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**TRANSPORTATION COMMISSION MEETING
AGENDA**

**WEDNESDAY, MAY 24, 2017
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: MARIA NAVA-FROELICH

VICE CHAIR: LUIS PLANCARTE

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

I. CALL TO ORDER AND ROLL CALL

II. EMERGENCY ITEMS

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

III. PUBLIC COMMENTS

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

IV. CLOSED SESSION

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

V. CONSENT CALENDAR

(Executive Director recommends approval of consent calendar items)

- A. Approval of Commission Draft Minutes: April 26, 2017 Pages 5-19
- B. Receive and File:
 - 1. ICTC Management Committee Draft Minutes: May 10, 2017
 - 2. ICTC TAC Minutes: April 27, 2017

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

- C. Application for Federal Transit Administration (FTA) Section 5311 Program Funds , FY 2016-17 Page 21

The ICTC Management Committee met on May 10, 2017 and forwards this item to the Commission for review and approval after public comment, if any:

1. Adopt the attached resolution authorizing the Executive Director to sign the FTA 5311 FY 2016-17/2017-18 grant application and all supporting documentation, and, submit the application to Caltrans.

- D. California Transit Security Grant Program FY 2015-16 Page 26

The ICTC Management Committee met on May 10, 2017 and forwards this item to the Commission for review and approval after public comment, if any:

1. Approve the attached resolution authorizing the Executive Director or his designee to take any actions necessary on behalf of the ICTC for the purposes of obtaining FY 2015-16 financial assistance, provided by the Governor's Office of Homeland Security under the California Transit Security Grant Program.

- E. FY 2016-17 & FY 2017-18 Contract Modification for the STIP/RTIP Consultant Agreement: *COH and Associates* Page 30

The ICTC Management Committee met on May 10, 2017 and forwards this item to the Commission for review and approval after public comment, if any:

1. Authorize the Chairperson to sign the Second Modification to Agreement for Services between ICTC and C.O.H. and Associates, Inc. for the not to exceed fee of \$50,000.00 effective July 27, 2016 through June 30, 2018.

VI. REPORTS

- A. ICTC Executive Director
- See attached Executive Director Report on page 63
- B. Southern California Association of Governments
- See attached report on page 70
- C. California Department of Transportation – District 11
- See attached report on page 74
- D. Commission Member Reports

VII. INFORMATION / DISCUSSION CALENDAR

- A. ICTC Proposed Office Move

VIII. ACTION CALENDAR

- A. Specific Transit Operator Fiscal Reports FY 2015-16 for Imperial Valley Transit, IVT Access and IVT Ride Page 85

The ICTC Management Committee met on May 10, 2017 and forwards this item to the Commission for review and approval after public comment, if any:

1. Receive and file the Specific Transit Operator Fiscal Reports FY 2015-16; IMPERIAL VALLEY TRANSIT, IVT ACCESS and IVT RIDE

- B. IMPERIAL VALLEY TRANSIT (IVT) – Fixed Route Transit Services Operating Agreement, Amendment #8 Fiscal Year 2017-2019 Page 131

The ICTC Management Committee met on May 10, 2017 and forwards this item to the Commission for review and approval after public comment, if any:

1. Authorize the Chairperson to sign the modification #8 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 \$2,839,505.
 - b. For the period July 1, 2017 through June 30, 2018, the annual not to exceed subsidy is set at \$2,923,051.
 - c. For the period July 1, 2018 through June 30, 2019, the annual not to exceed subsidy is set at \$2,995,664.

- C. Agreement for Professional Maintenance Audit Reporting Services of the ICTC Transit Operations - FY 2017-18 through FY 2019-20 Page 139

The ICTC Management Committee met on May 10, 2017 and forwards this item to the Commission for review and approval after public comment, if any:

1. Authorize the Chairman to sign the agreement for the IVT Transit Maintenance Audit effective July 1, 2017, for the audit period FY 2017-18 through FY 2019-20, with the firm of TRC Engineering Services, LLC:
 - A. For the fiscal reporting period of July 1, 2016 through June 30, 2017, the annual not to exceed fee is set at \$14,242
 - B. For the fiscal reporting period of July 1, 2017 through June 30, 2018, the annual not to exceed fee is set at \$14,242
 - C. For the fiscal reporting period of July 1, 2018 through June 30, 2019, the annual not to exceed fee is set at \$14,242
 - D. For the post-delivery inspection service fee of \$560 per event, each event not to exceed five buses.

- D. Agreement for Professional Services for the 2017 Imperial Valley Transit (IVT) Adams Avenue Bus Operations Facility Comprehensive Evaluation Page 157

The ICTC Management Committee met on May 10, 2017 and forwards this item to the Commission for review and approval after public comment, if any:

1. Authorize the Chairman to sign the agreement with the firm of CH2M Hill for the 2017 IVT Adams Avenue Comprehensive Bus Operations Facility Evaluation Project, for a not to exceed fee set at \$231,821.00 effective July 1, 2017. The agreement will provide ICTC the ability to terminate the agreement should the Phase 1 findings prove the site is not suitable for transit operations.

IX. NEXT MEETING DATE AND PLACE

- A. The next meeting of the **Imperial County Transportation Commission** will be held on **Wednesday, June 28, 2017 at 6:00 p.m.**, at the **County of Imperial Board Chambers**, at 940 W. Main Street, El Centro, CA.

X. ADJOURNMENT

- A. Motion to adjourn

V. CONSENT CALENDAR

A. APPROVAL OF MANAGEMENT COMMITTEE

DRAFT MINUTES:

MAY 10, 2017

B. RECEIVE AND FILE:

1. ICTC BOARD DRAFT MINUTES:

APRIL 26, 2017

2. ICTC TAC MINUTES:

APRIL 27, 2017

3. ICTC SSTAC MINUTES:

MAY 3, 2017

IMPERIAL COUNTY TRANSPORTATION COMMISSION**DRAFT MINUTES FOR APRIL 26, 2017****6:00 p.m.****VOTING MEMBERS PRESENT:**

City of Brawley	George Nava
City of Calexico	Bill Hodge
City of El Centro	Cheryl Viegas-Walker
City of Holtville	James Predmore
City of Imperial	Robert Amparano
City of Westmorland	Larry Ritchie
County of Imperial	Ryan Kelley
County of Imperial	Luis Plancarte (Vice-Chair)

NON-VOTING MEMBERS PRESENT: Caltrans District 11 Sam Amen

STAFF PRESENT: Mark Baza, Kathi Williams, David Aguirre, Virginia Mendoza, Michelle Bastidas, Vicky Hernandez, Cristi Lerma

OTHERS PRESENT: David Salgado: SCAG; Eric Havens: ICTC Counsel; Flavio Vargas: First Transit; Derek Wong and Rick Williams: Michael Baker International

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 April 26, 2017 together with staff reports and related documents attached thereto and incorporated therein by reference.

I. CALL TO ORDER AND ROLL CALL

Vice-Chair Plancarte called the Commission meeting to order at 6:01 p.m. Roll call was taken and a quorum was present.

II. EMERGENCY ITEMS

There were none.

III. PUBLIC COMMENTS

Mr. Ritchie stated that at the last meeting, staff provided an excellent presentation regarding the proposed expansion of the Border Patrol Checkpoint at SR-86. The only objection was the funding source.

IV. CLOSED SESSION

- A. Motion to Adjourn to Closed Session (Kelley/Predmore)
- B. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code §54957)
Title: ICTC Executive Director
- C. Announcement of Closed Session Action(s): Mr. Havens stated that direction was given and no action was taken.

V. CONSENT CALENDAR

A request was made by Walker to pull consent item C for questions.

- | | | |
|----|---|----------------|
| A. | Approved ICTC Board Draft Minutes: | March 22, 2017 |
| B. | Received and Filed: | |
| | 1. ICTC Management Committee Draft Minutes: | April 12, 2017 |
| | 2. ICTC TAC Minutes | March 23, 2017 |

A motion was made by **Viegas-Walker** and seconded by **Ritchie** to approve consent items A and B2, **Motion carried unanimously.**

A motion was made by **Viegas-Walker** and seconded by **Predmore** to approve consent items B1, **Motion carried** with 1 abstention by **Plancarte.**

C. Transportation Development Act (TDA) and Miscellaneous Fiscal Audits for FY 2015-16

Mr. Viegas-Walker requested to pull this item for questions regarding the auditor notes. After detailed explanation by Ms. Williams, staff moved for recommendation of approval.

The ICTC Management Committee met on April 12, 2017 and forwarded this item to the Commission for review and approval after public comment, if any:

1. Received and file the Transportation Development Act and other fiscal audits for the Imperial County Transportation Commission, for FY 2015-16.
2. Directed staff to transmit the fiscal audits to the State Controller's Office.

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

VI. REPORTS

A. ICTC Executive Director

Ms. Williams had the following announcements:

- Please "Save the Date" of May 24, 2017 at 5 p.m. for a budget workshop for FY 2017-18 at the County of Imperial, Conference Room C/D.
- The Transportation Development Act (TDA-State Funds) Triennial Performance Auditor staff will be in Imperial Valley visiting agencies and the transit operators on April 26, 27 and 28. Requests for information have been emailed to member agency staff by the audit consultants. The audit is a state mandated requirement every three years for all TDA funds received in Imperial County.

Mr. Aguirre had the following announcements:

- Due to recent complaints regarding smoking in and around transit passengers at the El Centro Transfer Terminal, the City of El Centro is working on installing signage at the El Centro Transfer Terminal. This is per City local ordinance prohibiting smoking in public areas. To further address this issue regionally, ICTC will request that the Technical Advisory Committee (TAC) and the Social Services Transportation Advisory Council (SSTAC) discuss this issue at the scheduled meetings scheduled in April and May.
- In recent years ICTC began the transition of acquiring and taking ownership of the majority of the Imperial Valley Transit Vehicle Bus Fleet. The expansion of the vehicle fleet has impacted the available space for storage and operations, and has created a need for additional space and facility needs. ICTC is pursuing the opportunity to acquire the existing (soon to be vacated) Caltrans Maintenance Yard located at 1605 Adams Avenue in the City of El Centro. ICTC Staff have circulated a Request for Proposals (RFP) to complete a comprehensive evaluation of the Adams Avenue facility that were due on April 7, 2017. ICTC and Caltrans Staff are working towards establishing a temporary lease agreement for the facility while the evaluation process is completed. Anticipated costs for the facility evaluation and proposed facility lease have yet to be established. Staff is currently reviewing proposals.

Ms. Mendoza had the following announcements:

- The Federal Highways Administration (FHWA) passed the Consolidated Appropriations Act, 2016 which allows State to repurpose any earmark that was designated on or before September 2005. FHWA approved the Earmark Repurposing projects on April 13, 2017. The following is a list of Earmark Repurposing projects Imperial County in the amount of \$6 million:
 - City of Brawley, Rio Vista Avenue between Allen Street and Cattle Call Drive, in the City of Brawley, \$86,554.81
 - City of Holtville, Pavement Improvements 6th Street between Holt Ave and Melon Avenue in the City of Holtville, \$18,185.95
 - ICTC/Caltrans, Road Widening on SR98, from Rockwood Ave to Ollie Ave in the City of Calexico, \$3,594,849.51
 - Imperial County, Street paving, drainage and ADA sidewalk improvements on Heber Avenue from Highway 86 to Correll Road and south of Highway 86 to Fawcett Road, \$1,017,400
 - Imperial County/IV Desert Museum, Conservation easement, access improvements and parking facilities at the Desert museum, \$719,920.75
 - San Diego State University – IV Campus, Parking lot paving and ADA access improvements on CA-78 in the City of Brawley, \$719,920.75
- RSTP and CMAQ Obligations needing follow up on status of request for authorizations to Caltrans were:
 - Brawley, Paving of Wildcat Dr.
 - Calexico, Paving of De Las Flores St.
 - Holtville, 9th St. from Palm Ave. to Olive Ave. and 6th St. Pavement
 - Imperial, Dogwood Road Pavement from Aten Rd. to Southeast City Limits
 - County of Imperial, 4 projects
 - Westmorland, Paving of H St and 8th St.
 - ICTC, Design of New Intermodal Transportation Center in the City of Calexico
 - Staff from all agencies have indicated that they would be submitting in April.
 - RFA's should be submitted to Caltrans Local Assistance in May 2017.

Mr. Baza had the following announcements:

- CTC Commissioners attended a Town Hall Meeting in the City of Calexico on April 12, 2017 at the Carmen Durazo Cultural Arts Center. Staff received good feedback from CTC Commissioners. The City of El Centro did a wonderful job with their presentation.
- Please "Save the Date" of May 17-18, 2017 for the Imperial Valley General Assembly and Economic Summit. We have confirmed two speakers: Laurie Berman, Caltrans District 11 Director; Vince Mammano, CA Division Administrator, FHWA and Bill Higgins, CalCOG Executive Director.
- The program activity report for March 2017 is a 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 for March 2017.
- A complete list of ICTC updates can be found on Page 110 of the agenda.

B. Southern California Association of Governments (SCAG)

Mr. Salgado had the following announcements:

- The 2017 SCAG Regional Conference and General Assembly will be held on May 4-5, 2017 in Palm Desert. Mr. Salgado stated that all electeds will be comped and can reserve a room for \$124 a night.
- A second round of the GoHuman campaign is being developed and will be released at the end of May.
- A SCAG report can be found on page 122.

- C. California Department of Transportation (Caltrans)
Mr. Amen had the following updates:
 - A full Caltrans report can be found on page 130 of the agenda.
- D. Commission Member Reports
 - There were various reports by Commission members of countywide issues and events happening in each of their respective cities/county.

VII. INFORMATION CALENDAR

- A. Update for Proposed Expansion of SR-86 Border Patrol Checkpoint

Mr. Baza stated that at the last Commission meeting he presented a design and cost of the proposed alternative for a total of \$2.4 million. Customs and Border Protection (CBP) stated that they are committed to man the expansion if created but are not prepared to pay for it. Mr. Baza had stated that he planned to bring a fund request to the LTA Board from the 5% set-aside state highway fund but the Commission did not expect that it would cost so much.

Mr. Baza stated that all parties (ICTC, Caltrans and CBP) would revisit the design and cost. Caltrans did work diligently to present a design that was scaled back in price but CBP did not like that option. CBP, at their meeting, did say they were greatly appreciative of all the efforts. They have submitted the request in the new fiscal year federal budget. Mr. Kelley stated that he would like this issue to be elevated on a legislative level.

VIII. ACTION CALENDAR

- A. Unmet Transit Needs Public Hearing – Fiscal Year 2017-2018

The ICTC Management Committee met on April 12, 2017 and forwarded this item to the Commission for review and approval after public comment, if any:

1. Adopted the FY 2017-18 “Findings” as presented or amended, after a review of the SSTAC response
2. Authorized the Chairman to sign the attached resolution
3. Directed staff to forward the FY 2017-18 “Findings”, public hearing documentation and resolution to the State Department of Transportation

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

- B. LTF (SB821), Article 3, Bicycle and Pedestrian Project Distribution List, Fiscal Year 2016-17

The ICTC Management Committee met on April 12, 2017 and forwarded this item to the Commission for review and approval after public comment, if any:

1. Adopted the attached LTF (SB821) Bicycle and Pedestrian Project Distribution List for Fiscal Year 2016-17
2. Authorized the claimant agencies to file Article 3 Claims for the approved amount

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

- C. Agreement for Professional Services for the ICTC Regional Bus Stop Inventory, Signage Replacement and Technology Assessment

The ICTC Management Committee met on April 12, 2017 and forwarded this item to the Commission for review and approval after public comment, if any:

- 1. Authorized the Chairman to sign the agreement with the firm of Kimley Horn and Associates, Inc. for the ICTC Regional Bus Stop Inventory, Signage Replacement and Technology Assessment Project, for a not to exceed fee set at \$90,035.00

A motion was made by [Ritchie](#) and seconded by [Predmore](#), **Motion carried unanimously.**

IX. NEXT MEETING DATE AND PLACE

- A. The next meeting of the Imperial County Transportation Commission will be held on **Wednesday, May 24, 2017 at 6:00 p.m.**, at the County of Imperial Board Chambers, at 940 W. Main Street, El Centro, CA.

X. ADJOURNMENT

- A. Meeting adjourned at 8:20 p.m. ([Kelly/Ritchie](#)) **Motion carried.**

**IMPERIAL COUNTY TRANSPORTATION COMMISSION
MANAGEMENT COMMITTEE**

DRAFT MINUTES OF May 10, 2017

10:00 a.m.

VOTING MEMBERS PRESENT:

City of Brawley	Rosanna Bayon Moore
City of Calipatria	Rom Medina (Chair)
City of El Centro	Marcela Piedra
City of Imperial	Stefan Chatwin
County of Imperial	Joe Picazo Jr. for Ralph Cordova

STAFF PRESENT: Mark Baza, Virginia Mendoza, Cristi Lerma, David Aguirre, Kathi Williams

OTHERS PRESENT: David Salgado: SCAG; Joseph Chua, Bing Luu and Beth Landrum: Caltrans;
Nicole Ochoa and Josh Brock: Renovate America

The following minutes are listed as they were acted upon by the Imperial County Transportation Commission Management Committee and as listed on the agenda for the meeting held Wednesday, May 10, 2017 together with staff reports and related documents attached thereto and incorporated therein by reference.

I. CALL TO ORDER AND ROLL CALL

Chair Medina 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

Ms. Ochoa made a public comment regarding new legislation (SB 242) and lawsuit affecting the HERO Program. If SB 242 passes, it will prohibit contractual incentives and property owners will need to provide their income and debts to be considered for qualification. Currently the program relies on the equity of the property. There were no questions for Ms. Ochoa.

IV. CONSENT ITEMS

A motion was made by [Bayon Moore](#) seconded by [Chatwin](#) to approve consent items 4A-4E. **Motion carried** unanimously.

- A. Approved ICTC Management Committee Minutes for April 12, 2017
- B. Received and filed:
 - 1. ICTC Board Draft Minutes for April 26, 2017
 - 2. ICTC SSTAC Minutes for April 5, 2017
- C. Application for Federal Transit Administration (FTA) Section 5311 Program Funds , FY 2016-17

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

- 1. Adopt the attached resolution authorizing the Executive Director to sign the FTA 5311 FY 2016-17/2017-18 grant application and all supporting documentation, and, submit the application to Caltrans.

D. California Transit Security Grant Program FY 2015-16

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

1. Approve the attached resolution authorizing the Executive Director or his designee to take any actions necessary on behalf of the ICTC for the purposes of obtaining FY 2015-16 financial assistance, provided by the Governor's Office of Homeland Security under the California Transit Security Grant Program.

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

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

1. Authorize the Chairperson to sign the Second Modification to Agreement for Services between ICTC and C.O.H. and Associates, Inc. for the not to exceed fee of \$50,000.00 effective July 27, 2016 through June 30, 2018.

V. REPORTS

A. ICTC Executive Director

Ms. Williams had the following updates:

- Please "Save the Date" of May 24, 2017 at 5 p.m. for a budget workshop for FY 2017-18 at the County of Imperial, Conference Room C/D.
- The TDA Triennial Performance Audit project is ongoing. The consultant should be contacting agencies for requests for information and site visits in late April. The audit is a state mandated requirement every three years for all TDA funds received in Imperial County.

Ms. Mendoza had the following updates:

- The Federal Highways Administration (FHWA) passed the Consolidated Appropriations Act, 2016 which allows State to repurpose any earmark that was designated on or before September 2005. FHWA approved the Earmark Repurposing projects on April 13, 2017. Earmark Repurposing projects in Imperial County in the amount of \$6 million.
- Ms. Mendoza highlighted FY 2016-2017 Congestion Mitigation Air Quality (CMAQ), Regional Surface Transportation Program (RSTP), and Active Transportation Program (ATP) projects that are pending request for authorization (RFA) by agency. For ease of receiving approvals, the local agencies are encouraged to submit RFA's to Caltrans Local Assistance April/May 2017.
- The next Imperial Mexicali Binational Alliance (IMBA) meeting will be held at CETY's University in Mexicali on May 11, 2017. The meeting agenda will include a presentation from the San Diego Association of Governments (SANDAG) on the Fresh Look Impacts of Border Delay study. The meeting will also include updates on border infrastructure, economic development and Cali-Baja.

Mr. Baza had the following updates:

- Please "Save the Date" of May 17-18, 2017 for the Imperial Valley General Assembly and Economic Summit. We have confirmed two speakers: Laurie Berman, Caltrans District 11 Director; Vince Mammano, FHWA and Bill Higgins, CalCOG Executive Director.

- Following the Town Hall meeting and due to the recent passing of SB 1, we have an opportunity to accelerate the I-8 / Imperial Ave. project from FY 2019/20 to FY 2018/19 for construction.
- ICTC and its partners IVEDC and SCAG are pursuing a lease on a new larger facility. The new facility is the old Rabobank location on the corner of Main St. and Imperial Ave.
- Thank you to those that attended the California Transportation Commission (CTC) Town Hall Meeting in the City of Calexico on April 12, 2017.
- A complete list of ICTC updates can be found on Page 61 of the agenda.

B. Southern California Association of Governments (SCAG)

Mr. Salgado had the following announcements:

- The 2017 General Assembly was very well attended. The new officers were installed and the 2017-18 Budget was approved. The breakout sessions were very informative and the Key Note Speaker, Data Scientist Ben Wellington, provided a great look at how “big data” can be utilized to improve programs, analyze issues, and address relevant current issues in the public sector. ICTC was also presented the Sustainability Award for “Collaborative Partnership” at the 2017 Awards Luncheon. Thank You for your continued support and attendance to the 2017 SCAG General Assembly. Please save the date for the 2018 General Assembly May 3rd and 4th at the Renaissance Indian Wells Resort.
- A second round of the GoHuman campaign is being developed and will be released at the end of May. It will be a driver directed advertisement and a toolkit will be provided by SCAG for agencies.
- The Imperial Valley Velo Club will have the 2017 Bike to Work Day on May 18th. SCAG is providing some “GO-Human” materials to promote bicycle and pedestrian safety throughout the day’s activities, which will include informational stations throughout El Centro for those biking to work to stop and receive free gifts.
- A complete list of SCAG updates can be found on Page 72 of the agenda.

C. Caltrans Department of Transportation – District 11

Ms. Landrum had the following updates:

- The deadline for the California Federal Lands Access Program (CA FLAP) 2017 Call for Projects has been extended through May 12, 2017. The goal of the CA FLAP is to improve transportation facilities that provide access to, are adjacent to, or are located within federal lands. Only one application has been received.
- The new Deputy District Director for Planning is Ann Fox.
- The Imperial County and Caltrans External Teambuilding Meeting will be held on June 22, 2017 at the IID Water Control Conference Room at 9 a.m.

Mr. Luu had the following updates:

- Managers of the Highway Bridge Program in Local Assistance at Caltrans-HQ will be delivering free training at Caltrans District Office in San Diego on Tuesday, June 20, 2017. The tentative class time would be 10:00 AM - 3:00 PM, including a one-hour lunch break. As soon as possible, please advise with the number of representatives from your respective agencies who are interested and available then. To enroll, email Debora Ledesma-Ribera at Debora.Ledesma-Ribera@dot.ca.gov or Joseph Chua at Joseph.Chua@dot.ca.gov.
- The Consolidated Appropriations Act of 2016 allowed repurposing of certain funds originally earmarked for specific projects more than ten years ago. FHWA approved most requests from California, and all processing was completed by April 7, 2017. For the six approved projects in Imperial County, Requests for Federal Authorization may now be submitted to the District Office. A Final Approved List of Repurposed Earmarks can be found at the link provided below: <http://www.dot.ca.gov/hq/LocajPrograms/earmark>

- The City of Imperial has one project flagged for inactivity in submitting a project invoice. Please submit an invoice to the District by May 19, 2017, if not sent already. In addition, Imperial County, as well as the cities of Brawley and Calipatria, have projects that will soon be flagged for inactivity. Please submit invoices to the District before August 21, 2017. A complete list of inactive projects can be found at the link provided below.
- A full report is on page 75 of the agenda.

D. Committee Member Reports

- There were none.

