- **TOTAL Phases 1 & 2 Cost = \$886,200/year**

## **Slide 14 – Annual Operating Cost Estimates** *Assumptions Utilized*

- **201 days per year (based on current IVC Express service)**
- **Based on revenue hours**
- **Uses approximate potential operating cost (all in current dollars):**
  - **\$117.57/hour** for potential standard transit bus cost operating cost

## Slide 15 – Capital Cost Estimates

### All Cost Estimates Are Approximate

- **Two new shelters = \$40,000**
  - Assumes approximately \$20,000/bus stop, with one at SDSU Brawley and one at SDSU Calexico
- **New standard transit buses = approximately \$3,000,000 in vehicle costs**
  - Assumes a unit cost of approximately \$750,000 per bus for an alternative fuel bus or electric bus
  - Assumes three vehicles needed for revenue service by Phase 4, with one spare (20% spare ratio)

## Slide 16 – Annual Ridership and Revenue Estimates

### All Estimates Are Approximate

- **Phase 1 Annual Ridership**
  - SDSU Brawley-IVC Route = 19,000/year
  - SDSU Calexico-IVC Route = 59,700/year (*approximately 30,000/year from existing IV Transit Route 21*)
  - **TOTAL Phase 1 Ridership = 78,700/year**
- **Phase 1 Annual Revenue**
  - SDSU Brawley-IVC Route = \$23,700/year
  - SDSU Calexico-IVC Route = \$74,600/year
  - **TOTAL Phase 1 Revenue = \$98,300/year**
- **Phase 1 Farebox Recovery = 15%**

## Slide 17 – Annual Ridership and Revenue Estimates

*All Estimates Are Approximate*

- **Phase 2 Annual Ridership**

- SDSU Brawley-IVC Route = 14,200/year
- SDSU Calexico-IVC Route = 44,800/year (*approximately 30,000/year from existing IV Transit Route 21*)
- SDSU Calexico-SDSU Brawley Express Route = 27,400/year
- **TOTAL Phase 2 Ridership = 86,400/year**

- **Phase 2 Annual Revenue**

- SDSU Brawley-IVC Route = \$17,800/year
- SDSU Calexico-IVC Route = \$56,000/year
- SDSU Calexico-SDSU Brawley Express Route = \$34,300/year
- **TOTAL Phase 2 Revenue = \$108,100/year**

- **Phase 2 Farebox Recovery = 12%**

## Slide 18 – Funding Considerations

- **All phasing assumptions are contingent on funding availability**
- **Current sources of state and federal funds are essentially prioritized and “spoken for”**
  - Implementation of additional circulator routes considered a priority
  - Diversion of existing funds for new intercampus shuttle services would mean service reductions elsewhere
  - Funding new service under current programs could require several years’ lead time

## Slide 19 – Potential Funding Programs

- **Federal Sources**

- Section 5307 Urbanized Formula for both capital and operating funds (operating funds require a 50% local match)
- Section 5339c Low or No Emission Vehicles Grant (capital funds require 20% local match)
- CMAQ for capital expenditures (capital funds require 20% local match)

- **State Sources**

- Transportation Development Act (TDA): IV Transit already uses allocation of Local Transportation Fund (LTF) and State Transit Assistance (STA)
- Low Carbon Transit Operation Program (LCTOP) from Cap-and-Trade

- **Local Sources**

- Existing – fares from the public
- Potential:
  - U-Pass for IVC and San Diego State University
  - Local Option Sales Tax Measure: requires ballot initiative

Imperial Valley College/San Diego State University Transit Shuttle Analysis

AECOM

## Slide 20 – Other Transit Recommendations

- For the new “***Imperial Valley University Transit Shuttle***” services:
  - Ridership eligibility
    - General public – must be available to the general public if it is an IV Transit service
  - Express stopping pattern assumed – “closed door” between campus stops
  - Fare/transfer policy should assume integration with existing IV Transit services to maximize convenience and ridership – no “fare advantage” to using new shuttle routes as opposed to existing services
  - Recommended plan assumes a “regularly-scheduled” service
    - Orientation to class times might increase required resources
- New service will be branded as the “***Imperial Valley University Transit Shuttle***”

Imperial Valley College/San Diego State University Transit Shuttle Analysis

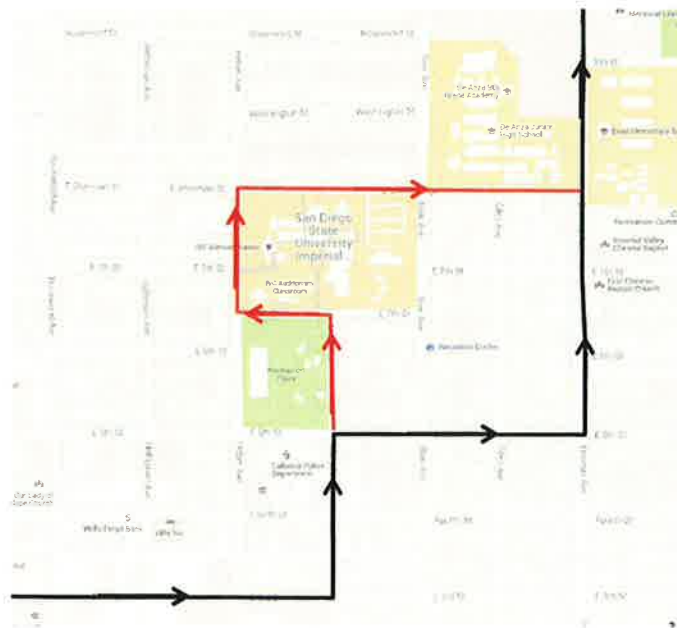
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**Slide 21 – Potential Alternative Modification of Existing Services**  
*Modification of Existing Resources Would Also Incur New Costs*

- Operate **Route 21 IVC Express** using new Calexico route alignment directly serving SDSU Calexico campus
  - Potential “sub-option” is to modify existing alignment to directly serve SDSU campus as well as the IV Transit Terminal in Calexico
- Operate **Route 22 IVC Express** via SDSU Brawley campus

**Slide 22 - Modified Route 21 IVC Express Alignment in Calexico**



# Vehicles/Vehicle Technology Powerplants/Alternative Fuels Greenhouse Gas Emissions

**AECOM**

## Slide 24 – Examples of Vehicle Types

- Recommended – Standard Transit Bus
  - 35 foot model recommended



- Body-on-chassis "cutaway" bus



- 15 passenger van



# Discussion



**AECOM**

# **VI. ACTION CALENDAR**

## VI. ACTION CALENDAR

### **B. DRAFT ICTC OWP AND BUDGET FOR FY 2016-17**



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

July 8, 2016

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

SUBJECT: Draft ICTC Overall Work Program (OWP) and Budget, FY 2016-2017

Dear Committee Members:

The previous fiscal year of FY 2015-2016 was another productive year for ICTC in partnership with our member agencies, and our U.S. regional, state and federal transportation partners, such as, the Southern California Association of Governments (SCAG), California Department of Transportation (Caltrans), San Diego Association of Governments (SANDAG), California Transportation Commission (CTC), Federal Highway Administration (FHWA), Federal Transit Administration (FTA), U.S. Customs and Border Protection, the U.S. General Services Administration (GSA); and our cross-border partners in the City of Mexicali and State of Baja California, Mexico. The following are highlights of our major accomplishments initiated or completed during FY 2015-2016:

- Completed the contract advertisement and award for IVT MedTrans and IVT Ride El Centro for transit services that began on July 1, 2016
- Launched a Wi-Fi demo service on all sixteen (16) 40 foot IVT buses and continued to add industry standard security cameras on all ICTC owned buses
- Continued to replace contractor owned vehicles, and, expanded the fleet with thirty – two (32) new buses and two (2) new transit operation service vehicles to our IVT branded fleet.
- Hired one new staff to serve as Mobility Coordinator for our senior citizen and Americans with Disabilities Act (ADA) transit programs and services – In the first four months staff has successfully assisted with the outreach and coordination with our transit operator, social service and medical service providers
- Achieved approval for the FY 2016-17 State Transportation Improvement Program (STIP) that includes \$38.7 million for the I-8 Imperial Avenue Interchange and ICTC's Regional Plans and Program funds
- Achieved approval for the FY 2016-17 Federal Transportation Improvement Program (FTIP) that includes \$470 million for a combination of local roadway and bridge projects, Interstate 8 and other state highway pavement improvement projects

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

- For FY 2015-16, managed and administered distribution of \$14.7 Million in Measure D (half-cent sales tax) revenues for member agency road projects, and regional transit and highway projects
- In partnership with Western Riverside Council of Governments (WRCOG) and Renovate America implemented the HERO/PACE energy savings program that has completed \$1.6 million in local residential projects and to date \$13 million in projects have been approved
- Completed the following transit and transportation studies of regional and national significance:
  - The Safe Routes to School Regional Master Plan
  - The SDSU-IVC Transit Shuttle Analysis and Feasibility Study
  - The Cross-Border and Goods Movement Analysis Study, Phase 2
- In partnership with the Imperial Valley Economic Development Corporation (IVEDC) hosted our second annual General Assembly and Economic Summit; and,
- Initiated the following studies in partnership with Caltrans, SCAG, SANDAG, member agencies and local partners:
  - Imperial/San Diego Mobility Hub Strategy
  - Fresh Look at Impacts of Border Delays for the California-Baja California Binational Region
    - The study area will include all six land ports of entry of Imperial and San Diego to determine Greenhouse Gas (GHG) emission and economic impacts of delay

The studies initiated are scheduled to be completed during the upcoming FY 2016-17.

As in the past, the OWP and Budget is divided into three sections: the Budget Summary, and the core programs of Regional Transportation Planning and Programming, and, Transit Planning and Program Management. Our Budget Summary contains all the program overviews and projections and is intended to provide a general understanding of ICTC's budgeted activities and programs for the coming fiscal year. The total ICTC Budget is estimated at \$15.6 million that will maintain our key services and programs; ICTC salaries and benefits; ICTC's administration and operation costs; the 100 transit operations staff (bus drivers, dispatchers, supervisors and operation managers) and related contract costs. The \$15.6 million budget amount does not include Measure D revenues, or state and federal funds allocated for state highways, local roads and bridges in Imperial Valley.

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

The budget includes funding for consultant and vendor services to continue to support the Commission's administrative functions, i.e., accounts payable, accounts receivable, payroll, various program and fiscal audits, and support services for human resources, legal counsel, planning and project programming.

A workshop was conducted on May 25, 2016 and input was received from members of the Commission, and subsequently with the Management Committee on June 15, 2016.

The Draft Imperial County Transportation Commission (ICTC) FY 2016-2017 Overall Work Plan (OWP) and Budget is hereby presented for your review and recommendation prior to finalization for approval to our ICTC Board. Our Draft OWP and Budget is balanced and provides for development and implementation of vital transportation projects and programs for our region.

Following review and input, it is requested that ICTC Management Committee recommend that the Draft ICTC Overall Work Program (OWP) and Budget for FY 2016-2017 be presented to the Commission for review and approval.

Sincerely,

A handwritten signature in blue ink that reads "Mark Baza". The signature is written in a cursive, flowing style.

MARK BAZA  
Executive Director

MB/ksw/cl  
Attachments

***DRAFT***  
***Overall Work Plan and Budget***  
Fiscal Year 2016-2017

July 27, 2016



***Major Accomplishments***  
***Fiscal Year 2015-2016***

***Key Regional Transit Services and  
Capital Improvement Program:***

- ***Completed the RFP and award for IVT MedTrans and IVT Ride El Centro***
- ***Transition of fleet from private to ICTC ownership***
- ***Launched WiFi on the fixed route and in the process of adding security cameras on all ICTC owned buses***
- ***Completed the SDSU / IVC Transit Shuttle Analysis***
- ***Mobility Coordinator position***
- ***FY 2016-17 STIP (State) Funding Approval - \$38.7 Million***
- ***FY 2016-17 FTIP (Federal) Funding Approval - \$470 Million***

2



## **NEW Imperial Valley Transit Fleet**

- 6 New 40 ft. Low Floor Gillig Buses for use on regional services (70+ capacity) in August 2015
- 6 Additional 25 ft. Cutaway buses in April 2016 for the use on regional services
- 11 Access Cutaway buses in June 2016
- 4 buses for IVT MedTrans in June 2016
- 5 IVT Ride – El Centro in June 2016
- 2 MV-1 vehicles for IVT Ride & IVT MedTrans Services



3

## **Continuing Programs**

*Fiscal Year 2015-2016*

### **Non-Transportation Program:**

*Hero / PACE Program – Partnership with Western Riverside Council of Governments (WRCOG) and Participating Agencies*

*Cities of Brawley, Calexico, Calipatria, El Centro, Holtville, Imperial and the County of Imperial*

City	# of Applications Approved	Total (\$) Approved	# of Completed Projects	Completed Projects (\$) Amount
Brawley	81	\$1,975,230	28	\$425,377
Calexico	122	\$3,735,979	41	\$470,079
Calipatria	2	\$47,945	1	\$6,022
El Centro	129	\$3,480,000	50	\$711,888
Holtville	15	\$362,355	5	\$50,459
Imperial	61	\$1,845,324	26	\$393,276
County	52	\$1,561,575	15	\$241,888
<b>TOTAL</b>	<b>462</b>	<b>\$13,008,408</b>	<b>166</b>	<b>\$1,658,989</b>

4

## **Major Accomplishments** Fiscal Year 2015-2016

### **2016 State Transportation Improvement Program (STIP) for Imperial County – Adopted by CTC:**

- *Funding approved for the I-8 / Imperial Ave. Interchange Reconstruction FY 2019/2020*
- *Funding approved for Planning, Programming and Monitor – Regional Planning Staff Resources*

### **Completed Key Regional Planning Studies:**

- *Safe Routes to School Regional Master Plan*
- *SDSU/IVC Transit Shuttle Analysis*
- *Idling Vehicle Emission Study at Calexico East and West POE – in partnership with County of Imperial APCD*

5

## **Major Accomplishments** Fiscal Year 2015-2016

### **Federal Transportation Improvement Program (FTIP)**

Agency	Fund Type	Project Name	Total Project Cost
Brawley	RSTP	S. Palm Ave. Rehab	\$734,000
Brawley	CMAQ	Sidewalk Rehab-Variou	\$300,000
Calipatria	CMAQ	S. International Ave. Sidewalk	\$123,000
El Centro	RSTP	Ross Ave. Rehab	\$571,000
Holtville	RSTP	Walnut Ave.	\$562,000
Holtville	CMAQ	Cedar Ave. Sidewalk	\$136,000
Imperial County	CMAQ	Various Roads	\$1,102,000
Westmorland	RSTP	N. Center St. Pavement Rehab	\$372,000
<b>TOTAL</b>			<b>\$3,900,000</b>

6

## Major Accomplishments

### Fiscal Year 2015-2016

#### Regional Transportation Programming:

- **FTIP - Federal-Aid Programming Activities; and**
- **ICTC & Partner Agencies**

Planning & Transportation Improvement Program Projects	Funding
Regional Surface Transportation Program (RSTP) FY 2016/2017	\$2,057,826*
Congestion Mitigation & Air Quality (CMAQ) FY2016/2017	\$1,495,696*
SHOPP Roadway Preservation Program	\$453,070,000
National Highway System – STP – Highway Maintenance	\$11,900,000
Highway Bridge Program (HBP)	\$1,584,000
<b>TOTAL</b>	<b>\$470,107,522</b>

\*Source RSTP & CMAQ estimated apportionments April 4, 2016

7

## Major Accomplishments

### Fiscal Year 2015-2016

#### Prepared and submitted discretionary grant applications for state and federal funding:

- **TIGER VIII** – Cesar Chavez Blvd. and State Route 98 Widening for Calexico West POE Expansion – Partnership with Caltrans, City of Calexico and ICTC
- **TIGER VIII & FASTLane Grants** – Calexico East POE Expansion – Partnership with County of Imperial and ICTC

#### Studies in progress:

- **Imperial/San Diego Smart Mobility Hubs Grant** – SANDAG and ICTC Partnership (Caltrans Funded Study)
- **Border wide Economic impact of Delay and Greenhouse Gas Emission Reduction Strategies** (Caltrans Funded Study – Partnership with Caltrans, SANDAG and ICTC)

8



## **Revenues and Funding Sources** **Federal**

### **Federal Transit Administration (FTA) / Federal Highway Administration (FHWA)**

- **FTA Section 5307** – Urban Area Formula, for regional transit services for IVT, IVT ACCESS, IVT Blue and Green Lines
- **FTA Section 5309** – Earmark for City of Imperial's Transfer Terminal
- **FTA Section 5311** – Rural Transit Operating Subsidies & Capital Projects (Brawley Bus Stops & Brawley Gold Line)
- **FTA Section 5310** – Mobility Management Program

## **Revenues and Funding Sources**

### **Federal**

#### ***FHWA (Caltrans Administered) Federal-Aid Funds for Local Roads and Highways:***

- ***Congestion Mitigation and Air Quality (CMAQ)***
- ***Regional Surface Transportation Program (RSTP)***
- ***Congressional Appropriations – Earmarks for Regional Highway Projects***
- ***Active Transportation Program (ATP)***
- ***State Highway Operations and Protection Program (SHOPP)***

11

## **Revenues and Funding Sources**

### **State**

- ***State Transportation Improvement Program (STIP)***
  - ***Planning, Programming and Monitoring***
  - ***Regional Highway Projects***
- ***Transportation Development Act (TDA)***
  - ***Local Transportation Funds (LTF)***
  - ***State Transit Assistance (STA)***
- ***Low Carbon Transit Operations Program (LCTOP)***
- ***Proposition 1B***
  - ***Public Transportation Modernization and Service Enhancement Account***
  - ***California Transit Security Grant Program***

12

## **Revenues and Funding Sources**

### Local

- **Transit Fare Revenue**
- **On-Hand (Prior year balance available)**
- **Local Transportation Authority**
  - **LTA 1% for Administration Services**
  - **LTA 2% for Senior Transit Services/Projects**
  - **LTA 5% for Regional Highway Program**
- **SCAG/Membership Contributions**

