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**TRANSPORTATION COMMISSION MEETING
AGENDA**

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

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

CHAIR: JAMES PREDMORE

VICE CHAIR: DOUG COX

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

I. CALL TO ORDER AND ROLL CALL

II. EMERGENCY ITEMS

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

III. PUBLIC COMMENTS

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

IV. CONSENT CALENDAR

(Executive Director recommends approval of consent calendar items)

- | | | | |
|----|--|---------------|------------|
| A. | Approval of ICTC Board Draft Minutes: | June 22, 2016 | Pages 6-15 |
| B. | Receive and File: | | |
| 1. | ICTC Management Committee Draft Minutes: | July 13, 2016 | |

V. REPORTS

- A. ICTC Executive Director
- See attached Executive Director Report on page 17
- B. Southern California Association of Governments
- See attached report on page 21
- C. California Department of Transportation – District 11
- See attached report on page 24
- D. Commission Member Reports

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

VI. INFORMATION CALENDAR

- A. San Diego State University /Imperial Valley College Transit Shuttle Analysis Page 39

VII. ACTION CALENDAR

- A. Draft ICTC Overall Work Program (OWP) and Budget, FY 2016-2017 Page 89

The ICTC Management Committee met on July 13, 2016 and forwards 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

- B. STIP/RTIP Consultant Agreement, COH and Associates, FY 2016-17 & FY 2017-18 Page 98

The ICTC Management Committee met on July 13, 2016 and forwards 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.

- C. IMPERIAL VALLEY TRANSIT (IVT) – Fixed Route Transit Services Operating Agreement, Fiscal Year 2017-2019, Modification #7 Page 125

The ICTC Management Committee met on July 13, 2016 and forwards 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.

- D. IVT ACCESS – ADA Paratransit Service Operating Agreement, Fiscal Year 2017-2019, Modification #3 Page 136

The ICTC Management Committee met on July 13, 2016 and forwards 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.
- E. 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 154

The ICTC Management Committee met on July 13, 2016 and forwards 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.
- F. Imperial County Air Pollution Control District Rule 310 – Operational Development Fee Committee Appointment Page 177
- ICTC Staff forwards this item to the ICTC Commission for review and approval after public comment(s), if any:
 - 1. Appoint a member of the Commission to the Imperial County Air Pollution Control District Rule 310 – Operational Development Fee Committee
- G. Federal Transit Administration (FTA) Disadvantaged Business Enterprise (DBE) Plan and Goal for FY 2017-2019 for Federal Transit funds Page 185

ICTC Staff forwards this item to the ICTC Commission for review and approval after public comment(s), if any:

- 1. Approve the proposed FY 2017-19 DBE plan and annual goal of 1.0%, for distribution for public comment.
- 2. Direct staff to return with this item for review and adoption of the proposed DBE goal after the public review process has been completed.

VIII. CLOSED SESSION

- A. Motion to Adjourn to Closed Session
- B. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation (1 matter) (Government Code § 54956.9(d)(2))
- C. CONFERENCE WITH LABOR NEGOTIATORS (Government Code § 54957.6)
Agency Designated Representative: AJ Gaddis
Unrepresented Employee: Executive Director
- D. Announcement of Closed Session Action(s)

IX. ACTION CALENDAR (CONTINUED)

- A. Discussion / Action regarding the Employment Agreement for the Position of Executive Director

X. NEXT MEETING DATE AND PLACE

- A. The next meeting of the **Imperial County Transportation Commission** will be held on **Wednesday, September 28, 2016** at **6:00 p.m.**, at the **County of Imperial Board Chambers**, at 940 W. Main Street, El Centro, CA.

XI. ADJOURNMENT

- A. Motion to adjourn

IV. CONSENT CALENDAR

A. APPROVAL OF BOARD DRAFT MINUTES:

JUNE 22, 2016

B. RECEIVE AND FILE:

1. ICTC MANAGEMENT DRAFT MINUTES:

JULY 13, 2016

IMPERIAL COUNTY TRANSPORTATION COMMISSION**DRAFT MINUTES FOR JUNE 22, 2016****6:00 p.m.****VOTING MEMBERS PRESENT:**

City of Calexico	Joong Kim
City of Calipatria	Maria Nava-Froelich
City of El Centro	Cheryl Viegas-Walker
City of Holtville	James Predmore
City of Imperial	Doug Cox
City of Westmorland	Lawrence D. Ritchie
County of Imperial	Ryan Kelley
County of Imperial	Jack Terrazas

NON-VOTING MEMBERS PRESENT:

Caltrans District 11	Bill Figge
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STAFF PRESENT: Mark Baza, Kathi Williams, Virginia Mendoza, Cristi Lerma, AJ Gaddis

OTHERS PRESENT: Eric Havens: ICTC Counsel; Sam Amen, Marcelo Peinado: Caltrans; David Salgado: SCAG;

The following action minutes are listed as they were acted upon by the Imperial County Transportation Commission and as listed on the agenda for the meeting held Wednesday June 22, 2016 together with staff reports and related documents attached thereto and incorporated therein by reference.

I. CALL TO ORDER AND ROLL CALL

[Chair Predmore](#) called the Commission meeting to order at 6:52 p.m. Roll call was taken and a quorum was present.

II. EMERGENCY ITEMS

There were none.

III. PUBLIC COMMENTS

Laurel Driscoll, resident of El Centro stated that she is concerned for pedestrians crossing the intersection off of Park Avenue on Hwy 86 (Adams Ave). It is a State Hwy and Caltrans will review the area to see if anything can be done to address safety concerns.

IV. CONSENT CALENDAR

A.	Approved ICTC Board Draft Minutes:	May 25, 2016
B.	Received and Filed:	
1.	ICTC Management Committee Draft Minutes:	June 8, 2016

A motion was made by [Cox](#) and seconded by [Sierra-Galindo](#) to approve consent items A and B, **Motion carried with 2 abstentions** (Nava-Froelich and Kim).

V. REPORTS

A. ICTC Executive Director

Mr. Baza and staff had the following announcements:

- The IVT Ride El Centro Service Area operations contract will begin on July 1, 2016. Public Outreach workshops were held in May on the 25th and the 27th. To date, approximately 120 persons have registered for the new service. Additional hours will be added on Saturdays with 4 vehicles in operation.
 - o Additional Public Outreach workshops in June are scheduled for:
 - Wednesday, June 15, 9:00 a.m. to 12:00 p.m. at Day Out - El Centro
 - Thursday, June 16, 9:00 a.m. to 12:00 p.m. at Desert Villas Apts. 1755 W. Main St., Senior 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
- The IVT MedTrans operations contract is scheduled to begin on July 1, 2016. A new brand and logo has been developed and new vehicles have been delivered. A local phone number and a toll free phone number has been confirmed for the IVT MedTrans service. 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. There will be 2 vehicles in operation 4 days a week with one vehicle departing at 7 a.m. and returning at 3 p.m. and the second vehicle departing at 11 a.m. and returning at 6 p.m.
- Caltrans and ICTC will have their quarterly team building meeting on June 23rd at 9 a.m. at the IID Water Control Conference Room.
- Recruitment is underway for two positions at ICTC. Applications for both positions are due on June 24, 2016 by 3 p.m.
- 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.ivtransit.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 daily.
- The Regional Mobility Hubs Strategy for Imperial and San Diego Study is funded by Caltrans and 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 31st at the Brawley Transit Terminal, Wednesday, June 1st at IVC Main Transit Station, and on Thursday, June 2nd 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.
- The San Diego State University / Imperial Valley College Transit Shuttle Analysis will assess the feasibility of an inter-college shuttle service in Imperial County. ICTC and SCAG staffs worked together with Imperial Valley College and San Diego State University staff to complete the consultant selection process. SCAG staff completed the contract agreement with the selected consultant AECOM. Student surveys and campus workshops at SDSU-Calexico and IVC were held on

Wednesday, November 18, 2015 and Thursday, November 19, 2015. The existing conditions analysis has been completed. The 3rd Technical Advisory Committee (TAC) meeting was held on April 19, 2016 at the ICTC office to discuss the draft route alternatives and next steps. In addition to the TAC meeting on April 19th, the consultant team conducted the 2nd round of outreach at SDSU-Calexico, IVC and SDSU-Brawley campuses to obtain input from the student body regarding the proposed route alternatives. 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 the final product. The consultant team is working on the draft final report scheduled for approval during the month of July.

- 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:

- On April 7, 2016, SCAG's Regional Council adopted the 2016 RTP/SCS, and is available for download by chapter or as one file. The executive summary is available upon request.
- The 2017 Active Transportation Program (ATP) application deadline was 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). If you have any questions please contact SCAG's ATP Program Manager, Stephen Patchan, patchan@scag.ca.gov.
- In April and May, SCAG's GIS Services staff trained over 100 participants at various locations throughout Los Angeles, Orange, Riverside and San Bernardino Counties. In July, SCAG will host special topic GIS training in Imperial County, covering advanced geoprocessing and editing techniques. Please contact Javier Aguilar aguilar@scag.ca.gov with questions or comments on SCAG's GIS Services program.
- SCAG will be hosting its next Regional Council and Joint Policy Committee meetings on July 7th, 2016.
- A Demographic workshop will be held on June 30, 2016.
- SCAG awarded 2 Imperial Valley students scholarships. The scholarship also includes a 2 week internship.
- SCAG will be dark in August.
- A SCAG report can be found on page 21.

C. California Department of Transportation (Caltrans)

Mr. Figge had the following updates and announcements:

- The California Transportation Commission (CTC) has on the agenda to fund Phase 1B (Ollie Avenue to V. V. Williams Avenue) for \$13 million on June 29. If approved by the CTC, Caltrans could advertise the project as soon as August with construction beginning in October. 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 State Route 111 (SR-111). The work will be done in several phases and will help to increase capacity and relieve congestion on SR-98.
- Caltrans closed the Two Rivers Roadside Rest area on SR-111, near Calipatria due to lack of use and high cost of maintenance. The site will be used by the Caltrans Maintenance Unit.
- The first three segments of the Interstate 8 Continuously Reinforced Concrete Pavement Project began construction. KPBS-FM and KQVO-FM radio spots in

Imperial County and across the Mexico border have been running three times a day since March. A third round will begin in July and run through mid-August.

- Segment 1, is near El Centro from 0.6 mile west of Anderholt Road Overcrossing to 0.5 mile east of the East Highline Canal Bridge, was awarded to Coffman Specialties, Inc. on November 18, 2015. Construction began the first week of February. Construction is expected to be completed early 2018. Segment 1 and Segment 2 crews are combining forces to complete eastbound paving before the hottest part of summer.
- Segment 2, 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 early March 2016 and is scheduled to be completed in the spring of 2019. Summer work includes removing old pavement, remove and widen inside shoulders on westbound I-8, west of SR-186 and install crossovers at various locations.
- Segment 3, near Winterhaven from 0.7 mile west of SR 186/I-8 separation to 0.3 mile east of Fourth Avenue Overcrossing, was awarded to Security Paving Company, Inc. December 22, 2015. Construction began mid-March 2016 and is scheduled to be completed in the spring of 2018.

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

- Segment 4, near El Centro from 0.6 mile west of I-8/SR-111 separation to 0.6 mile west of Anderholt Road overcrossing and from 0.5 mile east of the East Highline Canal Bridge to 0.8 mile west of I-8/SR-98 separation.
- Segment 5, near Winterhaven from 0.7 mile west of Ogilby Road Overcrossing to 0.7 west of the I-8/SR-186 separation.
- Construction on the I-8/Dogwood Interchange is nearing completion. The project will widen the ramps from one to two lanes and replace 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 event.
- Phase 1 construction on the Caltrans El Centro Maintenance Station is expected to be completed as early as September. Caltrans will plan a ribbon cutting event to celebrate opening of the new Maintenance Station.
- The County of Imperial was one of the statewide applications that was awarded for their “Active Transportation Plan.” The Plan will address issues such as safety and security; liability, environmental concerns, convenience, accessibility, usage; 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 potential funding opportunities.
- A full report of Caltrans updates can be found on page 23of the agenda.

D. Commission Member Report

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

VI. INFORMATION CALENDAR

A. Regional Pavement Management System Overview

The Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) requires the calculation of operations and maintenance needs for the SCAG region’s local streets and roads. Maintenance (or sometimes referred to as capital maintenance) consists of activities that extend the useful life of the roadway asset by five or more years.

Maintenance operations of local streets and roads include preventive maintenance such as surface seals as well as rehabilitation (e.g., overlays and reconstruction). All SCAG region local jurisdictions were surveyed for information on pavement treatment unit costs, nonpavement asset inventories and revenues available for local street and road maintenance activities. This regional database of survey information, combined with condition, inventory and cost data derived from jurisdictions was used to calculate the long-range local street and road needs and revenues incorporated into the RTP/SCS. Updates to the regional database will inform the 2020 RTP/SCS update and provide SCAG's policy makers investment options and performance implications for consideration.

Mr. Baza included a PowerPoint presentation on the Regional Pavement Management System. This is an essential tool for estimating system preservation needs in the SCAG region and was used for setting investment levels in the 2016-2040 RTP/SCS.

VII. 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, however, a detailed report is not ready to submit for approval at this time. There were key factors that have caused the delay, i.e., finalizing our projected revenue estimates, and our work to finalize contract extensions for our major transit services for the region, Imperial Valley Transit (IVT) Fixed Routes and our IVT Access – the complimentary paratransit service. It is anticipated that a final draft of the budget will be submitted for approval at our Commission meeting on July 27, 2016. The continuing resolution for the interim period of time in order to meet commitments with vendors, contractors and payroll for was presented.

1. Authorized 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 [Cox](#), seconded by [Kelley](#), **Motion Carried.**

VIII. CLOSED SESSION

A. Motion to Adjourn to Closed Session

A Motion was made by [Kelley](#), seconded by [Nava-Froelich](#), **Motion Carried.**

B. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code § 54957 Title: ICTC Executive Director

C. CONFERENCE WITH LABOR NEGOTIATORS (Government Code § 54957.6)

Agency Designated Representative: AJ Gaddis

Unrepresented Employee: Executive Director

D. Announcement of Closed Session Action(s)

1. No Action(s) were taken on item B and direction was given to ICTC Counsel;
2. For item C, a 5% merit increase was approved by the Commission for the Executive Director beginning on July 1, 2016.

3. Add a closed session item to the agenda for the July meeting.

IX. ACTION CALENDAR (CONTINUED)

- A. Discussion / Action regarding the Employment Agreement for the Position of Executive Director

No action was taken.

X. NEXT MEETING DATE AND PLACE

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

XI. ADJOURNMENT

- A. Meeting adjourned at 8:55 p.m. Motion by [Kelley](#), seconded by [Nava-Froelich](#), **Motion Carried.**

**IMPERIAL COUNTY TRANSPORTATION COMMISSION
MANAGEMENT COMMITTEE**

DRAFT MINUTES OF July 13 2016

10:30 a.m.

VOTING MEMBERS PRESENT:

City of Brawley	Rosanna Bayon Moore
City of Calipatria	Rom Medina
City of Calexico	Armando Villa
City of El Centro	Terry Hagen for Ruben Duran
City of Holtville	Nick Wells
County of Imperial	Rosa Lopez for Ralph Cordova

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

OTHERS PRESENT: Liz Zarate: City of El Centro, David Salgado: SCAG

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

I. CALL TO ORDER AND ROLL CALL

Vice-Chair Mednia called the Committee meeting to order at 10:40 a.m. Roll call was taken. Introductions were made.

II. EMERGENCY ITEMS

A. There were none.

III. PUBLIC COMMENTS

There were none.

IV. CONSENT ITEMS

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

A. Approved ICTC Management Committee Minutes for June 8, 2016

B. Received and filed:

1. ICTC Board Draft Minutes for June 22, 2016

V. REPORT

A. ICTC Executive Director

ICTC staff had the following announcements:

- The IVT Ride El Centro Service Area operations began on July 1, 2016. Public Outreach workshops have been ongoing with the last round last week. To date, there are 337 seniors and disabled persons registered in El Centro.
- The IVT MedTrans service operations began on July 1, 2016.
- A complete list of ICTC updates can be found on Page 9 of the June agenda.

B. Southern California Association of Governments (SCAG)

Mr. Salgado had the following announcements

- A complete list of SCAG updates can be found on Page 13 of the June agenda.

- C. Caltrans Department of Transportation – District 11
 - A Caltrans report can be found on page 15 of the June agenda for more information on project updates.
- D. Committee Member Reports
 - There were none.

VI. ACTION CALENDAR

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

A presentation was made by Mr. Calves.

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

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

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

Mr. Baza and Ms. Williams provided the Committee a detailed presentation of the proposed draft budget.

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

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

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

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 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.

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

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

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 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.

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

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

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 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.

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

- 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

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 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.

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

G. LTA Administrative Services Budget, FY 2016-17

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

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

VII. NEXT MEETING DATE AND PLACE

The next meeting of the **Management Committee** will be held on **September 14, 2016** at the **City of El Centro**, El Centro, CA.

VIII. ADJOURNMENT

- A. Meeting adjourned at 12:31 p.m.

V. REPORTS

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



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

Memorandum

Date: July 22, 2016
To: ICTC Commission
From: Mark Baza, Executive Director
Re: Executive Director's Report

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

- IVT RIDE Update:** The IVT Ride El Centro began services on July 1, 2016. Public Outreach workshops were held on July 7th and July 8th. 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, 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 daily.
- 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-July
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 was held on July 20th with all of the above stakeholders. Following the meeting input, Border Patrol will begin to draft concept alternates to meet short-term and mid-term needs.
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 31st at the Brawley Transit Terminal, Wednesday, June 1st at IVC Main Transit Station, and on Thursday, June 2nd 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 3rd Technical Advisory Committee (TAC) meeting was held on April 19, 2016 at the ICTC office to discuss the draft route alternatives and next steps. In addition to the TAC meeting on April 19th, the consultant team conducted the 2nd round of outreach at SDSU-Calexico, IVC and SDSU-Brawley campuses to obtain input from the student body regarding the proposed route alternatives. 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 AECOM consultant team will present the draft study to the Commission on July 27, 2016 for informational purposes only. A request for approval of the final report and Technical Memorandums will be brought to the Commission at the September meeting. Attached are the Draft Executive Summary and presentations. The Draft Technical Memorandums are available on our website at <http://www.imperialctc.org/campus-transit-study/>. 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 24, 2016 – SANDAG Borders Committee in San Diego
- July 7, 2016 – SCAG Regional Council in Los Angeles
- July 14, 2016 – Imperial Mexicali Binational Alliance Meeting in Mexicali



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
Total		38,934	997	630	\$ 18,057,980	270	\$ 3,645,536	31	257	8	112	306	2,925,601	761

** 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
EL CENTRO, CA 92243-2875
PHONE: (760) 353-7800
FAX: (760) 353-1877

Memorandum

Date: July 20, 2016
To: ICTC Regular Meeting
From: David Salgado, Regional Affairs Officer
Re: **Southern California Association of Government's Report**

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 Committee Meeting July 27, 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.