VI. ACTION CALENDAR

A. Specific Transit Operator Fiscal Reports FY 2015-16 for Imperial Valley Transit, IVT Access and IVT Ride

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

1. Receive and file the Specific Transit Operator Fiscal Reports FY 2015-16; IMPERIAL VALLEY TRANSIT, IVT ACCESS and IVT RIDE

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

B. IMPERIAL VALLEY TRANSIT (IVT) – Fixed Route Transit Services Operating Agreement, Amendment #8 Fiscal Year 2017-2019

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

1. Authorize the Chairperson to sign the modification #8 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 \$2,839,505.
 - b. For the period July 1, 2017 through June 30, 2018, the annual not to exceed subsidy is set at \$2,923,051.
 - c. For the period July 1, 2018 through June 30, 2019, the annual not to exceed subsidy is set at \$2,995,664.

A motion was made by [Chatwin](#) seconded by [Picazo](#), **Motion carried** unanimously.

C. Agreement for Professional Maintenance Audit Reporting Services of the ICTC Transit Operations - FY 2017-18 through FY 2019-20

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

1. Authorize the Chairman to sign the agreement for the IVT Transit Maintenance Audit effective July 1, 2017, for the audit period FY 2017-18 through FY 2019-20, with the firm of **TRC Engineering Services, LLC**:
 - A. For the fiscal reporting period of July 1, 2016 through June 30, 2017, the annual not to exceed fee is set at \$14,242
 - B. For the fiscal reporting period of July 1, 2017 through June 30, 2018, the annual not to exceed fee is set at \$14,242
 - C. For the fiscal reporting period of July 1, 2018 through June 30, 2019, the annual not to exceed fee is set at \$14,242
 - D. For the post-delivery inspection service fee of \$560 per event, each event not to exceed five buses.

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

- D. Agreement for Professional Services for the 2017 Imperial Valley Transit (IVT) Adams Avenue Bus Operations Facility Comprehensive Evaluation

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

1. Authorize the Chairman to sign the agreement with the firm of CH2M Hill for the 2017 IVT Adams Avenue Comprehensive Bus Operations Facility Evaluation Project, for a not to exceed fee set at \$231,821.00 effective July 1, 2017. The agreement will provide ICTC the ability to terminate the agreement should the Phase 1 findings prove the site is not suitable for transit operations.

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

VII. INFORMATION / DISCUSSION CALENDAR

- A. Informational Item – Smoking at El Centro Transfer Terminal

Mr. Aguirre stated that due to recent complaints from passengers regarding smoking at the El Centro Transfer Terminal, the City of El Centro is working on installing signage at the terminal. This is per City local ordinance prohibiting smoking in public areas. Staff was directed to further address this issue regionally, has since requested input from the TAC and SSTAC committees regarding this issue. Both committees were in support of providing both smokers and non-smokers designated areas.

VIII. NEXT MEETING DATE AND PLACE

The next meeting of the **Management Committee** will be held on **June 14, 2017** at the **City of Calipatria**, Calipatria, CA and 10:30 a.m.

IX. ADJOURNMENT

- A. Meeting adjourned at 12:02 a.m.



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

TECHNICAL ADVISORY COMMITTEE
DRAFT MINUTES

April 27, 2017

Present:

Gordon Gaste	City of Brawley
Guillermo Sillas	City of Brawley
Lily Falomir	City of Calexico
Isabel Alvarez	City of Imperial
John Gay	County of Imperial

Others:

David Aguirre	ICTC
Virginia Mendoza	ICTC
Cristi Lerma	ICTC
David Salgado	SCAG
Gustavo Gomez	The Holt Group
Joseph Chua	Caltrans
Roberto Martinez	Vexer Engineering

1. The meeting was called to order by Chair Gaste at 10:08 a.m. A quorum was present and introductions were made.
2. A *motion* was made to adopt the minutes for March 23, 2017, (Falomir/Alvarez) **Motion Carried.**
3. ICTC Updates / Announcements
 - Transit Planning Updates (By David Aguirre):
 - Mr. Aguirre stated that the TDA Article 3 Bike and Peds projects were approved by the Commission at their April meeting.
 - The Regional Bus Stop Inventory, Signage Replacement and Technology Assessment Project contract was approved in April.
 - Transportation Planning Updates (By Virginia Mendoza):
 - An agency RFA status was requested for FY 2016-17 RSTP and CMAQ projects. The table below indicates agency responses under status for each project. Agencies are encouraged to submit their RFA's to Caltrans Local Assistance by April/May 2017.

Agency	Fund Type	Project Name	Total Project Cost (in thousands)	Status
Brawley	CMAQ	Paving Wildcat Drive	\$1,008	<i>Request for Authorization (RFA) for Design expected to be submitted in April.</i>
Calexico	CMAQ	Paving of De Las Flores St.	\$466	<i>Request for Authorization (RFA) for Design expected to be submitted end of March.</i>
Calipatria	CMAQ & RSTP	Roadway & Pedestrian Improvements on N. Brown St.	\$1,233	<i>Obligation issued 9-16-16</i>
El Centro	CMAQ	Signal Lights Synchronization along Dogwood Ave. & Danenberg Ave.	\$351	<i>Re-submitted RFA at the end of December 2016, waiting for obligation</i>
El Centro	ATP	Establish of SR2S Program and Bicycle Route Improvements	\$524	<i>Obligation completed, it's been awarded for design</i>
Holtville	CMAQ & RSTP	9 th St. from Palm Ave. to Olive Ave.	\$633	<i>Obligation for ROW issued 12-27-16, RFA for CON will be submitted May 2017</i>
Holtville	CMAQ & RSTP & EAR-Repurpose	6 th Street Pavement	\$682	<i>RFA for CON was submitted on January 24, 2017, E76 received</i>
Imperial City	RSTP	Dogwood Road Pavement from Aten Rd. to Southeast City Limits	\$302	<i>RFA expected to be submitted end of April</i>
Imperial County	RSTP	Dogwood Road Pavement between El Centro City Limits to Imperial City Limits	\$2,335	<i>RFA submitted in April</i>
Imperial County	ATP	Pedestrian Master Plan	\$100	<i>RFA expected to be submitted in May</i>
Imperial County	CMAQ	Pedestrian and Bicycle improvements along Rio Vista Street from San Diego Avenue to Holt Avenue in Seeley	\$1,119	<i>RFA expected to be submitted in May</i>
Imperial County	CMAQ	Pedestrian and Bicycle improvements along Rio Vista Street from Holt Avenue to Heil Avenue in Seeley	\$237	<i>RFA expected to be submitted in May</i>
Westmorland	CMAQ	Paving H Street and 8 th Street	\$429	<i>RFA was submitted on April 20, 2017</i>
ICTC	CMAQ	Design of New Intermodal Transportation Center in the City of Calexico	\$559	<i>RFA expected to be submitted end of May</i>
		Total	\$9,978	

- Please “Save the Date” of May 17-18, 2017 for the Imperial Valley General Assembly and Economic Summit. We have confirmed three speakers: Laurie Berman, Caltrans District 11 Director; Vince Mammano, CA Division Administrator, FHWA and Bill Higgins, CalCOG Executive Director.
- CTC Commissioners attended a Town Hall Meeting in the City of Calexico on April 12, 2017 at the Carmen Durazo Cultural Arts Center. Presentations were provided by the following: City of El Centro staff; Laurie Berman, Caltrans; Mike Jones, SCAG; and Mark Baza. The last part of the Town Hall Meeting consisted of Q and A with Commissioners and local agency staffs. The following day, April 13th ICTC hosted a tour of the Calexico East Port of Entry and CHP truck inspection facility for CTC Commissioners, CTC staff and Caltrans.
- The Federal Highways Administration (FHWA) passed the Consolidated Appropriations Act, 2016 which allows State to repurpose any earmark that was designated on or before September 2005. FHWA approved the Earmark Repurposing projects on April 13, 2017. The following is a list of Earmark Repurposing projects Imperial County in the amount of \$6 million:

Sponsoring Agency	Demo Description	Demo Amount (\$)
City of Brawley	Rio Vista Avenue between Allen Street and Cattle Call Drive, in the City of Brawley, Imperial County.	\$86,554.81
City of Holtville	Pavement Improvements. 6th Street between Holt Ave and Melon Avenue in the City of Holtville, Imperial County.	\$18,185.95
ICTC/Caltrans	Road Widening on SR98, from Rockwood Ave to Ollie Ave in the City of Calexico, Imperial County	\$3,594,849.51
Imperial County	Street paving, drainage and ADA sidewalk improvements on Heber Avenue from Highway 86 to Correll Road and south of Highway 86 to Fawcett Road	\$1,017,400
Imperial County/IV Desert Museum	Conservation easement, access improvements and parking facilities at the Desert museum, Imperial County	\$719,920.75
San Diego State University – IV Campus	Parking lot paving and ADA access improvements on CA-78 in the City of Brawley, Imperial County.	\$719,920.75
	TOTAL	\$6,156,831.77

➤ LTA Updates (By Virginia Mendoza):

- Ms. Mendoza requested that all agencies submit their project requests for the LTA Bond and provide a status report. She stated that the County of Imperial and the City of Calipatria have spent all their funds. The City of Brawley has a balance as of February 28, 2017 of \$1.98 million; Calexico \$6 million; and, Imperial \$265,134. Agencies are highly encouraged to submit invoices.

4. El Centro Transfer Terminal – Prohibition of Smoking Signage

Mr. Aguirre stated that due to recent complaints from passengers regarding smoking at the El Centro Transfer Terminal, the City of El Centro is working on installing signage at the terminal. This is per City local ordinance prohibiting smoking in public areas. Staff was directed to further address this issue regionally, therefore requested input from the TAC regarding this issue. No comments were provided.

5. SCAG Updates / Announcements: (By Mr. Salgado)

- A second round of “GO-Human” advertising will be released throughout the SCAG region in May 2017. The “GO-Human” Campaign is an ATP Cycle 1 Grant funded program designed and developed to be utilized by all stakeholders and partners in the region to bring heightened awareness to pedestrian and bicycle safety as well as driver safety through a robust marketing and advertising campaign. ICTC has collaborated to include “Go-Human” advertising on their transit buses in order to promote safe walking and bicycling. Please feel free to contact David Salgado to participate.
- The Imperial Valley Velo Club will have the 2017 Bike to Work Day on May 18th. SCAG is providing some “GO-Human” materials to promote bicycle and pedestrian safety throughout the day’s activities, which will include informational stations throughout El Centro for those biking to work to astop and receive free gifts.
- The 2017 SCAG Regional Conference and General Assembly will be on May 4th and 5th, 2017.

6. Cities and County Planning / Public Works Updates:

- City of Brawley: Mr. Gaste announced that Guillermo Sillas is the new Public Works Director for the City of Brawley.

7. Caltrans Updates / Announcements

Mr. Chua had the following updates and announcements:

- Effective March 30, 2017, Caltrans is once again authorized to participate in the National Environmental Protection Act (NEPA) Assignment Program. This reauthorization ends the three month period of suspension that began on January 1, 2017. Caltrans has performed federal responsibilities for environmental decisions and approvals under NEPA on all Federal-aid projects in California since 2007.
- The deadline for the California Federal Lands Access Program (CA FLAP) 2017 Call for Projects has been extended through May 12, 2017. The goal of the CA FLAP is to improve transportation facilities that provide access to, are adjacent to, or are located within federal lands.
- The Consolidated Appropriations Act of 2016 allowed repurposing of certain funds originally earmarked for specific projects more than ten years ago. FHWA approved most requests from California, and all processing was completed by April 7, 2017. For the six approved projects in Imperial County, Requests for Federal Authorization may now be submitted to the District Office. A Final Approved List of Repurposed Earmarks can be found at the link provided below: <http://www.dot.ca.gov/hq/LocaiPrograms/earmark>
- The City of Imperial has one project flagged for inactivity in submitting a project invoice. Please submit an invoice to the District by May 19, 2017, if not sent already. In addition, Imperial County, as well as the cities of Brawley and Calipatria, have projects that will soon be flagged for inactivity. Please submit invoices to the District before August 21, 2017. A complete list of inactive projects can be found at the link provided below. <http://www.dot.ca.gov/hq/LocaiPrograms/Inactiveprojects.htm>
- Managers of the Highway Bridge Program in Local Assistance at Caltrans-HQ will be delivering free training at Caltrans District Office in San Diego on Tuesday, June 20, 2017. The tentative class time would be 10:00 AM - 3:00 PM, including a one-hour lunch break. As soon as possible, please advise with the number of representatives from your respective agencies who are interested and available then. To enroll, email Debora Ledesma-Ribera at Debora.Ledesma-Ribera@dot.ca.gov or Joseph Chua at Joseph.Chua@dot.ca.gov.
- Environmental Department will be conducting a training regarding SB 6at the next TAC meeting.
- Mr. Chua stated that Caltrans has received award packages where the bid is much higher than the engineers estimate, usually due to a gap in time. Caltrans usually gives 5% increase due to

inflation. Ms. Mendoza asked for clarification regarding what would be the most appropriate time and acceptable percentage of increase that won't necessarily raise flags to FHWA. Also what can ICTC do to help this process. Mr. Chua stated that if an award comes in at 25% or more, his recommendation would be to re-bid the project. Mr. Gay suggested that a process be set up where Caltrans and ICTC are emailed and informed of these situations before they are submitted to District 11, Local Assistance. Mr. Chua agreed that this process will allow Caltrans to informally notify an agency if it should be re-bid.

8. General Discussion / New Business

- Ms. Mendoza stated that she will be following up via email about the following topics and updates that were discussed today:
 - o Repurposed Earmarks
 - o General Assembly and Economic Summit
 - o Potential trainings at future TAC meetings
 - o The potential for identifying the framework of a clear communication process specifically regarding the award phase of projects.
 - o Create a sub-list of contacts
- Next TAC meeting will be on May 25, 2017.

9. Meeting adjourned at 11:01 a.m.

V. CONSENT CALENDAR

C. APPLICATION FOR FEDERAL TRANSIT ADMINISTRATION (FTA) SECTION 5311 PROGRAM FUNDS, FY 2016-17



**IMPERIAL COUNTY
TRANSPORTATION COMMISSION**

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

May 17, 2017

Maria Nava-Froelich, Chairperson
Imperial County Transportation Commission
1405 N. Imperial Ave Suite 1
El Centro, CA 92243

SUBJECT: Application for Federal Transit Administration (FTA) Section 5311 Program Funds
FY 2016-17/FY 2017-18

Dear Commission Members:

The Federal Transit Administration (FTA) Section 5311 program provides an annual source of rural grant funding to offset operational costs within an identified rural area for mass transit purposes as specified by the Legislature. The rural grant program is administered by Caltrans, who has issued a two year call for projects, for grants that are due by May 24, 2017.

FTA 5311 Rural Transit Grant Funds in the amount of approximately \$286,575 for FY 2016-17 and \$301,911 for FY 2017-18 are to be applied to IMPERIAL VALLEY TRANSIT, the countywide transit system and IVT ACCESS, the regional ADA complimentary paratransit service and the IVT GOLD LINE – Brawley Circulator Route.

The IMPERIAL VALLEY TRANSIT, IVT ACCESS, and IVT GOLD LINE budgets include the following for FY 2016-17 and FY 2017-18:

FY 16-17

Operating Cost:	\$ 6,078,418
Less Fares Anticipated:	\$ 785,519
Less LTF/STAF (State) Revenue:	\$ 874,113
Less 5307 (Federal urban) grant revenue	\$ 4,132,211
Less 5311 (Federal rural) grant revenue	\$ 286,575
NET COST	\$ 0

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

FY 17-18

Operating Cost:	\$ 6,553,614
Less Fares Anticipated:	\$ 867,565
Less LTF/STAF (State) Revenue:	\$ 3,448,237
Less 5307 (Federal urban) grant revenue	\$ 1,935,901
Less 5311 (Federal rural) grant revenue	\$ <u>301,911</u>
NET COST	\$ 0

The ICTC Management Committee met on May 10, 2017 and forwards this item to the Commission for their review and approval after public comment, if any:

1. Adopt the attached resolution authorizing the Executive Director to sign the FTA 5311 FY 2016-17/2017-18 grant application and all supporting documentation, and, submit the application to Caltrans.

Sincerely,

MARK BAZA
Executive Director

BY: 

Kathi Williams
Senior Transit Planner

Attachment

MB/ksw

**RESOLUTION _____ OF
THE IMPERIAL COUNTY TRANSPORTATION COMMISSION (ICTC)**

**AUTHORIZING THE FILING OF APPLICATIONS FOR FEDERAL
TRANSPORTATION FUNDING, WITH THE CALIFORNIA DEPARTMENT OF
TRANSPORTATION FOR ASSISTANCE AS AUTHORIZED BY 49 U.S.C. CHAPTER
53, TITLE 23 UNITED STATES CODE; UNDER FTA SECTION 5311, FOR USE
WITHIN THE REGIONAL COUNTY-WIDE TRANSIT SYSTEM**

WHEREAS, the U. S. Department of Transportation is authorized to make grants to states through the Federal Transit Administration to support operating assistance projects for non-urbanized public transportation systems under Section 5311 of the Federal Transit Act (**FTA C 9040.1F and FTA C 9050.1**); and

WHEREAS, the California Department of Transportation (Department) has been designated by the Governor of the State of California to administer Section 5311 grants for transportation projects for the general public for the rural transit and intercity bus; and

WHEREAS, ICTC desires to apply for said financial assistance to permit the continued operation of transit service in ICTC's rural service area; and

WHEREAS, ICTC will program the FTA 5311 funds in the Regional Transportation Improvement Program (RTIP); and

WHEREAS, ICTC has the requisite combination of state and local funding sources committed to provide the required local share; and

WHEREAS, ICTC has sufficient funds to operate the vehicles and equipment utilized or purchased under this project or operate the service, as applicable; and

WHEREAS, ICTC has, to the maximum extent feasible, coordinated with other transportation providers and users in the region (including social service agencies); and

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the ICTC does hereby Authorize the Executive Director or his designee, to file and execute applications on behalf of ICTC with the Department to aid in the financing of capital/operating assistance projects pursuant to Section 5311 of the Federal Transit Act (**FTA C 9040.1F and FTA C 9050.1**), as amended.

1. That the Executive Director or his designee is authorized to execute and file all certification of assurances, contracts or agreements or any other document required by the Department.
2. That the Executive Director or his designee is authorized to provide additional information as the Department may require in connection with the application for the Section 5311 projects.
3. That the Executive Director or his designee is authorized to submit and approve requests for reimbursement of funds from the Department for the Section 5311 project(s).

PASSED AND ADOPTED by the Imperial County Transportation Commission at a regular meeting of said Commission.

By: _____
Chairman

ATTEST:

By: _____
CRISTI LERMA
Secretary to the Commission

V. CONSENT CALENDAR

V. CONSENT CALENDAR

D. CALIFORNIA TRANSIT SECURITY GRANT PROGRAM FY 2015-16



IMPERIAL COUNTY
TRANSPORTATION COMMISSION

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

May 17, 2017

Maria Nava-Froelich, Chairperson
Imperial County Transportation Commission
1405 N. Imperial Ave. Suite 1
El Centro, CA 92243

SUBJECT: California Transit Security Grant Program FY 2015-16

Dear Commission Members:

The California Transit Security Grant Program (CTSGP) provides funds for use on a variety of transit capital improvement projects. These projects are designed to enhance security for transit systems and passengers. The program is administered by the State of California's Governor's Office of Homeland Security.

In previous years, ICTC has successfully applied for funding through this program for security cameras and lighting improvements to the Imperial Valley College Bus Transfer Terminal, solar lighting at the Brawley and Imperial Transfer Terminals and for security cameras on the larger Imperial Valley Transit (IVT) buses. For the FY 2015-16 funding, ICTC is seeking funding in an amount of \$133K through this program to provide Advanced Vehicle Location (AVL) systems for the IVT 40 foot bus fleet. No matching funds are required.

The application process requires the submittal of a resolution from the Commission authorizing the Executive Director to act on behalf of the Commission.

The ICTC Management Committee met on May 10, 2017 and forwards this item to the Commission for their review and approval after public comment, if any:

1. Approve the attached resolution authorizing the Executive Director or his designee to take any actions necessary on behalf of the ICTC for the purposes of obtaining FY 2015-16 financial assistance, provided by the Governor's Office of Homeland Security under the California Transit Security Grant Program.

Sincerely,

MARK BAZA
Executive Director

BY:

Kathi Williams
Senior Transit Planner
Attachment

A RESOLUTION OF THE IMPERIAL COUNTY TRANSPORTATION COMMISSION (ICTC) AUTHORIZING THE COMMISSION TO SUBMIT AN APPLICATION FOR THE CALIFORNIA TRANSIT SECURITY GRANT PROGRAM - CALIFORNIA TRANSIT ASSISTANCE FUND (CTSGP-CTAF) FOR FY 2015-16.

RESOLUTION NO. _____

WHEREAS, the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006 authorizes the issuance of general obligation bonds for specified purposes, including, but not limited to, funding made available for capital projects that provide increased protection against security and safety threats, and for capital expenditures to increase the capacity of transit operators to develop disaster response transportation systems; and

WHEREAS, the California Governor's Office of Emergency Services (Cal OES) administers such funds deposited in the Transit System Safety, Security, and Disaster Response Account under the California Transit Security Grant Program (CTSGP); and

WHEREAS, the Imperial County Transportation Commission is eligible to receive CTSGP funds; and

WHEREAS, the Imperial County Transportation Commission will apply for FY 2015-16 CTSGP funds in an amount up to \$133,338 for Automated Vehicle Location (AVL) systems to improve the safety and security of passengers and related equipment on the Imperial Valley Transit system in ICTC's service area, which satisfies the tenets of the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006; and

WHEREAS, the Imperial County Transportation Commission recognizes that it is responsible for compliance with all Cal OES CTSGP grant assurances, and state and federal laws, including, but not limited to, laws governing the use of bond funds; and

WHEREAS, Cal OES requires the Imperial County Transportation Commission to complete and submit a Governing Body Resolution for the purposes of identifying agent(s) authorized to act on behalf of the Imperial County Transportation Commission to execute actions necessary to obtain CTSGP funds from Cal OES and ensure continued compliance with Cal OES CTSGP assurances, and state and federal laws.

THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF THE IMPERIAL COUNTY TRANSPORTATION COMMISSION, THAT MARK BAZA, THE EXECUTIVE DIRECTOR, AND/OR HIS DESIGNEE, is hereby authorized to execute for and on behalf of the Imperial County Transportation Commission, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining financial assistance provided by the California Governor's Office of Emergency Services under the CTSGP.

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

By: _____
Chairman

ATTEST:

By: _____

CRISTI LERMA
Secretary to the Commission

V. CONSENT CALENDAR

E. FY 2016-17 & FY 2017-18 CONTRACT MODIFICATION FOR THE STIP/RTIP CONSULTANT AGREEMENT
COH AND ASSOCIATES



**IMPERIAL COUNTY
TRANSPORTATION COMMISSION**

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

May 17, 2017

Maria Nava-Froelich, Chairperson
Imperial County Transportation Commission
1405 N. Imperial Ave, Suite 1
El Centro, CA 92243

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

Dear Commission Members:

Since 2006, the Imperial County Transportation Commission (ICTC) has contracted consultant services to maintain, evaluate and participate in the programmatic functions of the State Transportation Improvement Program (STIP) and Regional Transportation Improvement Program (RTIP).

These activities include the development and submittal of project related documentation to the California Transportation Commission (CTC) and the Southern California Association of Governments. In addition, there is the 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 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 was last executed on July 27, 2016 for FY 2016-17 and FY 2017-18 for an amount not to exceed \$60,000. Per review of state funding regulations, a contract modification for a not to exceed amount of \$50,000 has been submitted for review and consideration.

Funding for this project is in the ICTC 2016-17 Overall Work Plan and 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**

Maria Nava-Froelich, Chairperson
Imperial County Transportation Commission

(2)

May 17, 2017

The ICTC Management Committee met on May 10, 2017 and forwards this item to the Commission for their review and approval after public comment, if any:

1. Authorize the Chairperson to sign the Second Modification to Agreement for Services between ICTC and C.O.H. and Associates, Inc. for the not to exceed fee of \$50,000.00 effective July 27, 2016 through June 30, 2018.