13

## **Total Operating Revenues**

### *(Federal, State & Local)*

### *FY 2016-2017*

<b>Fund Source</b>	<b>Funding</b>
<b>Federal - Federal Transit Administration: Sections 5307 Urban, 5309, 5310, 5311 Rural</b>	
<b>Federal Revenue Sub-Total</b>	<b>\$4,376,479</b>
<b>State – Planning &amp; Program Mgmt. (PPM), State Transit Assistance (STA)</b>	
<b>Transportation Development Act/Local Transportation Fund (TDA/LTF)</b>	
<b>Public Transportation Modernization Improvement and Service Enhancement Act (PTMISEA)</b>	
<b>California Security and Transit Grant Program (CSTGP)</b>	
<b>State Revenue Sub-Total</b>	<b>\$7,867,276</b>
<b>Local – Fare Revenue, On-Hand, Local Transportation Authority (LTA – 2% Transit), &amp; SCAG/Membership Contributions</b>	
<b>Local Revenue Sub-Total</b>	<b>\$2,339,573</b>
<b>TOTAL</b>	<b>\$14,583,328</b>

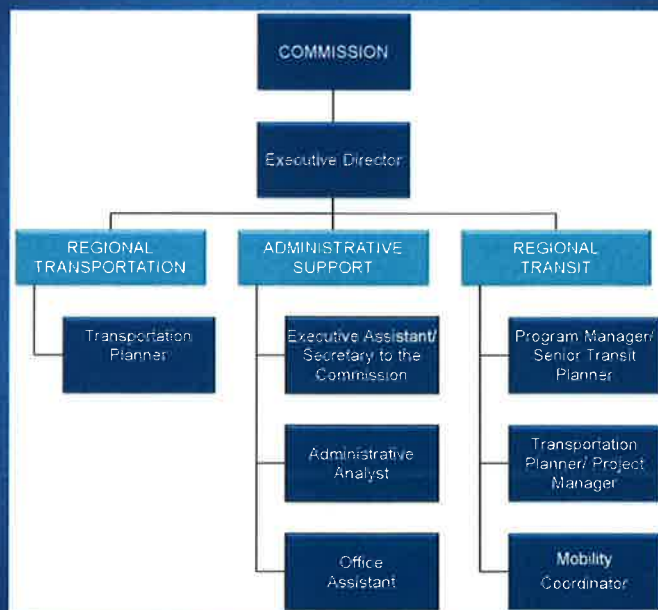
14

## *Projected Budget Expenditures* FY 2016-2017

Service / Program	FY 2017
<b>Regional Transit Services</b> – IVT, IVT ACCESS, IVT Blue, Green and Gold Lines, Med-Express, & YCAT Blue and Turquoise Routes	<b>\$6,485,161</b>
<b>Local Transit Services</b> – IVT Ride & El Centro	<b>\$1,820,131</b>
<b>Transit Capital Projects</b> – Transfer Terminals, Regional Bus Stop Maintenance, & Bus Stop and Shelter Improvements	<b>\$3,360,255</b>
<b>Transit Vehicle Purchase</b>	<b>\$587,000</b>
<b>Administration and Planning</b>	<b>\$2,150,781</b>
<b>Bikes and Pedestrian Article 3</b>	<b>\$180,000</b>
<b>TOTAL</b>	<b>\$14,583,328</b>

15

## *STAFF ORGANIZATIONAL STRUCTURE*



16

## **Major Programs & Initiatives**

### **Regional Transportation:**

- ▶ **Regional Highway Capital Projects**
- ▶ **Transportation Improvement Programs**
- ▶ **Local Transportation Authority (LTA) 5% Regional Highway Program**
- ▶ **SCAG 2016 Regional Transportation Plan / Sustainable Community Strategy (RTP/SCS)**

### **Regional Transit:**

- ▶ **Regional Transit Planning/Administration**
- ▶ **Regional and Local Transit Services & Programs**
- ▶ **Transit Capital Projects**

17

## **Major Programs & Initiatives**

### **Binational Planning, Coordination and Project Development:**

- ▶ **Imperial – Mexicali Binational Alliance, Bi-monthly Meetings**
- ▶ **Promote Phase 2 Funding – Calexico West POE Expansion**
- ▶ **Promote Funding of Binational Toll Pilot Project – Calexico East POE Bridge Widening and Truck/Auto Lane Expansion**
- ▶ **Short –Term Transit and Pedestrian Access Improvements at Calexico East and West POEs**
- ▶ **Calexico Intermodal Transportation Center – Identify Funding Opportunity, i.e., Cap & Trade or other Transit programs**

18



## **Major Programs & Initiatives** *Financial Management*

### **Grant Management - Administration & Oversight:**

- *Activities as Administrator and Grantee*
- *Administer Capital Grant funding in partnership with Caltrans, Federal Grantors (FHWA and FTA), and SCAG*
- *Activities as Applicant and "Pass Through" to Member Agencies or Caltrans*
  - *Facilitate & administer "Call for Projects" for CMAQ & RSTP*
  - *Provide performance and expenditure reports*
  - *Maintain compliance with regulations and audit requirements*
  - *Project Management Coordination with Local, State & Federal agencies*

19

## **Major Programs & Initiatives** *Financial Management*

### **Local Transportation Authority (LTA) Administration & Oversight:**

- **Member agency allocations – Bond Reimbursements**
- **Financial reporting and audits**
- **Coordination with Bond Trustee**

### **ICTC Budget Management and Oversight:**

- **Accounts Payable and Receivable – Vendor payments**
- **Payroll and Benefits Administration**
- **Ensure to maintain appropriation limits**

20

## **Major Programs & Initiatives** *Financial Management*

### **Completed LTA Bond Requisitions**

#### Original Bond Funds

- Brawley - \$8,155,000
- Calexico - \$15,410,000
- Calipatria - \$2,305,000
- Imperial - \$6,170,000
- County - \$21,935,000

**TOTAL – \$53.9 Million**

#### Bond Funded Projects Completed % Spent

- Brawley - \$3.5 Million 43%
- Calexico - \$8.8 Million 57%
- Calipatria - \$2.3 Million 100%
- Imperial - \$5.6 Million 91%
- County - \$16.7 Million 76%

**TOTAL SPENT – \$36.9 Million**

21

## **Major Programs & Initiatives** *Bilingual Community Outreach, Public Information and Marketing*

- *ICTC, IVT, IVT ACCESS, IVT RIDE and IVT MEDTRANS - Website Development and Maintenance*
- *Transit Marketing: Transit Schedules, Service Brochures and Public Outreach*
- *Public Hearings and Workshops*
- *Title VI Compliance*

22

## Major Programs & Initiatives

### Community Outreach, Public Information and Marketing:

Commission, LTA, Management Committee, Technical Advisory Committee and Workgroups:

### ICTC Committee Structure



23

## Major Programs & Initiatives

### Regional Transportation

- Local Transportation Authority (LTA) - Administration & Oversight
- State and Federal Transportation Improvement Programs
- Regional Highway and Land Port Capital Projects
- Pursuit of Discretionary Funding (i.e., TIGER)
- Pursuit of Public-Private Partnerships (P3) Finance

Capital Projects	Funding
I-8/Dogwood Bridge Widening	\$33,120,000*
I-8/Imperial Avenue Interchange	\$37,840,000*
State Route 98 and Cesar Chavez Blvd. Improvements – Calexico West Port of Entry	\$21,253,000*
Binational Partnership Toll Pilot Project – Calexico East Port of Entry Bridge Widening, Auto and Truck Lane Expansion	\$65,000,000
Phase 1 Construction & Expansion – Calexico West Port of Entry	\$98,000,000
Phase 2 Construction & Expansion – Calexico West Port of Entry	\$248,000,000
<b>TOTAL</b>	<b>\$503,213,000</b>

\*Source: Federal Transportation Improvement Program (FTIP)

24

# Major Programs & Initiatives Regional Transportation

## 2016 - CTC Adopted State Transportation Improvement Program

### 2016 STIP STAFF RECOMMENDATION - COUNTY SHARE

Does Not Include ITP Interregional State Funding (See Separate Listing)  
(\$1,000's)

Agency	Fid	Project	Est. Bal.	Status	Fiscal Year	Project Funds by Fiscal Year					Project Funds by Component					
						16/17	17/18	18/19	19/20	20/21	GR	Federal	F&B	PSAS	Other	
<b>Imperial</b>																
<b>Signature Projects</b>																
CTC		2016 Planning, programming, and monitoring		On-16	375	300	0	0	0	0	0	300	0	0	0	
Caltrans		242 Caltrans to Imperial subgrant (2016-17 award)			2,000	2,000	0	0	0	0	0	2,000	0	0	0	
Caltrans		242 Caltrans to Imperial subgrant (2017-18 award)			2,000	2,000	0	0	0	0	0	2,000	0	0	0	
CTC		2016 Planning, programming, and monitoring			915	750	500	500	0	0	0	750	0	0	0	
<b>Subtotal, Highway Projects</b>																
					42315	42610	500	10,000	500	0	0	1,000	30,000	0	2,000	800
Total Programmed or Filled Since July 1, 2014					42315											
<b>PROPOSED NEW PROGRAMMING CATEGORIES</b>																
<b>Systemwide Programs</b>																
CTC		2016 Planning, programming, and monitoring			17,000	2,700	0	11,600	0	0	0	1,000	17,000	0	0	0
Caltrans		242 Caltrans to Imperial subgrant (2016-17 award)			37,500	3,420	0	0	0	0	0	1,500	25,510	0	2,700	1,400
Caltrans		242 Caltrans to Imperial subgrant (2017-18 award)			37,500	3,420	0	0	0	0	0	1,500	25,510	0	2,700	1,400
CTC		2016 Planning, programming, and monitoring			415	0	300	300	550	0	0	0	0	0	0	0
CTC		2016 Planning, programming, and monitoring			415	0	300	300	550	0	0	0	0	0	0	0
<b>Subtotal, Highway Projects</b>																
					60	2,720	0	11,900	0	11,442	0	0	3,220	0	1,400	800
Total Programmed 2016 New Programming					60											
<b>Programmed Projects Not Included in Staff Recommendations</b>																
CTC		2016 Planning, programming, and monitoring			600	0	0	0	0	0	0	600	0	0	0	0

Notes:  
 Revised RTP adopted February 24, 2016  
 2016 (2015) - Exceeds show period maximum for 2016 (2025) and 2026 (26)  
 Balance of STIP County Share, September 30, 2015: 30,100  
 2016 New Programmed or Filled Since July 1, 2014: 82,015  
 Unprogrammed County Balance: 12,245  
 State Balance Allocated at Year-End: 12,245  
 Programmed New Funding: 25

25

# Major Programs & Initiatives Regional Transportation

## Regional Transportation Planning Activities:

Promote and Incorporate Projects from the 2013 Imperial County Long Range Transportation Plan (LRTP) Update – Into the 2016 SCAG RTP/SCS

Participate in SCAG Planning Workgroups and Studies towards implementation of the 2016 RTP/SCS and related activities:

Border Gateway Study; Transportation Model Development; Regional Transit and Highway Project Updates; and, Land Use Network Updates

26

## Major Programs & Initiatives

### Regional Transportation

#### Regional Transportation Programming:

- Federal-Aid Programming Activities; and
- ICTC & Partner Agencies

Planning & Transportation Improvement Program Projects	Funding
Regional Surface Transportation Program (RSTP)	\$2,057,826*
Congestion Mitigation & Air Quality (CMAQ)	\$1,495,696*
SHOPP Roadway Preservation Program	\$453,070,000
National Highway System – STP – Highway Maintenance	\$11,900,000
Highway Bridge Program (HBP)	\$1,584,000
<b>TOTAL</b>	<b>\$470,107,522</b>

\*Source RSTP & CMAQ estimated apportionments April 9, 2016

27

## Major Programs & Initiatives

### Regional Transportation

#### Repurposing of Federal Earmarks

Sponsoring Agency	Project Name	Funding
IVC Desert Museum Society	Improve I-8 off ramp at Ocotillo to the IVC Desert Museum/Regional Traveler Visitor Center	\$719,920.75*
SDSU-IV Campus	Streetscape and Transportation Enhancements at Calexico & Brawley SDSU Campuses	\$719,920.75*
Imperial County	Construct truck lane on Keystone Road from State Route 111 to Austin Road, Imperial County.	\$585,736.32*
Brawley	Construct road surface improvements, and improve road safety from Brawley Water plant to Hwy 86 to 9th Street to 18th Street, Brawley.	\$86,554.81*
Holtville	Improve bridge 58-7 on SR 115 that crosses the Alamo River in Holtville and also project design and environmental analysis of a new bridge over the same river.	\$18,185.95*
Imperial County	Construct parking facility and improve access to Imperial Valley Expo	\$11,554.89*
Imperial County	Construct new sidewalks in the City of Heber, CA.	\$96,170.35*
State of CA Dept. of Parks & Recreation	Acquisition of land along CA 86 at the Desert Cahuilla Prehistoric Site, Imperial County for environmental mitigation related to reducing wildlife mortality while maintaining habitat connectivity	\$445,249.75*
	<b>TOTAL</b>	<b>\$2,683,293.57</b>

\*Only 90 percent of funds will be available

28

## Major Programs & Initiatives Regional Transit

- *Regional Transit Planning/Administration*
- *Transit Studies, and, Regional Operational and Performance Analysis Projects*

Transit Planning and Program Management Projects	Funding
Bus Stop Inventory and Information Program (Phase 3)	\$150,000
Passenger Statistical Summary	\$100,000
TDA Triennial Audit	\$85,000
Update to the Short Range Transit Plan (SRTP)	\$150,000
<b>TOTAL</b>	<b>\$485,000</b>

29

## Major Programs & Initiatives

### Regional & Local Transit Service Programs

- *Imperial Valley Transit (IVT)*
- *IVT ACCESS (ADA-Paratransit)*
- *City Circulators*
  - *IVT Blue, Green and Gold Lines*
  - *IVT Red and Garnet Lines (Planned)*
- *IVT MedTrans (starting July)*
- *IVT RIDE*



30

## **Major Programs & Initiatives** *Regional Transit*

### **Regional Transit Administration:**

- **Regional Transit Management and Oversight:**
  - *Mobility Management*
  - *Coordination with Developers*
  - *Americans with Disabilities Act (ADA) Certification and Eligibility*
  - *Agency Technical Assistance*
  - *Local Review Committee (LRC) for 5310 Program*
  - *Public Transit Marketing*
- **Consolidated Transportation Services Agency (CTSA):**
  - *Identification and Resolution of Transit Problems*
  - *Social Services Transportation Advisory Council (SSTAC)*
  - *Americans With Disabilities Act Advisory Committee (ADAAC)*

31

## **Major Programs & Initiatives** *Regional Transit*

### **Transit Capital Projects:**

- *Transit Fleet Replacements*
- *Bicycle and Pedestrian Projects*
- *Local Bus Stop Benches and Shelters*
- *Transit/Intermodal Transfer Terminals:  
Calexico and Imperial*

32

# Major Programs & Initiatives

## Non-Transportation Programs

### Hero / Pace Program Implementation:

- Presentations / Community Outreach
- Local Vendor Outreach
- Marketing to Home Owners and Businesses

### Council of Government (COG) Development

### Continued Effort to Host Annual Events:

- General Assembly
- Economic Summit

33

IMPERIAL COUNTY TRANSPORTATION COMMISSION FUNDING SOURCES					
	Target	October Actual	Target		
	FY 2015-16	FY 2015-16	FY 2016-17	%	
	1	2	3	4	5
<b>REVENUES</b>					
<b>STATE</b>					
A FTA REC 5501 (Surveys)	\$2,594,200	\$2,594,200	\$2,594,200	0.0%	
B FTA REC 5508 - Regional Transit Authority	\$247,000	\$0	\$247,000	0.0%	
C FTA REC 5510 - Regional Mobility Management	\$244,000	\$24,270	\$202,730	42.5%	
D FTA REC 5511 (Purch) - Rural Transit Services	\$1,118,070	\$923,400	\$1,118,070	0.0%	
E	\$4,199,270	\$3,617,670	\$4,199,270	-8.3%	
<b>FEDERAL</b>					
F TBA - LOCAL TRANSPORTATION FUND (LTF)	\$6,694,802	\$6,151,173	\$7,071,001	25.5%	
G TBA - STATE TRANSIT ASSISTANCE (STA)	\$894,300	\$894,300	\$1,403,071	25.2%	
H STOP-PLANNING, PROGRAMMING & INFORMATION SYSTEMS	\$20,000	\$20,000	\$20,000	100.0%	
I STATE PLANNING AND RESEARCH (SPR)	\$175,000	\$175,000	\$0	-100.0%	
J PREP IS - FIBER	\$4,363,000	\$4,164,700	\$4,881,200	-5.7%	
K PREP IS - CTROP	\$234,125	\$234,125	\$233,200	-54.7%	
L	\$14,880,004	\$17,576,342	\$18,988,201	-48.9%	
<b>LOCAL</b>					
M FARE REVENUE	\$1,800,176	\$873,500	\$1,833,037	-5.0%	
N ON-FARE	\$700,000	\$500,000	\$500,000	5.0%	
O LOCAL TRANSPORTATION AUTHORITY (LTA) 2% Transit and 1% State	\$200,000	\$200,000	\$200,000	14.7%	
P LOCAL TRANSPORTATION AUTHORITY (LTA) 2% Toll & State	\$700,000	\$0	\$680,340	13.4%	
Q COMMERCIAL AGENCY CONTRIBUTIONS	\$364,000	\$728,000	\$722,500	54.1%	
R	\$2,764,176	\$1,401,500	\$2,916,877	-35.2%	
S TOTAL	\$21,642,206	\$19,022,297	\$21,905,078	-27.6%	
<b>EXPENDITURES</b>					
T REGIONAL TRANSIT	\$4,593,000	\$5,124,000	\$4,794,000	-2.9%	
U LOCAL TRANSIT	\$1,582,287	\$1,925,027	\$1,828,071	17.3%	
V TRANSIT CAPITAL, (Purchase Price & Transit Facility Construction)	\$6,394,316	\$4,307,270	\$3,425,000	-58.9%	
W TRANSIT CAPITAL, (Maintenance)	\$423,125	\$0	\$42,000	-100.0%	
X TRANSIT OPS, (Maintenance)	\$243,286	\$154,580	\$228,000	0.2%	
Y ADMINISTRATION AND PLANNING	\$1,657,148	\$1,587,144	\$2,111,000	27.4%	
Z TRANSIT CAPITAL FLEET RESERVE	\$1,894,000	\$1,894,000	\$900,000	-52.4%	
AA RESERVE ESTABLISHMENT OPERATING RESERVES	\$470,000	\$470,000	\$25,000	-92.7%	
BB BONDS AND PDS, ACT	\$198,000	\$198,000	\$198,000	0.0%	
CC TOTAL	\$17,422,034	\$17,522,037	\$16,668,071	-37.4%	