3. **ARB Determines 2016 RTP/SCS Meets GHG Emissions Reductions Targets-** On June 28, the Air Resources Board (ARB) issued Executive Order G-16-066 accepting the determination that SCAG's 2016-2040 Regional Transportation Plan and Sustainable Communities Strategy (2016 RTP/SCS) would, if implemented, meet state established 2020 and 2035 regional greenhouse gas (GHG) emissions reduction targets. ARB staff's evaluation showed SCAG used technical methodologies that would accurately quantify GHG reductions. SCAG's 2016 RTP/SCS, adopted on April 7, would meet the state established targets of an 8 percent per capita reduction by 2020 and would exceed the established target of a 13 percent per capita reduction by 2035 with an 18 percent per capita reduction.
4. **Imperial County Active Transportation Toolbox Workshop:** Thursday July 28, 2016, 10:00am to 12:00pm at the Imperial County Workforce Development Board 2799 South 4th Street, El Centro, CA, 92243. As part of the Go Human Campaign, SCAG and ICTC will be conducting a workshop on promoting safety and encouraging walking and in the community. Guided by a newly developed Active Transportation Toolbox, the workshop will provide new and longstanding active transportation champions with resources, tool, and strategies to advance walking and biking in Imperial County.
5. **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 1st, 2016. For more details please contact David Salgado.
6. **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.
7. **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.

Imperial County Active Transportation Toolbox Workshop

As part of the *Go Human* campaign, SCAG and ICTC invite you to join other transportation and health professionals, community groups and employers from Imperial County for a workshop on promoting safety and encouraging walking and biking in your community. Guided by a newly developed Active Transportation Toolbox, the workshop will provide new and longstanding active transportation champions with resources, tools, and strategies to advance walking and biking in Imperial County.

When:

Thursday, July 28th
10:00 am - 12:00 pm

Where:

Imperial County Workforce
Development Board
2799 South 4th Street
El Centro, CA 92243

RSVP:

<http://svy.mk/29LTbiC>

Please direct questions to:

Geoff.England@sdgworld.net





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

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



Maintenance (continued):

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 began in July and will continue 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:

School Zone Improvements

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 near the Rockwood Elementary School and the Calexico High School and generates significant pedestrian traffic.

Flashing beacons are being procured. Estimated install date is by the beginning of 2017.

SR-86/Border Inspection Station

Caltrans recently met with U.S. Customs and Border Protection, ICTC, and the County of Imperial to discuss potential improvements to the existing border checkpoint on SR-86/SR-78 in Imperial County. Currently, there is one inspection lane and during peak periods motorists can face lengthy delays. Plans will be developed by Border Patrol in coordination with Caltrans to add an additional lane and make improvements in storage for secondary inspection needs. Three options will be reviewed, a short-, mid- and long range proposal. Customs and Border Protection has submitted a request for federal funding to pay for these improvements and Caltrans, ICTC and the County will seek similar funding opportunities to assist with completion of the project.

Short term options can include moving barriers, restriping and adding additional signage. Mid term plans will look at expanding the existing inspection station at the current location, and the long-term solution will provide a new, on highway, state-of-the-art facility with room for Caltrans Maintenance operations as well as the CHP. This option could be constructed at a new location which would better serve operational needs.

5. Planning Studies:

Fiscal Year 2016-17 Grant Program

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. The County of Imperial's Active Transportation Plan will address issues such as safety and security, liability, environmental concerns, convenience, accessibility, usage, 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.

SDSU/IVC Transit Shuttle Analysis

This project was awarded grant funds from the Federal Transit Agency 5304 Program in 2012 with funding set to expire at the end of August 2016.

This project is a collaborative effort with ICTC, SDSU-Imperial Valley Campus, Imperial Valley College, SCAG and Caltrans to assess the feasibility of an inter-college shuttle service. The proposed transit service would connect IVC near the City of Imperial with SDSU's campuses in the cities of Calexico and Brawley, a distance approximately 25 miles in length. The study has identified gaps in service and determined the projected ridership and necessary transit improvements along the corridor. The findings and recommendations have resulted in a transit service implementation plan that may be used as the basis for future college transit service operations in Imperial Valley.

6. Local Assistance:

Highway Safety Improvement Program (HSIP) Cycle 8

The deadline to submit applications for HSIP Cycle 8 Call for Projects is on **August 12, 2016**. The funds available for this cycle is approximately \$150 million. Updated HSIP program information is available on our webpage.

http://www.dot.ca.gov/hq/LocalPrograms/HSIP/apply_now.htm

Highway Bridge Program (HBP)

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. New guidelines can be found at:

<http://www.dot.ca.gov/hq/LocalPrograms/hbrr99/hbrr99a.htm>

Local Assistance (continued):

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.

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

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.

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

7. Communications:

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

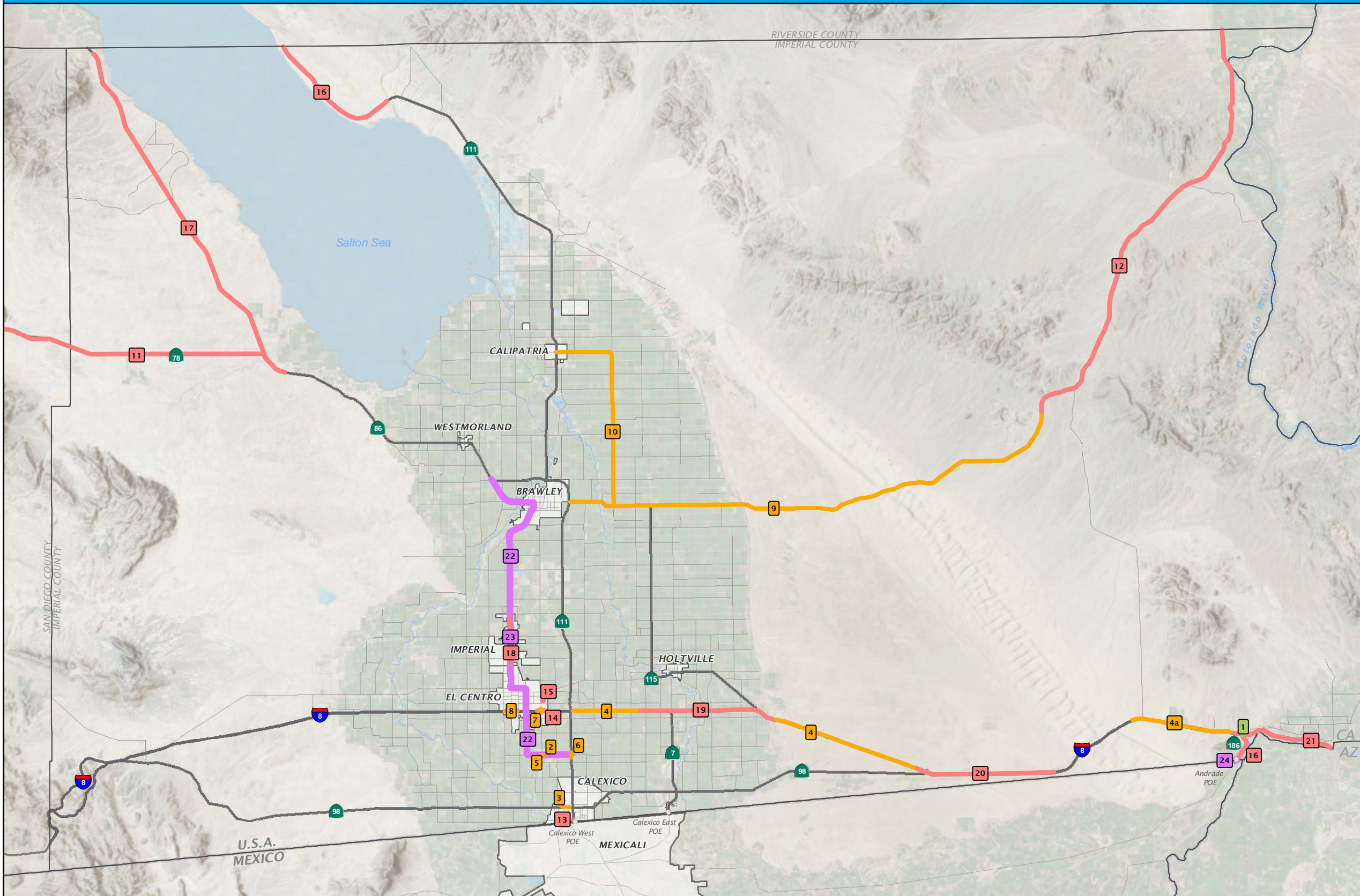
The March edition of the Caltrans publication “The Mile Marker” is available at the following weblink:

http://www.dot.ca.gov/MileMarker/2016-1/2016MileMarker_v3Iss1.pdf

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

http://www.dot.ca.gov/milemarker/docs/2016/MileMarker_v3Iss1_060716_mobile.pdf

IMPERIAL COUNTY STATUS OF TRANSPORTATION PROJECTS



ENVIRONMENTAL

- SR-186/I-8 Interchange Improvements

DESIGN

- SR-86/"Heber Ave" Sidewalk, Transit, & ADA Improvements
Design Complete Fall 2016
- SR-98 West Widening Phase 1B
Eady Ave to Ollie Ave
Design Completed Spring 2016
- I-8 Pavement Rehabilitation at Various Locations
Design Complete Summer 2016
- I-8 Pavement Rehabilitation at Ogilby Rd to SR-186
Design Complete Summer 2016
- SR-86/Dogwood Road Intersection Improvements*
Design Complete Fall 2016
- SR-86/SR-111 Intersection Improvements*
Design Complete Fall 2016
- Dogwood Road Landscape
Design Completed Spring 2016
- I-8/Imperial Ave Interchange Improvements
Design Complete Spring 2019
- SR-78 Pavement Rehabilitation
Design Complete Fall 2016
- SR-115 Pavement Rehabilitation
Design Complete Fall 2016

CONSTRUCTION

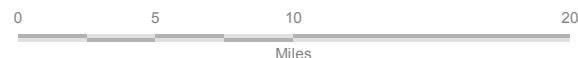
- SR-78 West of SR-86 Pavement Rehabilitation
Construction Complete Fall 2016
- SR-78 Pavement Rehabilitation
Construction Complete Summer 2017
- SR-111 Calexico West -
GSA POE Reconfiguration*
Construction Complete Spring 2018
- I-8/Dogwood Rd Interchange Improvements
Construction Complete Fall 2016
- El Centro Maintenance Station
Phase I - Construction Completed Summer 2016
Phase 2 - Construction Completed Spring 2017
- SR-111/SR-186 Pavement Rehabilitation
Construction Complete Summer 2017
- SR-86 Pavement Rehabilitation
Construction Complete Fall 2016
- SR-86 Pavement Rehabilitation
Construction Complete Fall 2016
- I-8 Pavement Rehabilitation
Construction Complete Spring 2018
- I-8 Pavement Rehabilitation
Construction Complete Spring 2019
- I-8 Pavement Rehabilitation
Construction Complete Spring 2018

RELINQUISHMENT

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



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



Portions of this map contain geographic information copyrighted by the Imperial County GIS program. All rights reserved. The data provided is "as is" without warranty of any kind.

Date: 06/21/2016

Abbreviations:

GSA: General Services Administration

POE: Port of Entry

PSR: Project Study Report

SP&R: State Planning and Research

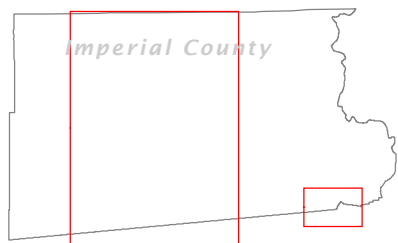
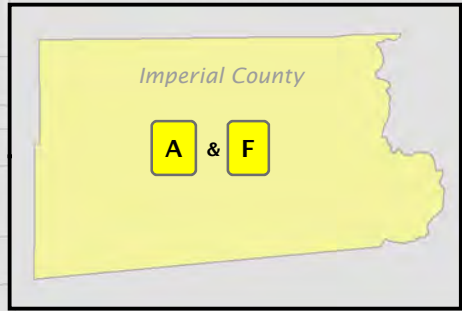
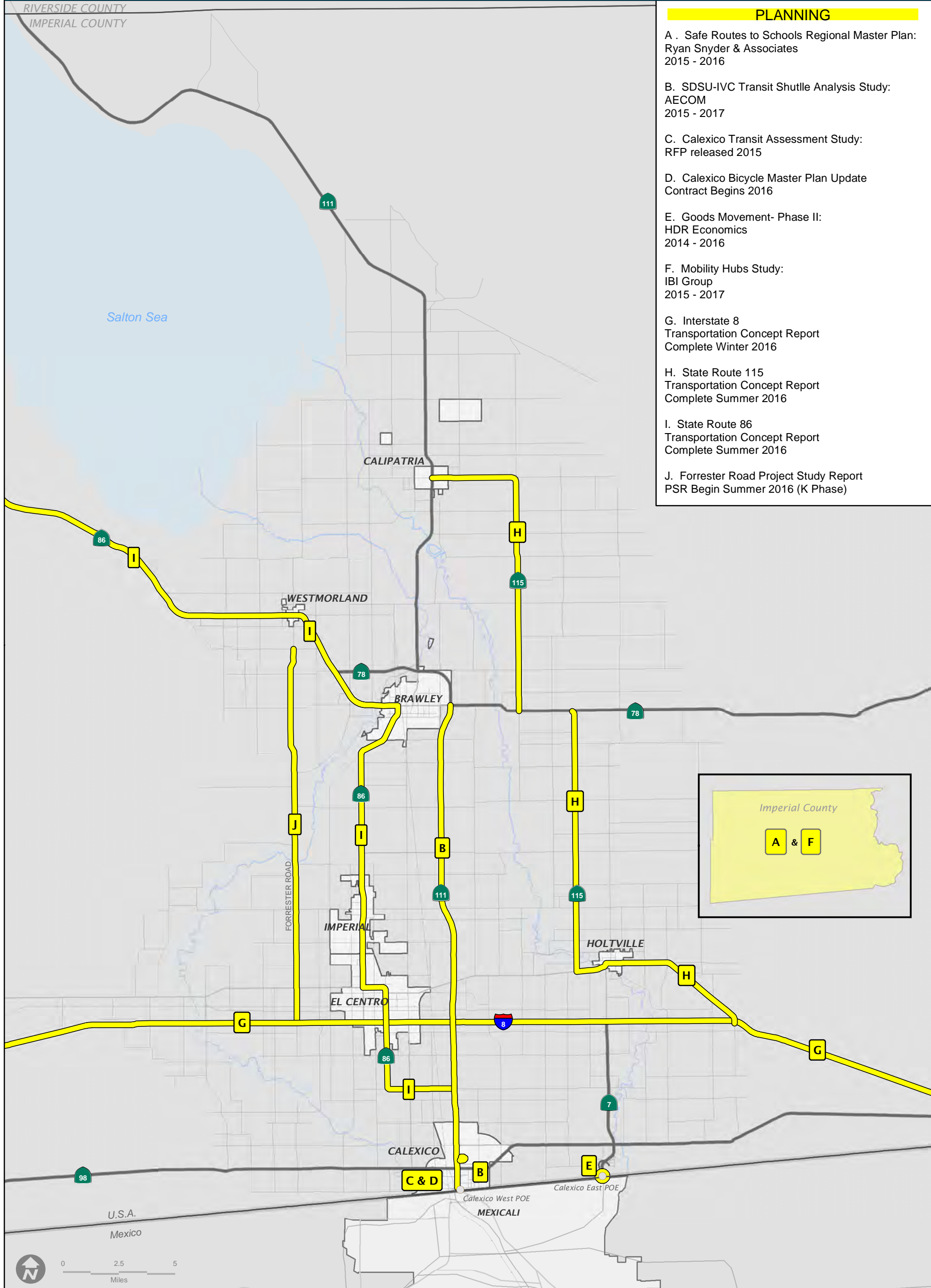
* The California Department of Transportation (Caltrans) is a partner in this study/projects, although not the lead agency.

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

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4050 Taylor Street
San Diego, CA 92110
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@SDCaltrans

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.