Sincerely,



MARK BAZA
Executive Director

MB/vm

Attachment

1 **SECOND MODIFICATION TO AGREEMENT FOR SERVICES**

2
3 THIS SECOND MODIFICATION TO AGREEMENT FOR SERVICES (“Second
4 Modification”) made and entered into this _____, 2017, 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 Second 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 this reference herein as **Exhibit “1”**; and

13 **WHEREAS**, on July 27, 2016 that certain Agreement was modified by Modification “1”
14 attached hereto and incorporated by this reference herein as **“Exhibit “2”**; and

15 **WHEREAS**, the Parties wish to update the compensation as described in the document
16 entitled, “Proposed Work Plan: Fiscal Years 16/17 & 17/18” dated May 3, 2017, attached hereto
17 and incorporated by this reference herein as **Exhibit “3”**; and

18 **WHEREAS**, Paragraph 22 of the Agreement provides that no modification, waiver,
19 amendment, discharge, or change of the Agreement shall be valid unless the same is in writing
20 and signed by both Parties.

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

- 23 1. Paragraph 6.2 of the Agreement is deleted and replaced by the following:

24 **“COMPENSATION**

25 **6.2** The total compensation payable under this Agreement for services for the
26 additional two (2) years FY 2016-17 and FY 2017-18 shall not exceed fifty
27 thousand dollars (\$50,000.00).”

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

3
4 **IN WITNESS WHEREOF**, the Parties have executed this Second Modification on the
5 day and year first above written.

6
7 **IMPERIAL COUNTY**
8 **TRANSPORTATION COMMISSION**

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

9
10 _____
11 By:
12 Chairman

By: Carlos Ortiz Hernandez

13 **ATTEST:**

14
15 _____
16 By: MARK BAZA
17 Executive Director

18 **APPROVED AS TO FORM:**
19 **KATHERINE TURNER**
20 County Counsel

21
22 _____
23 Sarah Sauer
24 Deputy County Counsel

EXHIBIT 1

1 **AGREEMENT FOR SERVICES**

2
3 THIS AGREEMENT FOR SERVICES (“Agreement”) made and entered into this
4 June 25, 2014, is by and between the **IMPERIAL COUNTY**
5 **TRANSPORTATION COMMISSION**, a political subdivision of the State of California (“ICTC”),
6 and **C.O.H. & ASSOCIATES, INC.**, a California corporation (“CONSULTANT”).

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

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

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

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

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

18 **1. PARTIES TO AGREEMENT**

19 This Agreement is by and between ICTC and CONSULTANT. ICTC and
20 CONSULTANT are individually referred to as “Party” and collectively as “Parties.”

21 **2. CONTRACT COORDINATION**

22 **2.1.** The Executive Director shall be the representative of ICTC for all purposes under
23 this Agreement. The Executive Director, or a designated representative, is hereby
24 designated as the Contract Manager for ICTC and shall supervise the progress and
25 execution of this Agreement.

26 **2.2.** CONSULTANT shall assign a single Contract Manager to have overall
27 responsibility for the progress and execution of this Agreement. Carlos Ortiz
28 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 employees; 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:

22 ICTC

23 Executive Director
24 ICTC
25 1405 N. Imperial Ave., Suite 1
26 El Centro, CA 92243

22 CONSULTANT

23 Attn: Carlos Ortiz Hernandez
24 C.O.H. & Associates, Inc.
25 315 Meigs Road, Suite A-137
26 Santa Barbara, CA 93109

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.

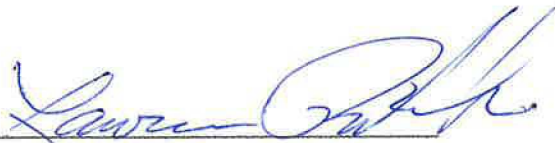
14 **29. TERM OF AGREEMENT**

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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22 By:
23 Chairman

22 By: Carlos Ortiz Hernandez

24 **ATTEST:**

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27 By: MARK BAZA
28 Executive Director

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APPROVED AS TO FORM:

MICHAEL L. ROOD
COUNTY COUNSEL



By: Eric Havens
Deputy County Counsel



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

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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

FIRST MODIFICATION TO AGREEMENT FOR SERVICES

THIS FIRST MODIFICATION TO AGREEMENT FOR SERVICES (“First Modification”) made and entered into this July 27, 2016, is by and between the IMPERIAL COUNTY TRANSPORTATION COMMISSION (“ICTC”), and C.O.H. & ASSOCIATES, INC., a California corporation (“CONSULTANT”). The terms “Party” or “Parties” shall mean the individual or collective participants of this First Modification.

W I T N E S S E T H

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

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

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

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

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

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

“DESCRIPTION OF WORK

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

///

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 

22 By: MARK BAZA
23 Executive Director

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

27 

28 Eric Havens
Deputy County Counsel

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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.

EXHIBIT 3

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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.

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B. SCHEDULE

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

Task	Total Hours	FY16-17 Hours	FY17-18 Hours
1	186.0	94.0	92.0
2	94.5	23.5	71.0
3	32.0	15.0	17.0
Total	312.5	132.5	180.0

C. COST PROPOSAL

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

$$132.5 \text{ Hours} \times \$160.00/\text{hour} = \$21,200$$

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

$$180.0 \text{ Hours} \times \$160.00/\text{hour} = \$28,800$$

TOTAL = \$50,000.00 over two years.

VI. REPORTS

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



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

Memorandum

Date: May 1, 2017
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 May 24, 2017

- 1) **I-8 / Imperial Avenue Interchange Reconstruction:** Following the Town Hall meeting and due to the recent passing of SB 1, we have an opportunity to accelerate the I-8 / Imperial Ave. project from FY 2019/20 to FY 2018/19 for construction.
- 2) **Proposed New Facility for ICTC:** ICTC and its partners IVEDC and SCAG are pursuing a lease on a new larger facility. The new facility is the old Rabobank location on the corner of Main St. and Imperial Ave.
- 3) **Imperial Valley General Assembly and Economic Summit:** The Imperial Valley General Assembly and Economic Summit were held on May 18, 2017. Speakers at the General Assembly included: Laurie Berman, Caltrans District 11 Director; Vince Mammano, CA Division Administrator, FHWA and Bill Higgins, CalCOG Executive Director.
- 4) **SAVE THE DATE - ICTC Budget Workshop:** Please "Save the Date" of May 24, 2017 at 5 p.m. for a budget workshop for FY 2017-18 at the County of Imperial, Conference Room C/D.
- 5) **SCAG Sustainability Achievement Award:** ICTC and its partners, Caltrans and SANDAG, were presented a sustainability achievement award at the SCAG General Assembly on May 4-5, 2017 for the Pedestrian and Bicycle Transportation Access Study of the California/Mexico Land Ports of Entry.
- 6) **Transportation Development Act (TDA-State Funds) Triennial Performance Audit Project:** The auditor staff will be in Imperial Valley visiting agencies and the transit operators on April 26, 27 and 28. Requests for information have been emailed to member agency staff by the audit consultants. The audit is a state mandated requirement every three years for all TDA funds received in Imperial County.
- 7) **Westshores Transit Opportunities:** In Preparation for the Short Range Transit Plan, staff is exploring transit connection opportunities with Sunline Transit that serves the Coachella Valley region, and pursuing grant opportunities for interregional transit services to/from Westshores and Coachella. Together we will be pursuing available grant opportunities to provide service connections. Update - On Friday, May 19, 2017, ICTC and IVT RIDE staff held a 2nd transit service outreach at the Imperial Valley Food Bank's distribution site in Westshores from 7:30 am – 9:30 am. ICTC staff will be going to the SunLine facility in Palm Springs on June 2, 2017 to continue dialogue for potential opportunities.

- 8) **IVT RIDE:** ICTC and transit operator staff have started an evaluation and review process of the performance data for the first three years of operations. The review will focus primarily on the Brawley, Calexico, Imperial and Westshores areas, as the City of El Centro service did not begin until July 1, 2016. The Paratransit Coordinating Committee (PCC) met on March 13 to develop recommendations for service adjustments. If there are service adjustments it is likely they would be for Commission consideration in May/June, which then would be effective July 1, 2017.
- 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. Since July 2016, ICTC has been meeting (July 16th, October 24th, and December 20th) with Border Patrol, Caltrans and the County of Imperial to determine feasibility, costs and funding of required improvements within Caltrans and Border Patrol right-of-way. A goal of the meetings is to identify a streamlined feasible option for possible funding from the Measure D Regional Highway Set-aside fund since there are no current funds available in the foreseeable future. Caltrans assisted by completing a draft alternatives that would include four canopied inspection lanes (allowing two inspection lanes for vehicles and two inspection lanes for trucks) and improved secondary inspection, impound and employee parking areas. In Mid-March ICTC, CBP and Caltrans were still reviewing conceptual alternatives.
- 10) **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 for April 2017.
- 11) **RSTP, CMAQ Obligation and Repurposed Earmarks:** The table below is a list of all FY 2016-2017 Congestion Mitigation Air Quality (CMAQ), Regional Surface Transportation Program (RSTP), and Active Transportation Program (ATP) that are pending request for authorization (RFA). For ease of receiving approvals, the local agency RFA's should be submitted to Caltrans Local Assistance in May 2017.

Agency	Fund Type	Project Name	Total Project Cost (in thousands)	Status
Brawley	CMAQ	Paving Wildcat Drive	\$1,008	<i>Request for Authorization (RFA) for Design was submitted in the amount of \$208. Construction costs in the amount of \$800K are programmed for FY2018-2019.</i>
Brawley	Earmark Repurpose	Rio Vista Avenue	\$86	<i>RFA pending</i>
Calexico	CMAQ	Paving of De Las Flores St.	\$466	<i>RFA will be submitted in April – city is pending Caltrans approval of single audit submitted on 3/16/17. No federal funds will be processed until audit is approved.</i>
Calipatria	CMAQ & RSTP	Roadway & Pedestrian Improvements on N. Brown St.	\$1,233	<i>Obligation issued 9-16-16</i>
El Centro	CMAQ	Signal Lights Synchronization along Dogwood Ave. & Danenberg Ave.	\$351	<i>Re-submitted RFA at the end of December 2016, waiting for obligation</i>
El Centro	ATP	Establish of SR2S Program and Bicycle Route Improvements	\$524	<i>Obligation completed, it's been awarded for design</i>
Holtville	CMAQ & RSTP	9 th St. from Palm Ave. to Olive Ave.	\$633	<i>Obligation for ROW issued 12-27-16, RFA for CON will be submitted May 2017</i>

Holtville	CMAQ & RSTP & EAR-Repurpose	6 th Street Pavement	\$682	<i>RFA for CON was submitted on January 24, 2017, pending obligation</i>
Imperial City	RSTP	Dogwood Road Pavement from Aten Rd. to Southeast City Limits	\$302	<i>RFA expected to be submitted end of May 2017.</i>
Imperial County	RSTP	Dogwood Road Pavement between El Centro City Limits to Imperial City Limits	\$2,335	<i>RFA expected to be submitted end of May 2017.</i>
Imperial County	ATP	Pedestrian Master Plan	\$100	<i>RFA expected to be submitted end of May 2017.</i>
Imperial County	CMAQ	Pedestrian and Bicycle improvements along Rio Vista Street from San Diego Avenue to Holt Avenue in Seeley	\$1,119	<i>RFA expected to be submitted end of May 2017.</i>
Imperial County	CMAQ	Pedestrian and Bicycle improvements along Rio Vista Street from Holt Avenue to Heil Avenue in Seeley	\$237	<i>RFA expected to be submitted end of May 2017.</i>
Imperial County	Earmark Repurpose	Sidewalks on various sites in Heber	\$1,017	<i>RFA pending</i>
Imperial County	Earmark Repurpose	IV Desert Museum easement access	\$719	<i>RFA pending</i>
Westmorland	CMAQ	Paving H Street and 8 th Street	\$429	<i>RFA was submitted on 4/26/17 and is pending E-76.</i>
ICTC	CMAQ	Design of New Intermodal Transportation Center in the City of Calexico	\$559	<i>RFA expected to be submitted end of May 2017.</i>
ICTC	Earmark Repurpose	SR98 Rockwood Ave to Ollie Ave	\$3,595	<i>RFA pending</i>
SDSU	Earmark Repurpose	Parking lot improvement SDSU Brawley campus	\$719	<i>RFA pending</i>
		Subtotal	\$16,114	

12) **State Legislation for Transportation Funding – SB 1:** SB 1 was passed by the legislature and signed by the Governor. \$1.5 Billion annually will go to cities and counties for local road improvements. The following are projected annual revenues for the Cities and the County of Imperial. Attached is a factsheet that also includes funds for transit and the Active Transportation Program.

Brawley	\$608,000	Holtville	\$139,000
Calexico	\$920,000	Imperial	\$416,000
Calipatria	\$176,000	Westmorland	\$52,000
El Centro	\$1,034,000	County of Imperial	\$10,600,000
<i>Source: cacities.org</i>		TOTAL	\$13,945,000

13) **President’s 2018 Budget/Transportation Impacts:** The proposed transportation budget could have a direct impact to Imperial County as it eliminates funding for the Essential Air Service (EAS) program that provides subsidy to the Mokulele Air service to/from Imperial to LAX. Other impacts include the elimination of the TIGER discretionary transportation grant program and the Nationally Significant Freight and Highway Projects program – both programs are opportunities to fund some of Imperial Valley’s freight projects in the region serving our trade with Mexico and our agricultural trade corridors such as Forrester Road. Other impacts

include limited funding for the Federal Transit Administration’s Capital Investment Program and federal subsidies for Amtrak’s long distance train services.

- 14) **Update to the 2011 Short Range Transit Plan (SRTP) Request for Proposals:** ICTC staff is developing a Request for Proposals (RFP) for release in early summer to complete an update to the 2011 Short Range Transit Plan (SRTP). This is a planning document that identifies transit services and capital improvements over the next three to five year period, with expected available resources. The project unfolds over an approximately 12 month period. The goal is to have an updated report with bilingual public participation. Special Planning Emphasis Areas anticipated in the report include but are not limited to: a review of transit service options on the West side of the Salton Sea, expansion of IVT RIDE into other member agencies’ service areas and expansion of the IVT Blue, Green and Gold lines for Saturday and Sunday services. The project budget is established in the FY 2016-17 ICTC Overall Work Plan and Budget.
- 15) **Imperial Mexicali Binational Alliance Meeting:** The Imperial Mexicali Binational Alliance (IMBA) meeting was held at CETY’s University in Mexicali on May 11, 2017. The meeting agenda included a presentation from the San Diego Association of Governments (SANDAG) on the Fresh Look Impacts of Border Delay study and updates on border infrastructure, economic development and Cali-Baja. The next meeting is scheduled for July 13, 2017 in Imperial County.
- 16) **Critical Rural Freight Corridors (CRFC) and Critical Urban Freight Corridors (CUFC):** The Southern California Association of Government (SCAG) requested a CRFC and CUFC project nomination list from all Regional Transportation Planning Agency (RTPA). On January 10, 2017, ICTC reviewed the regional project list and submitted the following projects to SCAG:

Project Description	Designation & Cost
Widen bridge over the All American Canal at the Calexico East POE: widen of bridge over the All American Canal to six lanes at the Calexico East Port of Entry	CRFC (\$30M)
Intelligent Transportation Systems (ITS) Implementation at Calexico East POE: install border wait-time monitoring systems, radio frequency identification (RFID)/Bluetooth technology, and advanced traveler information systems	CRFC (\$3M)
SR-98 widening from VV Williams Avenue to Rockwood Avenue: Widen SR-98 from 4 to 6 lanes from VV Williams Avenue to Rockwood Avenue	CUFC (\$10M)
Forrester Road Corridor: Forrester Road bridge over the New River reconstruction, roadway realignment and operational improvements	CRFC (\$20M)
Menvielle Road Widening: widen Menvielle Road from 2 to 4 lanes between Carr Road to SR-98	CRFC (\$4.4M)

- 17) **Regional Mobility Hubs Strategy for Imperial and San Diego:** This project funded by Caltrans will develop a Regional Mobility Hubs Implementation Plan for San Diego County and Imperial Valley. This project is 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. Mobility hubs can help maximize the capital investment in transit services and support the emphasis on smart growth and transit-oriented development.

The Consultant has completed draft Mobility Hub Concept Designs for the intermodal facilities in the City of Brawley, Imperial Valley College and the City of El Centro. The draft concept designs will be distributed for feedback from project stakeholders. For more information about the project or to access the draft concepts please visit the ICTC website at <http://www.imperialctc.org/mobility-hubs-strategy/>. Project team met on April 18, 2017. The project is scheduled to be completed by June 2017. Virginia Mendoza, Project Manager

- 18) **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. Project is in design phase. Construction will begin and completed in late 2017.

- 19) **Heber Bus Stop & Pedestrian Access Improvements on State Route 86:** The community of Heber has had a need to improve pedestrian and bus stop access along State Route 86. The ICTC Commission granted the use of Regional Set-Aside Local Transportation Account (LTA) funds for the project. Caltrans has served as the project lead; the first phase will begin in January and completed February 2017. Phase 2 is scheduled for completion in June/July 2017 and Phase 3 in October/November 2017. Community outreach will be necessary prior to initiating construction in Phase 2 and 3 as road closures and detours will be necessary.
- 20) **2016 Regional Transportation Plan (RTP)/Sustainable Communities Strategy (SCS), Amendment #1:** The Southern California Association of Governments (SCAG) has approved the regional 2016 RTP/SCS that has been accepted by the Air Resource Board. SCAG developed the RTP/SCS in collaboration with ICTC, other County Transportation Commissions, and local governments from the six county Southern California region through a bottoms-up, collaborative process. The RTP/SCS addresses many challenges including projected growth, changing demographics, climate change adaption, housing needs, and transportation demands.

SCAG has opened Amendment 1 of the 2016 RTP/SCS for any changes to existing projects or adding new projects. Projects listed in the RTP/SCS must be of regional significance and increase the road capacity. ICTC has received a request to submit 3 projects as part of Amendment 1. The amendments are necessary to our ability to fund and complete these projects if funding is made available. At their January 5th meeting SCAG Regional Council approved the release of the draft amendment for 30 day public review.

Lead Agency	Project Description	Project Type
City of El Centro	Imperial Avenue Extension South – new roadway from I-8 to McCabe Road	New project
County of Imperial	Menvielle Road Widening, from 2 to 4 lanes between Carr Road to SR-98	New project
ICTC	Expansion of the Calexico East Port of Entry – increase Commercial Vehicle Lane inspection lanes and booths from existing 3 to 6 lanes and booths; and widen bridge over the All American Canal	Existing project – amending project timeline

- 21) **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 March 2018. Phase II funding is pending Congressional approval.

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. The City of Calexico is finalizing their right of way acquisition for widening Cesar Chavez Blvd. and Caltrans has initiated construction for widening SR-98. Both are currently scheduled for completion in March 2018 to coincide with GSA’s Phase 1 completion of the Port expansion.

- 22) **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.

ICTC is pursuing discretionary freight program funding for the bridge expansion, 3 new truck inspection lanes and Intelligent Transportation System (ITS) technologies for a total cost of \$35 million.

23) **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.

24) **Meetings attended on behalf of ICTC:**

- April 21, 2017 – Mobility 21 Board Meeting (Joint with Advisory Board) in Los Angeles
- April 25, 2017 – CalCOG CDAC meeting in Sacramento
- May 4-5, 2017 – SCAG General Assembly in Palm Desert, CA.
- May 11, 2017 – Imperial Mexicali Binational Alliance Meeting in Mexicali, Mexico.



California HERO Activity Report
Imperial County Transportation Commission
 Launch Date through April 30, 2017

Program Activity through April 30, 2017

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	5,590	236	150	\$4,118,866	79	\$1,077,804	9	89	0	29	73	845,942	219
Calexico	3/24/2015	7,374	499	292	\$9,418,690	168	\$2,162,014	18	146	0	78	207	1,889,420	490
Calipatria	3/24/2015	758	9	4	\$102,074	4	\$49,711	0	4	0	0	0	36,617	9
El Centro	5/23/2014	9,250	388	262	\$7,742,453	130	\$1,774,354	15	125	8	42	115	1,364,720	351
Holtville	3/24/2015	1,248	52	38	\$1,001,541	19	\$211,845	2	17	0	8	14	181,977	47
Imperial	6/10/2015	4,622	177	135	\$4,457,235	71	\$1,084,370	9	58	9	37	110	755,347	200
Westmoreland		596	Has not adopted Resolution of Participation											
Imperial County Unincorporated	11/14/2014	9,506	201	123	\$3,915,619	63	\$938,145	8	68	3	14	41	642,015	164
Total		38,944	1,562	1,004	\$ 30,756,478	534	\$ 7,298,242	61	507	20	208	561	5,716,038	1,480

** Participation rate based off of funded projects

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



SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS

818 West 7th Street, 12th Floor, Los Angeles, CA 90017 T: (213) 236-1800 F: (213) 236-1825

Memorandum

Date: Wednesday May 24, 2017
To: ICTC Commission Meeting
From: David Salgado, Regional Affairs Officer (RAO)
Re: **Southern California Association of Government's (SCAG) 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 Meeting May 24, 2017.

- 1. 2017 SCAG Regional Conference and General Assembly May 4th and 5th, 2017:** The 2017 General Assembly was very well attended. The new officers were installed and the 2017-18 Budget was approved. The breakout sessions were very informative and the Key Note Speaker, Data Scientist Ben Wellington, provided a great look at how "big data" can be utilized to improve programs, analyze issues, and address relevant current issues in the public sector. ICTC was also presented the Sustainability Award for "Collaborative Partnership" at the 2017 Awards Luncheon. Thank You for your continued support and attendance to the 2017 SCAG General Assembly. Please save the date for the 2018 General Assembly May 3rd and 4th at the Renaissance Indian Wells Resort.
- 2. SCAG "Go-Human" Campaign:** A second round of "GO-Human" advertising will be released throughout the SCAG region in May 2017. The "GO-Human" Campaign is an ATP Cycle 1 Grant funded program designed and developed to be utilized by all stakeholders and partners in the region to bring heightened awareness to pedestrian and bicycle safety as well as driver safety through a robust marketing and advertising campaign. ICTC has collaborated to include "Go-Human" advertising on their transit buses in order to promote safe walking and bicycling. Please feel free to contact David Salgado to participate.
- 3. 2017 SCAG Annual Demographic Workshop SAVE THE DATE!!! June 26, 2017:** SCAG will be holding its annual demographic workshop titled "Volatile Demographics: How High and How Low?" The workshop is held in collaboration with the USC Sol Price School of Public Policy. The workshop will be held at the USC Trojan Grand Ballroom from 8:30am to 3:30pm on Monday June 26, 2017. Information and registration is available online at www.scag.ca.gov/demographics. Please feel free to contact Imperial County RAO David Salgado with any questions.
- 4. Affordable Housing Sustainable Communities (AHSC) Program Co-Convening Workshops in Imperial County 2017:** SCAG is working in partnership with the Strategic Growth Council (SGC) in order to provide workshops throughout the SCAG region in an effort to secure more



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Cap and Trade funding for the SCAG region and to continue to meet the goals of the 2016 RTP-SCS. The goal of the workshop is to convene important stakeholders who can leverage one another's resources to put forth successful applications under the AHS program. The first workshop is still under development and a date will be established in cooperation with the ICTC Technical Advisory Committee in order to further develop the content and participant stakeholder list. Further details will be made available as they are established. Please feel free to contact Imperial County RAO David Salgado with any questions.

- 5. Tool Box Tuesday June 6th, 2017:** Webinar: Using GreenTRIP Connect to Gain Community Support and Win Cap and Trade Funding for Transit Oriented Developments. Climate Change continues to be one of the key challenges shaping housing and infrastructure policy in California. There is a growing demand for technological tools for developers, policy advocates, and government staff to measure and mitigate the climate impacts of their projects. GreenTRIP Connect is a free statewide tool that forecasts greenhouse gas and traffic reductions, parking savings and other features on a parcel by parcel basis depending on proposed project specifications. This webinar will demonstrate how GreenTRIP Connect can directly support projects and city policies to maximize competitiveness to the Affordable Housing Sustainable Communities (AHSC) portion Cap and Trade program.