34



**IMPERIAL COUNTY TRANSPORTATION COMMISSION FUNDING SOURCES**

**DRAFT**

		Budget FY 2015-16	Estimated Actual FY 2015-16	Budget FY 2016-17	%
1	2	3	4	5	6
<b>REVENUES</b>					
<b>FEDERAL</b>					
A	FTA SEC 5307 (Urban)	\$2,276,290	\$2,276,290	\$2,276,290	0.0%
B	FTA SEC 5309 - Imperial Transfer Terminal	\$747,000	\$0	\$747,000	0.0%
C	FTA SEC 5310 Regional Mobility Management	\$144,000	\$14,790	\$129,210	-10.3%
D	FTA SEC 5311 (Rural) - Rural Transit Services	\$1,218,578	\$261,436	\$1,218,578	0.0%
E	SUBTOTAL	\$4,385,868	\$2,552,516	\$4,371,078	-0.3%
<b>STATE</b>					
F	TDA - LOCAL TRANSPORTATION FUND (LTF)	\$8,848,062	\$6,151,173	\$7,027,401	-20.6%
G	TDA - STATE TRANSIT ASSISTANCE (STA)	\$904,208	\$904,208	\$1,169,031	29.3%
H	STIP- PLANNING, PROGRAMMING & MONITORING (PPM)	\$19,000	\$19,000	\$300,000	1478.9%
I	STATE PLANNING and RESEARCH (SP &R)	\$175,000	\$174,947	\$0	-100.0%
J	PROP 1B - PTMISEA	\$4,363,659	\$4,184,766	\$186,250	-95.7%
K	PROP 1B - CTSGP	\$378,125	\$81,428	\$133,338	-64.7%
L	SUBTOTAL	\$14,688,054	\$11,515,522	\$8,816,020	-40.0%
<b>LOCAL</b>					
M	FARE REVENUE	\$1,060,174	\$873,559	\$1,033,157	-2.5%
N	ON HAND	\$150,000	\$150,800	\$157,900	5.3%
O	LOCAL TRANSPORTATION AUTHORITY (LTA) 2% transit set a side	\$300,000	\$300,000	\$350,000	16.7%
P	LOCAL TRANSPORTATION AUTHORITY (LTA) 5% set a side	\$708,240	\$0	\$803,240	13.4%
Q	SCAG/MEMBER AGENCY CONTRIBUTIONS	\$350,000	\$130,000	\$132,500	-62.1%
R	SUBTOTAL	\$2,568,414	\$1,454,359	\$2,476,797	-3.6%
S	<b>TOTAL</b>	<b>\$21,642,336</b>	<b>\$15,522,397</b>	<b>\$15,663,895</b>	<b>-27.6%</b>

**EXPENDITURES**

T	REGIONAL TRANSIT	\$6,993,580	\$5,113,656	\$6,794,880	-2.8%
U	LOCAL TRANSIT	\$1,552,207	\$1,195,627	\$1,820,131	17.3%
V	TRANSIT CAPITAL (Vehicle Prcmt & Transit Facility Construction)	\$8,334,316	\$4,957,278	\$3,425,066	-58.9%
W	TRANSIT CAPITAL Miscellaneous	\$413,125	\$81,428	\$168,338	-59.3%
X	TRANSIT OPS maintenance	\$219,500	\$194,500	\$220,000	0.2%
Y	ADMINISTRATION AND PLANNING	\$1,657,144	\$1,507,144	\$2,111,480	27.4%
Z	TRANSIT CAPITAL FLEET RESERVE	\$1,814,360	\$1,814,360	\$900,000	-50.4%
AA	REVENUE STABILIZATION/ OPERATING RESERVES	\$478,404	\$478,404	\$35,000	-92.7%
BB	BIKES AND PEDS Art 3	\$180,000	\$180,000	\$189,000	5.0%
CC	<b>TOTAL</b>	<b>\$21,642,636</b>	<b>\$15,522,397</b>	<b>\$15,663,895</b>	<b>-27.6%</b>

**IMPERIAL COUNTY TRANSPORTATION COMMISSION FY 2016-17**

**Draft**

**Consolidated Administration and Operations**

**TRANSIT**

**PLANNING**

**TOTAL**

1                      2                      3                      4                      5                      6                      7                      8                      9                      10

**REVENUES**

A	7076/7416 430000	On hand balance/interest revenue	\$	150,000	\$	7,900	\$	157,900
B	446010	State Aid Other - TDA (LTF)	\$	1,127,870	\$	264,000	\$	1,391,870
C	446445	State - STIP-PPM	\$	-	\$	300,000	\$	300,000
C	446445	FTA 5310 Mobility Management Program	\$	129,210	\$	-	\$	129,210
D	493000	Local - Member Agency Contributions, SCAG Reimbursements and Reimbursement for Services Provided	\$	15,000	\$	117,500	\$	132,500

<b>E</b>	<b>Total Revenues</b>		\$	<b>1,422,080</b>	\$	<b>689,400</b>	\$	<b>2,111,480</b>
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**EXPENDITURES**

**Administration and Operations**

F	501000/ 525010	Administrative Staffing and Support (seven fulltime and one shared w SCAG)	\$	515,180	\$	266,700	\$	781,880
G	517055	Insurance - Liability	\$	100,000	\$	15,000	\$	115,000
H	522000	Memberships, office exp, communications, IT, fuel and maint	\$	33,800	\$	24,000	\$	57,800
I	526000	Legal notices, interpretive services	\$	4,000	\$	500	\$	4,500
J	528000	Rents, leases and utilities	\$	35,900	\$	21,000	\$	56,900
K	530005	Regional Plans/Project Coordination, Webinars	\$	4,500	\$	6,000	\$	10,500
L	531040	Training/Travel Expense	\$	25,000	\$	22,000	\$	47,000
M	549000	Equipment	\$	6,000	\$	5,000	\$	11,000

<b>N</b>	<b>Administration and Operations Subtotal</b>		\$	<b>724,380</b>	\$	<b>360,200</b>	\$	<b>1,084,580</b>
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**Professional and Specialized Projects and Services**

O	525010	Legal Consultation	\$	10,000	\$	7,500	\$	17,500
P	525010	Payroll Vendor Fees	\$	6,700	\$	6,700	\$	13,400
Q	525065	County GSA accounting	\$	1,000	\$	500	\$	1,500
R	525010	HR consultant services	\$	10,000	\$	10,000	\$	20,000
S	525090	CPA/auditors (external)	\$	150,000	\$	7,500	\$	157,500
T	525030	PM, Engineering Review and Support	\$	20,000	\$	-	\$	20,000
U	525010	Transit Operator Drug and Alcohol Audits	\$	12,000	\$	-	\$	12,000
V		<b>Subtotal</b>	\$	<b>209,700</b>	\$	<b>32,200</b>	\$	<b>241,900</b>

W	525010	Bus Stop Inventory and Information Program (Phase III)	\$	150,000	\$	-	\$	150,000
X	525010	TDA Triennial Performance Audit	\$	85,000	\$	-	\$	85,000
Y	525010	Passenger Statistical Summary (IVT)	\$	100,000	\$	-	\$	100,000
Z	525010	Update to the Short Range Transit Plan (SRTP)	\$	150,000	\$	-	\$	150,000
AA	525010	Website Consultant (www.imperialctc.org)	\$	3,000	\$	3,000	\$	6,000
BB	525010	STIP / RTIP Consultant	\$	-	\$	30,000	\$	30,000
CC	525010	Calexico ITC Phase 1 (PE)	\$	-	\$	64,000	\$	64,000
DD	525010	Long Range Transportation Plan	\$	-	\$	200,000	\$	200,000
EE		<b>Subtotal</b>	\$	<b>488,000</b>	\$	<b>297,000</b>	\$	<b>785,000</b>

<b>FF</b>	<b>Total Professional and Specialized Projects and Services</b>		\$	<b>697,700</b>	\$	<b>329,200</b>	\$	<b>1,026,900</b>
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<b>GG</b>	<b>Total Expenditures</b>		\$	<b>1,422,080</b>	\$	<b>689,400</b>	\$	<b>2,111,480</b>
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**IMPERIAL COUNTY TRANSPORTATION COMMISSION FY 2016-17 OVERALL WORK PROGRAM AND TRANSIT PROGRAMS FINANCE PLAN**

Projected Revenues													
	1	2	3	4	5	6	7	8	9	10	11	12	13
A	<u>FEDERAL</u>				<u>SUBTOTAL</u>	<u>TOTAL</u>	<u>STATE</u>				<u>SUBTOTAL</u>	<u>TOTAL</u>	
B	FTA Sec 5307 Urban	2016-17	\$2,276,290		\$2,276,290				STA	2015-16	\$300,000		
C	FTA 5309 Capital	2011-12	\$747,000		\$747,000					2016-17	\$869,031	\$1,169,031	
D	FTA 5310 MMP	2014-15	\$129,210		\$129,210				STIP - PPM	2016-17	\$300,000	\$300,000	
E									LTF SB325	2015-16	\$727,401		
F	FTA 5311 Rural	2013-14 / 2014-15	\$957,142							2016-17	\$6,300,000	\$7,027,401	
G					\$1,218,578	\$4,371,078			PTMISEA	2009-10	\$186,250	\$186,250	
H									CTSGP	2012-13	\$133,338	\$133,338	
I	<u>LOCAL</u>												
J	Fare revenue	2016-17	\$1,033,157	\$1,033,157	\$1,033,157								
K	On Hand	2014-15	\$157,900	\$157,900	\$157,900								
L	LTA 2% and 5%	2016-17	\$1,153,240	\$1,153,240	\$1,153,240								
M	SCAG/member contrib	2016-17	\$132,500	\$132,500	\$132,500	\$2,476,797							\$8,816,020
N	<b>Total</b>												<b>\$15,663,895</b>

Projected Expenditures													
	Service	Cost	Estimated Fares	On Hand balance	STIP PPM	2% and 5% LTA Transit	SCAG / member contributions	Prop 1B CTSGP & PTMISEA	FTA Sec 5309, 5310 & 5311	FTA Sec 5307	#7079 STA AB 2551	#7076 LTF SB325	Total Subsidy
O	Regional Transit Services	Total \$ 6,794,880	\$ 856,144	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 261,436	\$ 2,276,290	\$ 1,169,031	\$ 2,231,979	\$ 6,794,880
P	Local Transit Services	Total \$ 1,820,131	\$ 177,014	\$ -	\$ -	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,293,117	\$ 1,643,117
Q	Transit vehicle Purchase	Total \$ 522,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 522,000	\$ 522,000
R	Transit Project Construction	Total \$ 2,903,066	\$ -	\$ -	\$ -	\$ 803,240	\$ -	\$ 186,250	\$ 1,704,142	\$ -	\$ -	\$ 209,434	\$ 2,903,066
S	Transit Facility Maintenance	Total \$ 220,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 220,000	\$ 220,000
T	Transit Miscellaneous Improvements	Total \$ 168,338	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 133,338	\$ -	\$ -	\$ -	\$ 35,000	\$ 168,338
U	ICTC Transit Admin/Operations	\$ 937,080	\$ -	\$ -	\$ -	\$ -	\$ 15,000	\$ -	\$ 129,210	\$ -	\$ -	\$ 792,870	\$ 952,080
V	ICTC Transit Plans/Programs	\$ 485,000	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 335,000	\$ 485,000
W	ICTC Regional Planning	\$ 689,400	\$ -	\$ 7,900	\$ 300,000	\$ -	\$ 117,500	\$ -	\$ -	\$ -	\$ -	\$ 264,000	\$ 806,900
Y	Total	\$ 2,111,480	\$ -	\$ 157,900	\$ 300,000	\$ -	\$ 132,500	\$ -	\$ 129,210	\$ -	\$ -	\$ 1,391,870	\$ 3,143,980
Z	ICTC Transit Fleet - Capital Reserve	\$ 900,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 900,000	\$ 900,000
AA	Revenue Stabilization/ Operating Reserve	\$ 35,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,000	\$ 35,000
BB	Bikes and Peds Art 3	\$ 189,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 189,000	\$ 189,000
CC	<b>Total</b>	<b>\$ 15,663,895</b>	<b>\$ 1,033,157</b>	<b>\$ 157,900</b>	<b>\$ 300,000</b>	<b>\$ 1,153,240</b>	<b>\$ 132,500</b>	<b>\$ 319,588</b>	<b>\$ 2,094,788</b>	<b>\$ 2,276,290</b>	<b>\$ 1,169,031</b>	<b>\$ 7,027,401</b>	<b>\$ 15,663,895</b>



TRANSIT PROGRAMS

LTF DISTRIBUTION TABLE

Department of Finance Population as of : May16

<http://www.dof.ca.gov/research/demographic/reports/estimates/e-5/2011-20/view.php>

1	2	3	4	5	6	7	8	9	10
Agency	Population Total	2017 Allocation	2015-2016 Reserve	Grand Total	Population % to Total	Art 8c Transit Services	Art 8e benches shelters	Totals	
A Revenue		\$ 6,300,000	\$ 727,401	\$ 7,027,401					
B ICTC Admin		\$ 792,870	\$ 5,401	\$ 798,271					
C ICTC Transit Plan		\$ 335,000		\$ 335,000					
D ICTC Transp Plan		\$ 64,000	\$ 200,000	\$ 264,000					
E Bikes/Peds 3%		\$ 189,000		\$ 189,000					
F IVT Cutaways(5)		\$ -	\$ 522,000	\$ 522,000					
G CWTS- IVT		\$ 1,457,665		\$ 1,457,665					
H CWTS - Blue/Green		\$ 367,254		\$ 367,254					
I CWTS - Gold		\$ 113,182		\$ 113,182					
J ADA Para		\$ 37,635		\$ 37,635					
K CWTS - Yuma		\$ 138,710		\$ 138,710					
L IVT MedTrans		\$ 117,533		\$ 117,533					
M CWTS - IVT Ride		\$ 708,989		\$ 708,989					
N CWTS -IVT Ride EC		\$ 584,128		\$ 584,128					
O EC Tmnl maint		\$ 45,000		\$ 45,000					
P Bra Trmnl maint		\$ 50,000		\$ 50,000					
Q CA Tmnl maint		\$ 25,000		\$ 25,000					
R EC Reg maint		\$ 25,000		\$ 25,000					
S Bra Bus Stop Imp Ph 1 & 2		\$ 117,674		\$ 117,674					
T Heber ADA Bus Stop		\$ 91,760		\$ 91,760					
W Wntrhvn bus stp		\$ 35,000		\$ 35,000					
V capital outlay - veh		\$ 900,000		\$ 900,000					
X op reserve		\$ 35,000		\$ 35,000					
Z Remainder Totals		\$ 75,000		\$ 75,000		Art 8c	Art 8e	Total	
AA Brawley	26,392	\$ 11,177	\$ -	\$ 11,177	14.9%	\$ -	\$ 11,177	\$ 11,177	
BB Calexico	40,111	\$ 16,988	\$ -	\$ 16,988	22.7%	\$ -	\$ 16,988	\$ 16,988	
CC Calipatria	3,631	\$ 1,538	\$ -	\$ 1,538	2.1%	\$ -	\$ 1,538	\$ 1,538	
DD El Centro	44,354	\$ 18,785	\$ -	\$ 18,785	25.0%	\$ -	\$ 18,785	\$ 18,785	
EE Holtville	6,093	\$ 2,580	\$ -	\$ 2,580	3.4%	\$ -	\$ 2,580	\$ 2,580	
FF Imperial	18,134	\$ 7,680	\$ -	\$ 7,680	10.2%	\$ -	\$ 7,679	\$ 7,679	
GG Westmorland	2,256	\$ 955	\$ -	\$ 955	1.3%	\$ -	\$ 955	\$ 955	
HH County	36,117	\$ 15,296	\$ -	\$ 15,296	20.4%	\$ -	\$ 15,296	\$ 15,296	
II Totals	177,088	\$ 75,000	\$ -	\$ 75,000	100%	\$ -	\$ 75,000	\$ 75,000	

**FY 2016-17 Imperial County Transportation Commission Cost Sharing Agreement**

OPTION 3 (Population Distribution)				Quarterly Billing Amount		
AGENCY	* POPULATION	%	Annual Base AMOUNT	Adjusted %	Annual Adjusted AMOUNT	Quarterly Billing Amount
City of Brawley	26,392	14.9%	\$ 14,903	12.3%	\$ 12,342	\$ 3,085.61
City of Calexico	40,111	22.7%	\$ 22,650	18.8%	\$ 18,758	\$ 4,689.56
City of Calipatria	3,631	2.1%	\$ 2,050	1.7%	\$ 1,698	\$ 424.52
City of El Centro	44,354	25.0%	\$ 25,046	20.7%	\$ 20,743	\$ 5,185.63
City of Holtville	6,093	3.4%	\$ 3,441	2.8%	\$ 2,849	\$ 712.36
City of Imperial	18,134	10.2%	\$ 10,240	8.5%	\$ 8,481	\$ 2,120.13
City of Westmorland	2,256	1.3%	\$ 1,274	1.1%	\$ 1,055	\$ 263.76
County of Imperial	36,117	20.4%	\$ 20,395	16.9%	\$ 16,890	\$ 4,222.60
**IID	0	0.0%	\$ -	17.2%	\$ 17,183	\$ 4,295.85
<b>Total</b>	<b>177,088</b>	<b>100%</b>	<b>\$ 100,000</b>	<b>100%</b>	<b>\$ 100,000</b>	<b>\$25,000.00</b>

\* population from Dept of Finance May 2016

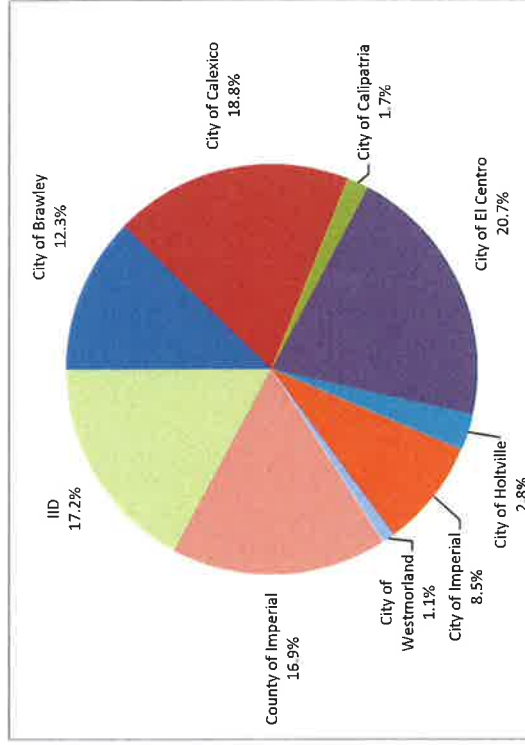
\*\* IID percentage is based on an average of the 4 largest agencies = 36,224 which equates to 17.2% and reduces the base amount for the remaining member agencies to \$82,819

Brawley	26,392
Calexico	40,111
El Centro	44,354
County	36,117
	<u>146,974</u>
average	36,744

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

177,088	36,744	/	213,832	17.2%
<u>36,744</u>				
213,832	\$	100,000	*	17.2%
	\$	100,000	-	\$ 17,183
				\$ 82,817

formula approved by the ICTC May 2010 for \$150K reduced in FY 2013-14 to \$100K



# VI. ACTION CALENDAR

- C. STIP/RTIP CONSULTANT AGREEMENT, COH AND ASSOCIATES, FY 2016-17 AND FY 2017-18



IMPERIAL COUNTY  
TRANSPORTATION COMMISSION

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

July 7, 2016

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

SUBJECT: FY 2016-17 & FY 2017-18 Extension Modification for the STIP/RTIP Consultant Agreement: *COH and Associates*

Dear Committee Members:

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

These activities include assistance with the development and submittal of financial and project programming related documentation to the Southern California Association of Governments (SCAG) and the California Transportation Commission (CTC). The consultant assists ICTC staff and member agencies in keeping informed of changes to federal and State requirements. In addition, there is the periodic need for attendance at CTC or CALTRANS sponsored meetings, participation in teleconferences and the development of specific technical documentation for regional transportation projects and assistance with "calls for projects" for specific State and or federal funding.