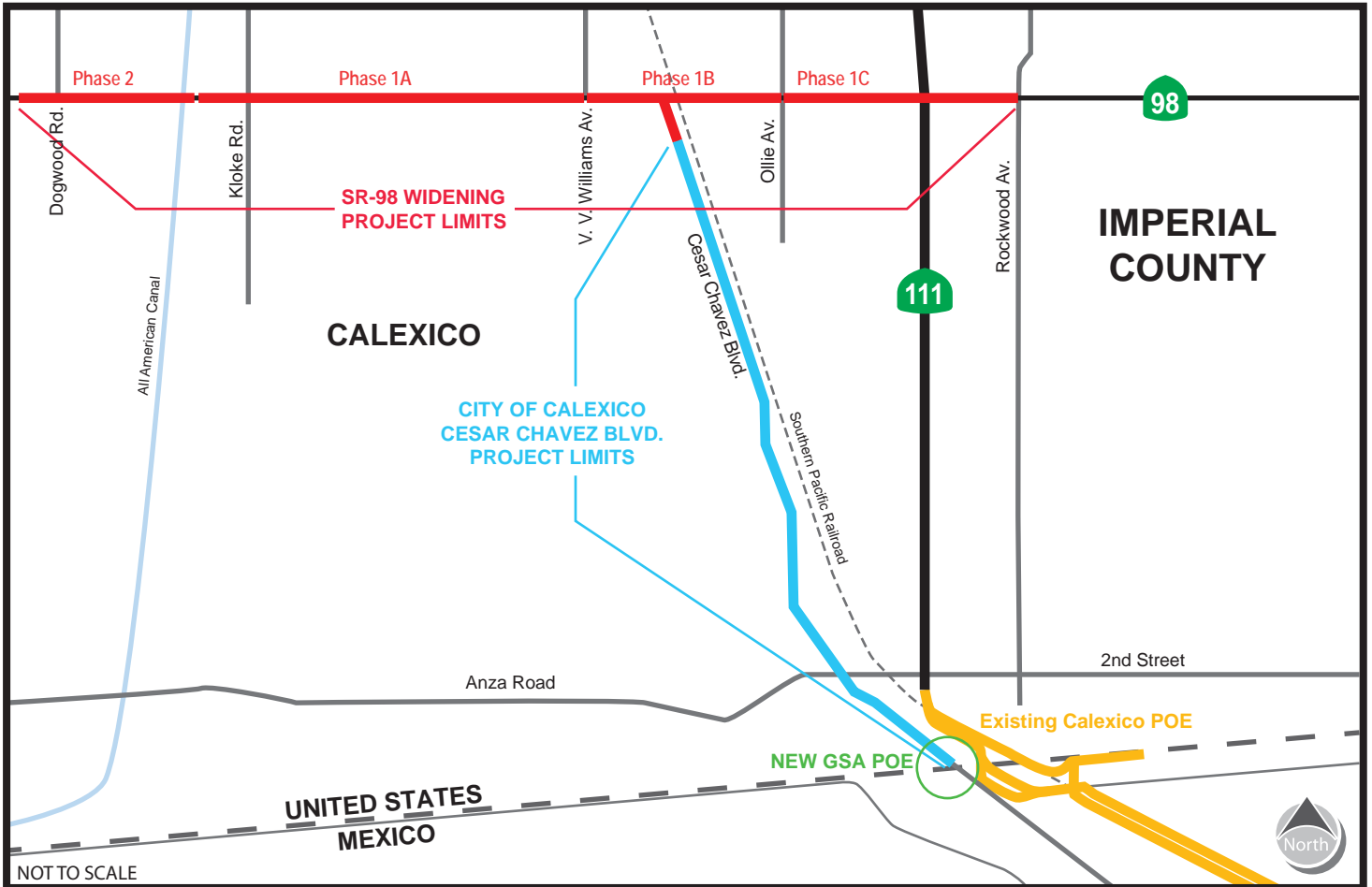
Funding is needed for the remaining phases.

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.

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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.

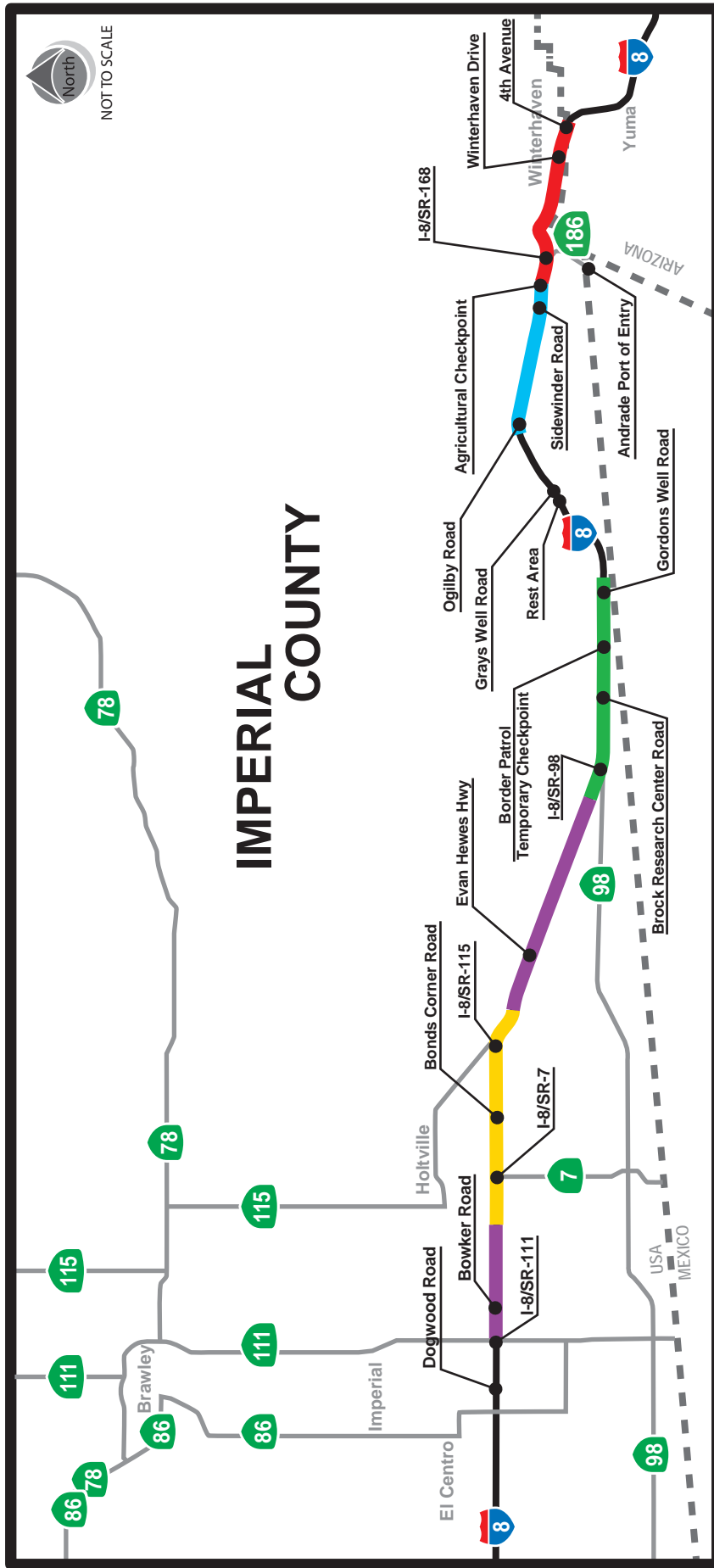
CONSTRUCTION SCHEDULE

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.

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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.

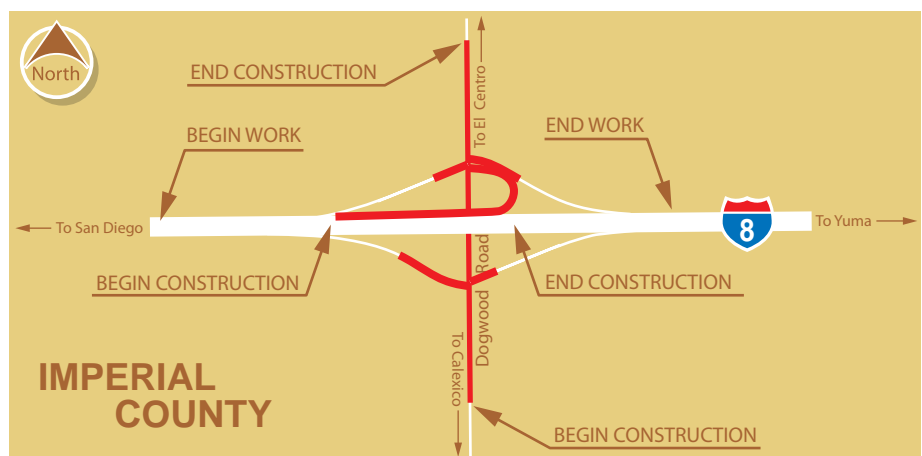
During busy commercial seasons, vehicle back-ups are experienced on the I-8 ramps and main lanes. Traffic studies have determined that widening the ramps, signaling and widening the bridge will reduce congestion on I-8 and Dogwood Road.

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. INFORMATION CALENDAR

A. SAN DIEGO STATE UNIVERSITY / IMPERIAL VALLEY COLLEGE 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 21, 2016

James Predmore, Chairman
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 Commission 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 2nd 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 draft study to the Commission on July 27, 2016 for informational purposes only. A request for approval of the final report and Technical Memorandums will be brought to the Commission at the September meeting. Attached are the Draft Executive Summary and presentations. The Draft Technical Memorandums are available on our website at <http://www.imperialctc.org/campus-transit-study/>.

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**

IMPERIAL VALLEY COLLEGE/SAN DIEGO STATE UNIVERSITY
TRANSIT STUDY
DRAFT TECHNICAL MEMORANDUM:
Executive Summary



July 2016

Prepared for:
Imperial County Transportation Commission (ICTC)
Southern California Association of Governments (SCAG)



Prepared by:
AECOM



Contents

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1.0 INTRODUCTION

Three of the college campuses in the Imperial Valley – Imperial Valley College (IVC) near the City of Imperial, and San Diego State University-Imperial Valley (SDSU-IV) with campuses in both Calexico and Brawley – have decided to pursue the development of a potential shuttle service linking the three facilities.

The IVC campus near the City of Imperial is currently served by several Imperial Valley Transit (IV Transit) routes. The SDSU-IV Calexico campus is not directly served by transit, although several IV Transit routes operate within walking distance. The SDSU-IV Brawley campus is currently unserved by transit.

The purpose of the Campus Transit Study is to recommend transit access improvements to and between the three campuses. These improvements may include creating a new dedicated transit service that serves the colleges and/or leveraging existing bus service.

This study is a collaborative effort between the Imperial County Transportation Commission (ICTC), Imperial Valley College (IVC), San Diego State University – Imperial Valley (SDSU-IV) and the Southern California Association of Governments (SCAG).

This Executive Summary describes the public outreach effort that informed the planning process throughout this study, as well as the phased implementation plan for a recommended set of services that serve all of these campuses.

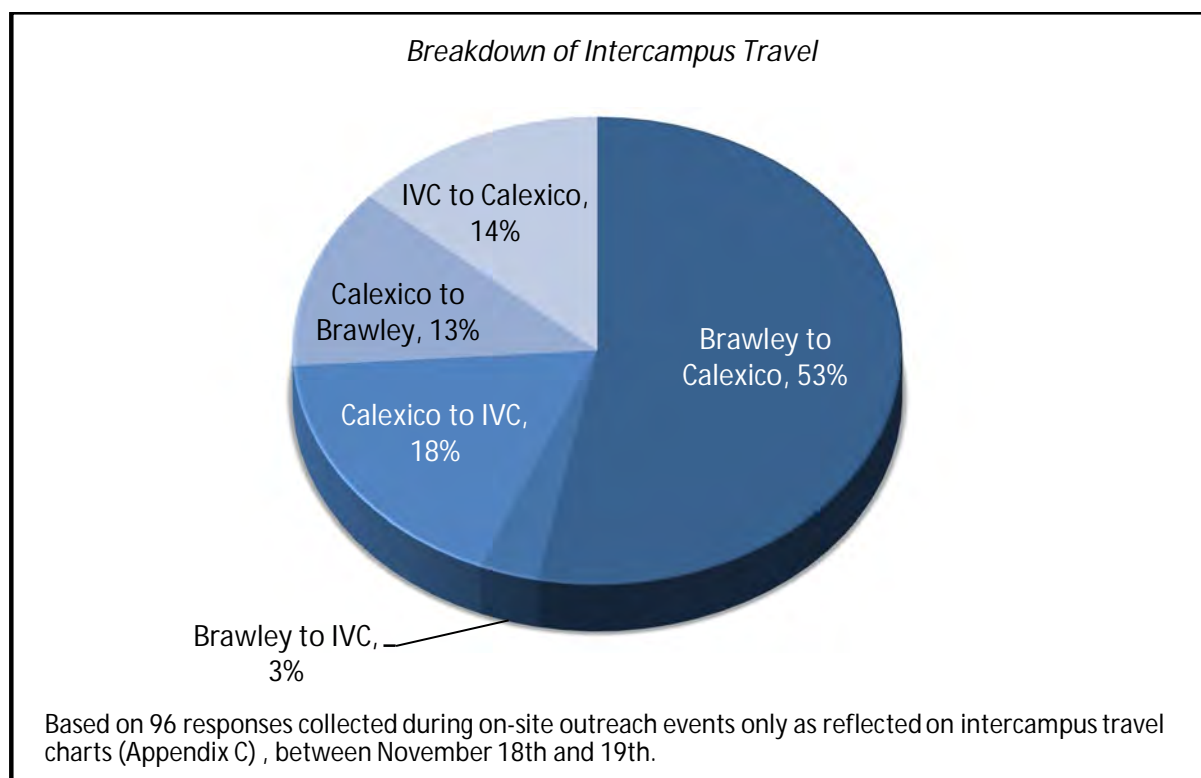
2.0 REVIEW OF PUBLIC INPUT PROCESS

Two rounds of public outreach activities took place for the Campus Transit Study. Initial public outreach efforts took place in November 2015, and gathered focused input from over 300 participants on intercampus travel patterns, student ridership, and other information to provide guidance on transit improvements. Based on initial public input, transit alternatives were developed to suite popular interests.

The second round of public outreach activities took place in April 2016, where transit alternatives were presented to the college communities. More than 100 people participated in the outreach activities to review transit alternatives and provide input to refine and prioritize the alternatives.

First Round of Outreach

According to the intercampus travel charts, trips starting from SDSU-Brawley and ending at SDSU-Calexico were most common, accounting for roughly 53%, followed by trips between SDSU-Calexico and IVC (roughly one-third).



Of the most common intercampus trips documented by participants, travel from SDSU-Brawley to SDSU-Calexico was most frequent during the afternoon (roughly 38% of participants' intercampus trips), followed by IVC to SDSU-Calexico in the afternoon (13%) and SDSU-Brawley to SDSU Calexico in the evening (12%).

The following main trends were revealed:

- Over 90% of questionnaire respondents want bus service between the college campuses.
- Current IV Transit ridership within the sampled college communities is around 19%
- Driving (74%) was identified as the main reason for not taking IV Transit, while bus fares were not viewed as a barrier to taking transit.
- 42% of questionnaire respondents attend two college campuses, while nearly 7% attend all three, collectively comprising a total of 49% of the respondents currently having intercampus commutes.
- Nearly all survey respondents were students (98%), with little participation by instructors and staff.
- 21% of the questionnaire respondents were currently cross-enrolled between SDSU-Imperial Valley and IVC.

Table 1 – Breakdown of Intercampus Travel by Time of Day

FROM > TO	Morning	Afternoon	Evening
Brawley > Calexico	4%	38%	11%
Brawley > IVC	0%	2%	1%
Calexico > Brawley	0%	5%	7%
Calexico > IVC	4%	5%	8%
IVC > Brawley	0%	0%	0%
IVC > Calexico	0%	13%	1%

Frequency	
	0% - 5%
	5.01% - 10%
	10.01% +

Second Round of Outreach

Nearly 500 sticker dots were placed on all the boards from the outreach events, amongst a total of 118 participants. The table below provides the percentage breakdowns of participants' votes for preferred service alternatives based on the alternative routes and services that were presented.

Over 50% of the participants were in favor of "Option A" (where IVC serves as a transfer point with buses circulating from SDSU-Brawley to IVC and SDSU-Calexico to IVC). "Option C" was also highly favorable amongst participants with approximately 27% of the votes.

Table 2 – Breakdown of Service Route Preferences based on Participants’ Votes

Campus	A	B	C	D	Participants Per Event
IVC Bus Stop	57.3%	7.3%	21.9%	13.5%	24
IVC Bldg 2700	50.4%	7.2%	31.1%	11.4%	66
SDSU-Brawley Lobby	25.0%	43.8%	18.8%	12.5%	4
SDSU-Calexico Quad	51.0%	19.8%	22.9%	6.3%	24
	51.1%	11.0%	27.1%	10.8%	118

Some comments specific to alternative services were as follows:

Option A:

- The level of ideal service frequency suggested by participants widely varied to include 30 minute, 45 minute, and 2 to 3 hour intervals between buses.
- Frequent service every 30 to 45 minutes seemed to align with preferences for flexibility in schedules (based on school and work).
- It was noted by several participants that the service provided in Option A could exist with some adjustments to current transit routes.

Option B:

- The start times of 10:30AM and noon were suggested by participants since IVUP students have morning classes at SDSU-Calexico.

Option C:

- Service frequency suggestions were recommended for every 2, 2 ½, and 3 hours.
- Extended service hours for later return times ranged between 7PM and 10PM to be on the safe side for those wanting to take late-afternoon classes, attend group meetings, and/or participate in on-campus events at SDSU’s main campus in San Diego.

Option D:

- Service frequency suggestions were recommended for every 1 or 2 hours.

Participants noted that Options C and D may be expensive to implement and operate, but provides a greatly needed service in the long-run due to the connections between the three college campuses and SDSU in San Diego, and NAU-Yuma.

3.0 PHASED IMPLEMENTATION OF RECOMMENDED PLAN

Several route and service alternatives were developed that would connect the three campuses – Imperial Valley College (IVC) and the San Diego State University (SDSU) – Imperial Valley satellite campuses in Calexico (SDSU-Calexico) and Brawley (SDSU-Brawley).

After a screening process, some of the route and service alternatives were eliminated from further consideration. The remaining route and service alternatives were then developed into a recommended plan, which is presented here. This recommended plan of services is also presented with its implementation phases, so as to allow for this new service in the Imperial Valley to be implemented gradually, as funding becomes available.