In addition to a demonstration of the program, the webinar will also provide an overview of how GreenTRIP Connect was used to support a proposed redevelopment of the Rancho Cucamonga Metrolink station into a mixed use, multi-generation transit-oriented village. Finally, there will be a presentation on how parking data will soon be included in the GreenTRIP Parking Database and the basis for a parking model in Connect for Los Angeles. Hear how these tools can support his extensive efforts on revamping CEQA transportation thresholds for affordable housing and to develop a new Transportation Demand Management (TDM) ordinance.

Speakers include:

- Ann Chen, Program Director, GreenTRIP
- Michael Dieden, President of Creative Housing Associates
- David Somers, Mobility Planner, Los Angeles Department of City Planning

This session will take place in a webinar format, so there is no need to travel to SCAG's main office or regional offices. Register online and receive additional details including log-in information after registering. All sessions are eligible for AICP Certification Maintenance credits.

- 6. June 27, 2017 – Replacing Redevelopment: Enhanced Infrastructure Financing Districts (EIFD) / Community Revitalization Investment Authority (CRIA) Technical Assistance Workshop:** This workshop will provide an overview and technical training for SCAG's new tool to evaluate Enhanced Infrastructure Finance Districts (EIFDs) and Community Revitalization and Investment Authorities (CRIAs). EIFDs and CRIAs empower local jurisdictions to finance infrastructure investment through tax increment financing. EIFDs and CRIAs are the major economic development strategies and financing mechanisms after the dissolution of Redevelopment Agencies (RDAs). SCAG has developed this tool for project sponsors to evaluate the viability of establishing an EIFD or CRIA for a given project area.

Speaker: Larry Kosmont, President and CEO of Kosmont Companies



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7. **Bike to Work Day May 18th, 2018:** The Imperial Valley Velo Club had the 2017 Bike to Work Day on May 18th. SCAG provided some “GO-Human” materials to promote bicycle and pedestrian safety throughout the day’s activities, which included informational stations throughout El Centro for those biking to work to stop and receive free gifts. May is BIKE MONTH!!
 8. **SB 1 Road Repair and Accountability Act of 2017:** The bill passed by a vote of 27-11. The bill provides \$52.4 billion over 10 years for transportation by raising California’s gas excise tax 12 cents to 30 cents a gallon, with annual adjustments for inflation. The diesel excise tax will also go up 20 cents to 36 cents a gallon. Funds will also be raised by fee increases on vehicle registrations which will be proportionate to the vehicle model year and will range from \$25 to \$175 a year annually. Zero emission vehicles will incur a \$100 annual fee. There will be a constitutional amendment put on the 2018 ballot to allow a vote to ensure the funds will be provided for road projects.
 9. **SCAG 2017 Local Profiles:** 2017 DRAFT Local Profiles were sent to all planning directors and stakeholders for review on March 3, 2017. Please review and provide comments to localprofiles@scag.ca.gov by **Friday, March 24, 2017**. The final Local Profiles are scheduled for release at the SCAG General Assembly in May. When reviewing, please also think about how Local Profiles could be further improved in contents as well as utilization. SCAG staff plans to conduct a mini-survey of all member jurisdictions after everyone finishes the review by March 24th. Questions can be directed to Ping Chang or Mike Gainor at SCAG.
 10. **SCAG Policy Committee Appointments:** The Imperial County Transportation Commission (ICTC) took action to formally appoint members from the ICTC to SCAG Policy Committees at the January ICTC Meeting held January 26, 2017. Calexico Councilman Bill Hodge was appointed to the Community, Economic and Human Development Committee (CEHD). Also appointed was City of Westmorland Councilperson Ana Beltran who will serve on Energy and Environment Committee (EEC). Imperial County Supervisor Luis Plancarte’s appointment to the SCAG Energy and Environment Committee was formalized as well. Supervisor Plancarte also serves as the SCAG Regional Council Rep for the County of Imperial, replacing former Supervisor and Commissioner Jesus “Jack” Terrazas.
- The SCAG Committees generally meet on the first Thursday of each month at 10 AM at their downtown Los Angeles office. SCAG does provide reimbursement for travel expenses. For more information contact David Salgado, SCAG Regional Affairs Officer at salgado@scag.ca.gov or 760-353-7800.
11. **2017 SCAG Presidents Strategic Plan (PSP) Update:** SCAG has convened a strategic planning committee composed of executive management, leadership, and staff in order to develop and update SCAG’s Strategic Planning Document. The Strategic Plan has not been updated since 2009 and provides a framework for the agencies Work Plan and continued success. A Staff Strategic Planning (SSP) Committee has been composed to support the work of the PSP. Imperial County RAO David Salgado is participating on the PSP Committee.



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- 12. SCAG Regional Council and Policy Committees:** SCAG’s Regional Council and policy committee meetings will take place Thursday March 2, 2017 at SCAG’s main offices in Los Angeles.
- 13. CalEPA-Cal Enviro Screen Tool 3.0 UPDATE:** The revised CalEnviro Screen Tool has been revised. Version 3.0 has been released and is improved from the 2.0 version. CalEPA previously held a workshop in Imperial County to gather feedback from stakeholders regarding issues which may not be considered when establishing the disadvantage communities and environmental justice criteria for grant awards. Border air quality impacts were considered in the new tool amongst a whole host of other new criteria for implementation. A summary of the revisions can be found on the CalEPA website.
- 14. 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.



Date: May 19, 2017
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) Commissioners meeting of May 24, 2017:

1. Project Updates:

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

2. Construction:

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

The first three segments of the *Interstate 8 Continuously Reinforced Concrete Pavement Project (CRCP)* are under construction.

- Segment 1, is near El Centro from 0.6 mile west of Anderholt Road overcrossing to 0.5 mile east of the East Highline Canal Bridge. It was awarded to Coffman Specialties, Inc. on November 18, 2015. Construction began the first week of February 2016. Both westbound and eastbound I-8 traffic are using the newly constructed freeway. This project will be completed by July, approximately eight months ahead of schedule.
- 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. Both westbound and eastbound I-8 traffic are using the newly constructed freeway except for a small portion on westbound I-8 near the All American Canal. This project will be completed by August, approximately one year ahead of schedule.

Construction (continued):

- 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. Traffic is reduced to one lane in each direction from the Agricultural Checkpoint to the Arizona state line.

The remaining two segments have been awarded and are scheduled to begin construction in summer 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.

I-8/Dogwood Road

The I-8/Dogwood Road interchange project is completed and all lanes are open to traffic. Decorative fencing will be installed in spring 2017.

I-8/Dogwood Road Landscape Project

The follow-up landscape project has started and will be completed in summer of 2017.

Caltrans El Centro Maintenance Station

Phase 1 construction of the Caltrans El Centro Maintenance Station is complete.

Phase 2 is scheduled to be complete in summer 2017.

SR-98 / Cesar Chavez Widening Project

Contract approval was received in January 2017, with construction on the \$12.9 million project beginning in April 2017 and ending in spring 2018. Utility relocation work is complete.

SR-86/Heber Pedestrian Improvements

This project will add much needed sidewalks and a bus shelter. Bids were opened and construction is scheduled to begin in spring 2017. This project is a coordinated effort between Caltrans and ICTC.

Construction (continued):

SR-111/Main Street in Niland

This project will install a bus stop and shelter in an existing parking lot on the east side of SR-111. Efforts have begun and a Cooperative Agreement has been drafted and is in the process of completion between ICTC and Caltrans.

3. Traffic Operations:

SR-86/Customs & Border Protection Checkpoint Expansion

Caltrans continues to work on interim improvement alternative for this project, which meets the safety and operational needs of CBP and reduces delay for the traveling public. CBP will be requesting federal funds for the construction of an “ultimate” facility.

4. Maintenance:

Brawley Maintenance made repairs to SR-86 north of Westmorland by smoothing out dips and depressions on the highway. This involved grinding of the high spots in the travel way and adding nearly one foot of asphalt to restore the ride through this ¼ mile section.



Maintenance (continued):

El Centro Maintenance is completing a pavement preservation project this month on I-8 at the ramps on Dunaway Rd., Drew Rd. and Forrester Rd. This preservation treatment seals the existing asphalt and will extend the pavement life between five to eight years. The project involves ramp closures at each location for a three day period. The motoring public was notified in advance with Changeable Message Signs (CMS) and with the Public Information Office providing radio and press announcements.



5. Planning Studies:

A Fresh Look at Impacts of Border Delays at CA/BC POEs

In May 2016, the San Diego Association of Governments received two Caltrans grants for a total of \$670,000 to study the Effects of Border Wait Times on the Economy and Air Quality/Climate Change Emissions. This is a cooperative effort between SANDAG, ICTC and Caltrans under contract with HDR.

- a. The Economic Impacts of Border Delays will update and enhance previous studies to estimate the effects of delays at the San Diego and Imperial Counties Ports of Entry (POEs) on the regional, statewide, and national economies of the United States and Mexico.
- b. The Air Quality and Climate effects of Border Wait Times will develop a methodology to estimate air quality pollution and greenhouse gas emissions due to vehicular delays to cross the San Diego and Imperial Counties POEs.
- c. The consultant will be modeling the economic delay for 2025 and the air quality for 2025 and 2035 respectively

Planning Studies (continued):

Imperial County Transportation Model Update

Caltrans is currently working with SCAG and Cambridge Systematics in an effort to update the Regional Transportation Model for Imperial County. A kick-off meeting was held on April 3, 2017, and initial efforts are focused on developing an inventory of existing data, and future data collection needs. The project is funded by SCAG with a cost of \$78,000, and will be completed in December 2017.

6. Local Assistance:

June 20, 2017: Highway Bridge Program Training at Caltrans District Office in San Diego

Managers of the Highway Bridge Program in Local Assistance at Caltrans-HQ will be delivering free training at Caltrans District Office in San Diego on Tuesday, June 20, 2017.

This training will be held from 10:00 a.m. to 3:00 p.m. If you are interested in participating, please provide the number of interested representatives from your agency to either Debora.Ledesma-Ribera@dot.ca.gov or Joseph.Chua@dot.ca.gov.

Caltrans Authorized to Participate in NEPA Assignment Program

Effective March 30, 2017, Caltrans is once again authorized to participate in the National Environmental Protection Act (NEPA) Assignment Program. This reauthorization ends the three-month period of suspension that began on January 1, 2017. Caltrans has performed federal responsibilities for environmental decisions and approvals under NEPA on all Federal-aid projects in California since 2007.

<http://www.localassistanceblog.com/2017/03/30/caltrans-authorized-to-resume-participation-in-the-nepa-assignment-program/>

Final Approval of Earmark Repurposing Transfer Requests

The Consolidated Appropriations Act of 2016 allowed repurposing of certain funds originally earmarked for specific projects more than ten years ago. FHWA approved most requests from California, and all processing was completed by April 7, 2017. For the six approved projects in Imperial County, Requests for Federal Authorization may now be submitted to the District Office.

A Final Approved List of Repurposed Earmarks can be found at the link provided below:

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

Inactive Projects

If you have not yet done so, please submit an invoice to the District by May 19, 2017.

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

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

Local Assistance (continued):

Roadway Departure Safety Workshops for 2017

July 17, Crescent City
September 27, Hanford

Free workshops will be held for training on roadway departure crashes which occur after a vehicle crosses an edge line or a center line, or otherwise leaves the traveled way. Participants will learn how to apply for federal funds, common locations of crashes, and types of countermeasures. Southern California sites for training are being considered in 2018. For more information, please refer to the Caltrans Roadway Safety Training and Materials page:

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

Reminder: Subsidized Classes for Local Agencies

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

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

Federal Aid Series

The next training on June 12-16, 2017 (Los Angeles) is at capacity. However, District 11 plans to host this series in the next fiscal year.

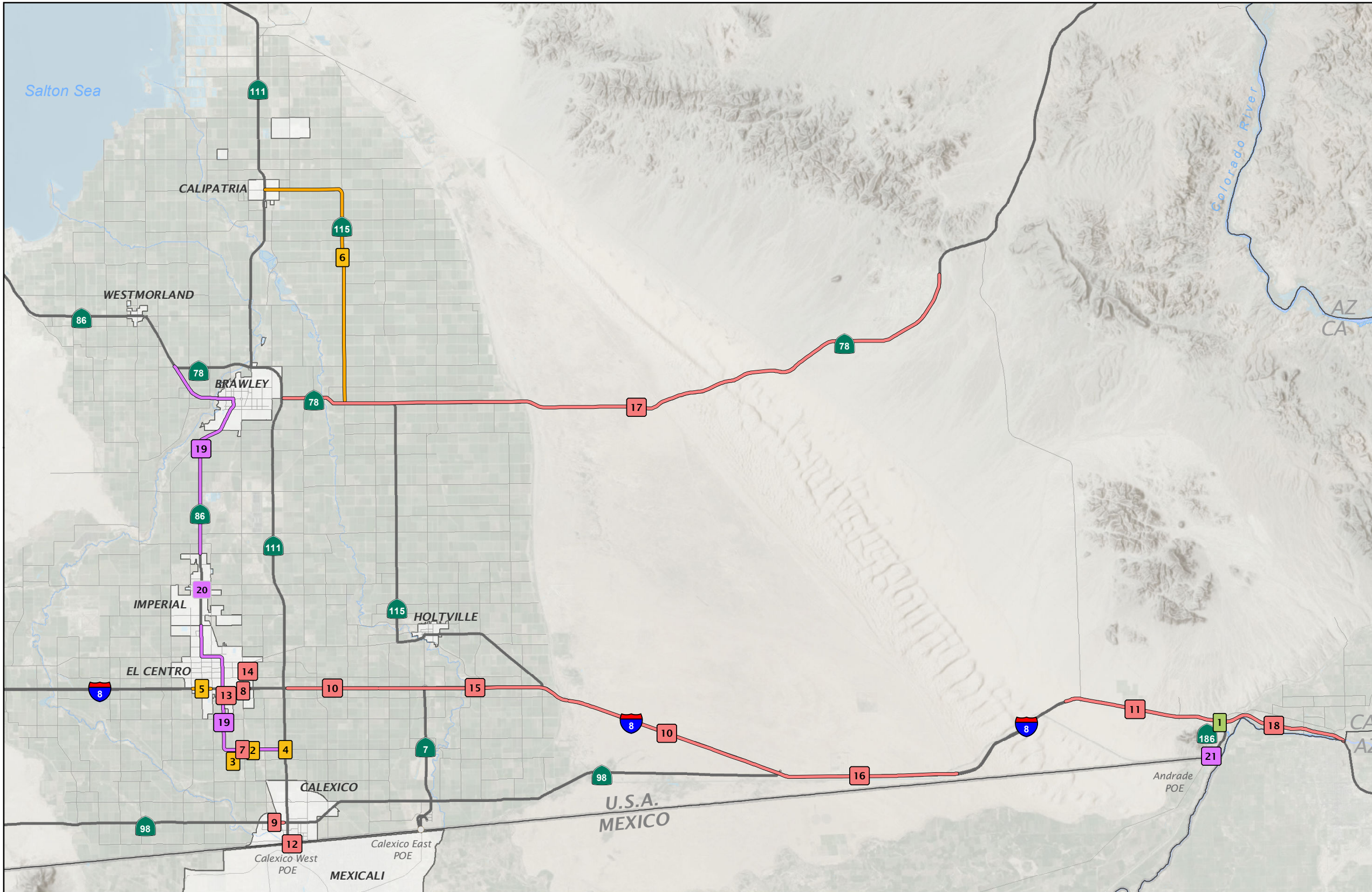
Please check for updates through the online registration link below:

<http://www.californiantap.org/index.cfm?pid=1077>

Resident Engineers Academy

June 5-8, 2017 Los Angeles

Interested participants please contact Debora.Ledesma-Ribera@dot.ca.gov. Upon completion of the priority registration list, those who have been admitted will receive online registration instructions via email.



ENVIRONMENTAL

1. SR-186/I-8 Interchange Improvements

DESIGN

2. SR-86/"Heber Ave" Sidewalk, Transit, & ADA Improvements Phases 2 & 3*
Design Complete Spring 2017
3. SR-86/Dogwood Road Intersection Improvements*
Design Complete Fall 2017
4. SR-86/SR-111 Intersection Improvements*
Design Complete Fall 2017
5. I-8/Imperial Ave Interchange Improvements
Design Complete Spring 2019
6. SR-115 Pavement Rehabilitation
Design Complete Spring 2017

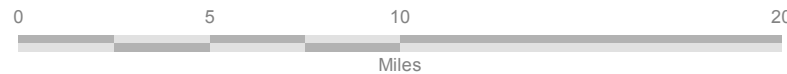
CONSTRUCTION

7. SR-86/"Heber Ave" Sidewalk, Transit, & ADA Improvements Phase 1*
Construction Start Spring 2017
8. Dogwood Road Landscape
Construction Start Fall 2016
9. SR-98 West Widening Phase 1B
Eady Ave to Ollie Ave
Construction Start Spring 2017
10. I-8 Pavement Rehabilitation at Various Locations
Construction Start Summer 2017
11. I-8 Pavement Rehabilitation at Ogilby Rd to SR-186
Construction Start Summer 2017
12. SR-111 Calexico West - GSA POE Reconfiguration*
Construction Complete Spring 2018
13. I-8/Dogwood Rd Interchange Improvements
Construction Complete Summer 2017
14. El Centro Maintenance Station
Phase 2 – Construction Complete Summer 2017
15. I-8 Pavement Rehabilitation
Construction Complete Summer 2017
16. I-8 Pavement Rehabilitation
Construction Complete Summer 2017
17. SR-78 Pavement Rehabilitation
Construction Complete Fall 2017
18. I-8 Pavement Rehabilitation
Construction Complete Spring 2018

RELINQUISHMENT

19. SR-86 Relinquishment From SR-78 to SR-111
Senate Bill 788 Approved Fall 2013
20. SR-86 Relinquishment for City of Imperial
Completed January 2017
21. SR-186 Relinquishment 500 Feet
from Border to GSA*
Complete Summer 2017

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



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Date: 05/18/2017

Abbreviations:
GSA: General Services Administration

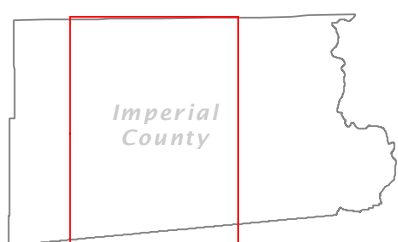
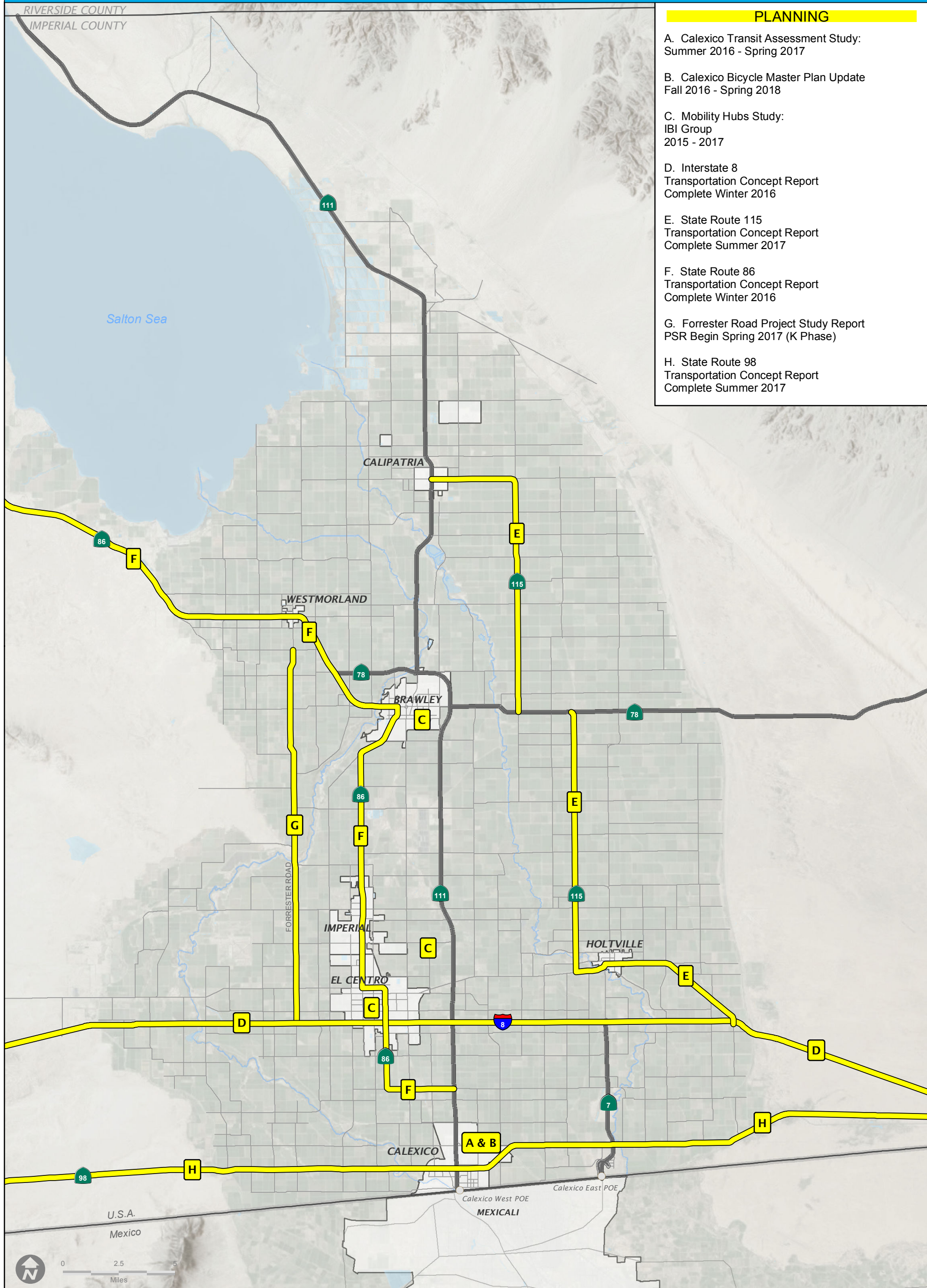
POE: Port of Entry

* 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

PLANNING

- A. Calexico Transit Assessment Study:
Summer 2016 - Spring 2017
- B. Calexico Bicycle Master Plan Update
Fall 2016 - Spring 2018
- C. Mobility Hubs Study:
IBI Group
2015 - 2017
- D. Interstate 8
Transportation Concept Report
Complete Winter 2016
- E. State Route 115
Transportation Concept Report
Complete Summer 2017
- F. State Route 86
Transportation Concept Report
Complete Winter 2016
- G. Forrester Road Project Study Report
PSR Begin Spring 2017 (K Phase)
- H. State Route 98
Transportation Concept Report
Complete Summer 2017



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Date: 12/07/2016

Creating Bikeable, Walkable Communities

Developing Effective Active Transportation Projects & Programs

This free workshop will assist staff from local agencies and community-based organizations in developing impactful active transportation plans, programs and projects that will improve biking and walking mobility and safety. We will provide technical assistance and guidance on how to successfully compete for key funding programs.

Instructors

Laura Cohen, Rails-to-Trails Conservancy
Paul Zykofsky, Local Government Commission
Presentations from RCTC and other local agencies

Workshop Topics Include:

- Effective community engagement
- Finding and effectively using data to identify needs, and measure/predict bike/pedestrian usage and safety
- Successful plans and non-infrastructure programs
- Best practices and innovative design solutions for trails, bike & pedestrian projects
- Top 10 Tips for successful ATP (& other) funding applications

WHEN: June 1, 2017 from 9:00 am - 4:15 pm

WHERE: Riverside County Transportation Commission
4080 Lemon St., Riverside, CA 92501

RSVP: Please RSVP by Friday, May 26; priority will be given to representatives from disadvantaged communities
https://bikeable_walkable_riverside.eventbrite.com

For more information, Laura Cohen or Barry Bergman, Rails-to-Trails Conservancy
Call: 510-992-4662

please contact: Email: laura@railstotrails.org; barry@railstotrails.org

**ACTIVE
TRANSPORTATION
RESOURCE TEAM**



*Sponsorship provided by Riverside
County Transportation Commission
with funding support from The
California Endowment.*

Creating Bikeable, Walkable Communities

Developing Effective Active Transportation Projects & Programs

This free workshop will assist staff from local agencies and community-based organizations in developing impactful active transportation plans, programs and projects that will improve biking and walking mobility and safety. We will provide technical assistance and guidance on how to successfully compete for key funding programs.