An agreement for services with *COH and Associates* was executed in 2014 to ensure that ICTC staff had up to date information and assistance in the development of these programs. The consultant also attended various meetings and has provided staff training and recommendations in these subject areas.

The contract will expire on June 30, 2016. ICTC staff is recommending that the ICTC maintain this valuable relationship by executing a two year extension contract. In the extension contract, ICTC staff is also recommending an increase in funding over the two year period for an increase in assistance to pursue future complex grant and other funding opportunities.

Funding for this project is in the ICTC 2016-17 Budget. The STIP allocation of Planning and Program Management (PPM) funding offsets the costs of this project.

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



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

1. Authorize the Chairman to sign the First Modification to the STIP/RTIP Consultant Agreement with the firm of *COH and Associates* for the not to exceed fee of \$60,000.00 effective July 1, 2016 through June 30, 2018.

Sincerely,

MARK BAZA  
Executive Director

BY:



Kathi Williams  
Senior Transit Planner

Attachment



2. A paragraph 6.2 shall be added to the Agreement to read as follows:

**“COMPENSATION**

**6.2** The total compensation payable under this Agreement for services for the additional two (2) years FY 2016-17 and FY 2017-18 shall not exceed sixty thousand dollars (\$60,000.00) as set forth in **Exhibit “2”**.”

3. Paragraph 29 of the Agreement shall be amended to read as follows:

**“TERM OF AGREEMENT**

The term of this Agreement shall be for July 1, 2014 to June 30, 2018.”

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

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

**IMPERIAL COUNTY TRANSPORTATION  
COMMISSION**

**C.O.H. & ASSOCIATES, INC.**




\_\_\_\_\_  
By:  
Chairman

\_\_\_\_\_  
By: Carlos Ortiz Hernandez

**ATTEST:**

\_\_\_\_\_  
By: MARK BAZA  
Executive Director

**APPROVED AS TO FORM:  
KATHERINE TURNER  
COUNTY COUNSEL**

  
\_\_\_\_\_  
Eric Havens  
Deputy County Counsel

# **EXHIBIT “1”**



1           Should circumstances or conditions subsequent to the execution of this Agreement  
2           require a substitute Contract Manager for any reason, the Contract Manager designee  
3           shall be subject to the prior written acceptance and approval of ICTC's Contract  
4           Manager.

5 **3. DESCRIPTION OF WORK**

6           CONSULTANT shall provide all materials and labor to complete the Project as set forth in  
7 **Exhibit "A".**

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

9           **4.1.** CONSULTANT shall comply with all terms, conditions and requirements of this  
10           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  
15           that may be necessary and incidental to the due and lawful prosecution of the  
16           services to be performed by CONSULTANT under this Agreement;

17           **4.3.2.** Keep itself fully informed of all existing and proposed federal, state and local  
18           laws, ordinances, regulations, orders and decrees which may affect those  
19           engaged or employed under this Agreement, any materials used in  
20           CONSULTANT's performance under this Agreement or the conduct of  
21           services under this Agreement;

22           **4.3.3.** At all times observe and comply with, and cause all of its employees to  
23           observe and comply with all of said laws, ordinances, regulations, orders and  
24           decrees mentioned above; and

25           **4.3.4.** Immediately report to ICTC's Contract Manager in writing any discrepancy  
26           or inconsistency it discovers in said laws, ordinances, regulations, orders and  
27           decrees mentioned above in relation to any plans, drawings, specifications or  
28           provisions of this Agreement.

1 4.4. Any videotape, reports, information, data or other material given to, or prepared or  
2 assembled by, CONSULTANT under this Agreement shall be the property of ICTC  
3 and shall not be made available to any individual or organization by CONSULTANT  
4 without the prior written approval of ICTC's Contract Manager.

5 **5. REPRESENTATIONS BY CONSULTANT.**

6 5.1. CONSULTANT understands and agrees that ICTC has limited knowledge with  
7 respect to the Project. CONSULTANT has represented itself to be expert in these  
8 fields and understands that ICTC is relying upon such representation.

9 5.2. CONSULTANT represents and warrants that it is a lawful entity possessing all  
10 required licenses and authorities to do business in the State of California and perform  
11 all aspects of this Agreement.

12 5.3. CONSULTANT represents and warrants that any employee, contractor and/or agent  
13 who will be performing any of the duties and obligations of CONSULTANT herein  
14 possess all required licenses and authorities, as well as the experience and training, to  
15 perform such tasks.

16 5.4. CONSULTANT represents and warrants that the allegations contained in Exhibit  
17 "A" are true and correct.

18 5.5. CONSULTANT understands that ICTC considers the representations made herein to  
19 be material and would not enter into this Agreement with CONSULTANT if such  
20 representations were not made.

21 **6. COMPENSATION**

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

24 **7. PAYMENT**

25 CONSULTANT will bill ICTC on a time and material basis halfway through the Project  
26 and upon completion of the Project. ICTC shall pay the CONSULTANT for completed and  
27 approved services upon presentation of its itemized billing. Notwithstanding the foregoing, ICTC  
28 shall retain 10% of the total compensation until the work to be performed has been completed in

1 accordance with this Agreement, as determined by ICTC, and payment in full of all subcontractors  
2 of CONSULTANT.

3 **8. METHOD OF PAYMENT**

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

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

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

14 **10. SUSPENSION OF AGREEMENT**

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

19 **11. SUSPENSION AND/OR TERMINATION**

20 11.1. ICTC retains the right to terminate this Agreement for any reason by notifying  
21 CONSULTANT in writing seven (7) days prior to termination and by paying the  
22 compensation due and payable to the date of termination; provided, however, if this  
23 Agreement is terminated for fault of CONSULTANT, ICTC shall be obligated to  
24 compensate CONSULTANT only for that portion of CONSULTANT's services  
25 which are of benefit to ICTC. Said compensation is to be arrived at by mutual  
26 agreement between ICTC and CONSULTANT; should the Parties fail to agree on  
27 said compensation, an independent arbitrator shall be appointed and the decision of  
28 the arbitrator shall be binding upon the Parties.



1 11.2. Upon such termination, CONSULTANT shall immediately turn over to ICTC any  
2 and all copies of videotapes, studies, sketches, drawings, computations and other  
3 data, whether or not completed, prepared by CONSULTANT in connection with this  
4 Agreement. Such materials shall become the permanent property of ICTC.

5 **12. INSPECTION**

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

12 **13. OWNERSHIP OF MATERIALS**

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

16 **14. INTEREST OF CONSULTANT**

17 14.1. CONSULTANT covenants that it presently has no interest, and shall not acquire any  
18 interest, direct or indirect, financial or otherwise, which would conflict in any  
19 manner or degree with the performance of the services hereunder.

20 14.2. CONSULTANT covenants that, in the performance of this Agreement, no sub-  
21 contractor or person having such an interest shall be employed.

22 14.3. CONSULTANT certifies that no one who has or will have any financial interest  
23 under this Agreement is an officer or employee of ICTC.

24 **15. INDEMNIFICATION**

25 15.1. CONSULTANT agrees to the fullest extent permitted by law to indemnify, defend,  
26 protect and hold ICTC and their respective representatives, officers, directors,  
27 designees, employees, agents, successors and assigns harmless from any and all  
28 claims, expenses, liabilities, causes of action, demands, losses, penalties, attorneys

1 fees and costs, in law or equity, of every kind and nature whatsoever arising out of or  
2 in connection with CONSULTANT'S negligent acts and omissions or willful  
3 misconduct under this Agreement ("Claims"), whether or not arising from the  
4 passive negligence of ICTC, but does not include Claims that are finally determined  
5 to be the result of the sole negligence or willful misconduct of ICTC.

6 **15.2.** CONSULTANT agrees to defend with counsel acceptable to ICTC, indemnify and  
7 hold ICTC harmless from all Claims, including but not limited to:

8 **15.2.1.** Personal injury, including but not limited to bodily injury, emotional injury,  
9 sickness or disease or death to persons including but not limited to ICTC's  
10 respective representatives, officers, directors, designees, employees, agents,  
11 successors and assigns, subcontractors and other third parties and/or damage  
12 to property of anyone (including loss of use thereof) arising out of  
13 CONSULTANT's negligent performance of, or willful misconduct  
14 surrounding, any of the terms contained in this Agreement, or anyone directly  
15 or indirectly employed by CONSULTANT or anyone for whose acts  
16 CONSULTANT may be liable;

17 **15.2.2.** Liability arising from injuries to CONSULTANT and/or any of  
18 CONSULTANT's employees or agents arising out of CONSULTANT's  
19 negligent performance of, or willful misconduct surrounding, any of the terms  
20 contained in this Agreement, or anyone directly or indirectly employed by  
21 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,  
23 rule, regulation, standard, ordinance or statute caused by the negligent action  
24 or inaction, or willful misconduct of CONSULTANT or anyone directly or  
25 indirectly employed by CONSULTANT or anyone for whose acts  
26 CONSULTANT may be liable;

27 **15.2.4.** Infringement of any patent rights which may be brought against ICTC arising  
28 out of CONSULTANT's work;

1 15.2.5. Any violation or infraction by CONSULTANT of any law, order, citation,  
2 rule, regulation, standard, ordinance or statute in any way relating to the  
3 occupational health or safety of employes; and

4 15.2.6. Any breach by CONSULTANT of the terms, requirements or covenants of  
5 this Agreement.

6 15.3. The indemnification provisions of Paragraphs 15.2.1 through 15.2.6 above shall  
7 extend to Claims occurring after this Agreement is terminated as well as while it is  
8 in force.

9 **16. INDEPENDENT CONTRACTOR**

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

17 **17. INSURANCE**

18 17.1. CONSULTANT hereby agrees at its own cost and expense to procure and  
19 maintain during the entire term of this Agreement, and any extended term thereof,  
20 Workers' Compensation, employer's liability, errors and omissions, commercial  
21 or comprehensive general liability (bodily injury and property damage) and  
22 automobile liability insurance (bodily injury and property damage) in a sum  
23 acceptable to ICTC and adequate to cover potential liabilities arising in connection  
24 with the performance of this Agreement and in any event not less than the  
25 minimum limit set forth as follows:

<u>Insurance</u>	<u>Minimum Limit</u>
Workers' Compensation, Coverage A	Statutory
Employers Liability, Coverage B	\$1,000,000
Errors & Omissions Coverage	\$1,000,000

1 Commercial or Comprehensive General Liability \$1,000,000/\$2,000,000  
2 Automobile Liability (owned, hired & non-owned vehicles) \$1,000,000  
3

4 **17.2. Special Insurance Requirements.** All insurance required under paragraph 17 shall:

5 17.2.1. Be procured from an insurer authorized to do business in California.

6 17.2.2. Be primary coverage as respects ICTC and any insurance or self-insurance  
7 maintained by ICTC shall be in excess of CONSULTANT's insurance  
8 coverage and shall not contribute to it.

9 17.2.3. Name ICTC as additional insureds on all policies, except Workers'  
10 Compensation and Employers Liability, and provide that ICTC may  
11 recover for any covered loss suffered by ICTC by reason of  
12 CONSULTANT's negligence.

13 17.2.4. State that it is primary insurance and regards ICTC as additional insureds  
14 and contains a cross-liability or severability of interest clause.

15 17.2.5. Not be canceled, non-renewed or reduced in scope of coverage until after  
16 thirty (30) days written notice has been given to ICTC. However,  
17 CONSULTANT may not terminate such coverage until it provides ICTC  
18 with proof that equal or better insurance has been secured and is in place.  
19 Cancellation or change without the prior written consent of ICTC shall, at  
20 the option of ICTC, be grounds for termination of this Agreement.

21 **17.3. Additional Insurance Requirements.**

22 17.3.1. Complete copies of certificates of insurance for all required coverages  
23 including additional insured endorsements and 30-day notice of  
24 cancellation clause endorsements shall be attached hereto as **Exhibit B** and  
25 incorporated herein; and

26 17.3.2. ICTC is to be notified immediately of all relevant insurance claims. ICTC  
27 is also to be notified if any aggregate insurance limit is exceeded.  
28

1 17.3.3. The comprehensive or commercial general liability shall contain a  
2 provision of endorsements stating that such insurance:

- 3 A. Includes contractual liability;
- 4 B. Does not contain any exclusions as to loss or damage to property  
5 caused by explosion or resulting from collapse of buildings or  
6 structures or damage to property underground, commonly referred to  
7 by insurers as the "XCU Hazards;"
- 8 C. Does not contain a "pro rata" provision which looks to limit the  
9 insurer's liability to the total proportion that its policy limits bear to  
10 the total coverage available to the insured; and
- 11 D. Does not contain an "excess only" clause which requires the  
12 exhaustion of other insurance prior to providing coverage.

13 17.4. Deposit of Insurance Policy. Promptly on issuance, reissuance, or renewal of any  
14 insurance policy required by this Agreement, CONSULTANT shall, if requested  
15 by ICTC, produce satisfactory evidence that insurance policy premiums have been  
16 paid together with a duplicate copy of the policy or a certificate evidencing the  
17 policy and executed by the insurance company issuing the policy or its authorized  
18 agent.

19 17.5. Additional Insurance. Nothing in this, or any other provision of this Agreement,  
20 shall be construed to preclude CONSULTANT from obtaining and maintaining any  
21 additional insurance policies in addition to those required pursuant to this  
22 Agreement.

23 18. ASSIGNMENT

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

27 ///

28 ///

1 **19. NON-DISCRIMINATION**

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

19 **20. NOTICES AND REPORTS**

20 **20.1.** All notices and reports under this Agreement shall be in writing and may be given  
21 by personal delivery or by mailing by certified mail, addressed as follows:

<p>22 <u>ICTC</u> 23 Executive Director 24 ICTC 25 1405 N. Imperial Ave., Suite 1 26 El Centro, CA 92243</p>	<p><u>CONSULTANT</u> Attn: Carlos Ortiz Hernandez C.O.H. &amp; Associates, Inc. 315 Meigs Road, Suite A-137 Santa Barbara, CA 93109</p>
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1       **20.2.** All notices and reports under this Agreement may be given by personal delivery or  
2           by mailing by certified mail at such other address as either Party may designate in  
3           a notice to the other Party given in such manner.

4       **20.3.** Any notice given by mail shall be considered given when deposited in the United  
5           States Mail, postage prepaid, addressed as provided herein.

6       **21.    ENTIRE AGREEMENT**

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

11       **22.    MODIFICATION**

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

14       **23.    SEVERABILITY**

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

17       **24.    WAIVER**

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

21       **25.    CHOICE OF LAW**

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

25       **26.    ATTORNEY'S FEES**

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

1 **27. AUTHORITY**

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

4 27.1. He/she is duly authorized to execute and deliver this Agreement on behalf of  
5 CONSULTANT;

6 27.2. Such execution and delivery is in accordance with the terms of the Articles of  
7 Incorporation or Partnership, any by-laws or Resolutions of CONSULTANT and;

8 27.3. This Agreement is binding upon CONSULTANT accordance with its terms.

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

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

14 **29. TERM OF AGREEMENT**


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

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

18 **IMPERIAL COUNTY TRANSPORTATION**  
19 **COMMISSION**

**C.O.H. & ASSOCIATES, INC.**

20  
21 

20  
21 

22 By:  
23 Chairman

22 By: Carlos Ortiz Hernandez

24 **ATTEST:**

25  
26   
27 By: MARK BAZA  
28 Executive Director



1 APPROVED AS TO FORM:

2 MICHAEL L. ROOD  
3 COUNTY COUNSEL

4 *E. R. Havens*

5 \_\_\_\_\_  
6 By: Eric Havens  
7 Deputy County Counsel

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**COH &  
ASSOCIATES INC.**

Transportation Planning & Programming Services



## **Proposed Work Plan**

Fiscal Years 2014-15 & 2015-16

## **Transportation Consultant Services**

Submitted to: Imperial County Transportation Commission

April 7, 2014

**Table of Contents**

**A. WORKPLAN ..... 1**  
**B. SCHEDULE..... 2**  
**C. COST PROPOSAL ..... 2**

## **A. WORK PLAN**

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

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

The proposed Work Plan is presented below in four tasks:

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

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

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

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

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

Provide project-planning support services in support of State and Federal programming and funding requirements as needed, including staff training.

**TASK 4: Development of the 2016 STIP**

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

**B. SCHEDULE**

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

<b>Task</b>	<b>Total Hours</b>	<b>FY14-15 Hours</b>	<b>FY15-16 Hours</b>
1	125	65	60
2	44	22	22
3	24	12	12
4	65	10	55
<b>Total</b>	<b>258</b>	<b>109</b>	<b>149</b>

**C. COST PROPOSAL**

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

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

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

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

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

# **EXHIBIT “2”**

## **Table of Contents**

<b>A. WORKPLAN .....</b>	<b>1</b>
<b>B. SCHEDULE.....</b>	<b>2</b>
<b>C. COST PROPOSAL .....</b>	<b>2</b>

## **A. WORK PLAN**

COH & Associates, Inc. is very pleased to submit this proposed work plan to the Imperial County Transportation Commission (ICTC) to provide on-call transportation consultant services for Fiscal Years 2016-17 and 2017-18, starting July 1, 2016 and ending June 30, 2018.

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

The Scope of Work is presented below.