The phased implementation process for the recommended plan is as follows:

Phase 1 – Implement IVC Transfer Concept

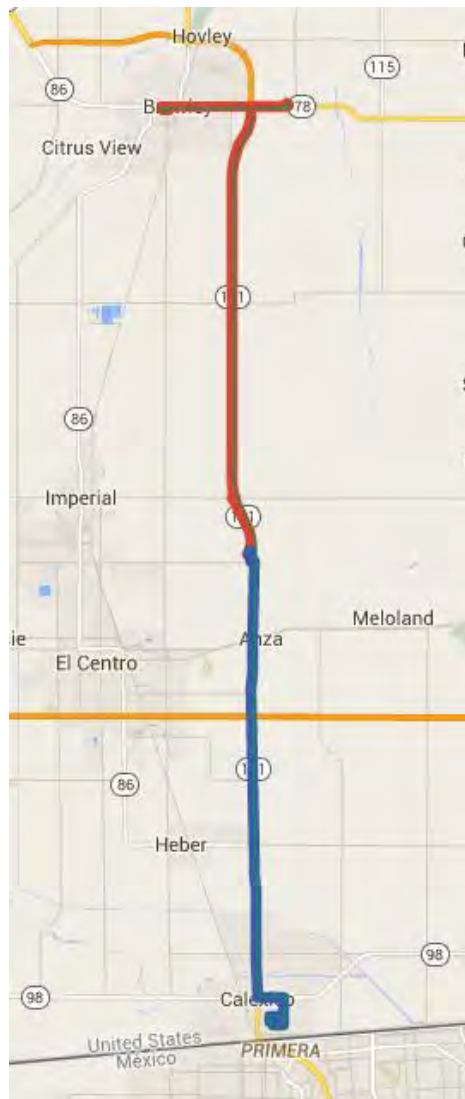
This initial phase is expected to be implemented between 2017 and 2025. With this phase, the IVC/SDSU-Calexico and IVC/SDSU-Brawley Shuttle Routes will be implemented, thus connecting the IVC campus with both of the SDSU campuses.

However, as has been previously noted, a person wishing to travel between the SDSU campuses will need to transfer at IVC, which will function as a “hub” for the shuttle system. Phase 1 is illustrated in Figure 1.

The service plan for Phase 1 is as follows:

- SDSU-Brawley/IVC Route is estimated to require approximately 60 minutes cycle time, and would utilize 1 bus to provide a 60 minute frequency of service
 - Service would operate from approximately 12:00PM to 10:30PM when school is in session
 - Would serve the IVC campus, the South Plaza transit center in Brawley and the SDSU-Brawley campus
- SDSU-Calexico/IVC Route is also estimated to require approximately 60 minutes cycle time, and would also utilize 1 bus to provide a 60 minute frequency of service
 - Service would operate from approximately 6:00AM to 10:30PM when school is in session
 - Would serve the IVC campus and the SDSU-Calexico campus

Figure 1 – Phase 1 Service – IVC Transfer Concept



Phase 2 – Implement SDSU Express Shuttle Route In Addition to IVC Transfer Concept

The second (and final) phase is expected to be implemented between 2020 and 2028. With this phase, the IVC/SDSU-Calexico and IVC/SDSU-Brawley Shuttle Routes will be complemented by the implementation of the SDSU Express Shuttle Route, which operates “express” between the two SDSU campuses.

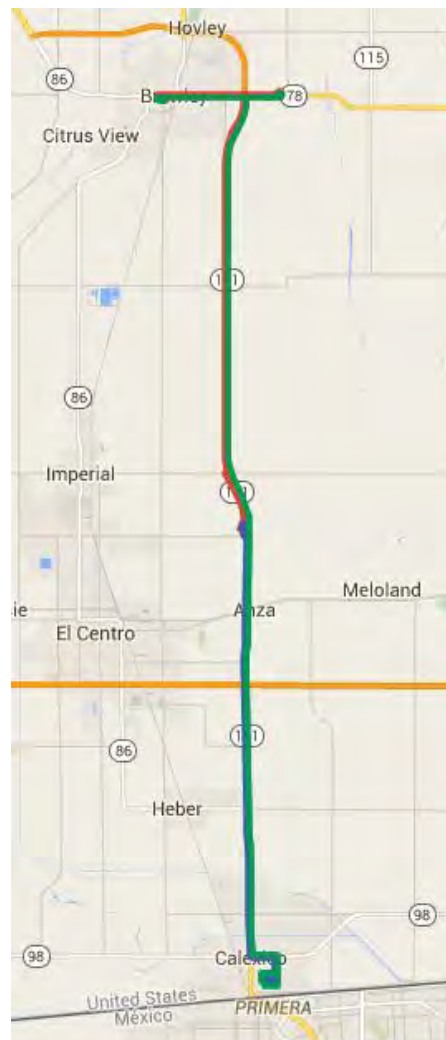
This service pattern allows any passenger traveling between any campus to have a “one seat ride” that does not require a transfer. Phase 2 is illustrated in Figure 2.

The service plan for Phase 2 is as follows:

- SDSU-Brawley/IVC Route is estimated to require approximately 60 minutes cycle time, and would utilize 1 bus to provide a 60 minute frequency of service
 - Service would operate from approximately 12:00PM to 10:30PM when school is in session

- Would serve the IVC campus, the South Plaza transit center in Brawley and the SDSU-Brawley campus
- SDSU-Calexico/IVC Route is also estimated to require approximately 60 minutes cycle time, and would also utilize 1 bus to provide a 60 minute frequency of service
 - Service would operate from approximately 6:00AM to 10:30PM when school is in session
 - Would serve the IVC campus and the SDSU-Calexico campus
- SDSU-Calexico/SDSU-Brawley Express Route is estimated to require approximately 90 minutes cycle time, and would utilize 1 bus to provide a 90 minute frequency of service
 - Service would operate from approximately 12:00PM to 10:30PM when school is in session
 - Would serve the SDSU-Calexico campus, the South Plaza transit center in Brawley and the SDSU-Brawley campus

Figure 2 – Phase 2 Service – Implement SDSU Express Shuttle Route



Longer Term Phases

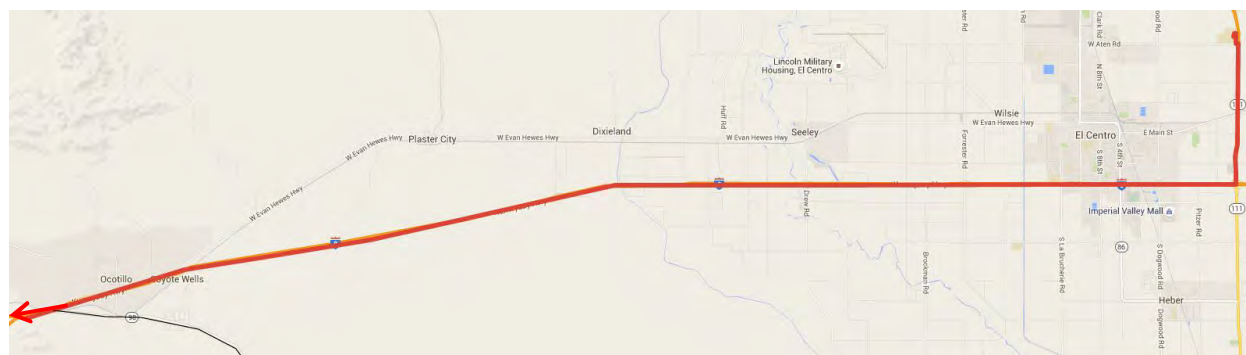
As was discussed in a prior section of the report, there are several service options which do not fit the current funding structure for providing public transportation services in the Imperial Valley, and thus would be implemented in the “longer term” (i.e., at some point after the completion of Phase 2). These phases serve locations outside of Imperial County, and as such extra-jurisdictional services fall outside the normal funding mechanisms utilized by the Imperial County Transportation Commission.

No detailed metrics beyond those utilized to estimate operating costs (and presented in a prior section of the report) were developed for these services. Nonetheless, the potential exists to operate these services in the longer term, depending on the ability to obtain additional funding from sources that may, for example, include the academic institutions.

The potential longer term phases are as follows:

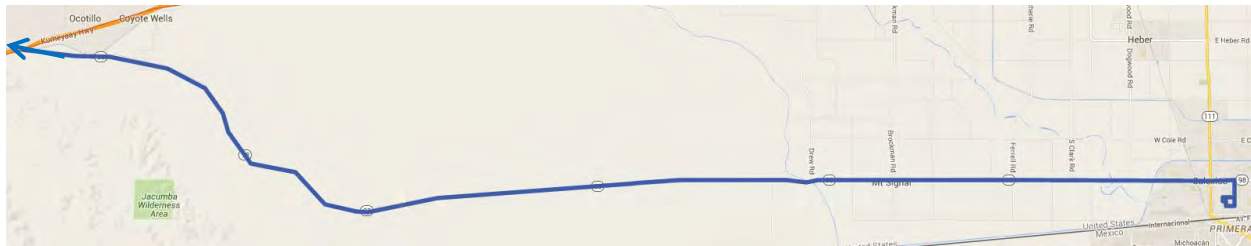
- Phase 3 – Implement SDSU Main Campus Service – In this longer-term phase, shown in Figure 3, service would be provided between the IVC campus and the SDSU Main Campus in San Diego primarily via Interstate 8.

Figure 3 – SDSU Main Campus Service from IVC



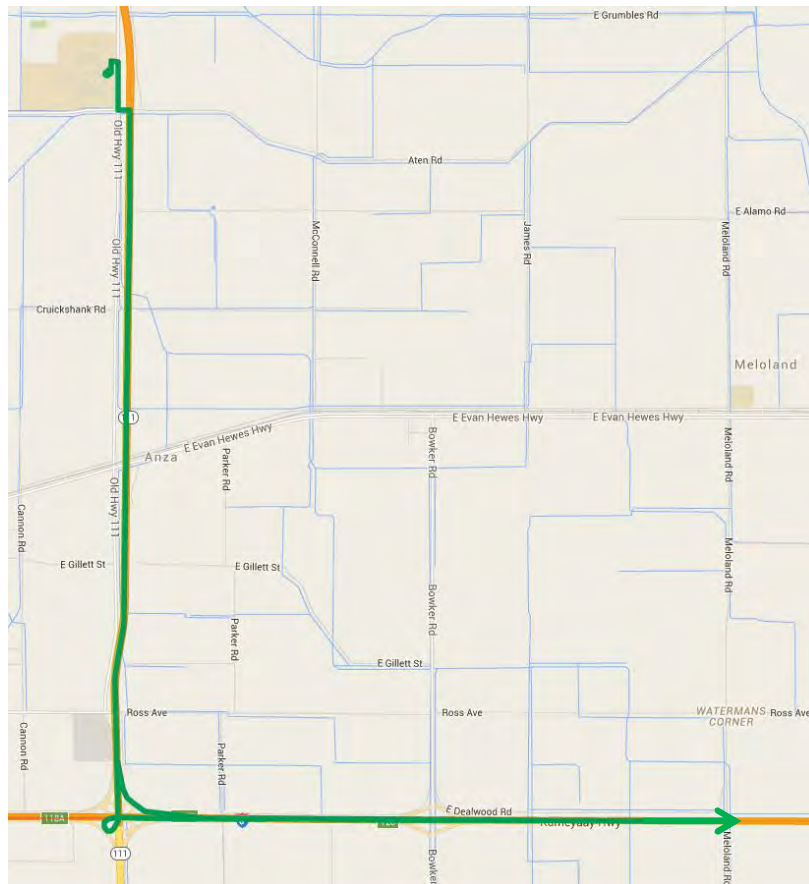
- Alternative Phase 3 – Implement SDSU Main Campus Service from SDSU-Calexico – As the option presented previously requires SDSU-Calexico students to first travel to or from IVC in order to travel to or from the SDSU Main Campus, an alternative option would instead provide the SDSU Main Campus service from SDSU-Calexico, as shown in Figure 4. This service would operate via State Route 98 (in Imperial County) and Interstate 8.

Figure 4 – SDSU Main Campus Service from SDSU-Calexico



- Phase 4 – Implement Northern Arizona University (NAU) Yuma Campus Service – In this ultimate longer term option, service would be provided between the IVC campus and the NAU Yuma Campus (primarily via Interstate 8), as shown in Figure 5.

Figure 5 – NAU Yuma Campus Service

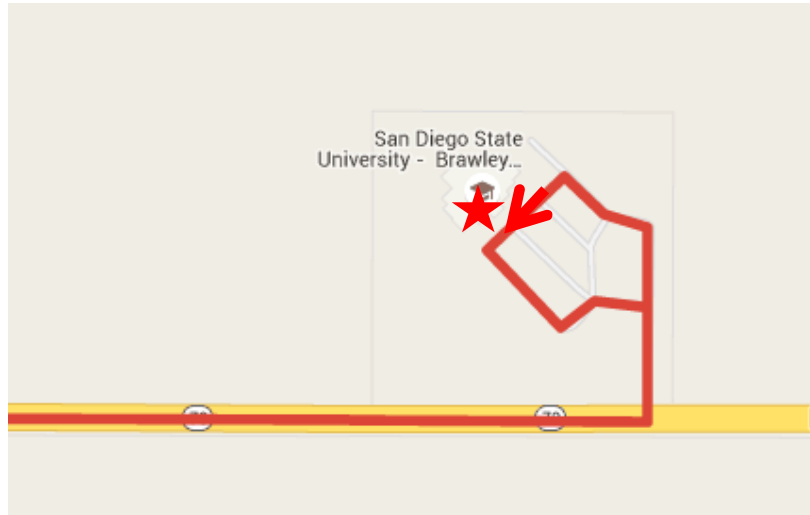


Bus Stop Locations

In addition to utilizing the existing bus stops at the IVC campus and at the South Plaza transit center in Brawley, the proposed shuttle service alternatives would also use new bus stops at the SDSU-Brawley and SDSU-Calexico campuses.

At the SDSU-Brawley campus, the new bus stop would be located along the front of the classroom building, as indicated by the star shown in Figure 6.

Figure 6 – New SDSU-Brawley Bus Stop Location



As was previously mentioned in the Existing Condition section of the report, the SDSU-Calexico campus is not directly served by the IV Transit system; however, several IV Transit routes are within walking distance. At the SDSU-Calexico campus, the new bus stop would be located along East 7th Street at the “main entrance” to the campus, as indicated by the star shown in Figure 7. Also shown are the existing IV Transit routes in the area.

Figure 7 – New SDSU-Calexico Bus Stop Location



It is assumed that each of the new bus stops would be equipped with a passenger waiting shelter as well as benches. The appropriate signage and trash containers will also be provided. It assumed – for the planning purposes of this study – that SDSU will maintain the two new bus stops, as they will be directly serving its facilities.

Vehicle Number and Type

The service plan described above would require two vehicles in Phase 1 and three vehicles in Phase 2. With the need for a spare vehicle, this means that a total of three vehicles in Phase 1 and four vehicles in Phase 2 would be required to provide the recommended level of service.

It was determined that a standard transit bus – most likely in a 35 foot length – be recommended to provide the academic shuttle service in the Imperial Valley. A standard transit bus is shown in Figure 8. Although various factors were considered, the following were especially pertinent:

- Retains a level of commonality and interoperability with the existing fleet (and therefore to likely reduce life cycle maintenance costs);
- Standard transit bus frames typically have the most options available in terms of alternative powerplants and fuel sources, which will allow for the most flexibility in selecting an alternative fuel bus for the service (and which will be discussed in a subsequent section of the report); and
- The size of a standard transit bus would mean that should higher loads occur at particular times of day or on a certain repeating basis, a more comfortable ride along State Route 111 would be provided as more passengers would be likely to obtain a seat.

Figure 8 – Standard Transit Bus



Other Transit Considerations

There are several additional transit planning considerations that should be explicitly described as part of this recommended plan. These are as follows:

- **Ridership Eligibility** – Throughout this report, it has been assumed that the Imperial County Transportation Commission would administer this academic shuttle service, and – most likely – integrate it into the existing IV Transit service (whether via the existing contract operator or by another contractor). If this service is to be part of the IV Transit system, then it must be available to the general public and not solely to members of the academic community.
- **Stopping Pattern** – It is assumed that the routes described in this recommended plan will only stop at the bus stops described in the route descriptions previously stated. Therefore, the shuttle services will provide an express “closed door” bus service between stops, and not make any additional stops.
- **Fare/Transfer Policy** – It is assumed that integration with the existing IV Transit fare structure will be undertaken in order to maximize convenience and increase potential ridership. In addition, this allows for no “fare advantage” to using any of the new shuttle routes as opposed to the existing IV Transit services.
- **Branding** – All three of the new shuttle services described in this recommended plan will be branded as the *“Imperial Valley University Transit Shuttle”*. Although it is recognized that branding such a small “sub-fleet” may create some dispatching issues for an operator, the study team determined that the benefits to a strong branding identity would allow not only the students but also the academic institutions themselves to have a stronger “sense of ownership” with regard to the service.
- **Operating/Maintenance/Storage Facility Considerations** – Adding four new buses to the existing IV Transit fleet shouldn’t pose any issues with regards to the existing operating and maintenance base or its operator.

However, it should be noted that should an alternative fuel source be selected to provide this service (i.e., especially should it be one that differs from the current fuel source), then additional capital infrastructure needs may be necessary, depending upon the fuel source selected.

4.0 ESTIMATED IMPACTS OF RECOMMENDED PLAN

The recommended plan described in this section of the report was further analyzed in order to develop additional metrics by which to gauge the potential efficacy of the service plan. These included approximate estimates – for planning purposes – of total operating costs, capital costs, ridership, revenue and farebox recovery.

Annual Operating Cost Estimates

The total annual operating cost estimates are as follows:

- 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

Capital Cost Estimates

These are as follows:

- New Bus Stops = approximately \$40,000
 - This assumes a capital cost of 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
 - This assumes a unit cost of approximately \$750,000 per bus for an alternative fuel (or electric) bus. Costs may vary; however, an examination of approximate vehicle costs appears to indicate that this assumption is appropriate for planning purposes.

 - This also assumes three vehicles are needed for revenue service by Phase 2, with an additional spare bus (i.e., utilizing a 20% spare ratio).

Annual Ridership and Revenue Estimates and Farebox Recovery Estimates

The estimated annual ridership, revenue and farebox recovery, by phase, are as follows:

- Phase 1 Estimates
 - 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%

- Phase 2 Estimates
 - 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%

5.0 GREENHOUSE GAS EMISSIONS ANALYSIS

This section of the report summarizes the results of the greenhouse gas (GHG) emissions analysis for the proposed transit shuttle routes between Imperial Valley College (IVC) and the San Diego State University (SDSU) satellite campuses in Brawley and Calexico campuses. The recommended plan includes three potential transit routes that will be implemented in two phases from 2017 to 2028. The Imperial County Transportation Commission (ICTC), the Southern California Association of Governments (SCAG), IVC and SDSU are considering different engine and fuel types (e.g., diesel, electric, etc.) for the buses that will operate on the transit routes.