Instructors

Laura Cohen, Rails-to-Trails Conservancy

Paul Zykofsky and Josh Meyer, Local Government Commission

Presentations from RCTC and other local agencies

Workshop Topics Include:

- Effective community engagement
- Finding and effectively using data to identify needs, and measure/predict bike/pedestrian usage and safety
- Successful plans and non-infrastructure programs
- Best practices and innovative design solutions for trails, bike & pedestrian projects
- Top 10 Tips for successful ATP (& other) funding applications

WHEN: June 7, 2017 from 9:00 am - 4:15 pm

WHERE: Tulare County Agricultural Building
4437 S. Laspina, Tulare, CA 93274

RSVP: Please RSVP by Friday, June 2; priority will be given to representatives from disadvantaged communities
https://bikeable_walkable_tulare.eventbrite.com

For more information, Laura Cohen or Barry Bergman, Rails-to-Trails Conservancy
Call: 510-992-4662

please contact: Email: laura@railstotrails.org; barry@railstotrails.org

**ACTIVE
TRANSPORTATION
RESOURCE TEAM**



**Local
Government
Commission**

*Sponsorship provided by Tulare
County Association of Governments
with funding support from The
California Endowment.*

VIII. ACTION CALENDAR

A. SPECIFIC TRANSIT OPERATOR FISCAL REPORTS FY 2015-16 FOR IMPERIAL VALLEY TRANSIT, IVT ACCESS AND IVT RIDE



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

May 17, 2017

Maria Nava-Froelich, Chairperson
Imperial County Transportation Commission
1405 N. Imperial Ave., Suite 1
El Centro, CA 92243

SUBJECT: Specific Transit Operator Fiscal Reports FY 2015-16 for Imperial Valley Transit, IVT Access and IVT Ride

Dear Commission Members:

The Commission conducts fiscal reviews of its transit operators on an annual basis and for FY 2015-16 they were performed by the CPA firm, Vavrinek Trine and Day LLP, on three transit services performed under contracts with FIRST TRANSIT, Inc. Attached, please find the FY 2015-16 fiscal report for: Imperial Valley Transit, IVT Access and IVT Ride.

There have been several areas identified for improvement in the report including; the handling of fareboxes and a management review of the inventory of spare parts. In addition, a review of revenue service hours performed versus invoiced was also conducted. While meaningful, none of the findings present a serious violation to ICTC. ICTC staff have discussed the appropriate actions with First Transit by ICTC, as well as, local First Transit staff. First Transit has also provided a written response to the findings presented in the reports which includes actions to be used as a remedy.

The ICTC Management Committee met on May 10, 2017 and forwards this item to the Commission for their review and approval after public comment, if any:

1. Receive and file the Specific Transit Operator Fiscal Reports FY 2015-16; IMPERIAL VALLEY TRANSIT, IVT ACCESS and IVT RIDE

Sincerely,

MARK BAZA
Executive Director

BY: 

Kathi Williams
Senior Transit Planner

MB/ksw/cl

Attachments

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

**INDEPENDENT ACCOUNTANTS' REPORT
ON APPLYING AGREED-UPON PROCEDURES**

Imperial County Transportation Commission
El Centro, California

We have performed the procedures enumerated below, which were agreed to by management of the Imperial County Transportation Commission (ICTC) solely to assist ICTC in monitoring the fiscal accountability and reporting of First Transit, Inc. (Transit Operator), and its records relating to the Imperial Valley Transit Line, Green Line, Blue Line and Gold Line for the period ending June 30, 2016. The Transit Operator's management is responsible for its accounting records and reporting requirements. Management of ICTC is responsible for monitoring the accounting records and reporting of the Transit Operator. This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of those parties specified in the report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

The procedures and associated findings are as follows:

1) *Observation of service provided*

Obtain an understanding of the service being provided based on inquiry of management and inspection of the agreement. Perform a walkthrough and obtain supporting documentation regarding the services provided by the operator.

Results: We inquired of the Transit Operator management, inspected the First Transit Fixed Route Transit Service Agreement (May 2011) and related amendments (#1-6), and inspected the Imperial Valley Transit (IVT) Rider's Guide (June 2016) in order to obtain an understanding of the services being provided. We noted the Imperial Valley Transit provides public bus services throughout the Imperial County. The fixed routes operate on a set pattern of travel and published schedules.

We randomly selected a sample of six fixed routes (#750 AM Blue Line, 1 South, 1 North, 2 South, 4 East and #850 Green Line PM) and observed that they were operating as documented within the IVT Rider's Guide.

No exceptions were noted as a result of procedures performed.

2) *Cash Handling Control*

Inspect the operator's accounting policies and procedures and interview management and staff in order to obtain an understanding of the operator's internal controls over cash handling during the year ending June 30, 2016. Verify that the procedures provide for adequate safeguards of cash and separation of duties. Perform an observation over cash handling and compare the results of the observation to the policy.

Results: We inquired of the Transit Operator management, inspected the First Transit Operations Manual over cash handling and performed an observation over the cash handling process on January 18, 2017 and noted the following:

The Transit Operator drivers are required to complete the *Driver's Daily Log Sheet* which tracks the number of riders per route and the estimated cash collections. We observed that the driver does not have access to the cash deposited into the cash box within the farebox located on each bus.

Cash boxes are collected and exchanged on a daily basis upon the vehicle's return to the yard. A key is required to release the cash box from the farebox. A separate key is required to access the contents of the cash box. The key to access the cash boxes are located in the Safety Manager's office. Access to the cash box keys is limited to the dispatchers. We observed that the cash boxes are equipped with a security feature in which the cash box is to automatically lock when the cash box is removed from the farebox cabinet. However, upon observation of the removal of one cash box, we observed that the selected cash box being removed was open. The security feature on the cash box selected for testing had malfunctioned. The noted malfunction is an exception to the documented procedures in place.

Per inspection of the Cash Handling policies, cash boxes are to be stored in a locked vault until the cash is counted and picked up by the armored service. We observed that not all cash boxes are stored in the locked vault prior to being counted as there is limited space in the vault, which is an exception to the documented policies. The remaining cash boxes not stored in the vault are stored in the locked cash count room. Access to the vault and cash count room is limited to First Transit dispatchers.

We observed the cash counting process is under video surveillance.

We observed that two dispatchers participate in the emptying of the cash boxes and the counting of cash. The cash counts are logged on the *IVT Vault & Farebox LogDay* Sheet, which includes the cash box identification number, bus number, time and date of count, dispatchers present, and the total bill and coin collections. The counted cash is then bagged and labeled with the appropriate deposit information and is picked up for deposit by the third party armored service truck.

A spreadsheet summarizing the monthly cash collections is maintained. On a monthly basis, a Senior Financial Analyst at the Transit Operator's corporate office will reconcile the total balance counted and reported by the dispatchers with the balance deposited per the bank statement.

We noted actual cash collections and the estimated cash collections based on the number of riders over the *Driver's Daily Log Sheet* is subject to fluctuate as the driver cannot provide change for customers and cannot verify payment once the fare is deposited into the farebox.

No other exceptions were noted.

3) *Spare Parts and Inventory Control*

Inspect the operator's accounting policies and procedures and interview management and staff in order to obtain an understanding of the operator's internal controls over the purchasing, safeguarding and use of spare parts and inventory, in the maintenance department. Identify how the maintenance department tracks the use of spare parts and inventory and identify the safeguards that are in place for the maintenance of inventory. Note whether the procedures provide for periodic inventory counts and reconciliation of such counts to the general ledger. Perform an observation over the spare parts and inventory and compare the results of the observation to the policy. Note evidence of pilferage, other losses, or instances of improper usage.

Results: We inquired of the Transit Operator management, inspected the First Transit Inventory Count Policies and Purchase Order Policies and performed an observation over the spare parts and inventory controls on January 18, 2017 and noted the following:

We observed that the purchase of spare parts and inventory is initiated and tracked by the Maintenance Manager. The Maintenance Manager has the authority to purchase any items below \$2,500. Purchases between \$2,500 and \$5,000 must be approved by the General Manager. Any purchases over \$5,000 have to be approved by the Director of Maintenance located at the Transit Operator's corporate office. Spare parts and inventory are stored in a locked gated area that is under 24 hour video surveillance. The key to the locked gate is kept in the maintenance shop. Access to spare parts and inventory after hours is limited to the Maintenance Manager, Operations Managers, Mechanics, and the General Manager. The use of spare parts and inventory is tracked through the use of separate work orders for each project.

Each spare part and inventory item is tracked by the use of a pin or part number. A complete inventory is taken on a quarterly basis. Any variances from expected inventory counts (based on part usage and the work order process) greater than 5% require explanation. The inventory is performed by the Maintenance Manager and is submitted to the Director of Maintenance at the Corporate office for his review and approval. We observed that there is no evidence of the Director of Maintenance review. In addition, we observed there are no up to date policies with regards to the inventory process.

We noted the General Manager performs spot checks every few weeks to ensure inventory levels are appropriate; however, we noted there is no documentary evidence of this review process.

4) *Invoicing Process Control*

Inspect the operator's accounting policies and procedures and interview management and staff in order to obtain an understanding of the operator's internal controls related to the invoicing process. Scan the current year detail for invoices and select a sample of three to test to ensure policy was followed.

Results: We inquired of the Transit Operator management and performed an observation on January 17, 2017 over the invoicing process and noted the following:

The Transit Operator submits an invoice to ICTC on a monthly basis which includes the monthly fixed costs, determined as part of the contractual agreement, the total revenue hours requested for reimbursement and any marketing expenses incurred during the month.

We noted the invoices are prepared by the IVT Operations Manager and then reviewed and approved by the Transit Operator's General Manager. All invoices are prepared based on source documents which include *Driver's Daily Log Sheets*, *Time Sheets*, *IVT Fault & Farebox LogDay Sheets*, and supporting marketing invoices. The source documents are summarized in an excel file which generates the monthly invoice.

We selected the months of July 2015, January 2016, and June 2016 and observed that the invoices agreed to the summarized excel files and supporting marketing invoices without exception. In addition, on a sample basis, we observed that the monthly excel files agreed to supporting source documents. See details of samples tested documented at procedure 6 (Financial Data Analysis).

We observed that all monthly invoices for the period ending June 30, 2016 were reviewed and approved by the Transit Operator's General Manager.

No exceptions were noted as a result of procedures performed.

5) **Reporting Process**

Inspect the operator's accounting policies and procedures and interview management and staff in order to obtain an understanding of the operator's internal controls related to the reporting process.

Results: We inquired of the Transit Operator management, inspected the First Transit Fixed Route Transit Service Agreement (May 2011), related amendments and annexes and performed observations and noted the following:

Transit Operator is required to submit monthly reports regarding the monthly operations, route statistics, management summary statements, and passenger data. Transit Operator submits the required reporting information on a monthly basis as part of the monthly invoice process.

We noted the invoices and required reports are prepared by the IVT Operations Manager and then reviewed and signed off by the General Manager. All reports are prepared based on source documents which include *Driver's Daily Log Sheets, Time Sheets, IVT Fault & Farebox LogDay Sheets*, etc. The source documents are summarized in an excel file which generates the monthly reports.

No exceptions were noted as a result of procedures performed.

6) **Financial Data Analysis**

- Inspect documents provided by ICTC and the Transit Operator to verify expenditures and fare revenue amounts reported to ICTC are accurate.
- Select a sample of three months of expense reports and compare amounts to supporting documentation.
- Select a sample of three months of fuel expenditures and determine whether amounts exceeded the escalators stated in the contract. Note any evidence of loss or improper fuel usage.
- Select a sample of three daily fare collection reports in each of a sample of three months and compare to supporting documentation.
- Recalculate service hours from published schedules and compare to the contract and to actual hours billed. Inspect supporting documentation on the daily routes and daily operating schedule to determine actual hours versus invoices revenue hours.

Results: We inquired of the Transit Operator management, inspected the First Transit Fixed Route Transit Service Agreement (May 2011) and related amendments inspected the First Transit Riders Guide (June 2016) and performed observations and noted the following:

- We inspected the monthly invoices provided by the Transit Operator for the IVT Line, Green Line, Blue Line, and Gold Line services and noted the invoices provided by the Transit Operator agreed to the invoices received by ICTC. No exceptions were noted.
- We selected the months of July 2015, January 2016 and June 2016 and obtained the monthly invoices for the IVT Line, Green Line, Blue Line, and Gold Line services. We compared the monthly invoices to the supporting data schedule and marketing invoices. No exceptions were noted.

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We noted the revenue hours noted in the monthly invoices are prepared based on the *Driver's Daily Log Sheets* and the *Time Sheets*. The *Driver's Daily Log Sheets* and the *Time Sheets* should agree; the *Time Sheets* are to be reviewed and approved by the supervisor on duty. We randomly selected the following five lines and obtained all related *Driver's Daily Log Sheets* and *Time Sheets* for a selected date and compared them to the data schedule which supports the monthly invoices. We noted the following:

- Line 1N- Date: Wednesday, June 1, 2016
 - No variances were noted.
 - Line 32- Date: Wednesday, June 1, 2016- Bus #1202
 - Revenue End Time per *Driver's Daily Log Sheet* 17:53. Revenue End Time per monthly invoice data schedule 17:50- Variance of 3 minutes noted.
 - Blue Line- Date: Monday, June 27, 2016- Bus #117
 - Revenue End Time per *Driver's Daily Log Sheet* 8:10. Revenue End Time per monthly invoice data schedule 8:08- Variance of 2 minutes noted.
 - Revenue End Time per *Driver's Daily Log Sheet* 9:20. Revenue End Time per monthly invoice data schedule 9:18- Variance of 2 minutes noted.
 - Revenue End Time per *Driver's Daily Log Sheet* 10:30. Revenue End Time per monthly invoice data schedule 10:28- Variance of 2 minutes noted.
 - Revenue End Time per *Driver's Daily Log Sheet* 12:50. Revenue End Time per monthly invoice data schedule 12:48- Variance of 2 minutes noted.
 - Revenue End Time per *Driver's Daily Log Sheet* 16:18. Revenue End Time per monthly invoice data schedule 16:20- Variance of 2 minutes noted.
 - Revenue End Time per *Driver's Daily Log Sheet* 17:30. Revenue End Time per monthly invoice data schedule 17:33- Variance of 3 minutes noted.
 - In addition it was noted that the *Time Sheets* for the selected route were not reviewed and approved by the supervisor on duty.
 - Green Line- Date: Tuesday, June 14, 2016
 - No variances were noted.
 - Gold Line- Date: Wednesday, June 15, 2016
 - No variances were noted.
 - We noted that the *Time Sheet* for the selected route (Segment Revenue Start Time 6:00 to Revenue End Time 14:52) was not reviewed and approved by the supervisor on duty.
- We inspected the monthly invoices for the IVT Line, Green Line, Blue Line, and Gold Line services for the fiscal year ending June 30, 2016 and noted no additional fuel expenditures were incurred outside of the fuel expenditure costs included in the revenue hour rate determined as part of the annual contract. No exceptions were noted.
 - We selected the months of July 2015, January 2016 and June 2016 and obtained the fare collections by day from the "Farebox Accounting" report included in the monthly reporting packet. We selected 3 days for each month to inspect the daily fares per the source document "Daily Fare Collections Report". We observed that the "Daily Fare Collections Reports" for the month of January 2016 were unable to be located, and as such could not be inspected. These are considered exceptions to performed procedures. As such, we selected the month of February 2016. We observed that for the samples selected for the months of July 2015, February 2016 and June 2016, the daily fare collections per the "Farebox Accounting" report agreed to the supporting source document, "Daily Fare Collection Reports" without exception. See Exhibit B for details.
 - We prepared an estimate of the service hours per inspection of the First Transit Riders Guide (June 2016) and compared the calculated estimate to the revenue hours per the First Transit Fixed Route Transit Service Agreement (May 2011) and related amendments and the revenue hours billed for the IVT Line, Green Line, Blue Line and Gold Line services. See Exhibit C for details.

7) **Budget Development**

Inspect the operator's accounting policies and procedures and interview management and staff in order to obtain an understanding of the operator's methodology related to developing an annual budget.

Results: We inquired of the Transit Operator management and inspected the IVT Line, Green Line, Blue Line, and Gold Line services budget for the fiscal year ending June 30, 2016 and noted the following:

The budget is developed primarily by the Transit Operator's General Manager who follows the "Preparing Fiscal Year Budget" policies of the Transit Operator. The budget accounts for the estimated fixed costs, estimated revenue hours, and estimated fare revenues which together do not exceed the agreed upon subsidy in the First Transit Fixed Route Transit Service Agreement (May 2011) and related amendments. The estimates are based on prior year's data and changes in route schedules. A separate budget is developed for estimated marketing expenditures.

No exceptions were noted as a result of procedures performed.

We were not engaged to, and did not, conduct an audit, the objective of which would be the expression of an opinion on the accounting records and reporting requirements of the Transit Operator or its controls. Accordingly, we do not express such opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the Imperial County Transportation Commission audit management and is not intended to be and should not be used by anyone other than those specified parties.

Riverside, California
_____, 2017

Exhibit A
 Procedure #1- Services Provided
 Fiscal Year Ending June 30, 2016
 (Unaudited)

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IVT Operating Services

	A	B	C= (A-B)	D	E	F= (C+E)
						Net Cost & Total Paid to First Transit
Date	Base Cost	Farebox	Net Subsidy	Fuel Escalator	Marketing	
July 2015	\$ 277,261	\$ 71,165	\$ 206,097	\$ -	\$ 2,228	\$ 208,325
August 2015	264,367	56,549	207,819	-	14,044	221,863
September 2015	270,101	63,059	207,042	-	14,422	221,464
October 2015	287,134	63,799	223,335	-	-	223,335
November 2015	251,063	51,185	199,878	-	2,715	202,593
December 2015	265,740	58,316	207,424	-	13,804	221,228
January 2016	258,717	48,624	210,094	-	12	210,106
February 2016	257,625	50,315	207,310	-	382	207,693
March 2016	284,392	60,409	223,983	-	11,795	235,777
April 2016	274,589	55,024	219,566	-	9,645	229,211
May 2016	276,793	54,944	221,849	-	-	221,849
June 2016	273,437	51,308	222,129	-	15,045	237,174
Total:	\$ 3,241,221	\$ 684,696	\$ 2,556,525	\$ -	\$ 84,092	\$ 2,640,617

Contract Specifications paragraph 8.1.1.5 For Base Cost and Base Subsidy

	\$ 3,240,287	\$ 550,849	\$ 2,689,438
--	--------------	------------	--------------

Over (Under) Contract Requirements

	\$ 934	\$ 133,847	\$ (132,913)
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Operating Costs (A+E)	\$ 3,325,313
Depreciation*	674,464
Adjusted Operating Costs	\$ 2,650,849

Farebox Ratio Actual 26%

Minimum Farebox Ratio Contract 17%

* Obtained from ICTC

Exhibit A
Procedure #1- Services Provided
Fiscal Year Ending June 30, 2016
(Unaudited)

DRAFT COPY 03/22/17

Green Line Services						
	A	B	C= (A-B)	D	E	F= (C+E)
Date	Base Cost	Farebox	Net Subsidy	Fuel Escalator	Marketing	Net Cost & Total Paid to First Transit
July 2015	\$ 28,452	\$ 795	\$ 27,657	\$ -	\$ -	\$ 27,657
August 2015	26,663	750	25,913	-	-	25,913
September 2015	26,641	844	25,797	-	-	25,797
October 2015	27,522	930	26,593	-	267	26,859
November 2015	24,880	642	24,238	-	604	24,842
December 2015	27,531	756	26,775	-	28	26,803
January 2016	24,889	697	24,193	-	-	24,193
February 2016	25,772	726	25,046	-	382	25,429
March 2016	28,431	858	27,573	-	-	27,573
April 2016	26,670	642	26,029	-	-	26,029
May 2016	26,670	688	25,982	-	-	25,982
June 2016	27,552	663	26,889	-	-	26,889
Total:	\$ 321,674	\$ 8,990	\$ 312,683	\$ -	\$ 1,281	\$ 313,964
Contract Specifications paragraph 8.1.2.5 For Base Cost and Base Subsidy						
	\$ 342,272	\$ 17,114	\$ 325,158			
Over (Under) Contract Requirements						
	\$ (20,598)	\$ (8,123)	\$ (12,475)			
Operating Costs (A+E)						
		\$ 322,955				
Depreciation*						
		-				
Adjusted Operating Costs						
		<u>\$ 322,955</u>				
Farebox Ratio Actual						
		3%				
Minimum Farebox Ratio Contract						
		5%				

* Obtained from ICTC

Exhibit A
Procedure #1- Services Provided
Fiscal Year Ending June 30, 2016
(Unaudited)

DRAFT COPY 07/20/17

Blue Line Services						
	A	B	C= (A-B)	D	E	F= (C+E)
Date	Base Cost	Farebox	Net Subsidy	Fuel Escalator	Marketing	Net Cost & Total Paid to First Transit
July 2015	\$ 28,444	\$ 1,088	\$ 27,355	\$ -	\$ -	\$ 27,355
August 2015	26,672	693	25,979	-	640	26,619
September 2015	26,644	867	25,777	-	-	25,777
October 2015	27,526	1,271	26,255	-	267	26,522
November 2015	24,882	1,930	22,953	-	598	23,551
December 2015	27,524	1,369	26,155	-	15	26,170
January 2016	24,884	781	24,103	-	-	24,103
February 2016	25,767	802	24,965	-	382	25,347
March 2016	28,426	1,036	27,391	-	-	27,391
April 2016	26,664	982	25,683	-	-	25,683
May 2016	26,651	1,129	25,522	-	-	25,522
June 2016	27,557	1,178	26,379	-	640	27,019
Total:	<u>\$ 321,643</u>	<u>\$ 13,125</u>	<u>\$ 308,517</u>	<u>\$ -</u>	<u>\$ 2,541</u>	<u>\$ 311,059</u>

Contract Specifications paragraph 8.1.2.5 For Base Cost and Base Subsidy	<u>\$ 342,272</u>	<u>\$ 17,114</u>	<u>\$ 325,158</u>
Over (Under) Contract Requirements	<u>\$ (20,629)</u>	<u>\$ (3,988)</u>	<u>\$ (16,641)</u>

Operating Costs (A+E)	\$ 324,184
Depreciation*	-
Adjusted Operating Costs	<u>\$ 324,184</u>

Farebox Ratio Actual 4%

Minimum Farebox Ratio Contract 5%

* Obtained from ICTC

Exhibit A
Procedure #1- Services Provided
Fiscal Year Ending June 30, 2016
(Unaudited)

DRAFT COPY 03/22/17

Gold Line Services						
	A	B	C= (A-B)	D	E	F= (C+E)
Date	Base Cost	Farebox	Net Subsidy	Fuel Escalator	Marketing	Net Cost & Total Paid to First Transit
July 2015	\$ 23,675	\$ 979	\$ 22,696	\$ -	\$ -	\$ 22,696
August 2015	21,841	989	20,851	-	-	20,851
September 2015	21,851	874	20,977	-	-	20,977
October 2015	21,764	1,142	20,622	-	259	20,882
November 2015	19,006	1,423	17,583	-	29	17,612
December 2015	21,768	808	20,960	-	31	20,991
January 2016	19,014	775	18,240	-	525	18,765
February 2016	19,937	864	19,072	-	382	19,455
March 2016	22,684	816	21,868	-	-	21,868
April 2016	20,851	888	19,963	-	-	19,963
May 2016	20,845	935	19,910	-	-	19,910
June 2016	21,758	806	20,952	-	236	21,188
Total:	<u>\$ 254,994</u>	<u>\$ 11,298</u>	<u>\$ 243,696</u>	<u>\$ -</u>	<u>\$ 1,463</u>	<u>\$ 245,159</u>

Contract Specifications paragraph 8.1.2.5 For Base Cost and Base Subsidy

\$ 258,999	\$ 10,360	\$ 248,639
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Over (Under) Contract Requirements

\$ (4,005)	\$ 938	\$ (4,943)
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Operating Costs (A+E)	\$ 256,457
Depreciation*	-
Adjusted Operating Costs	<u>\$ 256,457</u>

Farebox Ratio Actual 4%

Minimum Farebox Ratio Contract 4%

* Obtained from ICTC

Exhibit B
Procedure #6- Daily Fare Collections
Fiscal Year Ending June 30, 2016
(Unaudited)