### **TASK 1: Transportation Funding Grant Activities**

COH & Associates, Inc. will assist ICTC staff to develop and submit project funding grant applications administered by, but not limited to, federal and state agencies, including but not limited to:

- Writing grant applications.
- Conducting required project analysis including Benefit-Cost Analysis (BCA), accident rates and estimate of system users.
- Developing project maps, figures and graphs.
- Producing project updates and reports as required.

### **TASK 2: Project Planning Support- Federal and State Programs**

Provide project-planning support services in support of State and Federal programming and funding requirements as needed, including staff training.



**TASK 3: State Transportation Improvement Program (STIP)**

Assist with monitoring the ICTC 2016 State Transportation Improvement Program (STIP), the development of the 2018 STIP, and amendments to the STIP as necessary. Activities include working with ICTC staff and Caltrans to implement the program, complete programming documents, draft ICTC staff reports, and attend meetings as directed by ICTC. Activities also include development of the 2018 STIP and preparation of documents related to changes to the 2016 STIP, if any.

**B. SCHEDULE**

Project Start: July 1, 2016; Project End: June 30, 2018 (2 Years)

<b>Task</b>	<b>Total Hours</b>	<b>FY16-17 Hours</b>	<b>FY17-18 Hours</b>
1	225	113	112
2	113	28	85
3	37	18	19
<b>Total</b>	<b>375</b>	159	216

**C. COST PROPOSAL**

**FY 2016-17: \$160.00 per hour (fully-loaded hourly rate)**

159 Hours X \$160.00/hour = \$25,440

**FY 2017-18: \$160.00 per hour (fully-loaded hourly rate)**

216 Hours X \$160.00/hour = \$34,560

**TOTAL = \$60,000.00 over two years.**

# VI. ACTION CALENDAR

D. IVT—FIXED ROUTE TRANSIT SERVICES OPERATING AGREEMENT, FY 2017-2019, MODIFICATION #7



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

July 7, 2016

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

**SUBJECT: IMPERIAL VALLEY TRANSIT (IVT) – Fixed Route Transit Services  
Operating Agreement, Fiscal Year 2017-2019, Modification #7**

Dear Committee Members:

**IVT** is the public fixed route bus system operated by First Transit, Inc. The ICTC administers and manages the fixed route contract on behalf of the member agencies. The service operates in tandem with **IVT ACCESS** for persons with disabilities, with coordinated service schedules and services areas. There currently is an average of 73,000 passenger trips a month, Monday through Sunday. The services are provided by a fleet of 40 ft. and 22 ft. ramp or wheel chair lift equipped buses. The contract is for a five year period with a three year extension from FY 2016-17 through FY 2018-19.

Within the last five years, the Commission has approved numerous transit service adjustments in contract modifications ,which included the expansion of service hours for the IVC Express routes between Calexico and El Centro for the college students, additional service hours on Saturdays, the addition of limited service hours on Sundays, an afternoon weekday trip for the Brawley “FAST”, and developed a new weekday roundtrip Holtville / El Centro “FAST” route, the implementation of 35 minute headways to reduce wait times between Calexico and El Centro and the IVT Gold line in the City of Brawley.

In April 2014, the Commission also approved the purchase of the ten (10) 2012 Gillig transit buses from First Transit Inc. The contract was last modified in June 2014 in order to revise (reduce) the cost and subsidy amounts due to a reduction in pricing due to the ICTC owned vehicles. In addition, specific language was added regarding roles and responsibilities for the care and maintenance of the public agency owned equipment. Since that time, ICTC has purchased an additional six (6) 2015 Gillig transit buses and six (6) 2016 cutaways.

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

July 7, 2016

This modification is for the final three year period allowed in the eight year contract. At the conclusion of that three year period, ICTC will be required to conduct a competitive bid for IVT for another multi year period.

First Transit, Inc. has been responsive to all of the Commission requests and continues to provide a high quality and valuable service to the community. This contract employs approximately 62 people who live and work in Imperial Valley with their families.

Funding for this service is derived from the State's Transportation Development ACT (TDA) Fund, the State Transit Assistance Fund, as well as, the Federal Transit Administration (FTA) and is available in the FY 2016-17 ICTC Overall Work Program and Budget.

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

1. Authorize the Chairperson to sign the modification #7 to the operating agreement with First Transit Inc. for the continued operation of Imperial Valley Transit, effective July 1, 2016 with an annual not to exceed operating subsidy, with an annual not to exceed up to 5% marketing allowance, and with an annual fuel escalator clause:
  - a. For the period July 1, 2016 through June 30, 2017, the annual not to exceed subsidy is set at \$2,600,599.
  - b. For the period July 1, 2017 through June 30, 2018, the annual not to exceed subsidy is set at \$2,677,086.
  - c. For the period July 1, 2018 through June 30, 2019, the annual not to exceed subsidy is set at \$2,743,965.

Sincerely,

MARK BAZA  
Executive Director

BY:



Kathi Williams  
Senior Transit Planner

MB/ksw/cl

1 SEVENTH AMENDMENT TO AGREEMENT

2  
3 This Seventh Amendment to Agreement for fixed-route transit services (“Amendment”), made and  
4 entered into effective this \_\_\_\_\_, 2016 is by and between the IMPERIAL COUNTY  
5 TRANSPORTATION COMMISSION (“ICTC”), and FIRST TRANSIT, INC., a Delaware corporation  
6 qualified to do business in California (“PROVIDER”).

7 **WITNESSETH**

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

10 **WHEREAS**, ICTC entered into that certain First Amendment to Agreement dated August 22,  
11 2012, hereinafter the “FIRST AMENDMENT”, and attached hereto as **Exhibit “2”**; and

12 **WHEREAS**, ICTC entered into that certain Second Amendment to Agreement dated May 27,  
13 2013, hereinafter the “SECOND AMENDMENT”, and attached hereto as **Exhibit “3”**; and

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

16 **WHEREAS**, ICTC entered into that certain Fourth Amendment to Agreement dated November  
17 13, 2013, hereinafter the “FOURTH AMENDMENT”, and attached hereto as **Exhibit “5”**; and

18 **WHEREAS**, ICTC entered into that certain Fifth Amendment to Agreement dated December 11,  
19 2013, hereinafter the “FIFTH AMENDMENT”, and attached hereto as **Exhibit “6”**; and

20 **WHEREAS**, ICTC entered into that certain Sixth Amendment to Agreement dated June 25,  
21 2014, hereinafter the “SIXTH AMENDMENT”, and attached hereto as **Exhibit “7”**; and

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

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

26 **WHEREAS**, during the course of the performance of that Agreement the Parties became aware  
27 that modifications to the insurance and indemnity provisions were necessary; and

28 **WHEREAS**, the Parties agree to make such modifications; and

1           **WHEREAS**, Subsection 1.2 of the Agreement provides that the Agreement may be extended up  
2 to three (3) times as follows: from July 1, 2016 through June 30, 2017; from July 1, 2017 through June  
3 30, 2018; and from July 1, 2018 through June 30, 2019.

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

6 1.       The Agreement is hereby extended from July 1, 2016 through June 30, 2017; from July 1, 2017  
7 through June 30, 2018; and from July 1, 2018 through June 30, 2019.

8 2.       Paragraphs 8.1.1 and 8.1.2 of the Agreement are hereby amended and shall read as follows:

9           **8.1.1.** “Compensation for services provided for under the Scope of Work: “Imperial Valley  
10 Transit Fixed-Route Bus Services Scope of Work FY 2016-17 through FY 2018-  
11 2019” shall be as follows:

12           **8.1.1.1.**For the period July 1, 2016 through June 30, 2017, the cost is identified as  
13                       \$3,133,253.00. The fare box is established at 17%; therefore the annual  
14                       not-to-exceed subsidy will be \$2,600,599.00.

15           **8.1.1.2.**For the period July 1, 2017 through June 30, 2018, the cost is identified as  
16                       \$3,225,406.00. The fare box is established at 17%; therefore the annual  
17                       not-to-exceed subsidy will be \$2,677,086.00.

18           **8.1.1.3.**For the period July 1, 2018 through June 30, 2019, the cost is identified as  
19                       \$3,305,982.00. The fare box is established at 17%; therefore the annual  
20                       not-to-exceed subsidy will be \$2,743,965.00.

21           **8.1.1.4.**The fare box recovery ratio calculated and required annually during the  
22                       course of this Agreement is subject to the deduction of normal  
23                       Transportation Development Act operating cost exclusions. PROVIDER  
24                       shall provide all operating cost exclusions to ICTC.

25           **8.1.1.5** In the event that the required fare box revenue is not achieved on an  
26                       annual basis, the PROVIDER may be allowed to request compensation  
27                       from the ICTC for reimbursement up to the agreed upon annual cost. The  
28                       lack of attainment for the annual fare box revenue must not be due to

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

5 **8.1.2.** Compensation for services provided for under the Scope of Work: "Imperial Valley  
6 Transit – Blue and Green Lines Fixed-Route Bus Services Scope of Work FY 2016-  
7 17 through FY 2018-2019" shall be as follows:

8 **8.1.2.1.** For the period July 1, 2016 through June 30, 2017, the cost is identified as  
9 \$650,359.00. The fare box ratio is established at 5%; therefore the annual  
10 not-to-exceed subsidy will be \$617,841.00.

11 **8.1.2.2.** For the period July 1, 2017 through June 30, 2018, the cost is identified as  
12 \$664,075.00. The fare box ratio is established at 5%; therefore the annual  
13 not-to-exceed subsidy will be \$630,871.00.

14 **8.1.2.3.** For the period July 1, 2018 through June 30, 2019, the cost is identified as  
15 \$675,235.00. The fare box ratio is established at 5%; therefore the annual  
16 not-to-exceed subsidy will be \$641,473.00.

17 **8.1.2.4.** The fare box recovery ratio calculated and required annually during the  
18 course of this Agreement is subject to the deduction of normal  
19 Transportation Development Act operating cost exclusions. PROVIDER  
20 shall provide all operating cost exclusions to ICTC.

21 **8.1.2.5.** In the event that the required fare box revenue is not achieved on an  
22 annual basis, the PROVIDER may be allowed to request compensation  
23 from the ICTC for reimbursement up to the agreed upon annual cost. The  
24 lack of attainment for the annual farebox revenue must not be due to  
25 circumstances affecting the quality of transit service within the  
26 PROVIDER's control e.g. ICTC's documentation of poor maintenance  
27 affecting the reliability of service or passenger comfort on vehicles, or  
28 inappropriate behavior by customer service staff or vehicle drivers."

1 3. Paragraph 24 of the Agreement is hereby deleted and a new Paragraph 24 is added to read as  
2 follows:

3 **“24. INSURANCE**

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

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

17 \$20,000,000 per occurrence for bodily injury and property damage

18 \$20,000,000 per occurrence for personal and advertising injury

19 \$20,000,000 aggregate for products and completed operations

20 \$20,000,000 general aggregate

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

26 (iii) FIDELITY BOND/CRIME insurance which shall be at least as broad as the most  
27 current version of Insurance Services Office (ISO) Commercial Crime Coverage Form CR 00 20  
28 and include coverage for employee theft, forgery or alteration, inside the premises – theft of



1 money and securities, inside the premises –robbery or safe burglary, outside the premises,  
2 computer fraud, funds transfer fraud and money orders and counterfeit paper currency, with  
3 limits of liability of not less than \$50,000 per claim/occurrence.

4 (iv) WORKERS' COMPENSATION insurance as required under the California Labor  
5 Code.

6 (v) EMPLOYERS' LIABILITY insurance with limits of liability of not less than  
7 \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each  
8 employee.

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

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

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

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

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

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 agents as an  
8 additional insured. Such policy(ies) of insurance shall be endorsed so Provider's insurance shall  
9 be primary and no contribution shall be required of ICTC. The coverage shall contain no special  
10 limitations on the scope of protection afforded to ICTC, its board members, officers, employees  
11 and agents. The Fidelity Bond/Crime insurance policy shall name the ICTC as a loss payee. The  
12 Workers' Compensation insurance policy shall contain a waiver of subrogation as to ICTC, its  
13 board members, officers, employees and agents.

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

20 If at any time during the life of this Agreement or any extension, Provider or any of its  
21 subcontractors fail to maintain any required insurance in full force and effect, all work under this  
22 Agreement shall be discontinued immediately, and all payments due or that become due to  
23 Provider shall be withheld until notice is received by ICTC that the required insurance has been  
24 restored to full force and effect and that the premiums therefore have been paid for a period  
25 satisfactory to ICTC. Any failure to maintain the required insurance shall be sufficient cause for  
26 ICTC to terminate this Agreement. No action taken by ICTC hereunder shall in any way relieve  
27 Provider of its responsibilities under this Agreement.  
28

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

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

15 4. Paragraph 29 of the Agreement is hereby deleted and a new Paragraph 29 is added to read as  
16 follows:

17 **“29. INDEMNIFICATION**

18 To the furthest extent allowed by law, Provider shall indemnify, hold harmless and defend ICTC  
19 and each of its board members, officers, employees and agents from any and all loss, liability,  
20 fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability,  
21 including but not limited to personal injury, death at any time and property damage) incurred by  
22 ICTC, Provider or any other person, and from any and all claims, demands and actions in law or  
23 equity (including attorney's fees and litigation expenses), arising or alleged to have arisen  
24 directly or indirectly out of performance of this Agreement. Provider’s obligations under the  
25 preceding sentence shall apply regardless of whether ICTC and each of its board members,  
26 officers, employees and agents are actively or passively negligent, but shall not apply to any loss,  
27 liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence, or  
28

1 caused by the willful misconduct, of ICTC or its board members, officers, employees and  
2 agents.

3 If Provider should subcontract all or any portion of the work to be performed under this  
4 Agreement, Provider shall require each subcontractor to indemnify, hold harmless and defend  
5 ICTC and each of its board members, officers, employees and agents in accordance with the  
6 terms of the preceding paragraph.

7 This section shall survive termination or expiration of this Agreement.”

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

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

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

12 **IMPERIAL COUNTY**  
13 **TRANSPORTATION COMMISSION:**

**PROVIDER:**

14  
15  
16 By: \_\_\_\_\_

17 Chairman

14  
15  
16 By:  \_\_\_\_\_

17 NICK PROMPONAS  
18 Senior Vice President

19 ATTEST:

20  
21 \_\_\_\_\_  
22 CRISTI LERMA  
23 Secretary to the Commission

APPROVED AS TO FORM:

KATHERINE TURNER  
COUNTY COUNSEL

24  
25 By:  \_\_\_\_\_  
26 Eric Havens  
27 Deputy County Counsel  
28

# VI. ACTION CALENDAR

E. IVT ACCESS—ADA PARATRANSIT SERVICE OPERATING AGREEMENT, FY 2017-2019, MODIFICATION #3



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

July 7, 2016

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

**SUBJECT: IVT ACCESS – ADA Paratransit Service Operating Agreement  
Fiscal Year 2017-2019, Modification #3**

Dear Committee Members:

**IVT ACCESS** is the complementary public paratransit service bus system operated by First Transit, Inc. The ICTC administers and manages the demand response contract per the Americans with Disabilities Act (ADA), on behalf of the member agencies. The service operates in tandem with **Imperial Valley Transit (IVT)**, yet is designed for persons with disabilities, with coordinated service schedules and services areas. There currently is an average of 2,900 passenger trips a month, Monday through Sunday. The services are provided by a fleet of ten (10) 22 ft. wheel chair lift equipped cutaway style buses.

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

In January 2016, the Commission also approved the purchase of the eleven (11) 2016 Cutaway style buses to replace the buses owned by First Transit Inc. Smaller, more maneuverable cutaway style buses were purchased in order to be able to get in and out of the medical office and hospital area parking lots. The vehicles were delivered in June 2016 and the contract can now be modified in order to revise (reduce) the cost and subsidy amounts due to a reduction in pricing due to the ICTC owned vehicles. In addition, specific language should be added regarding roles and responsibilities for the care and maintenance of the public agency owned equipment.

This modification is for the final three year period allowed in the contract. At the conclusion of that three year period, ICTC will be required to conduct a competitive bid for IVT ACCESS for another multi year period.

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

First Transit, Inc. has been responsive to all of the Commission requests and continues to provide a high quality and valuable service to the community. This contract employs approximately 23 persons who live and work in Imperial Valley and their families.

Funding for these services is derived from the State's Transportation Development ACT (TDA) Fund, the State Transit Assistance Fund, as well as, the Federal Transit Administration (FTA) and is available in the FY 2013-14 ICTC Overall Work Program and Budget.

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

1. Authorize the Chairman to sign a modification #3 to the operating agreement with FIRST TRANSIT, INC. for the continued operation of IVT ACCESS contract effective July 1, 2016 with an annual not to exceed annual operating subsidy, with an annual not to exceed up to 5% marketing allowance, with an annual fuel escalator clause:
  - a. For the period July 1, 2016 through June 30, 2017, the annual not to exceed subsidy is set at \$1,437,068.
  - b. For the period July 1, 2017 through June 30, 2018 the annual not to exceed subsidy is set at \$1,476,122.
  - c. For the period July 1, 2018 through June 30, 2019, the annual not to exceed subsidy is set at \$1,513,909.

Sincerely,

MARK BAZA  
Executive Director

BY: 

Kathi Williams  
Senior Transit Planner

MB/ksw/cl

attachment

1 **THIRD MODIFICATION OF AGREEMENT**

2 This Third Modification to Agreement for ADA Paratransit services, made and entered into  
3 effective the \_\_\_\_\_ day of \_\_\_\_\_ 2016, is by and between the IMPERIAL COUNTY  
4 TRANSPORTATION COMMISSION ("ICTC") and FIRST TRANSIT, INC., a Delaware corporation  
5 qualified to do business in California ("PROVIDER"), (individually, "Party" collectively, "Parties").

6 **WITNESSETH**

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

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

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

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

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

17 **WHEREAS**, during the course of the performance of that AGREEMENT the Parties became  
18 aware that modifications to the insurance and indemnity provisions were necessary; and

19 **WHEREAS**, the Parties agree to make such modifications; and

20 **WHEREAS**, Paragraph 1.2 of the AGREEMENT provides that the AGREEMENT may be  
21 extended up to three (3) times as follows: from July 1, 2016 through June 30, 2017; from July 1, 2017  
22 through June 30, 2018; and from July 1, 2018 through June 30, 2019.