Results

The results of the emission calculations are presented in Tables 1 through 4. Table 1 presents the annual GHG emissions for the different transit fuel types for Phase 1 of the project. As shown in Table 1, diesel and CNG buses would result in the largest net increase in GHG emissions at 363 and 312 MT CO₂e per year, respectively. Electric buses would result in the lowest level of GHG emissions at 88 MT CO₂e per year.

Table 1 – Phase 1 Bus Emissions (MT CO₂e/yr)

Fuel Type	Brawley-IVC Route Emissions	Calexico-IVC Route Emissions	Total Bus Emissions
Diesel	162.41	200.65	363.06
CNG	139.54	172.40	311.94
Electric	39.57	48.89	88.46
Hydrogen	87.91	108.60	196.51

Table 2 presents the total net change in emissions for the different routes in Phase 1 based on the change in bus emissions and the corresponding VMT reduction in passenger vehicles. Consistent with the results in Table 1, electric buses would result in the most substantial reduction in GHG emissions at 196 MT CO₂e per year.

Table 2 – Phase 1 Net Change in Emissions (MT CO₂e/yr)

Fuel Type	Brawley-IVC Route	Calexico-IVC Route	Total Net Change in Emissions
Diesel	33.59	45.17	78.76
CNG	10.73	16.92	27.64
Electric	-89.25	-106.60	-195.85
Hydrogen	-40.91	-46.88	-87.79

Table 3 presents the annual GHG emissions for the different transit fuel types for Phase 2 of the project. Similar to the results of Phase 1, diesel and CNG buses would result in the largest net increase in GHG emissions. Electric buses would result in the lowest level of GHG emissions.

Table 3 – Phase 2 Bus Emissions (MT CO₂e/yr)

Fuel Type	Brawley-IVC Route	Calexico-IVC Route	SDSU Calexico-Brawley Route	Total Bus Emissions
Diesel	162.41	200.65	193.56	556.62
CNG	139.54	172.40	166.31	478.25
Electric	39.57	48.89	47.16	135.62
Hydrogen	87.84	108.52	104.69	301.06

Table 4 presents the total net change in emissions for the different routes in Phase 2 based on the change in bus emissions and the corresponding VMT reductions in passenger vehicles. Similar to Phase 1, electric buses operating in Phase 2 would result in the most substantial reduction in GHG emissions. Hydrogen buses would also result in a net reduction in GHG emissions. Diesel and CNG buses would result in an overall net increase in annual GHG emissions. Based on the overall distance, annual ridership, and vehicle trips, the SDSU-Calexico/SDSU-Brawley Route would result in a net reduction in GHG emissions for all fuel types.

Table 4 – Phase 2 Net Change in Emissions (MT CO₂e/yr)

Fuel Type	Brawley-IVC Route	Calexico-IVC Route	SDSU Calexico-Brawley Route	Total Net Change
Diesel	74.89	130.21	-93.97	111.13
CNG	52.02	101.96	-121.22	32.76
Electric	-47.95	-21.55	-240.37	-309.87
Hydrogen	0.32	38.09	-182.84	-144.43

6.0 SUMMARY

The recommended plan for the proposed academic shuttle service consists of three new routes that would be implemented over two primary phases; it is anticipated that these services would operate only during the academic year.

This recommended plan will also be evaluated as part of the upcoming Short Range Transit Plan (SRTP) to be prepared by the Imperial County Transportation Commission.

**PRESENTATION TO THE
IMPERIAL COUNTY
TRANSPORTATION COMMISSION**

Recommended Plan

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



July 2016

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



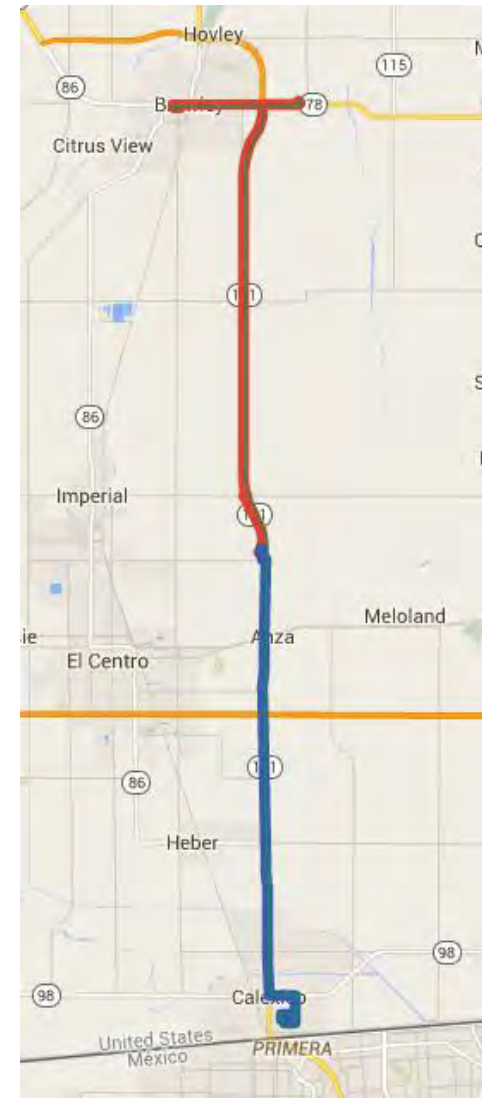


Service Concepts Alignments & Frequencies Phasing

Slide 4 – Phase 1 (2017-2025)

Implement IVC Transfer Concept

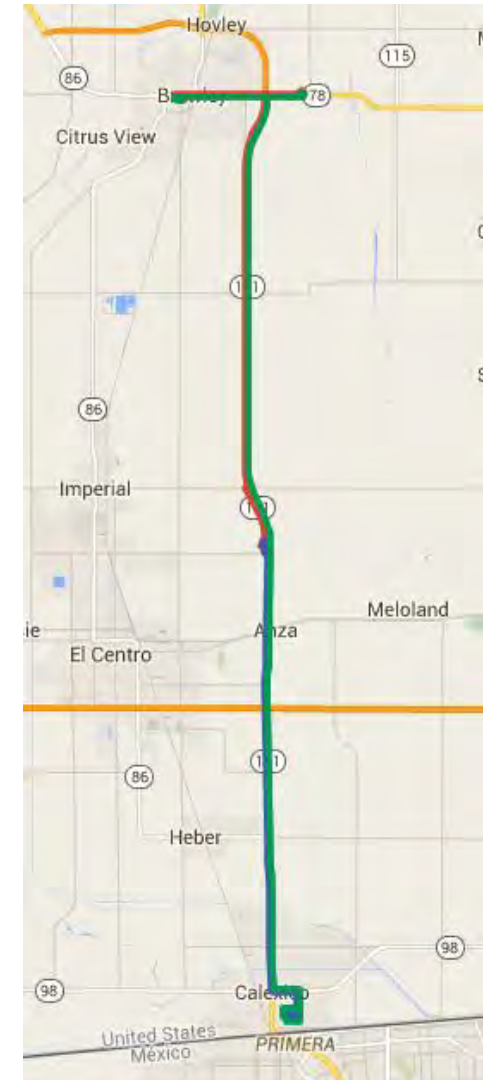
- Two new “shuttle” routes that meet at the IVC campus
- **SDSU Brawley-IVC Route** requires approximately 60 minutes cycle time
 - Uses 1 bus to provide a 60 minute frequency
 - Service operates from approximately 12:00PM to 10:30PM when school is in session
- **SDSU Calexico-IVC Route** requires approximately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

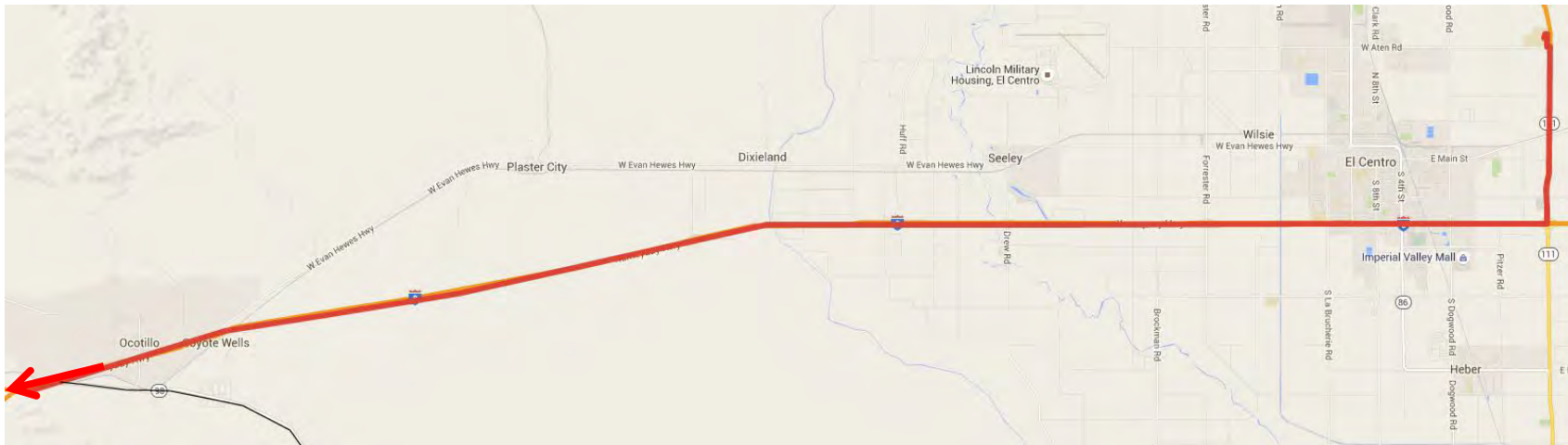
Implement IVC Transfer Concept + SDSU Express Shuttle

- **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



Slide 6 – Phase 3 – Longer Term Implement SDSU Main Campus Service

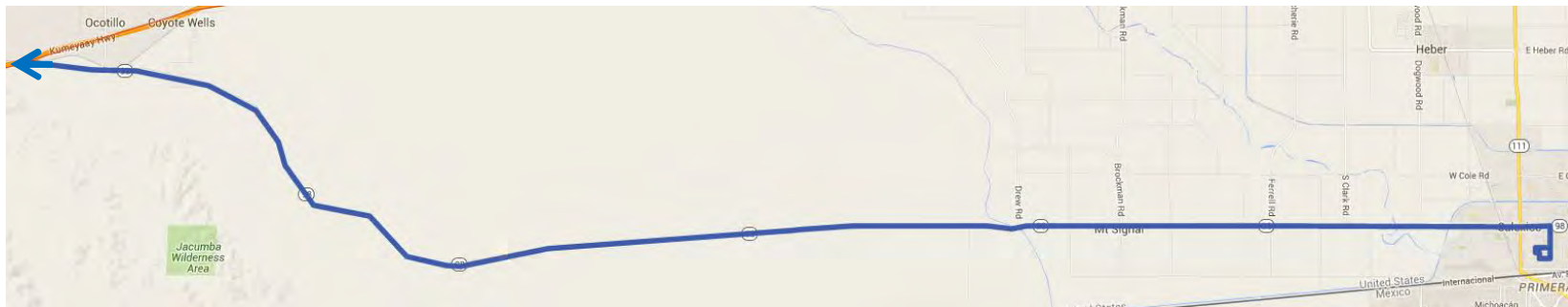
- **IVC-SDSU Main Campus Service**
 - Longer term option
 - Doesn't fit current funding structure



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

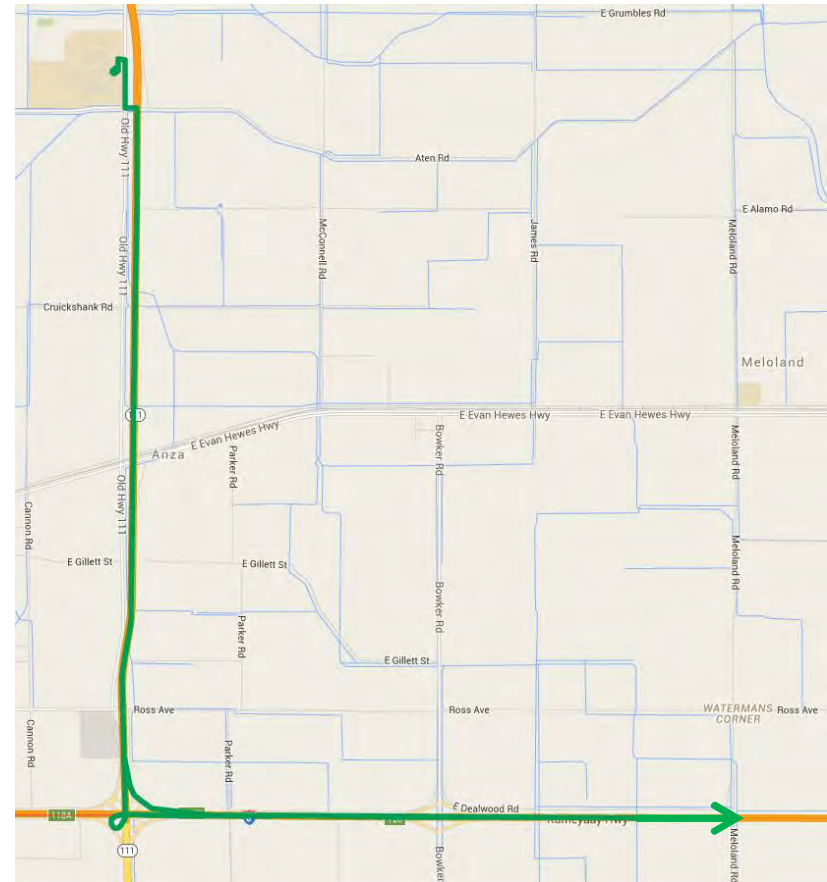
- **SDSU Calexico-SDSU Main Campus Service**

- 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

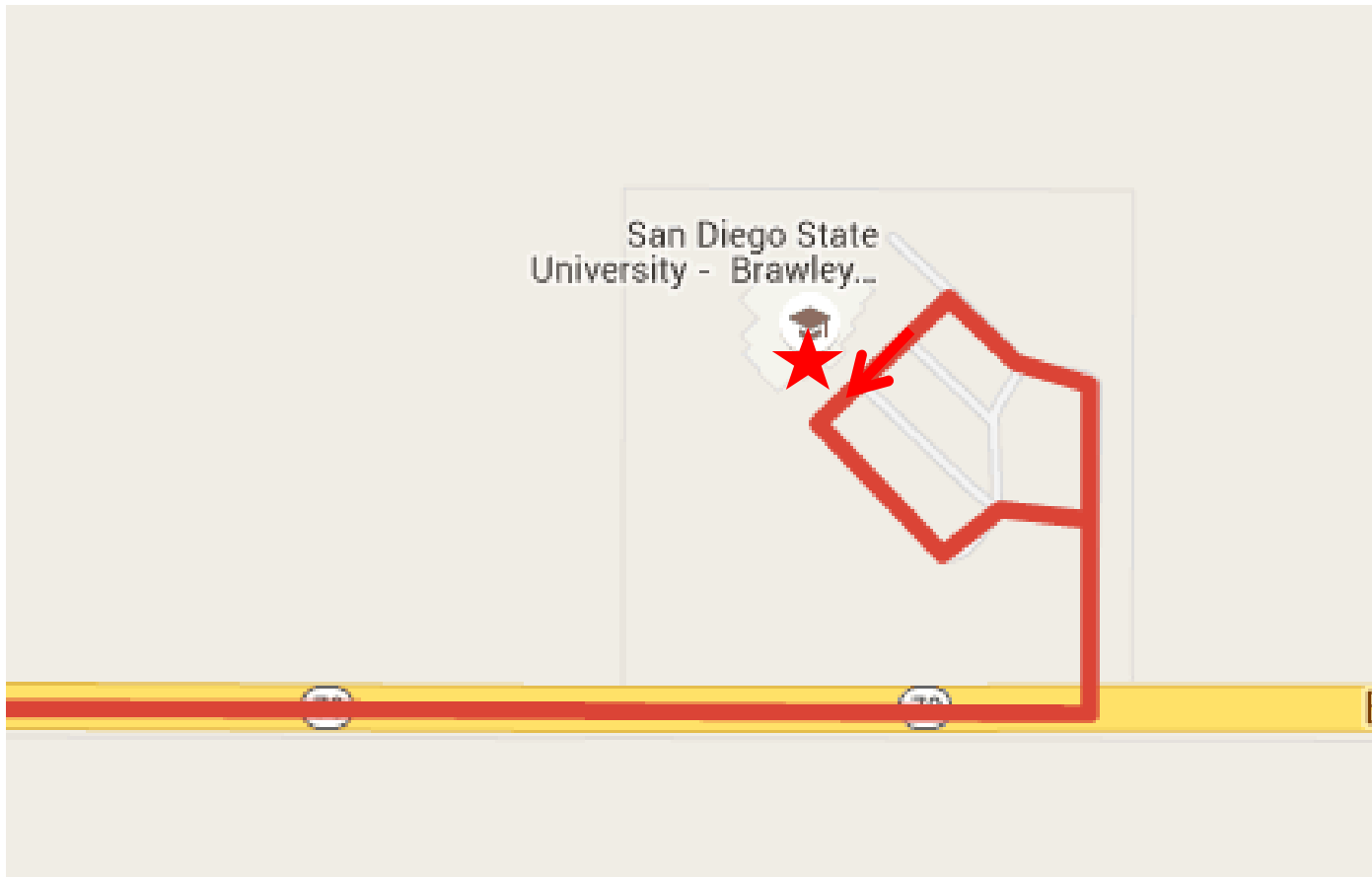


Slide 8 – Phase 4 – Longer Term Implement NAU -Yuma Service

- **IVC-NAU Yuma Service**
 - Longer term option
 - Doesn't fit current funding structure