DRAFT COPY 12/22/17

Date	Daily Fare Collections - Per Monthly Invoice/Reporting	Daily Fare Collections - Per Daily Fare Collection Report
July 2015		
IVT		
13	\$ 1,980.24	\$ 1,980.24
14	1,986.38	1,986.38
29	1,851.56	1,851.56
Green		
2	39.60	39.60
8	28.23	23.23
10	40.55	40.55
Blue		
1	25.00	25.00
7	4.00	4.00
13	20.35	20.35
Gold Line		
6	39.54	39.54
14	46.26	46.26
22	21.50	21.50
January 2016		
IVT		
4	\$ 1,647.53	Not Available
13	1,750.36	Not Available
30	974.38	Not Available
Green		
6	44.34	Not Available
15	30.81	Not Available
21	53.86	Not Available
Blue		
5	27.00	Not Available
14	23.49	Not Available
27	26.38	Not Available
Gold Line		
5	35.51	Not Available
14	36.65	Not Available
29	27.06	Not Available

Exhibit B
Procedure #6- Daily Fare Collections
Fiscal Year Ending June 30, 2016
(Unaudited)

DRAFT COPY 03/22/17

February 2016

IVT			
4	\$	1,962.93	\$ 1,962.93
13		985.21	985.21
29		2,361.50	2,361.50
Green			
4		43.60	43.60
16		32.95	32.95
23		35.65	35.65
Blue			
5		17.00	17.00
17		27.26	27.26
26		20.51	20.51
Gold Line			
5		48.51	48.51
17		33.96	33.96
23		39.15	39.15

June 2016

IVT			
7	\$	1,958.99	\$ 1,958.99
15		1,283.81	1,283.81
22		1,571.78	1,571.78
Green			
3		40.19	40.19
15		26.05	26.05
22		37.80	37.80
Blue			
1		27.80	27.80
16		18.50	18.50
23		16.99	16.99
Gold Line			
2		46.45	46.45
8		29.10	29.10
28		31.10	31.10

Exhibit C
 Procedure #6- Annual Revenue Hours Analytic
 Fiscal Year Ending June 30, 2016
 (Unaudited)

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Gold Line				
<i>Sched. Run Time (hrs)</i>	<i>Sched. Layover Time (hrs)</i>	<i>Estimated Service Hours per Published Rider's Guide- June 2016 (Annualized)</i>	<i>Estimated Annual Service Hours per First Transit Fixed Route Agreement</i>	<i>Annual Billed Service Hours</i>
11.03	2	3,284	3,276	3,326

Blue Line				
<i>Sched. Run Time (hrs)</i>	<i>Sched. Layover Time (hrs)</i>	<i>Estimated Service Hours per Published Rider's Guide- June 2016 (Annualized)</i>	<i>Estimated Annual Service Hours per First Transit Fixed Route Agreement</i>	<i>Annual Billed Service Hours</i>
10.63	2	3,184	3,200	3,208

Green Line				
<i>Sched. Run Time (hrs)</i>	<i>Sched. Layover Time (hrs)</i>	<i>Estimated Service Hours per Published Rider's Guide- June 2016 (Annualized)</i>	<i>Estimated Annual Service Hours per First Transit Fixed Route Agreement</i>	<i>Annual Billed Service Hours</i>
10.63	2	3,184	3,200	3,208

IVT Service Line				
<i>Route</i>	<i>Sched. Run Time (hrs)</i>	<i>Estimated Service Hours per Published Rider's Guide- June 2016 (Annualized)</i>	<i>Estimated Annual Service Hours per First Transit Fixed Route Agreement</i>	<i>Annual Billed Service Hours</i>
1 South (Weekdays)	15.52	3,910		
1 South (Weekends)	9.75	1,014		
1 North (Weekdays)	27.05	6,817		
1 North (Weekend)	18.08	1,881		
2 South (Weekdays)	18.12	4,565		
2 South (Weekends)	17.15	1,784		
2 North (Weekdays)	15.97	4,024		
2 North (Weekends)	17.83	1,855		
3 East (Weekdays)	5.08	1,281		
3 East (Saturday Only)	2.00	104		
3 West (Weekdays)	4.88	1,231		
3 West (Saturday Only)	2.50	130		
4 West (Weekdays)	2.00	504		
4 West (Saturday Only)	2.37	123		
4 East (Weekdays)	2.00	504		
4 East (Saturday Only)	2.37	123		
21 IVC Express*	9.33	1,748		
22 IVC Express*	4.62	942		
31 Direct (Weekdays)	2.58	651		
31 Direct (Saturday Only)	2.67	139		
32 Direct (Weekdays)	2.58	651		
32 Direct (Saturday Only)	2.67	139		
41 S	0.88	223		
41 N	0.42	105		
45W	0.75	189		
45E	0.42	105		
51S		-		
51N	2.12	106		
		34,845	37,888	34,700

Total for all Service Lines:				
<i>Sched. Run Time (hrs)</i>	<i>Sched. Layover Time (hrs)</i>	<i>Estimated Service Hours per Published Rider's Guide- June 2016 (Annualized)</i>	<i>Estimated Annual Service Hours per First Transit Fixed Route Agreement</i>	<i>Annual Billed Service Hours</i>
224.00	6	44,497	47,564	44,441

*Estimated that the Monday through Friday routes run 204 days per year and the Monday through Thursday routes run 166 days per year.

May 2, 2017

Mr. Mark Baza
Executive Director
Imperial County Transportation Commission
1405 N. Imperial Ave. Suite 1
El Centro CA, 92243

792 E Ross Ave
El Centro, CA 92243
Tel: 760-482-2900

Re: Response to Fiscal Report Findings IVT Fixed Route

Mr. Baza:

First Transit submits this letter in response to the Fiscal Report findings for The IVT Fixed Route Program you provided Thursday April 20, 2017.

1. Cash Handling Control.

Audit findings:

During the fiscal reporting, the auditors noted that the cash box that was removed from the bus came in open due to the malfunction of a security feature.

Action Plan:

First Transit Imperial Valley handles the gathering of 40-50 cash boxes per day for cash collection purposes. All cash boxes are inspected by the dispatch team before they assign them to a particular bus. If the cash box has any issues, the cash box is placed in the maintenance room so it can be fixed by the mechanics. During the fiscal reporting, the auditor noted that a cash box that was removed from a bus came in open due to the malfunction of a security feature. Usually, this type of issue does not occur because all cash boxes are inspected before they leave the yard. To make the process more secure, First Transit Imperial Valley has added a new policy effective April 21, 2017 (as soon as First Transit was notified of the issue). The new policy will allow the driver along with the dispatcher to check the cash box before placing it inside the farebox. In addition, a road supervisor will be responsible for checking all cash boxes in the morning before the buses go out.

Audit Findings:

During the fiscal reporting, the auditors noted that not all cash boxes were stored in the locked vault prior to the money being counted due to limited space in the vault.

Action Plan:

When First Transit acquired the facility on Ross Rd., the facility was design for half the amount of vehicles and employees. Over the years, First Transit Imperial Valley has doubled in size. The space on Ross Rd. has become an issue because of the limited size. Moreover, the vault room was only designed for a limited amount of cash boxes. To fix the problem, First Transit has adjusted the times when the counting of money takes place. The adjustment of times will create more space for all the cashboxes to fit in one room because the dispatchers will start counting the cash at 7 am instead of 9am. The new process will allow the dispatchers to finish counting the money before 9 am, which is the time when the first bus returns from route in the AM.

2. Spare Parts and Inventory Control

Audit Findings:

During the fiscal reporting the auditors noted that there is no evidence that the local maintenance manager reviews the inventory levels and that there is no documentary evidence of the inventory review process.

Action Plan:

First Transit has several reports on a data base called "Infor" pertaining to inventory levels that are reviewed regularly by the local Maintenance manager, Regional Maintenance manager, Maintenance Director and local General Manager; these reports are available to the client upon request. The Regional maintenance manager, is available 24/7 to all locations and clients for any maintenance issues that need addressing. The Regional maintenance manager reviews inventory at least twice a month at random

times. The inventory reviewed contains information regarding bus parts, tires and fluids. The regional maintenance manager also reviews a DMI report that is created weekly; the DMI report contains inventory balances and usage from all locations. The Regional maintenance manager reviews inventory levels on a 0-6 month, 7-12 month, 1-2 year and any inventory balance that has been in stock for over 2 years. First Transit is always working on keeping inventory levels no older than 6 months on the shelf unless there is contractual obligations to the client.

3. Financial Data Analysis

Audit Findings:

During the fiscal reporting the auditors noted that the daily employee log sheets/ time sheets don't match to the data schedule:

Action Plan:

First Transit acknowledges the slight discrepancies between driver log sheets/ Time sheets vs. data schedule. The fixed route is run on a time schedule. However, due to different conditions on the road such as road closures, construction detours, traffic congestions, bad weather, and other variables, routes can be delayed by a few minutes. On the Fiscal report the auditor notes variances of 2 and 3 minutes. Those variances are due to traffic delays and road closures.

Flavio Vargas
General Manager
First Transit, inc.



**INDEPENDENT ACCOUNTANTS' REPORT
ON APPLYING AGREED-UPON PROCEDURES**

DRAFT COPY 04/14/17

Imperial County Transportation Commission
El Centro, California

We have performed the procedures enumerated below, which were agreed to by management of the Imperial County Transportation Commission (ICTC) solely to assist ICTC in monitoring the fiscal accountability and reporting of First Transit, Inc. (Transit Operator), and its records relating to the IVT-Access transit services for the period ending June 30, 2016. The Transit Operator's management is responsible for its accounting records and reporting requirements. Management of ICTC is responsible for monitoring the accounting records and reporting of the Transit Operator. This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of those parties specified in the report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

The procedures and associated findings are as follows:

1) *Observation of service provided*

Obtain an understanding of the service being provided based on inquiry of management and inspection of the agreement. Perform a walkthrough and obtain supporting documentation regarding the services provided by the operator.

Results: We inquired of the Transit Operator management, inspected the ADA Paratransit Service Agreement (May 2011) and related amendments (#1-2), and inspected the Imperial Valley Transit (IVT) Rider's Guide (June 2016) in order to obtain an understanding of the services being provided. We noted IVT-Access provides curb-to-curb transportation service with wheelchair lifts for mobility disadvantaged persons that have completed a certification and eligibility process. The IVT-Access program operates through an advanced reservation system and covers much of the County of Imperial.

No exceptions were noted as a result of procedures performed.

2) *Cash Handling Control*

Inspect the operator's accounting policies and procedures and interview management and staff in order to obtain an understanding of the operator's internal controls over cash handling during the year ending June 30, 2016. Verify that the procedures provide for adequate safeguards of cash and separation of duties. Perform an observation over cash handling and compare the results of the observation to the policy.

Results: We inquired of the Transit Operator management, inspected the First Transit Operations Manual over cash handling and performed an observation over the cash handling process on January 18, 2017 and noted the following:

The Transit Operator drivers are required to complete the *Driver's Daily Log Sheet* which tracks the number of riders per route and the estimated cash collections. We observed that the driver does not have access to the cash deposited into the cash box within the farebox located on each bus.

Cash boxes are collected and exchanged on a daily basis upon the vehicle's return to the yard. A key is required to release the cash box from the farebox. A separate key is required to access the contents of the cash box. The key to access the cash boxes are located in the Safety Manager's office. Access to the cash box keys is limited to the dispatchers. We observed that the cash boxes are equipped with a security feature in which the cash box is to automatically lock when the cash box is removed from the farebox cabinet. However, upon observation of the removal of one cash box, we observed that the selected cash box being removed was open. The security feature on the cash box selected for testing had malfunctioned. The noted malfunction is an exception to the documented procedures in place.

Per inspection of the Cash Handling policies, cash boxes are to be stored in a locked vault until the cash is counted and picked up by the armored service. We observed that not all cash boxes are stored in the locked vault prior to being counted as there is limited space in the vault, which is an exception to the documented policies. The remaining cash boxes not stored in the vault are stored in the locked cash count room. Access to the vault and cash count room is limited to First Transit dispatchers.

We observed the cash counting process is under video surveillance.

We observed that two dispatchers participate in the emptying of the cash boxes and the counting of cash. The cash counts are logged on the *IVT Access Vault & Farebox LogDay Sheet*, which includes the cash box identification number, bus number, time and date of count, dispatchers present, and the total bill and coin collections. The counted cash is then bagged and labeled with the appropriate deposit information and is picked up for deposit by the third party armored service truck.

A spreadsheet summarizing the monthly cash collections is maintained. On a monthly basis, a Senior Financial Analyst at the Transit Operator's corporate office will reconcile the total balance counted and reported by the dispatchers with the balance deposited per the bank statement.

We noted actual cash collections and the estimated cash collections based on the number of riders over the *Driver's Daily Log Sheet* is subject to fluctuate as the driver cannot provide change for customers and cannot verify payment once the fare is deposited into the farebox.

No other exceptions were noted.

3) *Spare Parts and Inventory Control*

Inspect the operator's accounting policies and procedures and interview management and staff in order to obtain an understanding of the operator's internal controls over the purchasing, safeguarding and use of spare parts and inventory, in the maintenance department. Identify how the maintenance department tracks the use of spare parts and inventory and identify the safeguards that are in place for the maintenance of inventory. Note whether the procedures provide for periodic inventory counts and reconciliation of such counts to the general ledger. Perform an observation over the spare parts and inventory and compare the results of the observation to the policy. Note evidence of pilferage, other losses, or instances of improper usage.

Results: We inquired of the Transit Operator management, inspected the First Transit Inventory Count Policies and Purchase Order Policies and performed an observation over the spare parts and inventory controls on January 18, 2017 and noted the following:

We observed that the purchase of spare parts and inventory is initiated and tracked by the Maintenance Manager. The Maintenance Manager has the authority to purchase any items below \$2,500. Purchases between \$2,500 and \$5,000 must be approved by the General Manager. Any purchases over \$5,000 have to be approved by the Director of Maintenance located at the Transit Operator's corporate office. Spare parts and inventory are stored in a locked gated area that is under 24 hour video surveillance. The key to the locked gate is kept in the maintenance shop. Access to spare parts and inventory after hours is limited to the Maintenance Manager, Operations Managers, Mechanics, and the General Manager. The use of spare parts and inventory is tracked through the use of separate work orders for each project.

Each spare part and inventory item is tracked by the use of a pin or part number. A complete inventory is taken on a quarterly basis. Any variances from expected inventory counts (based on part usage and the work order process) greater than 5% require explanation. The inventory is performed by the Maintenance Manager and is submitted to the Director of Maintenance at the Corporate office for his review and approval. We observed that there is no evidence of the Director of Maintenance review. In addition, we observed there are no up to date policies with regards to the inventory process.

We noted the General Manager performs spot checks every few weeks to ensure inventory levels are appropriate; however, we noted there is no documentary evidence of this review process.

4) *Invoicing Process Control*

Inspect the operator's accounting policies and procedures and interview management and staff in order to obtain an understanding of the operator's internal controls related to the invoicing process. Scan the current year detail for invoices and select a sample of three to test to ensure policy was followed.

Results: We inquired of the Transit Operator management and performed an observation on January 17, 2017 over the invoicing process and noted the following:

The Transit Operator submits an invoice to ICTC on a monthly basis which includes the monthly fixed costs, determined as part of the contractual agreement, the total revenue hours requested for reimbursement and any marketing expenses incurred during the month.

We noted the invoices are prepared by the Operations Manager and then reviewed and approved by the First Transit General Manager. All invoices are prepared based on source documents which include *Driver's Daily Log Sheets, Time Sheets, IVT Access Vault & Farebox LogDay Sheets*, and supporting marketing invoices. The source documents are summarized in an excel file which generates the monthly invoice.

We selected the months of July 2015, January 2016, and June 2016 and observed that the invoices agreed to the summarized excel files and supporting marketing invoices without exception. In addition, on a sample basis, we observed that the monthly excel files agreed to supporting source documents. See details documented at procedure 6 (Financial Data Analysis).

We observed that all monthly invoices for the period ending June 30, 2016 were reviewed and approved by the First Transit General Manager.

No exceptions were noted as a result of procedures performed.

5) *Reporting Process*

Inspect the operator's accounting policies and procedures and interview management and staff in order to obtain an understanding of the operator's internal controls related to the reporting process.

Results: We inquired of the Transit Operator management, inspected the ADA Paratransit Service Agreement (May 2011) and related amendments and performed observations and noted the following:

The Transit Operator is required to submit monthly reports regarding the monthly operations, route statistics, management summary statements, and passenger data. First Transit submits the required reporting information on a monthly basis as part of the monthly invoice process.

We noted the invoices and required reports are prepared by the operations manager and then reviewed and signed off by the General Manager. All reports are prepared based on source documents which include *Driver's Daily Log Sheets, Time Sheets, IVT Access Vault & Farebox LogDay Sheets*, etc. The source documents are summarized in an excel file which generates the monthly reports.

No exceptions were noted as a result of procedures performed.

6) *Financial Data Analysis*

- 6.1 Inspect documents provided by ICTC and the transit operator to verify expenditures and fare revenue amounts reported to ICTC are accurate.
- 6.2 Select a sample of three months of expense reports and compare amounts to supporting documentation.
- 6.3 Select a sample of three months of fuel expenditures and determine whether amounts exceeded the escalators stated in the contract. Note any evidence of loss or improper fuel usage.
- 6.4 Select a sample of three daily fare collection reports in each of a sample of three months and compare to supporting documentation.
- 6.5 Recalculate service hours from published schedules and compare to the contract and to actual hours billed. Inspect supporting documentation on the daily routes and daily operating schedule to determine actual hours versus invoices revenue hours.

Results: We inquired of First Transit management, inspected the First Transit ADA Paratransit Service Agreement (May 2011 and December 2013) and related amendments and inspected the First Transit Rider's Guide (June 2016) and performed observations and noted the following:

- 6.1 We inspected the monthly invoices provided by the transit operator for IVT-Access and noted the invoices provided by the Transit Operator agreed to the invoices received by ICTC. No exceptions were noted.
- 6.2 We selected the months of July 2015, January 2016 and June 2016 and obtained the monthly invoices for IVT-Access. We compared the monthly invoices to the supporting data schedule and marketing invoices. No exceptions were noted.
- 6.3 We inspected the monthly invoices for IVT-Access for the fiscal year ending June 30, 2016 and noted no additional fuel expenditures were incurred outside of the fuel expenditure costs included in the revenue hour rate determined as part of the annual contract. No exceptions were noted.

- 6.4 We selected the months of July 2015, January 2016 and June 2016 and obtained the fare collections by day from the "Farebox Accounting" report included in the monthly reporting packet. We selected 3 days for each month to inspect the daily fares per the source document "Daily Fare Collections Report". We observed that for the samples selected for the months of July 2015, January 2016, and June 2016, the daily fare collections per the "Farebox Accounting" report agreed to the supporting source document, "Daily Fare Collection Reports" without exception. See Exhibit B for details.
- 6.5 We note that IVT-Access provides curb to curb transportation service with wheelchair lifts for mobility disadvantaged persons that have completed a certification and eligibility process and is not a fixed route with published schedules. We noted the revenue hours noted in the monthly invoices are prepared based on the Driver's Daily Log Sheets and the Time Sheets. The Driver's Daily Log Sheets and the Time Sheets should agree; the Time Sheets are to be reviewed and approved by the supervisor on duty. We randomly selected the following IVT-Access Routes and obtained all related Driver's Daily Log Sheets and Time Sheets for a selected date and compared them to the data schedule which supports the monthly invoices. We noted the following:

<u>Route</u>	<u>Date</u>	<u>First Pick-up</u>	<u>Route End</u>	<u>Revenue Hours</u>
300	6/16/2016	6:40:00 AM	2:21:00 PM	6.25
301	6/16/2016	7:46:00 AM	3:06:00 PM	6.00
302	6/16/2016	2:42:00 PM	8:30:00 PM	4.92
303A	6/16/2016	6:30:00 AM	9:34:00 AM	2.83
303B	6/16/2016	12:12:00 PM	4:04:00 PM	3.58
304	6/16/2016	5:55:00 AM	3:10:00 PM	7.83
305A	6/16/2016	6:42:00 AM	9:43:00 AM	2.83
305B	6/16/2016	12:44:00 PM	3:15:00 PM	2.33
306	6/16/2016	6:44:00 AM	11:43:00 AM	4.83
308	6/16/2016	9:01:00 AM	6:26:00 PM	8.17
309	6/16/2016	10:30:00 AM	3:54:00 PM	4.67
Total				54.25
Invoiced to ICTC				53.32
Difference				(0.93)

7) *Budget Development*

Inspect the operator's accounting policies and procedures and interview management and staff in order to obtain an understanding of the operator's methodology related to developing an annual budget.

Results: We inquired of the Transit Operator management and inspected the IVT-Access services budget for the fiscal year ending June 30, 2016 and noted the following:

The budget is developed primarily by the Transit Operator's General Manager who follows the "Preparing Fiscal Year Budget" policies of First Transit, Inc. The budget accounts for the estimated fixed costs, estimated revenue hours, and estimated fare revenues which together do not exceed the agreed upon subsidies in the First Transit ADA Paratransit Service Agreement (May 2011 and December 2013). The estimates are based on prior year's data and changes in route schedules. A separate budget is developed for estimated marketing expenditures.

No exceptions were noted as a result of procedures performed.

We were not engaged to, and did not, conduct an audit, the objective of which would be the expression of an opinion on the accounting records and reporting requirements of the transit operator or its controls. Accordingly, we do not express such opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the Imperial County Transportation Commission audit management and is not intended to be and should not be used by anyone other than those specified parties.

Riverside, California
_____, 2017

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Exhibit A
Procedure #1- Services Provided
Fiscal Year Ending June 30, 2016
(Unaudited)

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IVT-ACCESS ADA Paratransit Service Line						
	A	B	C= (A-B)	D	E	F= (C+E)
Date	Base Cost	Farebox	Net Subsidy	Fuel Escalator	Marketing	Net Cost & Total Paid to First Transit
July 2015	\$ 122,968	\$ 5,665	\$ 117,303	\$ -	\$ 1,505	\$ 118,808
August 2015	123,032	5,526	117,506	-	3,417	120,923
September 2015	124,751	5,963	118,788	-	-	118,788
October 2015	126,897	6,249	120,648	-	-	120,648
November 2015	113,396	4,838	108,558	-	1,172	109,730
December 2015	118,794	5,092	113,702	-	65	113,767
January 2016	114,677	3,780	110,897	-	-	110,897
February 2016	117,872	4,184	113,688	-	1,529	115,217
March 2016	131,874	6,267	125,607	-	-	125,607
April 2016	127,750	6,333	121,417	-	-	121,417
May 2016	132,157	6,258	125,899	-	535	126,434
June 2016	128,853	6,400	122,453	-	8,862	131,315
Total:	<u>\$ 1,483,021</u>	<u>\$ 66,555</u>	<u>\$ 1,416,466</u>	<u>\$ -</u>	<u>\$ 17,085</u>	<u>\$ 1,433,551</u>

Contract Specifications paragraph 8.1.5 For Base Cost and Base Subsidy

\$ 1,661,013	\$ 166,101	\$ 1,494,912
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Over (Under) Contract Requirements

\$ (177,992)	\$ (99,546)	\$ (78,446)
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Operating Costs (A+E)	\$ 1,500,106
Depreciation*	100,479
Adjusted Operating Costs	<u>\$ 1,399,627</u>

Farebox Ratio Actual 5%

Minimum Farebox Ratio Contract 10%

* Obtained from ICTC

Exhibit B
Procedure #6.4- Daily Fare Collections
Fiscal Year Ending June 30, 2016
(Unaudited)

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Date	Daily Fare Collections- Per Monthly Invoice/Reporting	Daily Fare Collection- Per Daily Fare Collection Report
July 2015		
IVT Access		
8	\$ 118.57	\$ 118.57
18	16.00	16.00
25	19.01	19.01
January 2016		
IVT Access		
4	\$ 97.08	\$ 97.08
13	91.92	91.92
30	19.97	19.97
June 2016		
IVT Access		
7	\$ 153.40	\$ 153.40
15	122.70	122.70
22	149.02	149.02

May 2, 2017

Mr. Mark Baza
Executive Director
Imperial County Transportation Commission
1405 N. Imperial Ave. Suite 1
El Centro CA, 92243

792 E Ross Ave
El Centro, CA 92243
Tel: 760-482-2900

Re: Response to Fiscal Report Findings IVT-Access Program

Mr. Baza:

First Transit submits this letter in response to the Fiscal Report findings for The IVT Access Program you provided Thursday April 20, 2017.