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

- 25 1. The AGREEMENT is hereby extended from July 1, 2016 through June 30, 2017; from July 1,  
26 2017 through June 30, 2018; and from July 1, 2018 through June 30, 2019.
- 27 2. Paragraph 8.1 of the AGREEMENT is hereby amended and shall read as follows:  
28



1           **8.1**     "A fixed hourly rate shall apply for each vehicle service or revenue hour. The fixed  
2           hourly rate shall apply for the assigned fiscal year unless modifications are agreed to  
3           during the year. Vehicle revenue hours will be calculated based upon the actual time  
4           that each revenue service vehicle is in service and available to passengers. Vehicle  
5           revenue hours are identified by the schedule listing in the "Riders Guide." Vehicle  
6           revenue hours shall specifically exclude deadhead hours, including time for travel to  
7           and from the first stop and after the last stop, storage facilities, fueling facilities, road  
8           tests, inspections training, personnel lunches and breaks. The fixed hourly rate shall  
9           compensate PROVIDER for all hourly cost elements. Compensation for services  
10          provided shall be as follows:

11          **8.1.1**   For the period July 1, 2016 through June 30, 2017, the cost is identified as  
12                    \$1,596,742.00. The fare box ratio is established at 10%; therefore the annual  
13                    not-to-exceed subsidy will be \$1,437,068.00.

14          **8.1.2**   For the period July 1, 2017 through June 30, 2018, the cost is identified as  
15                    \$1,640,136.00. The fare box ratio is established at 10%; therefore the annual  
16                    not-to-exceed subsidy will be \$1,476,122.00.

17          **8.1.3**   For the period July 1, 2018 through June 30, 2019, the cost is identified as  
18                    \$1,682,121.00. The fare box ratio is established at 10%; therefore the annual  
19                    not-to-exceed subsidy will be \$1,513,909.00.

20          **8.1.4**   The fare box recovery ratio calculated and required annually is subject to the  
21                    deduction of normal Transportation Development Act operating cost exclusions.  
22                    PROVIDER shall provide all operating cost exclusions to ICTC.

23          **8.1.5**   In the event that the required fare box revenue is not achieved on an annual  
24                    basis, PROVIDER may be allowed to request compensation from the ICTC for  
25                    reimbursement up to the agreed upon annual cost. The lack of attainment for the  
26                    annual fare box revenue must not be due to circumstances affecting the quality  
27                    of transit service within PROVIDER'S control. "e.g. ICTC's documentation of  
28

1 poor maintenance affecting the reliability of service or passenger comfort on  
2 vehicles, or inappropriate behavior by customer service staff or vehicle drivers.”

3 3. A new paragraph 18.18 is added as follows:

4 “18.18 Any and all ICTC-owned buses used by PROVIDER in providing this ADA paratransit  
5 service shall be maintained pursuant to the terms of the document entitled “BUS MAINTENANCE”,  
6 attached hereto as EXHIBIT “C” and incorporated herein by this reference.”

7 4. Paragraph 26 of the AGREEMENT is hereby deleted and a new Paragraph 26 is added to read  
8 as follows:

9 “26. INSURANCE

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

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

23 \$20,000,000 per occurrence for bodily injury and property damage

24 \$20,000,000 per occurrence for personal and advertising injury

25 \$20,000,000 aggregate for products and completed operations

26 \$20,000,000 general aggregate

27 (ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least  
28 as broad as the most current version of Insurance Service Office (ISO) Business Auto Coverage

1 Form CA 00 01, and include coverage for all owned, hired, and non-owned automobiles or  
2 other licensed vehicles (Code 1 - Any Auto) with limits of liability of not less than \$20,000,000  
3 per accident for bodily injury and property damage.

4 (iii) FIDELITY BOND/CRIME insurance which shall be at least as broad as the  
5 most current version of Insurance Services Office (ISO) Commercial Crime Coverage Form  
6 CR 00 20 and include coverage for employee theft, forgery or alteration, inside the premises –  
7 theft of money and securities, inside the premises –robbery or safe burglary, outside the  
8 premises, computer fraud, funds transfer fraud and money orders and counterfeit paper  
9 currency, with limits of liability of not less than \$50,000 per claim/occurrence.

10 (iv) WORKERS' COMPENSATION insurance as required under the California  
11 Labor Code.

12 (v) 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 Should Provider maintain higher limits than the minimum limits shown above, ICTC requires  
16 and shall be entitled to coverage for the higher limits maintained by Provider. Any available  
17 insurance proceeds in excess of the specified minimum limits of insurance and coverage shall  
18 be available to ICTC.

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

22 Provider shall be responsible for payment of any deductibles contained in any insurance  
23 policies required hereunder and Provider shall also be responsible for payment of any self-  
24 insured retentions. Any deductibles or self-insured retentions must be declared to, and  
25 approved by, the ICTC's Executive Director or his/her designee. At the option of the ICTC's  
26 Executive Director or his/her designee, either: (i) the insurer shall reduce or eliminate such  
27 deductibles or self-insured retentions as respects to ICTC, its board members, officers,  
28 employees and agents; or (ii) Provider shall provide a financial guarantee, satisfactory to

1 ICTC's Executive Director or his/her designee, guaranteeing payment of losses and related  
2 investigations, claim administration and defense expenses. At no time shall ICTC be  
3 responsible for the payment of any deductibles or self-insured retentions.

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

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

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

26 If at any time during the life of this Agreement or any extension, Provider or any of its  
27 subcontractors fail to maintain any required insurance in full force and effect, all work under  
28

1 this Agreement shall be discontinued immediately, and all payments due or that become due to  
2 Provider shall be withheld until notice is received by ICTC that the required insurance has been  
3 restored to full force and effect and that the premiums therefore have been paid for a period  
4 satisfactory to ICTC. Any failure to maintain the required insurance shall be sufficient cause  
5 for ICTC to terminate this Agreement. No action taken by ICTC hereunder shall in any way  
6 relieve Provider of its responsibilities under this Agreement.

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

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

22 5. Paragraph 31 of the AGREEMENT is hereby deleted and a new Paragraph 31 is added to read  
23 as follows:

24 **“31. INDEMNIFICATION**

25 To the furthest extent allowed by law, Provider shall indemnify, hold harmless and defend  
26 ICTC and each of its board members, officers, employees and agents from any and all loss,  
27 liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict  
28 liability, including but not limited to personal injury, death at any time and property damage)

1 incurred by ICTC, Provider or any other person, and from any and all claims, demands and  
2 actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to  
3 have arisen directly or indirectly out of performance of this Agreement. Provider's obligations  
4 under the preceding sentence shall apply regardless of whether ICTC and each of its board  
5 members, officers, employees and agents are actively or passively negligent, but shall not apply  
6 to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the active  
7 negligence, or caused by the willful misconduct, of ICTC or its board members, officers,  
8 employees and agents.

9 If Provider should subcontract all or any portion of the work to be performed under this  
10 Agreement, Provider shall require each subcontractor to indemnify, hold harmless and defend  
11 ICTC and each of its board members, officers, employees and agents in accordance with the  
12 terms of the preceding paragraph.

13 This section shall survive termination or expiration of this Agreement.”

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

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

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

18 **IMPERIAL COUNTY**  
19 **TRANSPORTATION COMMISSION:**

20  
21 By: \_\_\_\_\_

22 Chairman

23 **ATTEST:**

24  
25 By: \_\_\_\_\_

26 **CRISTI LERMA**  
27 Secretary to the Commission

**PROVIDER:**

20  
21 By:  \_\_\_\_\_

22 **NICK PROMPONAS**  
23 Senior Vice President

**APPROVED AS TO FORM:**

24  
25 **KATHERINE TURNER**  
26 **COUNTY COUNSEL**

27 By:  \_\_\_\_\_

28 **Eric Havens**  
Deputy County Counsel

## **Exhibit C - BUS MAINTENANCE**

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

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

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

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

### **1. MAINTENANCE PERSONNEL**

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

- 1.1. Bus engines, transmissions, and related mechanical parts.
- 1.2. Methods and procedures used in servicing mechanical equipment.
- 1.3. Bus chassis and bodies.

- 1.4. Tools, precision instruments, equipment, and procedures used in the general repair and maintenance of bus equipment.
- 1.5. Decimals, fractions, and specifications related to bus mechanics.
- 1.6. Specialized areas such as upholstery, brake relining, air conditioning, wheelchair lift or device, fareboxes, electronic destination signs, and laptop computer diagnostic programming.

## 2. MAINTENANCE PERSONNEL SKILLS

- 2.1. Inspect bus engines, transmissions, fuel systems, and other mechanical, electric, and electronic parts and components.
- 2.2. Diagnose bus engine, transmission, fuel systems, and other mechanical, electrical, and electronic parts and component system problems.
- 2.3. Repair bus engines, transmissions, fuel systems and other mechanical, electrical, and electronic parts and components when necessary.
- 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.

## 3. PREVENTIVE MAINTENANCE

Contractor 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 Contractor, 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.

Contractor 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 Contractor'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 Contractor 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, Contractor must also create and implement PMI functions for the following equipment:

1. 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.

#### 4. MECHANICAL MAINTENANCE PROGRAM

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

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

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

At a minimum, the Maintenance Program must provide that:

- 4.1. All wheelchair lifts, ramps, and other accessibility-related equipment shall be inspected, serviced and lubricated at intervals necessary to insure that all accessibility features are fully operational whenever the vehicle is used in revenue service.
- 4.2. Fareboxes, radios, destination signs, public address systems, request-to-stop systems, and passenger doors shall be inspected, serviced and lubricated at intervals necessary to ensure that this equipment is fully operational as designed whenever the vehicle is used in revenue service.
- 4.3. At scheduled oil change intervals, a laboratory engine and transmission oil analysis shall be performed on every ICTC-provided bus engine or transmission. The analysis program used by Contractor shall be subject to approval by ICTC.

- 4.4. Brake inspections and adjustments shall be performed at intervals that insure the safe and efficient operation of the braking system. Brakes must be fully inspected, at a minimum, of 3,000 miles at the "A" inspection.
- 4.5. All components of the bus bodies, appurtenances, and frames shall be maintained in a safe, sound and undamaged condition at all times. Damage (including body damage and all bus appurtenances) shall be repaired in a professional manner within three weeks (21 calendar days) of occurrences. In the event that the repairs cannot be made within three weeks due to the severity of damage, and/or backorder of parts not typically in Contractor's inventory, Contractor shall work with ICTC to establish a reasonable schedule for completion.
- 4.6. All mechanical, electrical, fluid, air, and/or hydraulic systems shall be maintained in a safe and fully functional (as designed) condition at all times.
- 4.7. The interior passenger compartment shall be free of exhaust fumes from the engine, engine compartment, and exhaust system of the bus at all times.
- 4.8. Heating, ventilation and air conditioning (HVAC) systems shall be maintained and used to insure that the passenger compartment temperature is comfortably maintained under all climatic conditions at all times during revenue service. Contractor shall maintain the A/C systems in an operable condition throughout the entire year.
- 4.9. Bicycle racks (front two position SportWorks) are provided on all buses provided for this service. Contractor shall maintain bicycle racks in good working order. Racks shall be inspected every 3,000 miles with the "A" PMI. Racks may need to be sanded, repainted or polished, or replaced (if not easily repaired).
- 4.10. Contractor, as manager of the fleet, shall establish and maintain a spare parts inventory based on the age and variety of vehicles, sufficient to ensure that peak hour vehicle requirements are met. Vehicles may not be used to supply spare parts for other buses.
- 4.11. ICTC may remove a vehicle from revenue service if ICTC determines that maintenance on any vehicle is not in conformity with the Agreement.
- 4.12. Contractor, as an agent for ICTC in the case of warranted equipment, will be responsible for ensuring that the vehicle manufacturers and all component manufacturers perform or reimburse Contractor for all parts and labor, which are covered under warranty. Contractor shall diligently follow the preventative maintenance program so any warranty coverage on ICTC-owned or provided equipment is not lessened or invalidated.
- 4.13. Upon completion or termination of the Agreement for any reason, Contractor shall return vehicles, and all other ICTC-provided equipment to ICTC less reasonable wear-and-tear, as determined by accepted bus industry standards and approved by ICTC.
- 4.14. Driver and passenger seats shall be maintained in proper operating condition at all times. It shall include, at a minimum, inspection, repair, and replacement for seat cushions, frames, armrests, and all electrical, mechanical, and pneumatic components. All rips, tears, cuts, gum, graffiti and other damage shall be cleaned and/or repaired in a professional manner immediately upon their discovery. Contractor shall replace seat covers that are worn or cannot be professionally repaired, using materials that are identical in design and color as those materials being replaced.

- 4.15. Contractor is responsible for all towing services related to this AGREEMENT.
- 4.16. Tire maintenance and replacement are the responsibility of the Contractor. Any new buses delivered during the Agreement will be delivered with tires purchased by ICTC as part of the bus procurement. Any replacements for these original tires will be the responsibility of the Contractor when the original tires require replacement.
- 4.17. Steam cleaning of engine compartments of buses shall be carried out with Contractor equipment on a regular basis. It is expected that the engine compartment be steam cleaned or pressure washed (at high temperature) prior to every "A" inspection at 3,000 miles.

## 5. MAINTENANCE SHOP PRACTICES

- 5.1. The Contractor provided Maintenance Manager shall verify the quality of the work performed, and add his/her signature to the PMI Inspection form.
- 5.2. Tires shall always be matched (by manufacturer, size, and tread pattern) on each axle. Contractor shall follow manufacturer's recommended guidelines for wheel maintenance and cleaning. Contractor shall clean all wheels weekly and re-paint steel wheels as necessary.
- 5.3. Broken or cracked glass or window liners shall be replaced immediately upon discovery. No buses shall enter into revenue service with broken or cracked glass at any time. Scratched or etched glass or window liners shall be replaced weekly, unless significant damage or offensive in nature, which shall require immediate replacement.
- 5.4. Bus Brake Replacement
  - 5.4.1. Both brakes on an axle will be replaced at the same time.
  - 5.4.2. Wheel seals will be replaced with every brake job, and bearings will be checked.
- 5.5. Other
  - 5.5.1. Cradle motor mounts shall be replaced in pairs.
  - 5.5.2. Radiators shall be re-cored or replaced at the time of engine replacement.
  - 5.5.3. Bus maintenance and storage facilities shall be free of freestanding water. All oil, grease, fluids, dirt, trash, rags, boxes, etc. shall be removed from bus maintenance and storage facilities daily. ICTC may inspect shop condition on a regular basis.

## 6. BUS MAINTENANCE RECORD KEEPING

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

- 6.1. Year and Make
- 6.2. Model
- 6.3. Serial number/ICTC fleet number

- 6.4. License number
- 6.5. Vehicle Identification Number (VIN)
- 6.6. Date received
- 6.7. Date placed in service
- 6.8. Annual miles
- 6.9. Contract miles
- 6.10. Life miles
- 6.11. Major Component Rebuild and Replacement including date and life-miles
- 6.12. Vehicle repairs
- 6.13. Preventive Maintenance Inspection Reports
- 6.14. Daily "Bus Condition" reports
- 6.15. Work Orders

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

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

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

## 7. SAFETY

- 7.1. ICTC will require that the Motor Carrier Unit of the CHP annually prepare and submit to ICTC a Safety Compliance Report (CHP 343) and Vehicle Inspection Reports (CHP 343A). Contractor shall fully cooperate with, and allow access as requested to, any CHP officer, or agent, for the purposes of preparing the CHP 343. Contractor must attain satisfactory ratings in each category of the Safety Compliance Report. Contractor must expeditiously correct any deficiencies noted on any CHP vehicle or terminal inspection report.
- 7.2. ICTC requires that Contractor regularly inspect and maintain all safety equipment used or required in the fulfillment of this Agreement. Contractor is responsible for purchasing, at its own cost, replacement fire extinguishers, first aid kits, first aid kit refill supplies, and triangle reflector kits sufficient to ensure that spares are always available and that the operation maintains compliance with local, state, and federal safety regulations. Drivers' daily vehicle inspection shall include a check of the fire extinguisher and triangle reflector kit. Used, missing, or broken items must be replaced as soon as practicable. All vehicle and facility fire extinguishers shall be inspected and tagged no less frequently than annually. First aid kits shall be inspected and professionally serviced at least once per year.

## 8. ICTC REIMBURSEMENT OF ENGINE AND TRANSMISSION REBUILD COSTS

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

- 8.1. After review, ICTC may direct Contractor in writing, to proceed with the recommended work.
- 8.2. Contractor will only be permitted to pass through to ICTC the costs related to any engine or transmission work accomplished following the above-mentioned procedure. ICTC will not be liable for any costs if Contractor does not follow the above-mentioned procedure. Contractor must submit a detailed invoice to ICTC for all such work.
- 8.3. If ICTC determines that such work is necessary due to poor maintenance performance by Contractor, ICTC will not be liable for any costs.
- 8.4. Contractor shall remain responsible for all costs related to repair or replacement of any engine-driven part including, but not limited to, generators, hydraulic pumps, water pumps, fuel pumps, valve covers, oil pans, alternators, voltage regulators, air compressors, air-conditioning compressors, vacuum pumps, starter motors, and turbocharger. Contractor shall also remain responsible for all costs related to repair or replacement of transmission-related parts including, but not limited to, oil coolers, external oil lines, external filters, external linkage modulators, external speedometers/odometers, "driven" gears or sensors, neutral start switches, and temperature sensors.

# VI. ACTION CALENDAR

F. FY 2016-17 REVISED MOU; ICTC—QUECHAN  
INDIAN TRIBE—YCIPTA FOR TURQUOISE ROUTE #10  
AND BLUE ROUTE #5



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

July 7, 2016

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

**SUBJECT: FY 2016-17 Revised Memorandum of Understanding (MOU); ICTC - Quechan Indian Tribe - Yuma County Intergovernmental Public Transit Authority (YCIPTA) for Turquoise Route #10 and Blue Route #5**

Dear Committee Members:

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

The project required the Boards of the three agencies to approve and give final direction on implementation for services. The Turquoise Route 10 started operation in January 2013. The business plan proposed twice daily roundtrips, three days a week on a YCAT bus. The new YCAT route offered travel opportunities that connected in El Centro to IVT intercity and intracity routes at 7th and State Streets. The price was established at a \$2.00 one way fare.

Previously, as a result of the federal transportation bill, *Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP-21)*, the FTA 5311(c) funding would no longer be available to the Quechan Indian Tribe in the future. 5311(c) funding is also known as the Tribal Transit Grant Funding Program and allowed the tribe to apply and be a direct recipient of public transit operational funding. Previously those 5311(c) funds were used to operate the Blue Route 5 in cooperation with YCIPTA. Blue Route 5 is a circulator route with stops in the eastern Imperial County, the Fort Yuma Indian reservation and Yuma. In FY 2015-16 ICTC received a request to share in the cost to provide funding for the Blue Route 5 service, as it does serve eastern Imperial County residents in an amount of \$172,270. However, based on additional funding opportunities for the Quechan Indian Tribe in FY 2016-17, ICTC received a request for \$138,710.32.