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



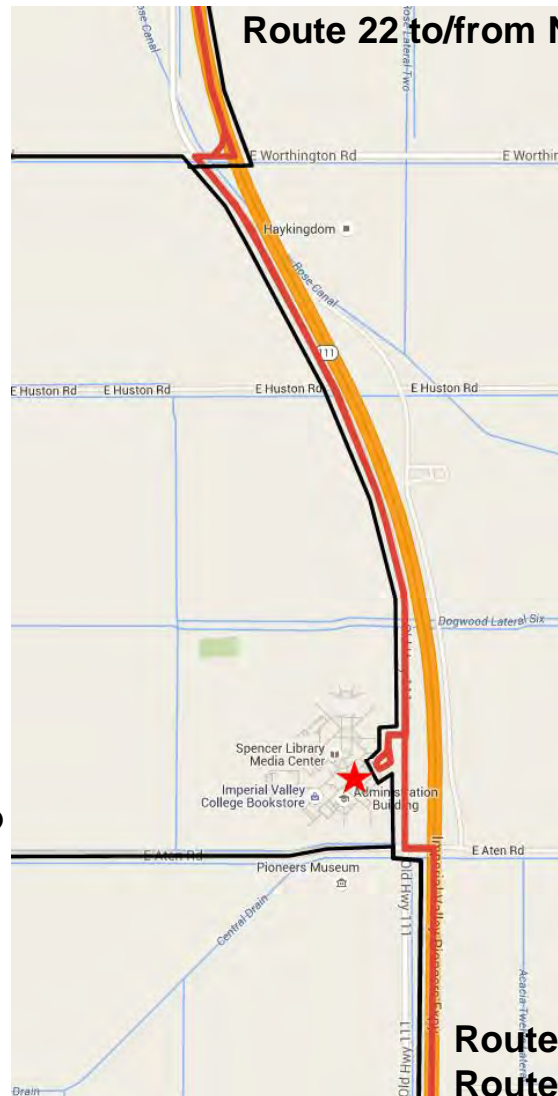
Slide 10 – IVC Stop Location

Currently Served by IV Transit Routes 2, 3, 4, 21 & 22

Route 2 to/from Niland

Route 22 to/from Niland

Route 2 to/from El Centro
Route 4 from Seeley



Route 3 to/from El Centro & Holtville
Route 21 to/from Calexico

Slide 11 – SDSU Calexico Stop Location

Currently Served by IV Transit Routes 1 & 21



Route 1 from El Centro
Route 21 from IVC



Operating Statistics
Approximate Cost Estimates
Ridership/Revenue Estimates

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 2, 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

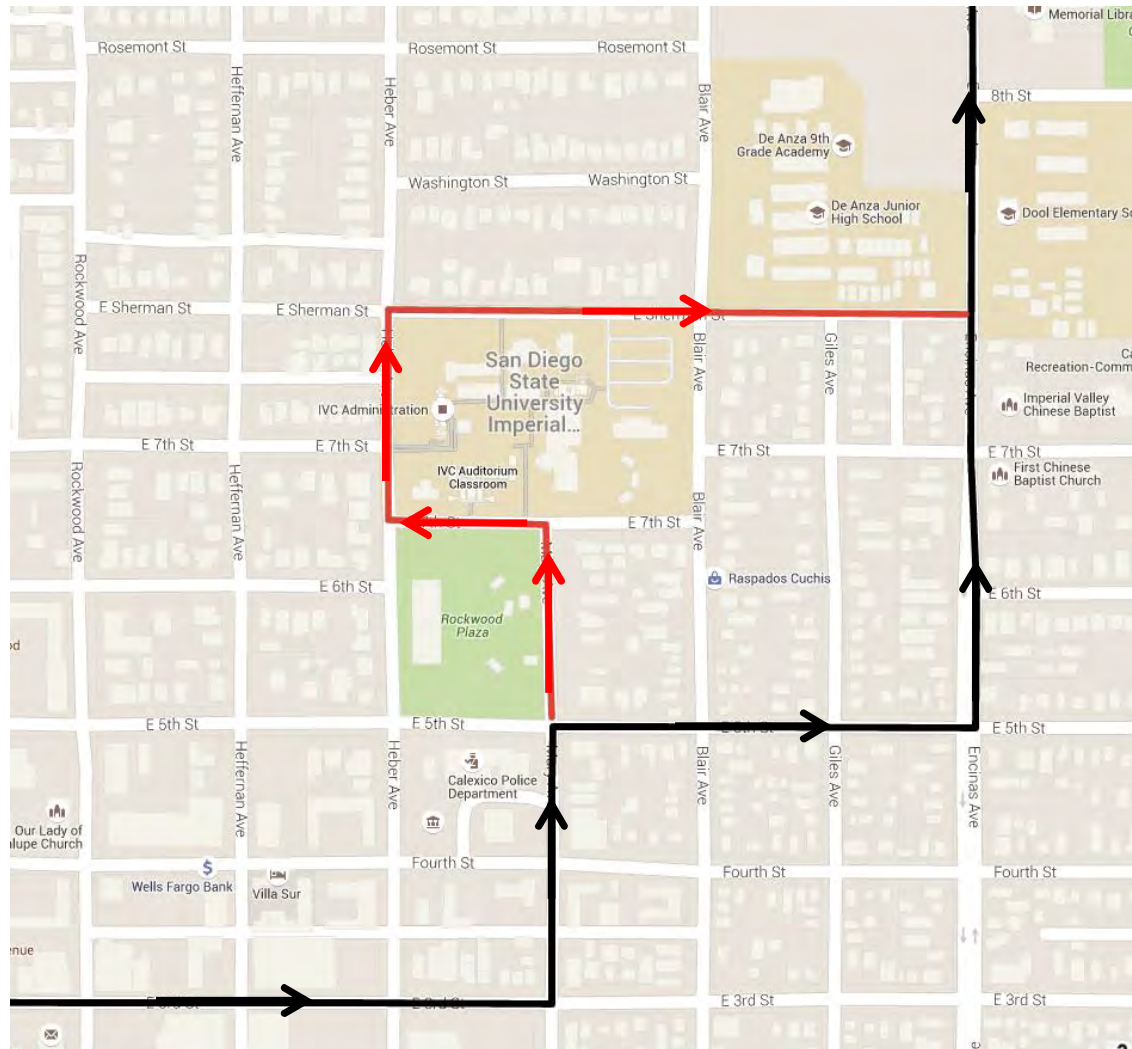
Slide 20 – Other Transit Recommendations

- 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**”

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

Slide 24 – Examples of Vehicle Types

- Recommended – Standard Transit Bus
 - *35 foot model recommended*
- Body-on-chassis “cutaway” bus
- 15 passenger van



Slide 25 – Greenhouse Gas Emissions Analysis

- Analysis based on various engine and fuel types...
 - Diesel
 - CNG
 - Electric
 - Hydrogen
- Emission estimates based on...
 - Fuel type
 - Vehicle miles traveled (VMT) for each of the bus routes in Phases 1 and 2
 - Offset of VMT associated with new ridership (riders shifting from driving personal vehicles to transit shuttles)

Slide 26 –Greenhouse Gas Emission Factors

- Greenhouse gas emissions from operating transit buses
 - Diesel: 2,557 grams of carbon dioxide equivalents (CO₂e)/mile
 - CNG: CO₂e emissions reduction by 14% compared to diesel operation
 - Electric: CO₂e emissions reduction by 76% compared to diesel operation
 - Hydrogen: CO₂e emissions reduction by 46% compared to diesel operation
- These “Well-to-Wheels” emission factors account for the production and distribution of the different fuel types, including hydrogen and electricity.

Slide 27 –Greenhouse Gas Emission Factors

Phase 1 Bus Emissions (MT CO₂e/yr)

Fuel Type	Brawley-IVC Route Emissions	Calexico-IVC Route Emissions	Total Bus Emissions
Diesel	162.41	200.65	363.06
CNG	139.54	172.40	311.94
Electric	39.57	48.89	88.46
Hydrogen	87.91	108.60	196.51

Fuel Type	Brawley-IVC Route	Calexico-IVC Route	Total Net Change in Emissions
Diesel	33.59	45.17	78.76
CNG	10.73	16.92	27.64
Electric	-89.25	-106.60	-195.85
Hydrogen	-40.91	-46.88	-87.79

Slide 28 –Greenhouse Gas Emission Factors

Phase 2 Bus Emissions (MT CO₂e/yr)

Fuel Type	Brawley-IVC Route	Calexico-IVC Route	SDSU Calexico-Brawley Route	Total Bus Emissions
Diesel	162.41	200.65	193.56	556.62
CNG	139.54	172.40	166.31	478.25
Electric	39.57	48.89	47.16	135.62
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Fuel Type	Brawley-IVC Route	Calexico-IVC Route	SDSU Calexico-Brawley Route	Total Net Change
Diesel	74.89	130.21	-93.97	111.13
CNG	52.02	101.96	-121.22	32.76
Electric	-47.95	-21.55	-240.37	-309.87
Hydrogen	0.32	38.09	-182.84	-144.43

Discussion and Questions?



VII. ACTION CALENDAR

A. DRAFT ICTC OWP AND BUDGET, FY 2016-2017



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

July 21, 2016

James Predmore, Chairman
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 Commission Members:

The previous fiscal year of FY 2015-2016 was a 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.

The ICTC Management Committee met on July 13, 2016 and recommended to forward the Draft ICTC Overall Work Program (OWP) and Budget for FY 2016-2017 to the Commission for review and approval.

Sincerely,



MARK BAZA
Executive Director

MB/ksw/cl
Attachments

IMPERIAL COUNTY TRANSPORTATION COMMISSION FUNDING SOURCES

DRAFT

					Budget	Estimated Actual	Budget	
					FY 2015-16	FY 2015-16	FY 2016-17	%
1	2	3	4	5	6	7	8	9
REVENUES								
<u>FEDERAL</u>								
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%
<u>STATE</u>								
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%
<u>LOCAL</u>								
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	TOTAL				\$21,642,336	\$15,522,397	\$15,663,895	-27.6%

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	TOTAL				\$21,642,636	\$15,522,397	\$15,663,895	-27.6%

IMPERIAL COUNTY TRANSPORTATION COMMISSION FY 2016-17

Draft

Consolidated Administration, Operations and Planning					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 Coordination Program			\$ 129,210	\$ -	\$ 129,210
D	493000	Local - Member Agency Contributions, SCAG Reimbursements and Reimbursement for Services Provided			\$ 15,000	\$ 117,500	\$ 132,500

E	Total Revenues				\$ 1,422,080	\$ 689,400	\$ 2,111,480
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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

N	Administration and Operations Subtotal				\$ 724,380	\$ 360,200	\$ 1,084,580
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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				Subtotal	\$ 209,700	\$ 32,200	\$ 241,900

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				Subtotal	\$ 488,000	\$ 297,000	\$ 785,000

FF	Total Professional and Specialized Projects and Services				\$ 697,700	\$ 329,200	\$ 1,026,900
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GG	Total Expenditures				\$ 1,422,080	\$ 689,400	\$ 2,111,480
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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		2016-17	\$261,436		\$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	Total												\$15,663,895

Projected Expenditures																									
	Service	Cost	Estimated Fares	On Hand balance	STIP PPM	2% and 5% LTA Transit	SCAG / member contributions	Prop 1B CTS GP & 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	ICTC Transit Fleet - Capital Reserve	Total \$	2,111,480	\$ -	\$ 157,900	\$ 300,000	\$ -	\$ 132,500	\$ -	\$ 129,210	\$ -	\$ 1,391,870	\$ 3,143,980												
Z	Revenue Stabilization/Operating Reserve	\$	900,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 900,000	\$ 900,000												
AA	Bikes and Peds Art 3	\$	35,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,000	\$ 35,000												
BB		\$	189,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 189,000	\$ 189,000												
CC	Total	\$	15,663,895	\$	1,033,157	\$	157,900	\$	300,000	\$	1,153,240	\$	132,500	\$	319,588	\$	2,094,788	\$	2,276,290	\$	1,169,031	\$	7,027,401	\$	15,663,895

IMPERIAL COUNTY TRANSPORTATION COMMISSION FY 2016-17 TRANSIT PROGRAMS FINANCE PLAN

DRAFT

Projected Revenues													
	1	2	3	4	5	6	7	8	9	10	11	12	13
FEDERAL	SUBTOTAL					TOTAL	STATE					SUBTOTAL	TOTAL
A	FTA 5307 Urban	2016-17	\$2,276,290			\$2,276,290							
B	FTA 5309 Capital	2011-12	\$747,000			\$747,000			TDA- STA	2015-16	\$300,000		
C	FTA 5310 MMP	2014-15	\$129,210			\$129,210				2016-17	\$869,031	\$1,169,031	
D	FTA 5311 Rural	2013-14/ 2014-15	\$957,142						TDA - LTF SB325	2015-16	\$727,401		
E		2016-17	\$261,436			\$1,218,578				2016-17	\$6,300,000	\$7,027,401	
F						\$4,371,078							
LOCAL													
G	Fare revenue	2016-17	\$1,033,157			\$1,033,157			PTMISEA	2009-10	\$186,250	\$186,250	
H	On Hand /Int	2014-15	\$150,000			\$150,000							
I	LTA 2% and 5%	2016-17	\$1,153,240			\$1,153,240			CTSGP	2013-14	\$133,338	\$133,338	
J	SCAG / member cont	2016-17	\$15,000			\$15,000	\$2,351,397						\$8,516,020
K	Total												\$15,238,495

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
SERVICES													
L	CWTS - IVT	\$ 3,389,316	\$ 576,184	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 64,841	\$ 1,290,626	\$ -	\$ 1,457,665	\$ 3,389,316
M	CWTS - IVT Blue/Green	\$ 702,877	\$ 28,115	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 307,508	\$ -	\$ 367,254	\$ 702,877
N	CWTS - IVT Gold	\$ 289,046	\$ 11,562	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 164,302	\$ -	\$ -	\$ 113,182	\$ 289,046
O	ADA Paratransit	\$ 1,696,579	\$ 169,658	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 32,293	\$ 678,156	\$ 778,837	\$ 37,635	\$ 1,696,579
P	YCAT #5 and #10	\$ 138,710	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 138,710	\$ 138,710
Q	IVT MedTrans	\$ 578,352	\$ 70,625	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 390,194	\$ 117,533	\$ 578,352
R	Total	\$ 6,794,880	\$ 856,144	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 261,436	\$ 2,276,290	\$ 1,169,031	\$ 2,231,979	\$ 6,794,880
S	CWTS - IVT RIDE	\$ 1,115,544	\$ 106,555	\$ -	\$ -	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 708,989	\$ 1,115,544
T	CWTS - IVT RIDE EC	\$ 704,587	\$ 70,459	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 584,128	\$ 704,587
U	Total	\$ 1,820,131	\$ 177,014	\$ -	\$ -	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,293,117	\$ 1,820,131
Vehicle Purchase													
V	IVT Cutaways (6)	\$ 522,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 522,000	\$ 522,000
W	Total	\$ 522,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 522,000	\$ 522,000
Construction													
X	Imp Transf Trmnl	\$ 933,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 186,250	\$ 747,000	\$ -	\$ -	\$ -	\$ 933,250
Y	Heber ADA and Bus Stop Improvements	\$ 800,000	\$ -	\$ -	\$ -	\$ 708,240	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 91,760	\$ 800,000
Z	Niland ADA and Bus Stop Improvements	\$ 95,000	\$ -	\$ -	\$ -	\$ 95,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 95,000
AA	Brawley Bus Stops Phase 1 and 2	\$ 1,074,816	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 957,142	\$ -	\$ -	\$ 117,674	\$ 1,074,816
Maintenance													
BB	EI Centro 7th /State Transfer Terminal	\$ 45,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45,000	\$ 45,000
CC	Brawley (5th/Plaza) Transfer Terminal	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ 50,000
DD	Calexico (3rd/Paulin) Transfer Terminal	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000	\$ 25,000
EE	EC Regional bus stop maintenance	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000	\$ 25,000
FF	Benches and Shelters	\$ 75,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75,000	\$ 75,000
Miscellaneous													
GG	CTSGP grants	\$ 133,338	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 133,338	\$ -	\$ -	\$ -	\$ -	\$ 133,338
HH	Winterhven Bus Stop	\$ 35,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,000	\$ 35,000
II	Total	\$ 3,291,404	\$ -	\$ -	\$ -	\$ 803,240	\$ -	\$ 319,588	\$ 1,704,142	\$ -	\$ -	\$ 464,434	\$ 3,291,404
JJ	ICTC Transit Admin/Operations	\$ 937,080	\$ -	\$ -	\$ -	\$ -	\$ 15,000	\$ -	\$ 129,210	\$ -	\$ -	\$ 792,870	\$ 937,080
KK	ICTC Transit Plans/Programs	\$ 485,000	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 335,000	\$ 485,000
LL	ICTC Regional Planning/Programs	\$ 264,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 264,000	\$ 264,000
MM	Total	\$ 1,686,080	\$ -	\$ 150,000	\$ -	\$ -	\$ 15,000	\$ -	\$ 129,210	\$ -	\$ -	\$ 1,391,870	\$ 1,686,080
NN	ICTC Transit Fleet - Capital Reserve	\$ 900,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 900,000	\$ 900,000
OO	Revenue Stabilization/ Operating Reserve	\$ 35,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,000	\$ 35,000
PP	Bikes and Peds Art 3	\$ 189,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 189,000	\$ 189,000
QQ	Total	\$ 15,238,495	\$ 1,033,157	\$ 150,000	\$ -	\$ 1,153,240	\$ 15,000	\$ 319,588	\$ 2,094,788	\$ 2,276,290	\$ 1,169,031	\$ 7,027,401	\$ 15,238,495

IMPERIAL COUNTY TRANSPORTATION COMMISSION FY 2016-17

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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

VII. ACTION CALENDAR

- B. 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 20, 2016

James Predmore, Chairman
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 Commission 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**

The ICTC Management Committee met on July 13, 2016 and 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

1 **FIRST MODIFICATION TO AGREEMENT FOR SERVICES**

2
3 THIS FIRST MODIFICATION TO AGREEMENT FOR SERVICES (“First
4 Modification”) made and entered into this _____, 2016, is by and between
5 the **IMPERIAL COUNTY TRANSPORTATION COMMISSION (“ICTC”)**, and **C.O.H. &
6 ASSOCIATES, INC.**, a California corporation (“CONSULTANT”). The terms “Party” or
7 “Parties” shall mean the individual or collective participants of this First Modification.