1. Cash Handling Control.

Audit findings:

During the fiscal reporting, the auditors noted that the cash box that was removed from the bus came in open due to the malfunction of a security feature.

Action Plan:

First Transit Imperial Valley handles the gathering of 40-50 cash boxes per day for cash collection purposes. All cash boxes are inspected by the dispatch team before they assign them to a particular bus. If the cash box has any issues, the cash box is placed in the maintenance room so it can be fixed by the mechanics. During the fiscal reporting, the auditor noted that a cash box that was removed from a bus came in open due to the malfunction of a security feature. Usually, this type of issue does not occur because all cash boxes are inspected before they leave the yard. To make the process more secure, First Transit Imperial Valley has added a new policy effective April 21, 2017 (as soon as First Transit was notified of the issue). The new policy will allow the driver along with the dispatcher to check the cash box before placing it inside the farebox. In addition, a road supervisor will be responsible for checking all cash boxes in the morning before the buses go out.

Audit Findings:

During the fiscal reporting, the auditors noted that not all cash boxes were stored in the locked vault prior to the money being counted due to limited space in the vault.

Action Plan:

When First Transit acquired the facility on Ross Rd, the facility was design for half the amount of vehicles and employees. Over the years, First Transit Imperial Valley has doubled in size. The space on Ross Rd. has become an issue because of the limited size. Moreover, the vault room was only designed for a limited amount of cash boxes. To fix the problem, First Transit has adjusted the times when the counting of money takes place. The adjustment of times will create more space for all the cashboxes to fit in one room because the dispatchers will start counting the cash at 7 am instead of 9am. The new process will allow the dispatchers to finish counting the money before 9 am, which is the time when the first bus returns from route in the AM.

2. Spare Parts and Inventory Control

Audit Findings:

During the fiscal reporting the auditors noted that there is no evidence that the local maintenance manager reviews the inventory levels and that there is no documentary evidence of the inventory review process.

Action Plan:

First Transit has several reports on a data base called "Infor" pertaining to inventory levels that are reviewed regularly by the local Maintenance manager, Regional Maintenance manager, Maintenance Director and local General Manager; these reports are available to the client upon request. The Regional maintenance manager, is available 24/7 to all locations and clients for any maintenance issues that need addressing. The Regional maintenance

manager reviews inventory at least twice a month at random times. The inventory reviewed contains information regarding bus parts, tires and fluids. The regional maintenance manager also reviews a DMI report that is created weekly; the DMI report contains inventory balances and usage from all locations. The Regional maintenance manager reviews inventory levels on a 0-6 month, 7-12 month, 1-2 year and any inventory balance that has been in stock for over 2 years. First Transit is always working on keeping inventory levels no older than 6 months on the shelf unless there is contractual obligations to the client.

3. Financial Data Analysis; (Question 6.5)

Audit Findings:

During the fiscal reporting, the auditors noted that the revenue hours noted in the monthly invoices are prepared based on the Driver Daily Log Sheets and the time sheets. The Driver's log sheets and the Time Sheets should match the monthly invoicing prepared to ICTC. However, the auditors noticed a slight decimal difference on the invoicing prepared in the month of June 2016.

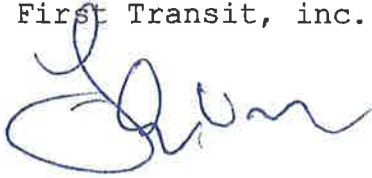
Action Plan:

First Transit acknowledges the slight decimal discrepancies on the revenue hours that was invoiced to ICTC. On the IVT Access invoice for June 16, 2016, First Transit under charged ICTC by (0.93) cents. The reason for the discrepancies is due to the bad reception that exist in Imperial Valley. All IVT Access buses are equipped with tablets. The tablets are used to record data and track trip information. However, the tablets don't work in areas with bad reception. When the tablets don't work, the trip sheets are entered manually into the system and some of the information is not as accurate. Finally, the system calculations that the auditors used to add up the revenue

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hours might be slightly different from the system
calculations that are used in our Excel data base.

Flavio Vargas
General Manager
First Transit, inc.



**INDEPENDENT ACCOUNTANTS' REPORT
ON APPLYING AGREED-UPON PROCEDURES**

Imperial County Transportation Commission
El Centro, California

We have performed the procedures enumerated below, which were agreed to by management of the Imperial County Transportation Commission (ICTC) solely to assist ICTC in monitoring the fiscal accountability and reporting of First Transit, Inc. (Transit Operator), and its records relating to the IVT-Ride transit services for the period ending June 30, 2016. The Transit Operator's management is responsible for its accounting records and reporting requirements. Management of ICTC is responsible for monitoring the accounting records and reporting of the Transit Operator. This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of those parties specified in the report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

The procedures and associated findings are as follows:

1) *Observation of service provided*

Obtain an understanding of the service being provided based on inquiry of management and inspection of the agreement. Perform a walkthrough and obtain supporting documentation regarding the services provided by the operator.

Results: We inquired of the Transit Operator management, inspected the First Transit Agreement for Paratransit Services (September 2014 and April 2016), and inspected the IVT-Ride published brochure in order to obtain an understanding of the services being provided. We noted IVT-Ride provides dial-a-ride services for seniors and persons with disabilities. The IVT-Ride program operates upon request and services the cities of Brawley, Calexico, El Centro, Imperial, and West Shores.

No exceptions were noted as a result of procedures performed.

2) *Cash Handling Control*

Inspect the operator's accounting policies and procedures and interview management and staff in order to obtain an understanding of the operator's internal controls over cash handling during the year ending June 30, 2016. Verify that the procedures provide for adequate safeguards of cash and separation of duties. Perform an observation over cash handling and compare the results of the observation to the policy.

Results: We inquired of the Transit Operator management, inspected the First Transit Operations Manual over cash handling and performed an observation over the cash handling process on January 18, 2017 and noted the following:

The Transit Operator drivers are required to complete the *Driver's Daily Log Sheet* which tracks the number of riders per route and the estimated cash collections. We observed that the driver does not have access to the cash deposited into the cash box within the farebox located on each bus.

Cash boxes are collected and exchanged on a daily basis upon the vehicle's return to the yard. A key is required to release the cash box from the farebox. A separate key is required to access the contents of the cash box. The key to access the cash boxes are located in the Safety Manager's office. Access to the cash box keys is limited to the dispatchers. We observed that the cash boxes are equipped with a security feature in which the cash box is to automatically lock when the cash box is removed from the farebox cabinet. However, upon observation of the removal of one cash box, we observed that the selected cash box being removed was open. The security feature on the cash box selected for testing had malfunctioned. The noted malfunction is an exception to the documented procedures in place.

Per inspection of the Cash Handling policies, cash boxes are to be stored in a locked vault until the cash is counted and picked up by the armored service. We observed that not all cash boxes are stored in the locked vault prior to being counted as there is limited space in the vault, which is an exception to the documented policies. The remaining cash boxes not stored in the vault are stored in the locked cash count room. Access to the vault and cash count room is limited to First Transit dispatchers.

We observed the cash counting process is under video surveillance.

We observed that two dispatchers participate in the emptying of the cash boxes and the counting of cash. The cash counts are logged on the *IVT Ride Vault & Farebox LogDay* Sheet, which includes the cash box identification number, bus number, time and date of count, dispatchers present, and the total bill and coin collections. The counted cash is then bagged and labeled with the appropriate deposit information and is picked up for deposit by the third party armored service truck.

A spreadsheet summarizing the monthly cash collections is maintained. On a monthly basis, a Senior Financial Analyst at the Transit Operator's corporate office will reconcile the total balance counted and reported by the dispatchers with the balance deposited per the bank statement.

We noted actual cash collections and the estimated cash collections based on the number of riders over the *Driver's Daily Log Sheet* is subject to fluctuate as the driver cannot provide change for customers and cannot verify payment once the fare is deposited into the farebox.

No other exceptions were noted.

3) *Spare Parts and Inventory Control*

Inspect the operator's accounting policies and procedures and interview management and staff in order to obtain an understanding of the operator's internal controls over the purchasing, safeguarding and use of spare parts and inventory, in the maintenance department. Identify how the maintenance department tracks the use of spare parts and inventory and identify the safeguards that are in place for the maintenance of inventory. Note whether the procedures provide for periodic inventory counts and reconciliation of such counts to the general ledger. Perform an observation over the spare parts and inventory and compare the results of the observation to the policy. Note evidence of pilferage, other losses, or instances of improper usage.

Results: We inquired of the Transit Operator management, inspected the First Transit Inventory Count Policies and Purchase Order Policies and performed an observation over the spare parts and inventory controls on January 18, 2017 and noted the following:

We observed that the purchase of spare parts and inventory is initiated and tracked by the Maintenance Manager. The Maintenance Manager has the authority to purchase any items below \$2,500. Purchases between \$2,500 and \$5,000 must be approved by the General Manager. Any purchases over \$5,000 have to be approved by the Director of Maintenance located at the Transit Operator's corporate office. Spare parts and inventory are stored in a locked gated area that is under 24 hour video surveillance. The key to the locked gate is kept in the maintenance shop. Access to spare parts and inventory after hours is limited to the Maintenance Manager, Operations Managers, Mechanics, and the General Manager. The use of spare parts and inventory is tracked through the use of separate work orders for each project.

Each spare part and inventory item is tracked by the use of a pin or part number. A complete inventory is taken on a quarterly basis. Any variances from expected inventory counts (based on part usage and the work order process) greater than 5% require explanation. The inventory is performed by the Maintenance Manager and is submitted to the Director of Maintenance at the Corporate office for his review and approval. We observed that there is no evidence of the Director of Maintenance review. In addition, we observed there are no up to date policies with regards to the inventory process.

We noted the General Manager performs spot checks every few weeks to ensure inventory levels are appropriate; however, we noted there is no documentary evidence of this review process.

4) *Invoicing Process Control*

Inspect the operator's accounting policies and procedures and interview management and staff in order to obtain an understanding of the operator's internal controls related to the invoicing process. Scan the current year detail for invoices and select a sample of three to test to ensure policy was followed.

Results: We inquired of the Transit Operator management and performed an observation on January 17, 2017 over the invoicing process and noted the following:

The Transit Operator submits an invoice to ICTC on a monthly basis which includes the monthly fixed costs, determined as part of the contractual agreement, the total revenue hours requested for reimbursement and any marketing expenses incurred during the month.

We noted the invoices are prepared by the IVT-Ride Operations Manager and then reviewed and approved by the Transit Operator's General Manager. All invoices are prepared based on source documents which include *Driver's Daily Log Sheets, Time Sheets, IVT Ride Vault & Farebox LogDay Sheets*, and supporting marketing invoices. The source documents are summarized in an excel file which generates the monthly invoice.

We selected the months of July 2015, January 2016, and June 2016 and observed that the invoices agreed to the summarized excel files and supporting marketing invoices without exception. In addition, on a sample basis, we observed that the monthly excel files agreed to supporting source documents. See details documented at procedure 6 (Financial Data Analysis).

We observed that all monthly invoices for the period ending June 30, 2016 were reviewed and approved by the First Transit General Manager.

No exceptions were noted as a result of procedures performed.

5) *Reporting Process*

Inspect the operator's accounting policies and procedures and interview management and staff in order to obtain an understanding of the operator's internal controls related to the reporting process.

Results: We inquired of the Transit Operator management, inspected the First Transit Paratransit Service Agreement (September 2014 and April 2016), and performed observations and noted the following:

The Transit Operator is required to submit monthly reports regarding the monthly operations, route statistics, management summary statements, and passenger data. First Transit submits the required reporting information on a monthly basis as part of the monthly invoice process.

We noted the invoices and required reports are prepared by the IVT- Ride Operations Manager and then reviewed and signed off by the General Manager. All reports are prepared based on source documents which include *Driver's Daily Log Sheets, Time Sheets, IVT Ride Vault & Farebox LogDay Sheets*, etc. The source documents are summarized in an excel file which generates the monthly reports.

No exceptions were noted as a result of procedures performed.

6) *Financial Data Analysis*

- 6.1 Inspect documents provided by ICTC and the transit operator to verify expenditures and fare revenue amounts reported to ICTC are accurate.
- 6.2 Select a sample of three months of expense reports and compare amounts to supporting documentation.
- 6.3 Select a sample of three months of fuel expenditures and determine whether amounts exceeded the escalators stated in the contract. Note any evidence of loss or improper fuel usage.
- 6.4 Select a sample of three daily fare collection reports in each of a sample of three months and compare to supporting documentation.
- 6.5 Recalculate service hours from published schedules and compare to the contract and to actual hours billed. Inspect supporting documentation on the daily routes and daily operating schedule to determine actual hours versus invoices revenue hours.

Results: We inquired of First Transit management, inspected the First Transit Paratransit Service Agreement (September 2014 and April 2016) and related amendments and inspected the IVT-Ride published brochure and performed observations and noted the following:

- 6.1 We inspected the monthly invoices provided by the Transit Operator for IVT-Ride Brawley, IVT-Ride Calexico, IVT-Ride Imperial, and IVT-Ride West Shores service lines and noted the invoices provided by the Transit Operator agreed to the invoices received by ICTC. No exceptions were noted.
- 6.2 We selected the months of July 2015, January 2016 and June 2016 and obtained the monthly invoices for IVT-Ride Brawley, IVT-Ride Calexico, IVT-Ride Imperial, and IVT-Ride West Shores service lines. We compared the monthly invoices to the supporting data schedule and marketing invoices. No exceptions were noted.
- 6.3 We inspected the monthly invoices for IVT-Ride Brawley, IVT-Ride Calexico, IVT-Ride Imperial, and IVT-Ride West Shores service lines for the fiscal year ending June 30, 2016 and noted no additional fuel expenditures were incurred outside of the fuel expenditure costs included in the revenue hour rate determined as part of the annual contract. No exceptions were noted.

- 6.4 We selected the months of July 2015, January 2016 and June 2016 and obtained the fare collections by day from the "Farebox Accounting" report included in the monthly reporting packet. We selected 3 days for each month to inspect the daily fares per the source document "Daily Fare Collections Report". We observed that for the samples selected for the months of July 2015, January 2016, and June 2016, the daily fare collections per the "Farebox Accounting" report agreed to the supporting source document, "Daily Fare Collection Reports" without exception. See Exhibit B for details.
- 6.5 We note that IVT-Ride provides curb to curb transportation services upon advance reservations and operates upon request by eligible persons. We noted the revenue hours noted in the monthly invoices are prepared based on the Driver's Daily Log Sheets and the Time Sheets. The Driver's Daily Log Sheets and the Time Sheets should agree; the Time Sheets are to be reviewed and approved by the supervisor on duty. We randomly selected the following IVT-Ride Routes and obtained all related Driver's Daily Log Sheets and Time Sheets for a selected date and compared them to the data schedule which supports the monthly invoices. We excluded hours for breaks and lunch to estimate the revenue hours that would be reported for the selected day. We noted the following:

<u>Route</u>	<u>Date</u>	<u>First Pick-up</u>	<u>Route End</u>	<u>Revenue Hours</u>
Brawley 1	6/16/2016	7:09:00 AM	5:14:00 PM	8.67
Brawley 2	6/16/2016	10:00:00 AM	6:00:00 PM	6.67
			Total	15.33
			Invoiced to ICTC	14.99
			Difference	(0.34)
Calexico 1	6/16/2016	7:10:00 AM	5:15:00 PM	8.67
Calexico 2	6/16/2016	7:16:00 AM	5:15:00 PM	8.67
Calexico 3	6/16/2016	7:32:00 AM	3:20:00 PM	6.42
			Total	23.75
			Invoiced to ICTC	23.07
			Difference	(0.68)
Imperial	6/16/2016	7:00:00 AM	5:32:00 PM	8.67
			Invoiced to ICTC	8.80
			Difference	0.13
Westshores	6/16/2016	9:52:00 AM	5:45:00 PM	5.17
			Invoiced to ICTC	5.88
			Difference	0.71

7) *Budget Development*

Inspect the operator's accounting policies and procedures and interview management and staff in order to obtain an understanding of the operator's methodology related to developing an annual budget.

Results: We inquired of the Transit Operator management and inspected the IVT-Ride services budgets for the fiscal year ending June 30, 2016 and noted the following:

The budget is developed primarily by the Transit Operator's General Manager who follows the "Preparing Fiscal Year Budget" policies of First Transit, Inc. The budget accounts for the estimated fixed costs, estimated revenue hours, and estimated fare revenues which together do not exceed the agreed upon subsidies in the First Transit Paratransit Service Agreements (September 2014 and April 2016). The estimates are based on prior year's data and changes in route schedules. A separate budget is developed for estimated marketing expenditures.

No exceptions were noted as a result of procedures performed.
We were not engaged to, and did not, conduct an audit, the objective of which would be the expression of an opinion on the accounting records and reporting requirements of the transit operator or its controls. Accordingly, we do not express such opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the Imperial County Transportation Commission audit management and is not intended to be and should not be used by anyone other than those specified parties.

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Riverside, California
_____, 2017

Exhibit A
Procedure #1- Services Provided
Fiscal Year Ending June 30, 2016
(Unaudited)

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All IVT-Ride Combined Services						
	A	B	C= (A-B)	D	E	F= (C+E)
Date	Base Cost	Farebox	Net Subsidy	Fuel Escalator	Marketing	Net Cost & Total Paid to First Transit
July 2015	\$ 71,778	\$ 4,707	\$ 67,071	\$ -	\$ -	\$ 67,071
August 2015	69,015	4,491	64,524	-	1,540	66,064
September 2015	67,109	4,566	62,543	-	-	62,543
October 2015	69,208	4,710	64,498	-	-	64,498
November 2015	62,249	3,721	58,528	-	8,899	67,427
December 2015	67,301	3,832	63,469	-	96	63,565
January 2016	64,155	3,530	60,625	-	304	60,929
February 2016	64,772	3,754	61,018	-	1,528	62,546
March 2016	70,465	4,275	66,190	-	-	66,190
April 2016	68,928	3,835	65,093	-	-	65,093
May 2016	71,535	4,056	67,479	-	-	67,479
June 2016	73,673	3,935	69,738	-	-	69,738
Total:	<u>\$ 820,188</u>	<u>\$ 49,412</u>	<u>\$ 770,776</u>	<u>\$ -</u>	<u>\$ 12,367</u>	<u>\$ 783,143</u>

Combined Contract Specifications For Base Cost and Base Subsidy

	<u>\$ 963,011</u>	<u>\$ 92,692</u>	<u>\$ 870,319</u>
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Over (Under) Contract Requirements

	<u>\$ (142,823)</u>	<u>\$ (43,280)</u>	<u>\$ (99,543)</u>
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Operating Costs (A+E)	\$ 832,555
Depreciation*	90,844
Adjusted Operating Costs	<u>\$ 741,711</u>

Farebox Ratio Actual 7%

* Obtained from ICTC

Exhibit A
 Procedure #1- Services Provided
 Fiscal Year Ending June 30, 2016
 (Unaudited)

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IVT Ride Brawley Service Line						
	A	B	C= (A-B)	D	E	F= (C+E)
Date	Base Cost	Farebox	Net Subsidy	Fuel Escalator	Marketing	Net Cost & Total Paid to First Transit
July 2015	\$ 18,500	\$ 1,297	\$ 17,203	\$ -	\$ -	\$ 17,203
August 2015	18,079	1,240	16,839	-	385	17,224
September 2015	18,250	1,353	16,897	-	-	16,897
October 2015	18,931	1,386	17,545	-	-	17,545
November 2015	16,426	1,108	15,318	-	1,780	17,098
December 2015	18,259	1,145	17,114	-	14	17,128
January 2016	17,388	1,000	16,388	-	76	16,464
February 2016	17,695	1,030	16,665	-	382	17,047
March 2016	19,469	1,243	18,226	-	-	18,226
April 2016	19,549	1,109	18,440	-	-	18,440
May 2016	20,345	1,240	19,105	-	-	19,105
June 2016	21,045	1,174	19,871	-	-	19,871
Total:	<u>\$ 223,936</u>	<u>\$ 14,325</u>	<u>\$ 209,611</u>	<u>\$ -</u>	<u>\$ 2,637</u>	<u>\$ 212,248</u>
Contract Specifications paragraph 8.1.1.2 For Base Cost and Base Subsidy						
	<u>\$ 287,779</u>	<u>\$ 28,778</u>	<u>\$ 259,001</u>			
Over (Under) Contract Requirements						
	<u>\$ (63,843)</u>	<u>\$ (14,453)</u>	<u>\$ (49,390)</u>			
Operating Costs (A+E)						
		\$ 226,573				
		Depreciation*	20,894			
		Adjusted Operating Costs	<u>\$ 205,679</u>			
		Farebox Ratio Actual	7%			
		Minimum Farebox Ratio Contract	10%			

* Obtained from ICTC

Exhibit A
Procedure #1- Services Provided
Fiscal Year Ending June 30, 2016
(Unaudited)

DRAFT COPY 04/14/17

IVT Ride Calexico Service Line						
	A	B	C= (A-B)	D	E	F= (C+E)
Date	Base Cost	Farebox	Net Subsidy	Fuel Escalator	Marketing	Net Cost & Total Paid to First Transit
July 2015	\$ 34,087	\$ 2,511	\$ 31,576	\$ -	\$ -	\$ 31,576
August 2015	31,760	2,348	29,412	-	385	29,797
September 2015	29,747	2,374	27,373	-	-	27,373
October 2015	30,955	2,291	28,664	-	-	28,664
November 2015	28,459	1,890	26,569	-	3,559	30,128
December 2015	30,180	1,933	28,247	-	66	28,313
January 2016	28,558	1,788	26,770	-	76	26,846
February 2016	28,800	1,984	26,816	-	382	27,198
March 2016	31,946	2,187	29,759	-	-	29,759
April 2016	30,779	1,978	28,801	-	-	28,801
May 2016	31,728	2,001	29,727	-	-	29,727
June 2016	32,789	2,023	30,766	-	-	30,766
Total:	\$ 369,788	\$ 25,308	\$ 344,480	\$ -	\$ 4,468	\$ 348,948

Contract Specifications paragraph 8.1.2.2 For Base Cost and Base Subsidy

	\$ 405,205	\$ 40,521	\$ 364,685
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Over (Under) Contract Requirements

	\$ (35,417)	\$ (15,213)	\$ (20,205)
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Operating Costs (A+E)	\$ 374,256
Depreciation*	45,422
Adjusted Operating Costs	\$ 328,834

Farebox Ratio Actual 8%

Minimum Farebox Ratio Contract 10%

* Obtained from ICTC

Exhibit A
 Procedure #1- Services Provided
 Fiscal Year Ending June 30, 2016
 (Unaudited)

DRAFT COPY 04/14/17

IVT Ride Imperial Service Line						
	A	B	C= (A-B)	D	E	F= (C+D+E)
Date	Base Cost	Farebox	Net Subsidy	Fuel Escalator	Marketing	Net Cost & Total Paid to First Transit
July 2015	\$ 14,281	\$ 718	\$ 13,563	\$ -	\$ -	\$ 13,563
August 2015	14,285	732	13,553	-	385	13,938
September 2015	14,027	675	13,352	-	-	13,352
October 2015	14,516	825	13,691	-	-	13,691
November 2015	13,265	644	12,621	-	1,780	14,401
December 2015	13,935	644	13,291	-	12	13,303
January 2016	13,621	672	12,949	-	76	13,025
February 2016	13,734	661	13,073	-	382	13,455
March 2016	14,191	709	13,482	-	-	13,482
April 2016	14,082	661	13,421	-	-	13,421
May 2016	14,747	741	14,006	-	-	14,006
June 2016	15,083	655	14,428	-	-	14,428
Total:	\$ 169,767	\$ 8,337	\$ 161,430	\$ -	\$ 2,635	\$ 164,065