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

Through quarterly coordination and evaluation sessions, the current performance measures have determined that while modest, the Turquoise Route 10 and Blue Route 5 have shown a slight increase in ridership over the previous year.

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

Funding for this service is derived from the Transportation Development ACT (TDA) Fund, a contribution from the Quechan Tribe, the YCIPTA organization and passenger fares, and is in the recently approved FY 2016-17 ICTC Overall Work Program and Budget.

The Table for the breakdown of the subsidy allocations is on page 9 of the attached "Eastern Imperial County Transit Services Operations and Implementation Business Plan".

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

1. Authorize the Chairperson to sign the Memorandum of Understanding (MOU) between the Yuma County Intergovernmental Public Transportation Authority (YCIPTA), The Imperial County Transportation Commission (ICTC) and the Quechan Indian Tribe for the continued implementation and operation of a regional connector bus service (YCAT Turquoise #10) between Yuma AZ, Winterhaven and El Centro, California; and, a circulator route from Yuma with stops in the eastern Imperial County area (YCAT Blue #5) effective July 1, 2016 through June 30, 2017 and provide a not to exceed subsidy to the Quechan Tribe and YCIPTA in an amount of \$138,710.32.

Sincerely,

MARK BAZA  
Executive Director

BY: 

Kathi Williams  
Senior Transit Planner

MB/ksw/cl



**FIRST EXTENSION AND AMENDMENT OF MEMORANDUM OF  
UNDERSTANDING BETWEEN THE YUMA COUNTY INTERGOVERNMENTAL  
PUBLIC TRANSPORTATION AUTHORITY, IMPERIAL COUNTY  
TRANSPORTATION COMMISSION AND QUECHAN INDIAN TRIBE FOR TRANSIT  
SERVICES IN EASTERN IMPERIAL COUNTY.**

This Extension and Amendment (“Extension and Amendment”) made and entered into effective \_\_\_\_\_, 2016, is by and between **Yuma County Intergovernmental Public Transportation Authority**, a political subdivision of the State of Arizona (“YCIPTA”), **Imperial County Transportation Commission**, a regional transportation planning agency and political subdivision of the State of California (“ICTC”), and **Quechan Indian Tribe** (“QUECHAN”). The terms “Party” or “Parties” shall mean the collective or individual participants of this Extension.

**WITNESSETH:**

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

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

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

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

**WHEREAS**, YCIPTA, ICTC and QUECHAN wish to extend the term of the MOU for an additional one year term in accordance with paragraph VII.A of the MOU, and to amend the MOU to specify the payments to YCIPTA during the additional year term in accordance with paragraph VIII.J of the MOU, with no other changes.

**NOW THEREFORE**, for and in consideration of the promises and payments herein set forth, YCIPTA, ICTC and QUECHAN have and hereby agree as follows:

1. The MOU shall be extended for an additional one year term effective July 1, 2016 and shall terminate on June 30, 2017 unless the MOU is further extended in accordance with paragraph VII.A of the MOU.

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

**“III. Compensation, Reporting and Performance Standards**

**A. Payments to YCIPTA**

ICTC will pay QUECHAN an amount not to exceed the annual subsidy amount of One Hundred Thirty-Eight Thousand, Seven Hundred Ten Dollars and Thirty-Two Cents (\$138,710.32) to fund Eastern Imperial County Transit Services, as provided for in Section II.B.6 and reflected in Exhibit B. In no event shall ICTC be liable to QUECHAN for payments that exceed One Hundred Thirty-Eight Thousand, Seven Hundred Ten Dollars and Thirty-Two Cents (\$138,710.32)

QUECHAN will pay YCIPTA the monthly costs based on revenue service hours with these ICTC funds along with QUECHAN funds of an amount not to exceed the annual subsidy of Sixty-Eight Thousand, Five Hundred Thirty-Nine Dollars and Twenty-Two Cents (\$68,539.22) to operate Eastern Imperial County Transit Services, to be paid based on revenue vehicle service hours as established through a separate Memorandum of Understanding between YCIPTA and QUECHAN. Such payments are due within thirty (30) days after receipt of invoice and supporting documentation from YCIPTA, as provided for in Section II.B.6 and reflected in Exhibit B. In no event shall QUECHAN be liable to YCIPTA for payments that exceed Sixty-Eight Thousand, Five Hundred Thirty-Nine Dollars and Twenty-Two Cents (\$68,539.22)

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

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

**---SIGNATURES ON THE NEXT PAGE---**

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

**YUMA COUNTY INTERGOVERNMENTAL PUBLIC TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_  
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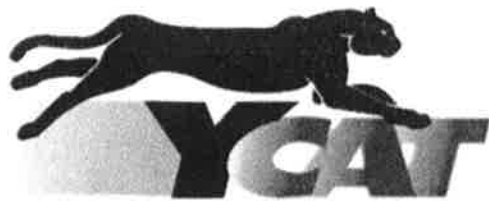
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APPROVED AS TO FORM:

By: \_\_\_\_\_  
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## **Eastern Imperial County Transit Services Operations and Implementation Business Plan**



**Presented by:**  
**Yuma County Intergovernmental Public Transportation Authority**  
**October 2012**  
*Amended October 2013*  
*Amended September 2014*  
*Amended July 2015*  
*Amended April 2016*

**Eastern Imperial County  
Transit Operations and Implementation Business Plan**

**Table of Contents**

Section 1	Overview of Routes Statement of Purpose and Need
Section 2	Roles and Responsibilities
Section 3	Overview of Operating Plan & Funding
Section 4	Marketing and Outreach Plan
Section 5	Additional Details of Operating Plan
<b>Exhibits</b>	1. Schedules and Route Maps Effective July 1, 2015

**Section 1**

**Overview of Routes**

The Yuma County Intergovernmental Public Transportation Authority (“YCIPTA”), on behalf of the Quechan Indian Tribe (“QUECHAN”), is proposing to operate the following transit services in eastern Imperial County effective July 1, 2016:



**Yuma County Area Transit Service Summary – Effective July 1, 2016**

Route Number/Name	Type of Route	Number of Stops	Frequency Of Route	Peak Bus Requirement	Service Hours	Where Does Route Go?
<b>Blue Route 5 Quechan Shuttle</b>	Rural Flex Route	43 Stops	60 minutes	1	7:15 am to 7:10 pm – Monday-Friday 9:15 am to 4:10 pm – Saturday	Flex route service in a counter clockwise direction within the Fort Yuma Indian Reservation and Winterhaven from Paradise Casino via Picacho Road and Interstate 8 to Andrade Port of Entry, Downtown Yuma Transit Center and Quechan Casino Resort.
<b>Turquoise Route 10 Interstate 8/El Centro</b>	Special Service	29 Stops	2 round trips	1	9:15 am to 11:30 am/2:00 pm to 5:30 pm Monday & Wednesday	Fixed route service from Yuma Palms Regional Center to downtown El Centro via Paradise Casino, Winterhaven, Quechan Casino Resort and Interstate 8 with service to Imperial Valley Mall on request.

These routes do not operate on Sundays and major holidays observed by YCIPTA. YCIPTA-observed holidays are: New Year’s Day, Dr. Martin Luther King, Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day. Saturday service operates on the day after Thanksgiving, Christmas Eve and New Year’s Eve. One (1) bus will operate on each route for a maximum peak vehicle demand of two (2) in eastern Imperial County.

YCIPTA shall oversee and operate these routes in conjunction with the QUECHAN and Imperial County Transportation Commission (“ICTC”).

Under the California Transportation Development Act (“TDA”), new routes that are implemented could be exempt from the farebox recovery ratio requirements or other performance measures for three (3) years. Blue Route 5 was treated as a new route for the purposes of the use of TDA funding effective July 1, 2014, and will begin on July 1, 2016, its third year of operations partially funded with TDA funding. Turquoise Route 10 is completing its third year using an exemption due to the route's inability to meet the

18% farebox recovery ratio standard established by ICTC, and will begin on July 1, 2016, its fourth year of operations partially funded with TDA funding.

This business plan reflects amendments approved in April 2016 adjusting the operation of the Turquoise Route 10 to increase its chances of meeting the 12% farebox ratio performance standard and will replace the Regional Connector Operations and Implementation Plan developed in October 2012, and amended in October 2013, September 2014, and July 2015, lastly due to the inclusion of the Blue Route 5 and the re-designation of the business plan to focus on Eastern Imperial County Transit Services. The routes identified in the plan will continue to act as an extension of the Imperial Valley Transit (IVT) system and continue to replace the former IVT Route 3 between Holtville and Winterhaven, California on Wednesdays. IVT Route 3 continues to operate west of Holtville to El Centro, Monday through Saturday.

### **Statement of Purpose and Need**

The purpose of operating transit services in eastern Imperial County is to provide mobility for Winterhaven and Fort Yuma Indian Reservation residents and visitors within eastern Imperial County and to Yuma, Arizona. Six (6) days a week the Blue Route 5 services extend to Andrade Port of Entry as well as providing access to services to Yuma. Two (2) days a week the Turquoise Route 10 services would be extended to El Centro to access services at the County Seat, as well as other quality of life opportunities that are not available in Winterhaven.

Regional and local travel needs were identified below:

- Access to California State and Imperial County agencies and services in El Centro (DMV, courts, Imperial County Public Health Department, Imperial County Department of Social Services).
- Access to medical care in El Centro (health specialists, El Centro Regional Medical Center, Pioneer Memorial Hospital).
- Access to medical care in San Diego, Phoenix (Phoenix Indian Medical Center), and Tucson.
- Access to destinations within Winterhaven and the Fort Yuma Indian Reservation.
- Access to medical care, social services and other destinations in Yuma.

Two (2) studies were completed to assess the potential demand for improved service; Winterhaven Quechan Reservation Rural Connector Report (October, 2007) and the Quechan – Tribal Transit Planning, Service Strategies Report (July, 2011), and a recommendation was derived from these studies to provide a local shuttle connecting the Fort Yuma Indian Reservation with Winterhaven and Yuma as well as a lifeline service connecting the Fort Yuma Indian Reservation with El Centro to provide additional access for the eastern portion of Imperial County with the County Seat.

## **Section 2 Roles and Responsibilities**

**YCIPTA - Operating and Contract Authority and Oversight:** YCIPTA will use its present transit operations contractor (National Express Transit Services Corporation) to operate both Blue Route 5 - Quechan Shuttle and Turquoise Route 10 – Interstate 8/EI Centro/Yuma. However, YCIPTA, in its sole discretion, reserves the right to replace the transit operations contractor with another company or entity as it deems appropriate.

YCIPTA will administer the operating contract; provide the legal operating authority for this transit service as well as umbrella operating insurance through its operations contractor. YCIPTA will receive monthly reports on project operations and program results, as prepared by the operations contractor. YCIPTA's Project Liaison shall be the primary contact between the operations contractor, QUECHAN and ICTC.

**YCIPTA Project Liaison - Planning, Contract Management and Marketing:** YCIPTA shall designate its Transit Director, or designee, as the Project Liaison. The Project Liaison shall conduct daily interactions with the operations contractor, ensuring compliance with all contract terms and conditions, receipt and review of all reports required by the operations contractor, and the coordination of all marketing and promotional programs designed and implemented to support the routes. The Project Liaison will ensure the development and implementation of all programs so that employers, YCIPTA, the contractor, and other partners work together to maximize ridership and the overall effectiveness of the routes.

The Project Liaison shall be responsible for the review and payment of monthly subsidy statements provided by the transit operations and maintenance contractor.

### **ICTC – Supporting Role:**

ICTC will provide a supporting role related to these routes, including providing recommendations to YCIPTA through technical and policy levels, marketing the service in Imperial County and contributing up to One Hundred Thirty-Eight Thousand, Seven Hundred Ten Dollars and Thirty-Two Cents (\$138,710.32) of Transportation Development Act ("TDA") Local Transportation Fund ("LTF") Article 8(c) funds for a continuation of these routes.

### **QUECHAN – Supporting Role:**

QUECHAN will provide a supporting role related to these funds, including providing recommendations to YCIPTA through technical and policy levels, marketing the route on the Fort Yuma Indian Reservation and contributing Sixty-Eight Thousand, Five Hundred Thirty-Nine Dollars and Twenty-Two Cents (\$68,539.22) of Federal Transit Administration ("FTA") Section 5311(c) monies to operate these routes.



YCIPTA would continue to use FTA Section 5307 funds allocated to the Winterhaven area, FTA Section 5311 funds allocated by ADOT to the small portion of the Fort Yuma Indian Reservation that is in Arizona, plus YCIPTA-generated match, fare revenue collected from the routes, and a portion of the Quechan Business Enterprise parking lot in-kind revenue to cover the remaining costs required to operate these routes.

### **Section 3 Overview of Operating Plan**

#### **Route Plans**

The transit service will cover two (2) routes, Blue Route 5, Quechan Shuttle operating between Yuma, Winterhaven and Fort Yuma Indian Reservation, and Turquoise Route 10 between Yuma, Arizona, Winterhaven, California and El Centro via Interstate 8. The routes would be branded under the name Yuma County Area Transit (“YCAT”).

The routes and bus stop placement are subject to concurrence by QUECHAN, City of El Centro, Imperial County and ICTC. YCIPTA staff shall work with the staff from these agencies regarding route changes/development and to obtain approval to place a YCAT bus stop sign in their area of jurisdiction.

Bus stops in the City of Yuma and Fort Yuma Indian Reservation would be coordinated through YCIPTA’s existing encroachment permits for bus stops that are already in place in those jurisdictions.

Imperial Valley Transit (IVT) shall have priority use of its bus stops within the El Centro-Calexico Urbanized Area (“UZA”) as well as other areas of Imperial County served by IVT buses that YCAT would also serve and if a conflict arises where two (2) buses arrive at the bus stop at the same time, IVT’s use of the bus stop shall take priority. IVT’s use of the bus stops shall not, however, unreasonably interfere with YCIPTA’s obligations under this Business Plan and other agreements between YCIPTA, City of El Centro, Imperial County, ICTC and/or QUECHAN.

Exhibit 1 includes the route map, bus stop list and schedules effective July 1, 2015.

The Blue Route 5 will travel 23.9 miles one way, in a clockwise loop from Downtown Yuma Transit Center, through Fort Yuma Indian Reservation and Winterhaven, California serving 41 bus stops. The Turquoise Route 10 will travel 69.4 miles one way, between Yuma, Arizona, and El Centro, California, serving 27 bus stops.

#### **Service Hours**

The service hours, days and routes are outlined in Section One – Overview of Proposed Routes above.

## Fares – Effective January 9, 2012<sup>1</sup>

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

Description	Basic <ul style="list-style-type: none"> <li>• Ages 19-64 years old</li> <li>• Youth ages 5-18 years old without school ID</li> </ul>	Discount <ul style="list-style-type: none"> <li>• Seniors age 65 &amp; older</li> <li>• Persons with Disabilities</li> <li>• Medicare Card Holders</li> <li>• ADA Certified</li> <li>• Student ages 5-18 years old with school ID</li> </ul>	Express Commuter routes for all fare categories
One Way	\$2.00	\$1.00	\$5.00
One Way (Using Smart Card)	\$1.75	\$0.75	\$4.00
Day YCAT Pass	\$5.00 (valued at 2.5 trips)	\$2.50 (valued at 2.5 trips)	\$12.50 (valued at 2.5 trips)
Day YCAT Pass (Using Smart Card)	\$3.50 (valued at 1.75 trips)	\$1.75 (valued at 1.75 trips)	\$10.00 (valued at 2.5 trips)
10-Ride YCAT Pass (Use Smart Card)	\$17.50 (\$1.75 per ride)	\$7.50 (\$0.75 per ride)	\$45.00 (valued at \$4.50 per ride)
31-Day YCAT Pass (Use Smart Card)	\$60.00 (\$1.50 per ride/20 days/2 trips each)	\$30.00 (\$0.75 per ride/20 days/2 trips each)	\$150.00 (valued at \$3.75 per ride/20 days/2 trips each)
Express Fare Up-Charge	\$2.25	\$2.25	N/A

- No transfers – use Day YCAT Pass or pay one-way fares.
- Cocopah Tribe members can ride free by showing their tribal ID card.
- AWC, UA and NAU students and employees can ride free by showing their student ID card with the current semester sticker.
- YPIC Charter High School and Aztec High School students and employees can ride free by showing their student or employee ID card with current semester sticker.
- YRMC and ACCT employees can ride free by showing their employee ID card.
- Children under 5 years old ride free – up to four (4) children; five (5) or more children pay discount fare.
- Smart Card Initial Fee - \$2.00.

<sup>1</sup> Fares are subject to change based upon the costs associated with YCIPTA's operation of the route.

- Lost Smart Card Replacement Fee - \$5.00.
- Yuma Sun or Imperial Valley Press newspaper on buses – \$0.50.
- Class Pass - \$45.00 (Up to 5 adults and 40 students @ \$1.00 per ride).
- This fare structure would be applicable on the evening NightCAT service from AWC/NAU/UA.

### **Ridership Forecasts**

While the two studies identified in Section One did not provide any ridership forecasts, based on historical data in regard to Blue Route 5 and Turquoise Route 10, YCIPTA staff initially projected that approximately fifty (50) passengers may ride Blue Route 5 each operating day and that approximately fifteen (15) passengers may ride Turquoise Route 10 each operating day.

Based on data from YCIPTA in regard to fiscal year 2013-2014, Blue Route 5 carried approximately 4.82 passengers per hour which is an increase from 3.41 from FY12-13, as this was the second fiscal year of the route's operation. (Blue Route 5 started on June 1, 2012). According to YCIPTA's data for fiscal year 2014-2015, Blue Route 5 carried approximately 5.41 passengers per hour, an increase for the third consecutive year since the route's start.

In determining a forecast ridership number for Turquoise Route 10, several factors should be considered. This includes reconciliation of passengers boarding from Winterhaven on IVT Route 3/300/350, the use of the demographic information in the Winterhaven /Quechan Reservation Rural Connector Report and Quechan Service Strategies Report and data from public workshops held by QUECHAN.

Based on data from ICTC in regard to fiscal year 2011-2012, IVT Routes 3/300/350 carried approximately 3.75 passenger trips in the morning and 3.50 passenger trips in the afternoon/evening on Wednesdays. With the transition to Turquoise Route 10, the route performance was 3.41 passengers per hour which is an increase from 2.99 from FY12-13. YCIPTA's data for fiscal year 2014-2015, Turquoise Route 10 carried approximately 6.17 passengers per hour, an increase for the second consecutive year since the route's start on January 7, 2013.

In light of the initial forecasts and actual data described above, the projected ridership for FY 2016-2017 on Blue Route 5 is 6.95 passengers per hour/59.21 per day, while on Turquoise Route 10 it is 6.95 passengers per hour/39.90 per day.