8 **W I T N E S S E T H**

9 **WHEREAS**, ICTC and CONSULTANT entered into that certain Agreement for Services
10 dated June 25, 2014 to assist ICTC in meeting the goals, deadlines and outcomes required of the
11 State and Federal Metropolitan Transportation Planning process (“Agreement”) attached hereto and
12 incorporated by reference herein as **Exhibit “1”**; and

13 **WHEREAS**, the term of the Agreement is set to expire on June 30, 2016, and the Parties
14 wish to extend the term of the Agreement for an additional two (2) years FY 2016-17 and FY
15 2017-18; and

16 **WHEREAS**, paragraph 22 of the Agreement provides that no modification, waiver,
17 amendment, discharge, or change of the Agreement shall be valid unless the same is in writing
18 and signed by both Parties; and

19 **WHEREAS**, the Parties wish to update the description of work and compensation as
20 described in the document entitled, “Proposed Work Plan: Fiscal Years 16/17 & 17/18” dated May
21 9, 2016, attached hereto and incorporated by this reference herein as **Exhibit “2”**.

22 **NOW, THEREFORE**, in consideration of their mutual covenants, ICTC and
23 CONSULTANT have and hereby agree to the following:

- 24 1. Paragraph 3 of the Agreement shall be amended to read as follows:

25 **“DESCRIPTION OF WORK**

26 CONSULTANT shall provide all materials and labor to complete the Project as set
27 forth in **Exhibit “2”**.”

28 ///

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

2 **“COMPENSATION**

3 **6.2** The total compensation payable under this Agreement for services for the
4 additional two (2) years FY 2016-17 and FY 2017-18 shall not exceed sixty
5 thousand dollars (\$60,000.00) as set forth in **Exhibit “2”.**”

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

7 **“TERM OF AGREEMENT**

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

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

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

13 **IMPERIAL COUNTY TRANSPORTATION**
14 **COMMISSION**

C.O.H. & ASSOCIATES, INC.



15
16
17 By:
18 Chairman

19 By: Carlos Ortiz Hernandez

20 **ATTEST:**

21 By: MARK BAZA
22 Executive Director

23 **APPROVED AS TO FORM:**
24 KATHERINE TURNER
25 COUNTY COUNSEL


26 
27 Eric Havens
28 Deputy County Counsel

EXHIBIT “1”

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES ("Agreement") made and entered into this
June 25, 2014, is by and between the IMPERIAL COUNTY
TRANSPORTATION COMMISSION, a political subdivision of the State of California ("ICTC"),
and C.O.H. & ASSOCIATES, INC., a California corporation ("CONSULTANT").

WITNESSETH

WHEREAS, ICTC desires to retain a qualified individual, firm or business entity to
provide professionals to assist ICTC in meeting the goals, deadlines and outcomes required of the
State and Federal Metropolitan Transportation Planning process; and

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

WHEREAS, ICTC is authorized to enter into this Agreement pursuant to Public Utilities
Code Section 132820.

NOW, THEREFORE, in consideration of their mutual covenants, ICTC and
CONSULTANT have and hereby agree to the following:

1. PARTIES TO AGREEMENT

This Agreement is by and between ICTC and CONSULTANT. ICTC and
CONSULTANT are individually referred to as "Party" and collectively as "Parties."

2. CONTRACT COORDINATION

2.1. The Executive Director shall be the representative of ICTC for all purposes under
this Agreement. The Executive Director, or a designated representative, is hereby
designated as the Contract Manager for ICTC and shall supervise the progress and
execution of this Agreement.

2.2. CONSULTANT shall assign a single Contract Manager to have overall
responsibility for the progress and execution of this Agreement. Carlos Ortiz
Hernandez is hereby designated as the Contract Manager for CONSULTANT.

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 (15th) 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. & 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.

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21 

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21 

22 By:
23 Chairman

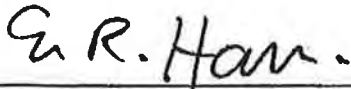
By: Carlos Ortiz Hernandez

24 **ATTEST:**

25
26 
27 By: MARK BAZA
28 Executive Director

1 APPROVED AS TO FORM:

2 MICHAEL L. ROOD
3 COUNTY COUNSEL

4 

5

6 By: Eric Havens
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)

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

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

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 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)

Task	Total Hours	FY16-17 Hours	FY17-18 Hours
1	225	113	112
2	113	28	85
3	37	18	19
Total	375	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.

VII. ACTION CALENDAR

C. 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 20, 2016

James Predmore, Chairman
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 Commission 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**

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.

The ICTC Management Committee met on July 13, 2016 and 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

VII. ACTION CALENDAR

- D. IVT ACCESS—ADA PARATRANSIT SERVICES
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 20, 2016

James Predmore, Chairman
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 Commission 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**

July 20, 2016

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.

The ICTC Management Committee met on July 13, 2016 and 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:

28
By:  _____

NICK PROMPONAS
Senior Vice President

APPROVED AS TO FORM:

KATHERINE TURNER
COUNTY COUNSEL

By:  _____

Eric Havens
Deputy County Counsel

Handwritten text, possibly a signature or name, appearing as a large, stylized scribble.

Handwritten text, possibly a date or short note, appearing as a smaller scribble.

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.

VII. ACTION CALENDAR

- E. 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 20, 2016

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

The Management Committee met on July 13, 2016 and 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: _____
Shelly Kreger, Transit Director

ATTEST:

By: _____
Carol Perez, Administrative Assistant

APPROVED AS TO FORM:

By: _____
Wayne C. Benesch, YCIPTA Legal Counsel

IMPERIAL COUNTY TRANSPORTATION COMMISSION

By: _____
Chairperson, Imperial County Transportation Commission

ATTEST:

By: _____
Cristi Lerma, Secretary to the Commission

APPROVED AS TO FORM:
Katherine Turner, County Counsel

By: Eric Havens
Eric Havens, Deputy County Counsel

QUECHAN INDIAN TRIBE

By: _____
Mike Jackson, Sr., President

APPROVED AS TO FORM:

By: _____
Tribal Attorney



Eastern Imperial County Transit Services Operations and Implementation Business Plan



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

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

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Section 1	Overview of Routes Statement of Purpose and Need
Section 2	Roles and Responsibilities
Section 3	Overview of Operating Plan & Funding
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Section 5	Additional Details of Operating Plan
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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?
Blue Route 5 Quechan Shuttle	Rural Flex Route	43 Stops	60 minutes	1	7:15 am to 7:10 pm – Monday-Friday 9:15 am to 4:10 pm – Saturday	Flex route service in a counter clockwise direction within the Fort Yuma Indian Reservation and Winterhaven from Paradise Casino via Picacho Road and Interstate 8 to Andrade Port of Entry, Downtown Yuma Transit Center and Quechan Casino Resort.
Turquoise Route 10 Interstate 8/El Centro	Special Service	29 Stops	2 round trips	1	9:15 am to 11:30 am/2:00 pm to 5:30 pm Monday & Wednesday	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, 2012¹

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"> • Ages 19-64 years old • Youth ages 5-18 years old without school ID 	Discount <ul style="list-style-type: none"> • Seniors age 65 & older • Persons with Disabilities • Medicare Card Holders • ADA Certified • Student ages 5-18 years old with school ID 	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.

¹ 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
	Routes	Blue Route 5	Turquoise Route 10
	Days Operating	Monday-Saturday	Mon, Wed
	Fiscal Year 2016-2017	Budget	Budget
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	TOTAL SUBSIDY (Over)/Under	\$270,159.79	\$56,217.43
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 and on all YCAT marketing pieces. YCIPTA will seek vendors in El Centro to sell bus passes on behalf of YCIPTA. This includes El Centro City Hall and Circle K.

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

QUECHAN will have IVT and YCAT Rider's Guides available for distribution throughout the Reservation, promote the routes through door-to-door distribution of information, placement of route information online, on 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 and www.ivtransit.com websites and available via the YCAT telephone information system at 928.783.2235 and the IVT telephone information system at 760.482.2900. Service will be noted as a YCAT service.

2. Dispatch

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

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

3. Spare Ratio

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

4. Bus Operators

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

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

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

Bus 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 14th Street, Yuma, Arizona.

6. Customer Service

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

7. Schedules

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

8. Newspapers

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

9. Transfer Agreements

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

10. Complementary ADA Paratransit Program

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

designated as a commuter route under 49 C.F.R. Part 37 of Federal Regulations, therefore ADA complementary paratransit requirements do not apply. Passengers requesting ADA paratransit service would either ride YCAT OnCall in Yuma County or IVT Access in Imperial County, both within a 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.

VII. ACTION CALENDAR

- F. IMPERIAL COUNTY AIR POLLUTION CONTROL DISTRICT RULE 310—OPERATIONAL DEVELOPMENT FEE COMMITTEE APPOINTMENT



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

July 21, 2016

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

SUBJECT: Imperial County Air Pollution Control District Rule 310 – Operational Development
Fee Committee appointment

Dear Commission Members:

ICTC was recently notified that a voting position for an ICTC Board member to serve on the Imperial County Air Pollution Control District Rule 310 – Operational Development Fee Committee. Previously, former Councilmember Sedalia Sanders served on the committee on behalf of ICTC. The committee only meets when projects are available for funding typically once a year.

Section E.7.a. (8) states that the committee should be comprised of nine members including a representative of ICTC, appointed by ICTC Regional Council.

More information regarding Rule 310 can be found at the following link and is also attached this letter:
<http://www.co.imperial.ca.us/AirPollution/PlanningDocs/RULE310.pdf>

ICTC Staff forwards this item to the ICTC Commission for review and approval after public comment(s), if any:

1. Appoint a member of the Commission to the Imperial County Air Pollution Control District Rule 310 – Operational Development Fee Committee.

Sincerely,

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

MARK BAZA
Executive Director

MB/cl

Attachment

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

RULE 310 OPERATIONAL DEVELOPMENT FEE

(Adopted 11/06/2007; Revised 12/02/2008; 01/01/2011; 06/28/2011;
01/01/2012 - 01/01/2016)

A. Purpose

The purpose of this rule is to provide the Imperial County Air Pollution Control District (APCD) with a sound method for mitigating the emissions produced from the operation of new commercial and residential development projects throughout the County of Imperial and incorporated cities. All project proponents have the option to either provide: off-site mitigation, pay the operational development fee, or do a combination of both. This rule will assist the APCD in attaining the State and federal ambient air quality standards for PM₁₀ and Ozone.

B. Definitions

For the purposes of this rule, and in addition to the definitions in Rule 101, Definitions, the following definitions shall apply:

- B.1 COMMERCIAL:** Commercial means any new construction, including additions of structures, which are not residential or industrial, as defined herein, and which are for profit.
- B.2 INDUSTRIAL:** Industrial means, for the purpose of this rule, any new construction, including additions to structures, whose primary function is subject to Rule 207, New and Modified Stationary Source Review Rule and/or Rule 201, Permits Required.
- B.3 MINOR SUBDIVISION (PARCEL MAPS):** Any division of land (real property) consisting of four or less lots.
- B.4 MITIGATION:** For the purpose of this rule, mitigation means an activity taken or conditions incorporated in a project to avoid, minimize, reduce, eliminate, or compensate emissions estimated to occur from new development projects.
- B.5 OPERATIONAL DEVELOPMENT:** Operational Development means any facility, building, structure, installation, real property, road or highway which attracts or may attract mobile sources of air pollution.
- B.6 RESIDENTIAL:** Residential means any construction of a family dwelling unit. Each dwelling shall be considered one unit. Residential projects can be placed in the following two categories:
- B.6.a SINGLE FAMILY DWELLING:** A building, including accessory buildings, used as living quarters by one family.

B.6.b **MULTIPLE FAMILY DWELLING:** A building, including accessory buildings, used as living quarters by multiple families residing independent of one another.

B.7 **WAREHOUSE:** A structure or room for the storage of merchandise or commodities which is considered a commercial enterprise for the purposes of this rule. A warehouse maybe either private or public.

C. Exemptions

The following construction units are exempt from provisions of this rule:

C.1 All Minor Subdivision residential projects of four or less single family dwelling units shall be exempted.

C.2 Low income residential projects, as certified by the department of Housing and Urban Development (HUD), directly aided by federal, State, or local housing funds shall be exempted. For multiple family dwelling projects, only those units that are directly aided by federal, State or local housing funds shall be exempt.

C.3 Reconstruction of any development project that is damaged or destroyed and is rebuilt to essentially the same use and intensity.

C.4 Remodeling of commercial, warehouse or industrial type buildings where no expansion of square footage occurs.

C.5 Remodeling or expansion at existing single family residential dwelling.

C.6 A development project on a facility whose primary functions are subject to Rule 207, New and Modified Stationary Source Review Rule and/or Rule 201, Permits Required. This exemption applies only to those emission units covered under these rules. However, facility generated off-site emissions within Imperial County shall be mitigated through the CEQA environmental review process.

C.7 All project development proponents have the option to develop and implement an Alternative Emission Reduction Plan to provide mitigation of emissions associated with on-site and off-site emissions impacts. The developer has the option to provide full or partial mitigation of emissions, on each instance, the applicable fee will be reduced on a proportional rate to the reduction. The Alternative Emission Reduction Plan shall comply with the requirements of Section F.

D. Applicable Fee

Any applicant applying for a building permit within the County of Imperial, or any incorporated city within Imperial County, shall pay the following one time fees:

		Ozone Precursors	PM ₁₀	Total
D.1	Residential Single Family Dwelling	\$ 358.00/Unit	\$ 211.50/Unit	\$ 569.50/Unit
D.2	Residential Multiple Family Dwelling	\$ 264.50/Unit	\$ 169.50/Unit	\$ 434.00/Unit
D.3	Commercial	\$ 0.96/sq.ft.	\$ 0.64/sq.ft.	\$ 1.60/sq.ft.
D.4	Warehouse (below 148 ADT)*	\$ 0.30/sq.ft.	\$ 0.08/sq.ft.	\$ 0.38/sq.ft.

* The applicant must demonstrate that the warehouse will generate below 148 Average Daily Trips (ADT) by use of either a Traffic Study or the Institute of Transportation Engineers (ITE) Trip Generation Manual.

D.1 Project Request for Review

Any commercial applicant may request a project mitigation fee review, in accordance with the requirements in Section G below, on a project per project basis to estimate project operational emissions of PM₁₀ and NOx using the most current Carl Moyer cost-effectiveness calculations.

Beginning January 1, 2009, this permit fee will be adjusted annually by multiplying the base permit fee for the previous year by the average percentage rate for the month of August of the previous year (rounded to the nearest half dollar) which is derived by a fraction, the numerator of which is the Revised Consumer Price Index for All Urban Consumer for the Rural Service Area #7 statistical area (All Items, Base 1982-84=100), (the "CPI"), and the denominator of which is the CPI for the same calendar month of the prior year. Notwithstanding the foregoing, in no event shall the permit fee be decreased and in no event shall any increase exceed 4% per year, without formal action by the Air Pollution Control District Board.

E. Administrative Requirements

E.1 The appropriate Operational Development Fees shall be paid to the APCD by the developer at the time of obtaining the building permit. On existing lots the fees shall be paid at the time of obtaining the building permit. If approved by the APCD, the developer may have the option to defer payment of these fees by signing a deferral agreement with the APCD which shall consist of the following:

E.1.a The applicant may request that the payment of Operational Development Fees be deferred to the time that a Certificate of

document AP-42 "Compliance of Air Pollution Emission Factors", the latest version of EMFAC, or other approved source(s). The emission reduction analysis shall include calculations for estimated emission reductions of all criteria pollutants on a daily and yearly basis. Documentation of emission factors and all assumptions shall be provided with the documentation.

- E.6.c Emission reductions produced by the proposed mitigation projects must be above and beyond what is being required by any federal, State, or local regulation, memorandum of agreement/understanding with a regulatory agency, settlement agreement, mitigation requirement, or other legal mandate.
 - E.6.d Mitigation projects must adhere to a minimum cost-effectiveness of the current monetary figure established by the Carl Moyer Program to offset one weighted ton of PM₁₀ or Ozone Precursors.
 - E.6.e No emission reductions obtained by the proposed mitigation projects shall be utilized as marketable emission reduction credits, or to offset any emission reduction obligation of any individual or entity.
 - E.6.f Mitigation projects are obligated to have a minimum project life of ten years. Proposed projects possessing shorter life spans may be approved on a case-by-case basis by the review committee, as provided for in Section E.7. In addition, projects with shorter lives may be subject to additional funding restrictions, such as a lower cost-effectiveness limit and/or a project cost cap.
 - E.6.g Potential mitigation projects that do not meet designated criteria may be considered on a case-by-case basis if evidence supplied to the APCD demonstrates potential surplus, real, quantifiable and enforceable emission reduction benefits.
- E.7 A review committee for the proposed mitigation projects shall be established by the APCO. The APCO, or his designee, shall act as the secretary and oversee the meetings and activities of the review committee. However, the APCO or his designee shall have no voting power during the proceedings. The committee will be composed of nine members as followed:
- E.7.a. A representative of the county appointed by the APCD Board of Directors; (2) a member of the APCD Advisory Board representing cities, appointed by the APCD Advisory Board; (3) a representative of the construction industry, nominated by a local construction industry organization; (4) a representative of the planning

- F.1 The Plan shall contain detailed project description, including sufficient information and documentation that supports the calculation of emissions and emissions reductions specified in the Plan.
- F.2 A thorough emission reduction analysis should be performed for the Alternative Emission Reduction Plan using emission factors from EPA document AP-42 "Compliance of Air Pollution Emission Factors", the latest version of EMFAC, or other approved source(s). The emission reduction analysis shall include calculations for estimated emission reductions of NO_x and PM₁₀ on a daily and yearly basis. Documentation of emission factors and all assumptions shall be provided with the documentation.
- F.3 Emission reductions contained in the Plan shall be Real, Surplus, Quantifiable, and Enforceable.
- F.4 Emission reductions contained in the Plan are obligated to have a minimum project life of ten years.
- F.5 Emission reductions contained in the Plan can NOT be utilized as marketable emission reduction credits, or to offset any emission reduction obligation of any individual or entity.
- F.6 The APCD shall be reimbursed by the applicant for any time and materials expended in the review and evaluation of an Alternative Emission Reduction Plan. The APCD shall provide the applicant a cost estimate for reviewing the Alternative Emission Reduction Plan. A minimum fee of 50% of the cost estimated shall be paid by the applicant at the time of submittal of the Alternative Emission Reduction Plan. The APCD will provide hourly time and materials rates to any applicant upon request.
- G. Project Request for Review
- Any applicant subject to this rule may request, in writing, a project review of operational NO_x and PM₁₀ emissions analysis. The analysis for a project review may be produced by or for the applicant. If the analysis is not provided by the applicant, the APCD shall perform the analysis of the project review. The analysis shall contain such information necessary to enable the APCD to properly assess the project and to finalize the review as requested. Such information may include but is not limited to the following:
- G.1 Applicant name, address and contact information.
- G.2 Detailed project description, including but not limited to
- G.2.a Project Name – Proposed Business Name

- G.2.b Site Size
 - G.2.c Site Plans
 - G.2.d Type of commercial business
 - G.2.e Square footage
 - G.2.f Loading facilities
 - G.2.g Amount of parking available
 - G.2.h Traffic study
- G.3 If the applicant provides the analysis the applicant shall provide such information as to allow the APCD the ability to verify and confirm the emissions analysis of operational NO_x and PM₁₀. Such information shall include but is not limited to:
- G.3.a The output files of the analysis of the operational NO_x and PM₁₀ emissions associated with the proposed project utilizing an approved land use modeling tool such as CalEEMod.
 - G.3.b The input files of the analysis of the operational NO_x and PM₁₀ emissions associated with the proposed project utilizing an approved land use modeling tool such as CalEEMod.
 - G.3.c If default values for trip generation were not used the supporting documentation validating the change in default values such as a traffic study.
- G.4 The APCD shall be reimbursed by the applicant for any time and materials expended in the review and evaluation of a request for review under D.1 above. The APCD shall provide the applicant a cost estimate for either developing or reviewing the Project Request for Review. A minimum fee of 50% of the cost estimated shall be paid by the applicant at the time of submittal of the Project Request for Review. The APCD will provide hourly time and materials rates to any applicant upon request.

VII. ACTION CALENDAR

G. FTA DBE PLAN AND GOAL FOR FY 2017-2019 FOR FEDERAL TRANSIT FUNDS



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

July 21, 2016

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

**SUBJECT: Federal Transit Administration (FTA) Disadvantaged Business Enterprise (DBE)
Plan and Goal for FY 2017-2019 for Federal Transit funds**

Dear Commission Members:

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

ICTC staff proposes a triennial DBE goal of 1.0%. This goal is calculated by examining all the expected contracting opportunities utilizing FTA funds in a given period of time, determining what proportion of potential DBE firms are qualified to bid on those contracts, and then using that information to establish a reasonable goal regarding the amount of FTA funds that will actually be awarded to DBE firms. This methodology is outlined in detail in the attached report.

As additional requirements in the goal setting process, ICTC must publish its goal for a public comment period of no less than 45 days. In addition, ICTC must invite potential firms to a community meeting in a consultative process. After these events, the proposed DBE goal may then be amended based on comments received or adopted as originally presented.

ICTC Staff forwards this item to the Commission for their review and approval after public comment(s), if any:

1. Approve the proposed FY 2017-19 DBE plan and annual goal of 1.0%, for distribution for public comment.
2. Direct staff to return with this item for review and adoption of the proposed DBE goal after the public review process has been completed.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Mark Baza', is written over a light blue horizontal line.

MARK BAZA
Executive Director

Attachment

MB/ksw/cl

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



**Disadvantaged Business Enterprise Plan (DBE)
For Projects Funded Through
the Federal Transit Administration (FTA)
FY 2016-17 to FY 2018-19
DRAFT**

IMPERIAL COUNTY TRANSPORTATION COMMISSION

DEPARTMENT OF TRANSPORTATION DBE PROGRAM – 49 CFR PART 26

POLICY STATEMENT

Section 26.1, 26.23

Objectives/Policy Statement

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

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

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

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

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

Executive Director

Date

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SUBPART A – GENERAL REQUIREMENTS

Section 26.1 Objectives

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

Section 26.3 Applicability

The ICTC is the recipient of federal transit funds authorized by Titles I, III, V, and VI of ISTEA, Pub. L. 102-240 or by Federal transit laws in Title 49, U.S. Code, or Titles I, II, and V of the Teas-21, Pub. L. 105-178.

Section 26.5 Definitions

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

Section 26.7 Non-discrimination Requirements

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

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

Section 26.11 Record Keeping Requirements

Reporting to DOT: 26.11(b)

We will report DBE participation to DOT as follows:

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

Bidders List: 26.11(c)

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

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

Section 26.13 Federal Financial Assistance Agreement

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

Assurance: 26.13(a)

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

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

Contract Assurance: 26.13b

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

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

SUBPART B - ADMINISTRATIVE REQUIREMENTS

Section 26.21 DBE Program Updates

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

Section 26.23 Policy Statement

The Policy Statement is elaborated on the first page of this program.

Section 26.25 DBE Liaison Officer (DBELO)

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

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

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

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

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

Section 26.27 DBE Financial Institutions

It is the policy of the ICTC to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contract to make use of these institutions. We have made the following efforts to identify and use such institutions: research the credit unions and commercials banks in the community through on site visits and website reviews.

To date we have identified the following such institutions: None

Section 26.29 Prompt Payment Mechanisms

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

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

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

Section 26.31 Directory

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

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

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

Section 26.33 Overconcentration

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

Section 26.35 Business Development Programs

ICTC has not established a business development program.

Section 26.37 Monitoring and Enforcement Mechanisms

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

1. We will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.109.
2. We will consider similar action under our own legal authorities, including responsibility determinations in future contracts. Attachment 3 lists the regulation, provisions, and contract remedies available to us in the events of non-compliance with the DBE regulation by a participant in our procurement activities.

3. We will also provide a monitoring and enforcement mechanism to verify that work committed to DBEs at contract award is actually performed by the DBEs. This will be accomplished via a reporting mechanism
4. We will keep a running tally of actual payments to DBE firms for work committed to them at the time of contract award.

SUBPART C – GOALS, GOOD FAITH EFFORTS, AND COUNTING

Section 26.43 Set-asides or Quotas

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

Section 26.45 Overall Goals

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

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

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

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

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

Section 26.49 Transit Vehicle Manufacturers Goals

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

Section 26.51(a-c) Breakout of Estimated Race-Neutral & Race-Conscious Participation

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

Section 26.51(d-g) Contract Goals

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

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

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

Section 26.53 Good Faith Efforts Procedures

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

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

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

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

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

Information to be submitted (26.53(b))

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

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

1. The names and addresses of DBE firms that will participate in the contract;
2. A description of the work that each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;

4. Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractors commitment and
6. If the contract goal is not met, evidence of good faith efforts.

Administrative reconsideration (26.53(d))

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

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

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

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

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

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

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

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

Sample Bid Specification:

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the [Name of ICTC] to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the

requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE. A DBE contract goal of ____ percent has been established for this contract. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26 (Attachment 1), to meet the contract goal for DBE participation in the performance of this contract.

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

Section 26.55 Counting DBE Participation

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

SUBPART D – CERTIFICATION STANDARDS

Section 26.61 – 26.73 Certification Process

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

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

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

SUBPART E – CERTIFICATION PROCEDURES

Section 26.81 Unified Certification Programs

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

"The California Unified Certification Program (CUCP) went into effect on January 1, 2002. It is a one stop shopping certification procedure that eliminates the need for Disadvantaged Business Enterprises (DBE) firms to obtain certifications from multiple agencies within the State.

The CUCP is charged with the responsibility of certifying firms and compiling and maintaining a single Statewide database of certified DBEs, pursuant to 49 CFR Part 26. The database is intended to expand the use of DBE firms by maintaining complete and current information on those businesses and the products and services they can provide to all DOT assisted grantees in California.

The CUCP has established two regional DBE certification clusters throughout the State, designated by geographical boundaries to effectively facilitate Statewide DBE certification activities.

The CUCP certifying agencies are responsible for certifying DBE firms. It is not necessary to apply for DBE certification at more than one agency. If your firm meets the general criteria for DBE certification as provided on the Application package, please submit your completed application, along with the requested documentation to one of the Certifying agencies serving the County where your firm has its principal place of business. "

Section 26.83 Procedures for Certification Decisions

Re-certifications 26.83(a) & (c)

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

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

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

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

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

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

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

We will notify all currently certified DBE firms of these obligations. This notification will inform DBEs that to submit the "no change" affidavit, their owners must swear or affirm that they meet all

regulatory requirements of part 26, including personal net worth. Likewise, if a firm's owner knows or should know that he or she, or the firm, fails to meet a part 26 eligibility requirement (e.g. personal net worth), the obligation to submit a notice of change applies.

Section 26.85 Denials of Initial Requests for Certification

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

Section 26.87 Removal of a DBE's Eligibility

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

Section 26.89 Certification Appeals

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

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

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

SUBPART F – COMPLIANCE AND ENFORCEMENT

Section 26.109 Information, Confidentiality, Cooperation

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

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

Monitoring Payments to DBEs

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

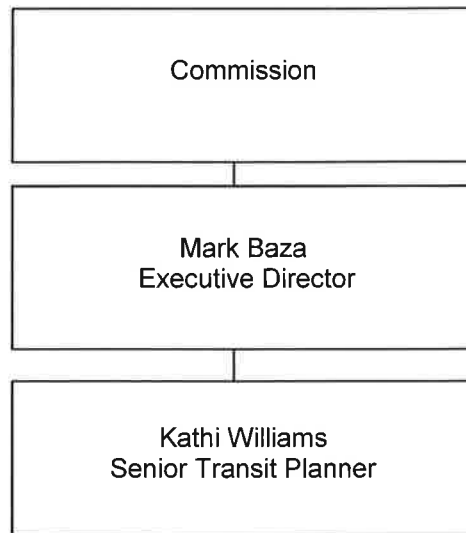
We will perform interim audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts states in the schedule of DBE participation.

ATTACHMENTS

Attachment 1	Organizational Chart
Attachment 2	DBE Directory
Attachment 3	Monitoring and Enforcement Mechanisms
Attachment 4	Overall Goal Calculation
Attachment 5	Breakout of Estimated Race-Neutral & Race-Conscious Participation
Attachment 6	Forms for Demonstration of Good Faith Efforts
Attachment 7	Certification Application
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Attachment 1
Organizational Chart

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM



Attachment 2

DBE Directory

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

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

Attachment 3**Monitoring and Enforcement Mechanisms**

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

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

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

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

Attachment 4

ICTC Methodology for adopting an FY 2017- 2019 DBE goal for FTA purposes

Pursuant to Section 49 CFR Part 26, The ICTC present the following information as it relates to the development of the ICTC Methodology for adopting a FY 2017 - 2019 DBE goal for FTA purposes.

The projects include various transit service oriented and professional contracting opportunities and are anticipated to be awarded during the first year of the triennial period. This is the third year of the triennial report period.

Anticipated ICTC contracting opportunities during this period of time utilizing FTA funds:

1. One (1) Contract for public fixed route transit services and One (1) Contract for ADA paratransit services.
 - Total approximate annual contract cost, including federal and non federal funds: \$6,462,085 total three year approximate cost: \$19,386,255
 - Total FY 2016 FTA 5307 Funds: \$2,276,290, FTA 5311 Funds: \$261,436
 - total three year approximate revenues: FTA 5307 Funds: \$6,828,870, FTA 5311 Funds: \$784,308

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

Approximate total amounts were based upon:

1. Obligated funds based on revenue apportionments as posted by the FTA under the FY 2016-17 FTA 5307 and FY 2016-17 FTA 5311 program and documented in the FY 2016-17 ICTC OWP and Transit Budget.

Unique factors affecting the development of the DBE Goal for FY 2017 - 2019

1. Recognition and local knowledge that as a small urban turnkey transit system, the majority of the FTA 5307 and FTA 5311 funds are used for direct operating costs in turn key contracts for which limited opportunities exist for DBE and small business participation i.e. salaries and facility lease costs.
2. Recognition and local knowledge that there is limited DBE participation in the immediate geographic area. The area is 84 miles to the south of Riverside and 120 miles to the east of San Diego counties, which represent the closest populated areas. The market area, or region, therefore has been expanded to

include the Counties of Imperial, Riverside and San Diego Counties. The DBE firms certified by the California Unified Certification Program with the most appropriate NAICS classification code (485113 – Bus and motor vehicle transit systems) are generally charter services who are not ready, willing, or able to bid on public fixed route contracts of this size and complexity.

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

Step 1 – Development of the Base Goal Figure

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

Approximate potential annual funding available for the contracting opportunities

NAICS CODE	Description of the Work	Amount of DOT funds	Percent of Total Weight
423120	Parts (general)	\$ 221,010.16	0.157
423130	Tire products	\$ 127,500.00	0.091
424720	Fuel and Oil Suppliers	\$ 879,031.27	0.625
541614	Consulting Services	\$ 000,000.00	0.000
541850	Transit Advertising	\$ 123,561.13	0.088
541870	Transit printing	\$ 9,447.38	0.070
812331	Uniforms	\$ 46,608.51	0.033
TOTALS		\$ 1,407,158.45	

The number of DBE and non DBE firms ready, willing, and able to bid on contracting opportunities

NAICS CODE	Description of the Work	Available DBEs in the Region	Number of all Firms Available	Relative Availability
423120	Parts (general)	0	21	0.000
423130	Tire products	0	32	0.000
424720	Fuel and Oil Suppliers	0	4	0.000
541614	Consulting Services	0	5	0.000
541850	Transit Advertising	0	4	0.000
541870	Transit printing	0	10	0.000
812331	Uniforms	1	4	0.250
TOTALS		1	80	

Local Potential Subcontracting Opportunities

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

Table 3 Step One - Base Goal Development

NAICS CODE	Description of the Work	Weight	Relative Availability	Weighted Base Figure
423120	Parts (general)	0.157	0.000	0.000
423130	Tire products	0.091	0.000	0.000
424720	Fuel and Oil Suppliers	0.625	0.003	0.000
541614	Consulting Services	0.000	0.000	0.000
541850	Transit Advertising	0.088	0.000	0.000
541870	Transit printing	0.070	0.000	0.000
812331	Uniforms	0.033	0.250	0.009
TOTALS				

Step 2: Adjustments to the Base DBE Relative Availability Figure

Adjustments to the base figure goal may be necessary and justified for a variety of reasons including: lower or higher than expected past participation by DBE firms, additional evidence from disparity studies, etc. Unfortunately, very little data of this sort is currently available to ICTC. In past years FTA funds were spent solely on the turnkey operations contract. In addition, a comprehensive disparity study completed by the San Diego Association of Governments in 2014 included ICTC and the region of Imperial Valley, and concluded that no real opportunities existed in the immediate area. Therefore, ICTC cannot identify a valid reason to adjust its base goal upward or downward based on past participation or based upon other available studies.

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

An outreach program conducted annually over the last two years has not been successful. It was felt that it might be possible given the large proportion of minority and women owned firms without the County of Imperial. (The numbers reported below are from 2010 Census data.)

Hispanic owned firms	44.1%	Asian owned firms	6.3%
Women owned firms	25.8%	Black owned firms	1.6%

Table 4 Historical DBE Participation		
FFY	Goals	Annual Participation
2011	1.40%	0.00%
2012	1.40%	0.00%
2013	1.40%	0.00%
2014	2.00%	0.00%
2015	2.00%	0.00%
2016	2.00%	0.00%

The median participation FFYs and Step 2 Goal

DBE Median Participation	0.00%
Step One Base Goal	0.01%
Total	0.01%
Divided by 2 =	2
	0.00 %

However, ICTC feels an adjustment of its DBE goal is warranted. There have been opportunities for non federally funded projects to have DBE/WBE/MDE/UDBE participation. Most recently, three consultant developed projects were completed in FY 2012, 2013, 2014 and 2015:

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

In a desire to maintain the spirit of the law, it will be requested that consultants or contractors strive to attain a race neutral DBE goal of **FY 2017-19 DBE Goal = 1.0%**

Attachment 5**Section 26.51: Breakout of Estimated
Race-Neutral & Race Conscious Participation**

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

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

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

Attachment 6

Forms for Demonstration of Good Faith Efforts

[Forms should be provided as part of the solicitation documents.]

Placeholder for form

Placeholder for form

Placeholder for form

Placeholder for form

Attachment 7
Certification Application Forms

The certification application forms for the CUCP are found at:

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

The application package includes an affidavit of personal net worth.

Attachment 8

Procedures for Removal of DBE's Eligibility

The ICTC is not a certifying agency under the CUCP.

Ineligibility complaints

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

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

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

Recipient initiated

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

DOT directive

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

Attachment 9

Regulations: 49 CFR Part 26

Please refer to: <http://www.fhwa.dot.gov/HEP/49cfr26.htm>

Attachment 10

Affadavit(s) of Publication

Attachment 11

Imperial County Transportation Commission (ICTC) Small Business Program

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

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

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

Size Standard

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

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

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

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

- a. Is a participant in federal Small Business Administration programs such as, but not limited to Section 8(a) Business Development, Small Disadvantaged, and HUBZone.
- b. Is certified by a public agency other than OMWESB and has a size standard that is no greater than the Small Business Administration Size Standard.

To obtain a listing of Small Businesses participating in the U.S. Small Business Administration programs or activities as eligible Small Businesses, contact the SBA's San Diego District Office at 550 West C Street Suite 550, San Diego, CA 92101.

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

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

Facilitation of Contracting Opportunities

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

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