### **Fare Revenue Forecasts**

Based on the projected ridership and historical data for each of the two routes and to take a conservative approach, the fare revenue forecast of Thirty Thousand, Seventeen Dollars and 75 Cents (\$30,017.75) for Blue Route 5 and Seven Thousand, Six Hundred Sixty Dollars and No Cents (\$7,660.00) for Turquoise Route 10 is projected for FY 2016-2017. It is imperative that a fare structure is established to ensure the maximum farebox recovery in compliance with the TDA. As part of the performance measures, ICTC would review the farebox recovery ratio to ensure compliance with TDA

requirements. The proposed farebox ratio and route classification requirements are defined below:

Route	Proposed Classification	Route	Proposed Farebox Recovery Ratio
Blue Route 5	Rural Flex Route		10%
Turquoise Route 10	Special Service		12% (blended rural/urban)

### Cost and Subsidy Projections

ICTC will pay QUECHAN an amount not to exceed the annual subsidy amount of One Hundred Thirty-Eight Thousand, Seven Hundred Ten Dollars and Thirty-Two Cents (\$138,710.32) to fund Eastern Imperial County Transit Services after QUECHAN files a TDA Article 8c claim and supporting documentation with ICTC and QUECHAN will pay YCIPTA the monthly costs based on revenue service hours with these ICTC funds along with QUECHAN funds of an amount not to exceed the annual subsidy of Sixty-Eight Thousand, Five Hundred Thirty-Nine Dollars and Twenty-Two Cents (\$68,539.22) to operate Eastern Imperial County Transit Services, to be paid based on revenue vehicle service hours as established through a separate Memorandum of Understanding between YCIPTA and QUECHAN.

For cost and subsidy projections, see the chart below.

### Performance Standards

Since ICTC would provide TDA-LTF Article 8(c) funds as contributions to this route, the following proposed performance standards would apply towards these routes, and YCIPTA would report these figures to ICTC and QUECHAN monthly. These reports may be reviewed by ICTC's Social Services Transportation Advisory Council.

	1	2	3
	<b>Routes</b>	<b>Blue Route 5</b>	<b>Turquoise Route 10</b>
	<b>Days Operating</b>	<b>Monday-Saturday</b>	<b>Mon, Wed</b>
	<b>Fiscal Year 2016-2017</b>	<b>Budget</b>	<b>Budget</b>
a	Fully Allocated Operating Cost ( <i>minus ADA paratransit, other YCAT hours, YMPO Audit, Vanpool and Greyhound</i> )	\$300,177.55	63,877.43
b	Fare Revenue Collected	\$30,017.75	\$7,660.00
c	Subsidy Required	\$270,159.79	\$56,217.43
d	Quechan Subsidy	\$56,733.56	\$11,805.66
e	ICTC Subsidy	\$114,817.91	\$23,892.41
f	YCIPTA Subsidy	\$98,608.33	\$20,519.36

g	<b>TOTAL SUBSIDY (Over)/Under</b>	<b>\$270,159.79</b>	<b>\$56,217.43</b>
h	Total Miles	89,132.80	27,648.00
i	Total Revenue Miles	87,187.20	26,649.60
j	Total Deadhead Miles	1,945.60	998.40
k	service days	304	96
l	Total Hours	2,692.66	621.72
m	Total Revenue Hours	2,589.30	551.00
n	Total Deadhead Hours	103.36	70.72
o	employees	1.50	1.50
p	Passenger Trips	18,000.0	3,830.0
q	pass/hour	6.95	6.95
r	pass/day	59.21	39.90
s	pass/mile	0.21	0.14
t	cost/pass	\$16.68	\$16.68
u	sub/pass	\$15.01	\$14.68
v	cost/mile	\$3.44	\$2.40
w	cost/hour	\$115.93	\$115.93
x	farebox ratio	10.0%	12.0%
y	FTE (based on 2000 hrs)	0.000750	0.000750
z	Depreciation Adjustments based on Service Miles*	\$34,406	\$34,406
aa	Operating Cost minus Depreciation	\$265,771.55	\$29,471.00
ab	farebox ratio + Adjustments	11.3%	26.0%

According to the TDA requirements, if the farebox recovery ratio remains below the established standard adopted, efforts must be made to modify the route(s) to improve performance within the (3) three year time frame.

As necessary and required by the FTA, financial and non-financial data shall be collected and reported to the National Transit Database (NTD). YCIPTA would report miles both in the Yuma UZA and El Centro-Calexico UZA.

A re-evaluation of the routes occurred at the EICTS Quarterly Meeting held on March 15, 2016, with the conclusion that adjustments were needed to increase the chances of Turquoise Route 10 meeting its 12% farebox ratio performance standard. Several alternatives were developed and reviewed at a follow-up meeting convened on April 4, 2016, and it was agreed to recommend the elimination of Saturday service and the establishment of a "cash only-no passes" fare policy for Turquoise Route 10 to the governing boards of YCIPTA, ICTC and QUECHAN.

Per TDA requirements, a claimant (ICTC) may receive exemptions from the various ratio requirements for services provided to new areas or along new routes. The exemptions apply until the end of the second, full fiscal year of operation. If a claimant fails to meet a required ratio for a fiscal year, its TDA funding level will be reduced by the amount of required revenues that was not maintained.

#### **Fiscal Audits and Triennial Performance Audits**

Though ICTC payment of TDA funds to QUECHAN to fund a portion of these routes, QUECHAN will track its expense associated with the use of these funds, TDA funds will be listed as a separate line item of funds in the Basic Financial Statements each year and submit a copy of the report to ICTC before December 31 of the given funded year. ICTC will send a triennial performance auditor to audit this service and its performance measures.

#### **Section 4**

#### **Marketing and Community Outreach Plan**

##### **Branding, Marketing and Community Outreach**

Marketing to support these routes will be essential to its success. Consistent, coordinated marketing collateral and programs will be developed by YCIPTA, with input and assistance from ICTC and QUECHAN. The Marketing Plan will include printed ads, flyers, rack cards, media, coordination with employers and other advertising materials. The buses will be marketed and branded as YCAT routes.

The marketing program outlined above will be targeted in Yuma and Imperial Counties. YCIPTA, QUECHAN and ICTC will work to engage the support of residents in the Yuma, Fort Yuma and Winterhaven areas to help ensure project success and sustainability. The marketing program is funded by YCIPTA administrative budget and these costs are not reflected in the business plan.

- YCIPTA will focus the routes' marketing efforts in Yuma County.
- ICTC will focus the routes' marketing efforts in Imperial County.
- QUECHAN will focus the routes' marketing efforts on the Fort Yuma Indian Reservation.

YCIPTA will have the YCAT Rider's Guide distributed through its networks in Yuma County, including on YCAT buses. The routes will be included in YCAT Rider's Guide, online at [www.ycat.az.gov](http://www.ycat.az.gov) and on all YCAT marketing pieces. YCIPTA will seek vendors in El Centro to sell bus passes on behalf of YCIPTA. This includes El Centro City Hall and Circle K.

ICTC will have the Imperial Valley Transit Rider's Guide distributed throughout Imperial County, on IVT buses and have information related to Blue Route 5 and Turquoise Route 10 operated by YCIPTA inside its Rider's Guide, online at [www.ivtransit.com](http://www.ivtransit.com) and [www.imperialctc.org](http://www.imperialctc.org) and on appropriate IVT marketing pieces. In addition, signs will be placed on the IVT buses to promote the routes at ICTC discretion.

QUECHAN will have IVT and YCAT Rider's Guides available for distribution throughout the Reservation, promote the routes through door-to-door distribution of information, placement of route information online, on social media, on Casino bulletin boards and will allow the sale of IVT and YCAT bus passes at its retail enterprises and casinos on the Reservation.

## **Section 5**

### **Additional Details of the Operating Plan**

Daily operations of the routes are the responsibility of the contractor, as described in Section 2 Roles and Responsibilities, and managed through YCIPTA, consistent with the terms of the Operating Contract. The Project Liaison, as designated by YCIPTA, has the responsibility to ensure that the contractor complies with all terms of the Operating Contract. The Project Liaison also has the lead responsibility for development and implementation of the Marketing and Outreach Plan, to be accomplished with support from YCIPTA, QUECHAN and ICTC.

#### **1. Transit Service Information**

The schedules and route information will be maintained on the [www.ycat.az.gov](http://www.ycat.az.gov) and [www.ivtransit.com](http://www.ivtransit.com) websites and available via the YCAT telephone information system at 928.783.2235 and the IVT telephone information system at 760.482.2900. Service will be noted as a YCAT service.

#### **2. Dispatch**

A dispatcher will be on duty to support all service hours of the program to ensure excellent customer service. Contingency plans must be made to reasonably accommodate for service delays due to weather, traffic and vehicle failure by the transit operations contractor.

Dispatchers must have a communications system in place with their drivers via two-way radio or cell phone (depending on distance). Under no circumstances should the bus operators use the communications system in such a manner as to endanger the lives of the passengers or in violation of any laws. YCIPTA intends to use radios from the Yuma Regional Communication System on Blue Route 5 and the San Diego-Imperial County Regional Communication System on Turquoise Route 10.

### **3. Spare Ratio**

YCIPTA would be responsible for providing road support to the YCIPTA vehicle should the vehicle experience any maintenance difficulties. YCIPTA shall be responsible to ensure that a replacement vehicle is provided within sixty (60) minutes of a determination that a YCAT bus is inoperable, and that ample comfort, such as water, is provided on the vehicle on days with extreme temperature (115 degrees or higher) and when extended breakdowns occur.

### **4. Bus Operators**

Bus Operators are expected to be courteous, friendly and professional at all times.

Bus Operators shall be bilingual in English and Spanish to ensure that the distribution of information is available to both languages.

Bus Operator uniforms will be required to be consistent with the branding/marketing of YCIPTA transit services. Uniforms must be kept clean and ironed for a professional appearance at all times.

Bus Operator are prohibited from smoking in the vehicles. Smoking outside of the vehicles is also prohibited near the door of the vehicle or in the presence of customers. Eating is prohibited in front of customers or while driving.

Bus Operator breaks shall be established with dispatch according to transit operations contractor policy. Bus Operator breaks should never be allowed to disrupt customer service or routing.

Training shall be given to all Bus Operators so that clear expectations are in place to ensure excellent customer service. Bus Operators will keep the inside of the vehicles neat and tidy, i.e. picking up trash and newspapers left behind.

### **5. Vehicles**

YCIPTA will provide two (2) vehicle types to operate the routes as outlined in this Business Plan. The vehicles used on these routes can carry up to 32 seated passengers, is 34 feet in length and have up to two (2) wheelchair tie down spaces. To comply with the California Air Resources Board ("CARB") requirements, YCIPTA will only operate vehicles in California with a level 3 diesel particulate trap. YCIPTA currently has nine (9) of these buses called the El Dorado National Passport, a low floor cutaway vehicle on a medium duty chassis. Furthermore, the bus is durable for highway travel. In addition, YCIPTA has six (6) 21-foot El Dorado National Aerolite buses which may also be used on these routes as these buses seat six (6) to eight (8) passengers and has up to two (2) wheelchair tie down spaces, which uses gasoline fuel and are exempt from the CARB Transit Fleet Rule.

Vehicles must be kept clean. Mechanical and cosmetic repairs must be prompt. There should be a spare vehicle that would easily fit into the program when one of the main



vehicles is out for maintenance. All YCIPTA vehicles are ADA compliant and use a low floor ramp for the loading/unloading of mobility devices.

These types of vehicles will provide the most passenger comfort and meet passenger demand. Their size and relative maneuverability will be better suited for the identified routes than larger vehicles, such as transit buses. They will also be more cost effective to operate than larger transit buses.

The Passport buses features two (2) bicycle spaces, electronic destination signs, farebox, smart card system and security cameras. The Aerolite buses features manual destination signs, farebox and smart card system (only on two of these buses).

Pictures of the buses used on these routes are below:





Maintenance of the buses will take place at the YCAT bus facility located at 2715 East 14<sup>th</sup> Street, Yuma, Arizona.

#### **6. Customer Service**

Customer service, marketing and safety are paramount to the success of this program. Service and mechanical failures will be logged and used as a tool by the contractor to ensure quality control and maintenance standards. On board customer surveys will be used to help guide route improvements and to adjust marketing plans, as appropriate.

#### **7. Schedules**

Schedules are defined in Exhibit A and are subject to change. Schedules have been developed to ensure that there are no conflicts between YCAT and IVT buses at all shared bus stops in El Centro.

#### **8. Newspapers**

Yuma Sun newspapers on Blue Route 5 and Imperial Valley Press on Turquoise Route 10 would be placed, Monday through Saturday, under an existing arrangement. As it relates to the Imperial Valley Press, a newspaper box will be placed at El Centro Regional Bus Transfer Terminal to allow YCIPTA to obtain newspapers.

#### **9. Transfer Agreements**

At the present time, passengers transferring to IVT would be required to pay a full fare as if they transferred back to YCAT.

#### **10. Complementary ADA Paratransit Program**

Blue Route 5 is treated as a flex route and is exempt from the ADA paratransit requirement since flex routes are treated as "general public demand response services" under the 49 C.F.R. Part 37 of Federal Regulations. The route deviation component is available to all passengers for an additional \$2.00 fare unless passengers board at specific bus stop locations defined by YCIPTA. Turquoise Route 10 has been

designated as a commuter route under 49 C.F.R. Part 37 of Federal Regulations, therefore ADA complementary paratransit requirements do not apply. Passengers requesting ADA paratransit service would either ride YCAT OnCall in Yuma County or IVT Access in Imperial County, both within a ¾ mile radius of a non-commuter or flex bus route. Timed connections between the paratransit services and these routes would be established. YCIPTA allows for free transfers between YCAT OnCall and YCAT fixed route buses for these patrons.

### **11. Former Route 3 to Winterhaven**

It is YCIPTA's and QUECHAN's desire that ICTC continue the discontinuance of Route 3 east of Holtville.

### **12. The Future**

With the provision of ICTC funding in FY 2015-2016 to cover a greater share of the costs for all eastern Imperial County transit services, ICTC took a more active role in the planning and operation of transit services in eastern Imperial County. Under Moving Ahead with Progress for the 21st Century (MAP-21), and continuing under the Fixing America's Surface Transportation Act (FAST Act), Tribal Transit funding was reduced to the extent that Quechan Indian Tribe will only be eligible for formula funding unless the Quechan Indian Tribe applies for capital expenses (excluding preventative maintenance). In FY 2016, the Quechan Indian Tribe will receive Forty-Five Thousand, One Hundred Sixty-Six Dollars and No Cents (\$45,166.00) with slight annual increases for the foreseeable future.

In Federal Fiscal Year 2017 (FY 2016-2017), the Quechan Indian Tribe would need to request a minimum of One Hundred Thirty-Eight, Seven Hundred Ten Dollars and Thirty-Two Cents (\$138,710.32) from ICTC to continue transit services at the present levels. This is due to not being able to use discretionary Tribal Transit funds for operations. YCIPTA would continue to use FTA Section 5307 funds allocated to the Winterhaven area, FTA Section 5311 funds allocated by ADOT to the small portion of the reservation that is in Arizona, plus YCIPTA generated match, fare revenue collected from the routes and Quechan Business Enterprises parking lot in-kind revenue to cover the remaining costs required to operate these routes.

A comprehensive review of these routes occurred in Spring 2016, prior to the YCIPTA, QUECHAN and ICTC budget planning to determine the appropriate level of transit service and population in eastern Imperial County as compared to central and northern Imperial County. This review will also take into consideration need in eastern Imperial County and the routes' ability to meet TDA and MOU specific performance measures.

Any continuation of transit services beyond June 30, 2017 at the present levels will require additional contributions by ICTC. If service reductions are to occur based on available funding by QUECHAN, YCIPTA and ICTC that are known today, public hearings for route changes would take place in May 2016 as part of the adoption of the YCIPTA fiscal year 2016-2017 operating and capital budget with the route changes taking effect on July 1, 2016. To assist in the determination of future service levels and

contribution shares by all parties for fiscal year 2017-2018 ICTC will minimally need from YCIPTA a sample of daily ridership data (boardings and alightings) by route direction and bus stop locations during the months of January through March 2017. The sample of data was agreed to by all parties prior to December 15, 2015. The actual daily ridership data should be provided to all parties by April 17, 2017. This would allow a comprehensive analysis of recommended service levels, contribution shares, and funds available for fiscal year 2017-2018.

# VI. ACTION CALENDAR

## VI. ACTION CALENDAR

### G. LTA ADMINISTRATIVE SERVICES BUDGET FOR FY 2016-17

***Brawley***

***Calipatria***

***Holtville***

***Westmorland***



Local Transportation Authority

***Calexico***

***El Centro***

***Imperial***

***County of Imperial***

June 24, 2016

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

SUBJECT: Administrative Services Budget FY 2016-17

Dear Committee Members:

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

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

1. Approve the FY 2016-17 Administrative Services Budget for the Local Transportation Authority

Sincerely,



MARK BAZA  
Executive Director

Attachment

MB/ksw/cl

***1405 N. Imperial Ave., Suite 1, El Centro, CA 92243  
Phone: (760) 592-4494, Fax: (760) 592-4497***



LTA

Local Transportation Authority

	Estimated Actual FY 2015-16	Requested FY 2016-17
<b><u>REVENUES</u></b>		
LOCAL TRANSPORTATION AUTHORITY 1% Administration (7418001)	\$148,332	\$153,032
<b>TOTAL</b>	<b>\$148,332</b>	<b>\$153,032</b>
<b><u>EXPENSES</u></b>		
MEMBERSHIPS - Self Help Counties Coalition (SHCC)	\$2,800	\$2,800
OFFICE EXPENSE	\$1,751	\$500
LTA STAFFING & SUPPORT (ICTC)	\$59,885	\$51,752
INDEPENDENT LEGAL SUPPORT	\$0	\$0
ICTC/LTA LEGAL SUPPORT (COUNTY OF IMPERIAL)	\$7,500	\$7,500
MELLON BANK AGENT FEES	\$3,950	\$3,950
INDEPENDENT CPA AUDIT SERVICES	\$74,500	\$79,100
PUBL AND LEGAL NOTICES	\$0	\$0
RENTS AND LEASES - EQUIPMENT	\$1,040	\$1,040
RENTS AND LEASES	\$4,705	\$5,220
TRAVEL/TRAINING	\$0	\$0
COMMUNICATIONS, FUEL & MAINTENANCE	\$1,005	\$1,170
<b>TOTAL</b>	<b>\$157,136</b>	<b>\$153,032</b>