Contract Specifications paragraph 8.1.3.2 For Base Cost and Base Subsidy	\$ 197,849	\$ 19,785	\$ 178,064
Over (Under) Contract Requirements	\$ (28,082)	\$ (11,448)	\$ (16,634)

Operating Costs (A+E)	\$ 172,402
Depreciation*	19,986
Adjusted Operating Costs	\$ 152,416

Farebox Ratio Actual 5%

Minimum Farebox Ratio Contract 10%

* Obtained from ICTC

Exhibit A
 Procedure #1- Services Provided
 Fiscal Year Ending June 30, 2016
 (Unaudited)

DRAFT COPY 04/14/17

IVT Ride West Shores Service Line							
	A	B	C= (A-B)	D	E	F= (C+E)	
Date	Base Cost	Farebox	Net Subsidy	Fuel Escalator	Marketing	Net Cost & Total Paid to First Transit	
July 2015	\$ 4,910	\$ 181	\$ 4,729	\$ -	\$ -	\$ 4,729	
August 2015	4,891	171	4,720	-	385	5,105	
September 2015	5,085	164	4,921	-	-	4,921	
October 2015	4,806	208	4,598	-	-	4,598	
November 2015	4,099	79	4,020	-	1,780	5,800	
December 2015	4,927	110	4,817	-	4	4,821	
January 2016	4,588	70	4,518	-	76	4,594	
February 2016	4,543	79	4,464	-	382	4,846	
March 2016	4,859	136	4,723	-	-	4,723	
April 2016	4,518	87	4,431	-	-	4,431	
May 2016	4,715	74	4,641	-	-	4,641	
June 2016	4,756	83	4,673	-	-	4,673	
Total:	<u>\$ 56,697</u>	<u>\$ 1,442</u>	<u>\$ 55,255</u>	<u>\$ -</u>	<u>\$ 2,627</u>	<u>\$ 57,882</u>	

Contract Specifications paragraph 8.1.4.2 For Base Cost and Base Subsidy

\$ 72,178	\$ 3,609	\$ 68,569
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Over (Under) Contract Requirements

\$ (15,481)	\$ (2,167)	\$ (13,314)
-------------	------------	-------------

Operating Costs (A+E)	\$ 59,324
Depreciation*	4,542
Adjusted Operating Costs	<u>\$ 54,782</u>

Farebox Ratio Actual 3%

Minimum Farebox Ratio Contract 5%

* Obtained from ICTC

Exhibit B
 Procedure #6.4- Daily Fare Collections
 Fiscal Year Ending June 30, 2016
 (Unaudited)

DRAFT COPY 04/14/17

Date	Daily Fare Collections - Per Monthly Invoice/Reporting	Daily Fare Collections - Per Daily Fare Collection Report
July 2015		
Brawley		
1	\$ 9.00	\$ 9.00
9	11.50	11.50
11	15.00	15.00
Calexico		
6	74.53	74.53
12	30.75	30.75
21	86.05	86.05
Imperial		
3	15.85	15.85
15	10.50	10.50
22	16.50	16.50
Westshores		
7	23.00	23.00
14	15.00	15.00
28	16.00	16.00
January 2016		
Brawley		
6	\$ 7.70	\$ 7.70
16	9.00	9.00
23	10.60	10.60
Calexico		
5	56.00	56.00
12	77.05	77.05
26	78.50	78.50
Imperial		
4	14.48	14.48
16	28.15	28.15
30	27.00	27.00
Westshores		
5	5.00	5.00
12	13.50	13.50
26	9.00	9.00
June 2016		
Brawley		
4	\$ 13.10	\$ 13.10
15	16.50	16.50
22	2.75	2.75
Calexico		
1	77.00	77.00
16	76.00	76.00
23	64.00	64.00
Imperial		
2	13.75	13.75
8	19.80	19.80
28	11.00	11.00
Westshores		
7	10.00	10.00
14	7.00	7.00
23	4.00	4.00

May 2, 2017

Mr. Mark Baza
Executive Director
Imperial County Transportation Commission
1405 N. Imperial Ave. Suite 1
El Centro CA, 92243

792 E Ross Ave
El Centro, CA 92243
Tel: 760-482-2900

Re: Response to Fiscal Report Findings IVT-Ride Program

Mr. Baza:

First Transit submits this letter in response to the Fiscal Report findings for The IVT Ride Program you provided Thursday April 20, 2017.

1. Cash Handling Control.

Audit findings:

During the fiscal reporting, the auditors noted that the cash box that was removed from the bus came in open due to the malfunction of a security feature.

Action Plan:

First Transit Imperial Valley handles the gathering of 40-50 cash boxes per day for cash collection purposes. All cash boxes are inspected by the dispatch team before they assign them to a particular bus. If the cash box has any issues, the cash box is placed in the maintenance room so it can be fixed by the mechanics. During the fiscal reporting, the auditor noted that a cash box that was removed from a bus came in open due to the malfunction of a security feature. Usually, this type of issue does not occur because all cash boxes are inspected before they leave the yard. To make the process more secure, First Transit Imperial Valley has added a new policy effective April 21, 2017 (as soon as First Transit was notified of the issue). The new policy will allow the driver along with the dispatcher to check the cash box before placing it inside the farebox. In addition, a road

supervisor will be responsible for checking all cash boxes in the morning before the buses go out.

Audit Findings:

During the fiscal reporting, the auditors noted that not all cash boxes were stored in the locked vault prior to the money being counted due to limited space in the vault.

Action Plan:

When First Transit acquired the facility on Ross Rd., the facility was design for half the amount of vehicles and employees. Over the years, First Transit Imperial Valley has doubled in size. The space on Ross Rd. has become an issue because of the limited size. Moreover, the vault room was only designed for a limited amount of cash boxes. To fix the problem, First Transit has adjusted the times when the counting of money takes place. The adjustment of times will create more space for all the cashboxes to fit in one room because the dispatchers will start counting the cash at 7 am instead of 9am. The new process will allow the dispatchers to finish counting the money before 9 am, which is the time when the first bus returns from route in the AM.

2. Spare Parts and Inventory Control

Audit Findings:

During the fiscal reporting the auditors noted that there is no evidence that the local maintenance manager reviews the inventory levels and that there is no documentary evidence of the inventory review process.

Action Plan:

First Transit has several reports on a data base called "Infor" pertaining to inventory levels that are reviewed regularly by the local Maintenance manager, Regional Maintenance manager, Maintenance Director and local General Manager; these reports are available to the client upon request. The Regional maintenance manager, is available 24/7 to all locations and clients for any maintenance issues that need addressing. The Regional maintenance manager reviews inventory at least twice a month at random times. The inventory reviewed contains information regarding bus parts, tires and fluids. The regional maintenance manager also reviews a DMI report that is created weekly; the DMI report contains inventory balances and usage from all locations. The Regional maintenance manager reviews inventory levels on a 0-6 month, 7-12 month, 1-2 year and any inventory balance that has been in stock for over 2 years. First Transit is always working on keeping inventory levels no older than 6 months on the shelf unless there is contractual obligations to the client.

3. Financial Data Analysis; (Question 6.5)

Audit Findings:

During the fiscal reporting, the auditors noted that the revenue hours noted in the monthly invoices are prepared based on the Driver Daily Log Sheets and the time sheets. The Driver's log sheets and the Time Sheets should match the monthly invoicing prepared to ICTC. However, the auditors noticed a slight decimal difference on the invoicing prepared in the month of June 2016.

Action Plan:

First Transit acknowledges the slight decimal discrepancies on the revenue hours that was invoiced to ICTC. On the Brawley route, First transit under charged ICTC by (0.34) cents; on the Calexico route, First Transit under charged ICTC by (0.68) cents. On the Imperial route, First Transit over charged ICTC by 0.13 cents and 0.71 cents on the Westshore route. The reason for the discrepancies is due to the bad reception that exist in Imperial Valley. All IVT ride buses are equipped with tablets. The tablets are used to record data and track trip information. However, the tablets don't work in areas with bad reception. When the tablets don't work, the trip sheets are entered manually into the system and some of the information is not as accurate. Finally, the system calculations that the auditors used to add up the revenue hours might be slightly different from the system calculations that are used in our Excel data base.

Flavio Vargas
General Manager
First Transit, inc.



VIII. ACTION CALENDAR

B. IMPERIAL VALLEY TRANSIT (IVT)- FIXED ROUTE TRANSIT SERVICES OPERATING AGREEMENT, AMEND- MENT #8 FISCAL YEAR 2017-2019



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

May 17, 2017

Maria Nava-Froelich, Chairperson
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, Amendment #8 Fiscal Year 2017-2019**

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 service 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. buses equipped with ramps or wheel chair lifts. The original contract was for a five-year period with a three year extension; from FY 2016-17 through FY 2018-19. The following is a summary of past service adjustments and contract modifications.

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 modified in June 2014 in order to revise (reduce) the cost and subsidy amounts due to a reduction in pricing, due to the addition of 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. In June 2017, ICTC will take delivery of a further final seven (7) vehicles and then own the entire fleet.

On July 27, 2016, the Commission approved a contract extension for the final three (3) year period allowed in the eight (8) year contract. At the conclusion of the three (3) year period, ICTC will be required to conduct a competitive bid for the IVT services for another multi year period. This was due to the fact that First Transit, Inc. has been responsive to all of the Commission’s requests, and continues to provide a high quality and valuable service to the community. This contract and the other service contracts employ approximately 104 people who live and work in Imperial Valley with their families.

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

Recently, First Transit, Inc. has brought to staff's attention that the total revenue service hours calculation for their pricing estimate for the 7th amendment was understated by approximately 4,000 hours. Staff have since confirmed through the annual CPA prepared "Transit Operator Fiscal Review" report and subsequent quarterly management reports that the revenue service hours were understated. As a result, a contract amendment #8 has been created with an adjustment in subsidy for the three year period. The requested increase is an approximate 10% increase in cost, less the 17% farebox collection requirement. The resulting payment is the subsidy which is also approximately a 10% increase.

	<u>Amend #7 cost / subsidy</u>	<u>Amend #8 cost / subsidy</u>	<u>Result</u>
FY 2016-17	\$3,133,253 / \$2,600,599	\$3,421,091 / \$2,839,505	10% / 9%
FY 2017-18	\$3,225,406 / \$2,677,086	\$3,521,749 / \$2,923,051	10% / 10%
FY 2018-19	\$3,305,982 / \$2,743,965	\$3,609,234 / \$2,995,664	10% / 10%

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 May 10, 2017 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 #8 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 \$2,839,505.
 - b. For the period July 1, 2017 through June 30, 2018, the annual not to exceed subsidy is set at \$2,923,051.
 - c. For the period July 1, 2018 through June 30, 2019, the annual not to exceed subsidy is set at \$2,995,664.

Sincerely,

MARK BAZA
Executive Director

BY: 

Kathi Williams
Senior Transit Planner

MB/ksw/cl

First Transit, Inc.
 West Region Office
 7581 Willow Drive, Suite 103
 Tempe, Arizona 85283
 Office: (480) 456-5600
 Fax: (480) 456-5603



02/03/2017

Mark Baza
 Executive Director
 Imperial County Transportation Commission
 1405 North Imperial Ave., Suite 1
 El Centro, Ca. 92243

Dear Mark Baza

This letter is to notify ICTC of a discrepancy in our pricing model. During a review of the contract hours and rates during our internal FY18 budget analysis, we detected an error in the provided extension pricing. Specifically, the error is in the fixed route revenue hours First Transit placed in its pricing module. We calculated the final cost each FY for the Fixed Route service operating 30,600 hours when the actual current operating hours for Fixed services requires 34,600 hours, which is consistent with our operating hours for the last 2 full fiscal years (FY15 and FY16). In other words, our price page is short 4000 additional hours in each of the three years. The years affected are FY17, FY18, and FY19. The table below details the cost of the additional 4000 hours:

Year	Hours	rate	Total
FY17 (July 2016-June 2017)	4000	71.96	287840
FY18 (July 2017-June 2018)	4000	74.09	296360
FY 19 (July 2018-June 2019)	4000	75.81	303240
Total			\$887,440

-17% have box
 238907
 245978
 251689
 736574

Ultimately, 34,600 hours are required to run the core operation of the fixed route system. Therefore, without the additional 4000 hours, service would be compromised. We will continue to look for other options that will produce efficiencies without compromising the day to day operation. We are also open to discussing other solutions to correct this oversight.

Please don't hesitate to reach to us if you have a question or comments regarding this item.

Best Regards

J. Lopez
 Juan Antonio Lopez
 Regional Vice President
 First Transit, Inc.

1 **EIGHTH AMENDMENT TO AGREEMENT**

2
3 This Eighth Amendment to Agreement for fixed-route transit services (“Amendment”), made and
4 entered into effective this _____, 2017 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**, ICTC entered into that certain Seventh Amendment to Agreement dated July 27,
23 2016, hereinafter the “SEVENTH AMENDMENT”, and attached hereto as **Exhibit “8”**; and

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

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

28 **WHEREAS**, the Parties agree to make such modifications.

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

3 1. Paragraph 6.1.2 of the Agreement is hereby deleted and a new Paragraph 6.1.2 is added to read
4 as follows:

5 **6.1.2** “SERVICE HOURS

6 Subsidized service is to be provided daily, Monday through Sunday.

7 ESTIMATED SERVICE ALLOCATION TABLE (see service schedule)

8 Monday through Friday 6:00 a.m. to 12:30 a.m.

9 Total Annual Weekdays = 252 weekdays

10 Estimated Annual Hours = 30,388 hours

11 Saturday 6:00 a.m. to 6:00 p.m.

12 Total Annual days = 52 days

13 Estimated Annual Hours = 3,250 hours

14 Sunday 6:00 a.m. to 6:00 p.m.

15 Total Annual days = 52 days

16 Estimated Annual Hours = 962 hours”

17 2. Paragraphs 8.1.1 and 8.1.2 of the Agreement are hereby deleted and new Paragraphs 8.1.1 and
18 8.1.2 are added to read as follows:

19 **8.1.1.** “Compensation for services provided for under the Scope of Work: “Imperial Valley
20 Transit Fixed-Route Bus Services Scope of Work FY 2016-17 through FY 2018-
21 2019” shall be as follows:

22 **8.1.1.1.**For the period July 1, 2016 through June 30, 2017, the cost is identified as
23 \$3,421,091.00. The fare box is established at 17%; therefore the annual
24 not-to-exceed subsidy will be \$2,839,505.00.

25 **8.1.1.2.**For the period July 1, 2017 through June 30, 2018, the cost is identified as
26 \$3,521,749.00. The fare box is established at 17%; therefore the annual
27 not-to-exceed subsidy will be \$2,923,051.00.

1 **8.1.1.3.**For the period July 1, 2018 through June 30, 2019, the cost is identified as
2 \$3,609,234.00. The fare box is established at 17%; therefore the annual
3 not-to-exceed subsidy will be \$2,995,664.00.

4 **8.1.1.4.**The fare box recovery ratio calculated and required annually during the
5 course of this Agreement is subject to the deduction of normal
6 Transportation Development Act operating cost exclusions. PROVIDER
7 shall provide all operating cost exclusions to ICTC.

8 **8.1.1.5.** In the event that the required fare box revenue is not achieved on an
9 annual basis, the PROVIDER may be allowed to request compensation
10 from the ICTC for reimbursement up to the agreed upon annual cost. The
11 lack of attainment for the annual fare box revenue must not be due to
12 circumstances affecting the quality of transit service within the
13 PROVIDER's control, e.g. ICTC's documentation of poor maintenance
14 affecting the reliability of service or passenger comfort on vehicles, or
15 inappropriate behavior by customer service staff or vehicles drivers.

16 **8.1.2.** Compensation for services provided for under the Scope of Work: "Imperial Valley
17 Transit – Blue and Green Lines Fixed-Route Bus Services Scope of Work FY 2016-
18 17 through FY 2018-2019" shall be as follows:

19 **8.1.2.6.** For the period July 1, 2016 through June 30, 2017, the cost is identified as
20 \$650,359.00. The fare box ratio is established at 5%; therefore the annual
21 not-to-exceed subsidy will be \$617,841.00.

22 **8.1.2.7.** For the period July 1, 2017 through June 30, 2018, the cost is identified as
23 \$664,075.00. The fare box ratio is established at 5%; therefore the annual
24 not-to-exceed subsidy will be \$630,871.00.

25 **8.1.2.8.** For the period July 1, 2018 through June 30, 2019, the cost is identified as
26 \$675,235.00. The fare box ratio is established at 5%; therefore the annual
27 not-to-exceed subsidy will be \$641,473.00.
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8.1.2.9. The fare box recovery ratio calculated and required annually during the course of this Agreement is subject to the deduction of normal Transportation Development Act operating cost exclusions. PROVIDER shall provide all operating cost exclusions to ICTC.

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

- 3. In all other respects, the Agreement, as amended, remains in full force and effect.
- 4. This Amendment is effective as of the day and year first written above.

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

**IMPERIAL COUNTY
TRANSPORTATION COMMISSION:**

PROVIDER:

By: _____
Chairman

By:  _____
NICK PROMPONAS
Senior Vice President

ATTEST:

CRISTI LERMA
Secretary to the Commission

APPROVED AS TO FORM:
KATHERINE TURNER
COUNTY COUNSEL

By: _____
Eric Havens
Deputy County Counsel

VIII. ACTION CALENDAR

**C. AGREEMENT FOR PROFESSIONAL MAINTENANCE
AUDIT REPORTING SERVICES OF THE ICTC TRANSIT
OPERATIONS - FY 2017-18 THROUGH FY 2019-20**



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

May 17, 2017

Maria Nava-Froelich, Chairperson
Imperial County Transportation Commission
1405 N. Imperial Ave. Suite 1
El Centro, Ca. 92243

SUBJECT: Agreement for Professional Maintenance Audit Reporting Services of the ICTC Transit Operations - FY 2017-18 through FY 2019-20

Dear Commission Members:

Within the last two years, ICTC has taken ownership of sixty (60) transit vehicles with an estimated value of approximately \$8.5 million dollars. The vehicles are utilized to transport passengers under the contracted services for *Imperial Valley Transit*, *IVT Access* for persons with disabilities, *IVT RIDE* for seniors and persons with disabilities, and *IVT MedTrans*, the non-emergency transportation to medical facilities in San Diego.

Part of the agreement between ICTC and First Transit (Operator) is that First Transit is to provide maintenance services for all fleet vehicles. Maintenance services includes regular preventative maintenance such as oil changes and similar items in addition to repair services as required for any vehicles in the fleet. First Transit also has dedicated maintenance staff including a maintenance manager that is responsible for the upkeep of the fleet.

After a review of resources and consultation with peer agencies ICTC staff recognized that specialized assistance would be beneficial in the oversight of the maintenance performed on the transit fleet. The work associated would include but not be limited to: fleet inspection; review of safety procedures and policies; reviews of the transit contractor's preventative maintenance records; maintenance shop operations; fluid samples and, laboratory analysis on an annual basis.

The consultant will also be required to review the existing contractual agreements between ICTC and the operators to determine that contract language is in place to hold the operator accountable for negligence, that contractual definitions of maintenance terms are consistent with industry practices and understood by ICTC staff and the operator staff, that pricing mechanisms are in line with industry practices for parts and maintenance services and that contractor maintenance staffing requirements are sufficient to ensure proper and efficient turnaround for the maintenance of the vehicles.

A competitive bid was completed in December 2016 for a new three-year contract for the reporting period of FY 2016-17 through FY 2018-19. The Request for Proposals was circulated for the three-year period in order to maximize pricing reductions and increase potential competition. An Evaluation Committee comprised of staff from Caltrans and ICTC conducted the proposal scoring and ranking process. An oral interview was not conducted.

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

The following is a summary of the one qualified proposal:

Firm	Annual/Total Hours	Total 3-Yr Cost	Avg Cost/Per hour
Transit Resource Center Engineering Services, LLC. (TRC)	144 / 432	\$42,726	\$98.90

ICTC received one (1) additional proposal, however, the proposal was deemed non-responsive due to the lack of issuing a qualified response to the RFP. The consultant omitted several key scope of work items in their response.

It must be noted that the current four transit operations are under separate contracts, but with one operator, First Transit, Inc. This reduces the physical locations and maintenance systems etc. that must be reviewed by the audit team, thereby reducing the annual cost. Should future competitive bids be conducted for transit services during this three-year period, and additional transit operators be awarded service contracts, a contract modification may be required for additional time and expense.

The Evaluation Team with concurrence by the ICTC Executive Director recommends that a contract be awarded to the firm of Transit Resource Center (TRC) Engineering Services, LLC. The proposal from TRC indicated that their project team was focused on delivering the requested services as noted within the contents of the Request for Proposals. TRC's proposal acknowledged and elaborated on all of the Scope of Work items noted within the Request for Proposals, in addition to the ICTC issued addenda. TRC also displayed the firm's superior familiarity with transit regulations and transit maintenance operational practices. In addition, the TRC project team offered value added benefits through their knowledge and experience with larger transit agencies. This included periodic review sessions with ICTC staff on transit maintenance best practices and requirements in the industry for potential improvements in contractual language, and general improvements to ICTC staff's oversight of transit maintenance.

The project cost sets an annual budget but also contains a fee for future delivery inspection(s) of new vehicles that may be acquired by ICTC during the life of this contract.

Upon approval, funding for this project will be budgeted in the ICTC 2017-18 the ICTC Overall Work Program and Budget/Transit Finance Plan through the Transportation Development Act (TDA) anticipated to be approved on June 28, 2017.

The ICTC Management Committee met on May 10, 2017 and forwards this item to the Commission for their review and approval after public comment, if any:

1. Authorize the Chairman to sign the agreement for the IVT Transit Maintenance Audit effective July 1, 2017, for the audit period FY 2017-18 through FY 2019-20, with the firm of **TRC Engineering Services, LLC**:
 - A. For the fiscal reporting period of July 1, 2016 through June 30, 2017, the annual not to exceed fee is set at \$14,242
 - B. For the fiscal reporting period of July 1, 2017 through June 30, 2018, the annual not to exceed fee is set at \$14,242

- C. For the fiscal reporting period of July 1, 2018 through June 30, 2019, the annual not to exceed fee is set at \$14,242
- D. For the post-delivery inspection service fee of \$560 per event, each event not to exceed five buses.

Sincerely,

MARK BAZA
Executive Director

BY: 

Kathi Williams
Senior Transit Planner

MB/ksw/cl

1 **AGREEMENT FOR SERVICES**

2
3 THIS AGREEMENT FOR SERVICES (“Agreement”), made and entered into this _____ day
4 of _____, 2017, is by and between the **IMPERIAL COUNTY TRANSPORTATION**
5 **COMMISSION (“ICTC”)** and **TRC ENGINEERING SERVICES, LLC**, a Florida corporation qualified
6 to do business in California (“**CONSULTANT**”) (individually, “Party;” collectively, “Parties”).

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

8 **WHEREAS**, ICTC desires to retain a qualified individual, firm or business entity to provide
9 professional services for the IVT Transit Services Maintenance Audit (“the Project”); and

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

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

14 1. **DEFINITIONS.**

15 1.1. “RFP” shall mean ICTC’s request for proposals entitled “Request for Proposals for IVT
16 Transit Services Maintenance Audit” dated December 2016. The RFP is attached as **Exhibit “A”** and
17 incorporated herein by this reference.

18 1.2. “Proposal” shall mean CONSULTANT’s proposal entitled “Imperial County Transportation
19 Commission IVT Transit Service Maintenance Audit Technical Proposal” dated January 19, 2017. The
20 Proposal is attached as **Exhibit “B”** and incorporated herein by this reference.

21 2. **CONTRACT COORDINATION.**

22 2.1. CONSULTANT shall assign a single Contract Manager to have overall responsibility for
23 the progress and execution of this Agreement. Edward W. Pigman, President, is hereby designated as the
24 Contract Manager for CONSULTANT. Should circumstances or conditions subsequent to the execution of
25 this Agreement require a substitute Contract Manager for any reason, the Contract Manager’s designee shall
26 be subject to the prior written acceptance and approval of ICTC.

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1 3. DESCRIPTION OF WORK.

2 3.1. CONSULTANT shall provide all materials and labor to perform this Agreement. In the
3 event of a conflict among this Agreement, the RFP and the Proposal, the RFP shall take precedence over the
4 Proposal and this Agreement shall take precedence over both.

5 3.2. CONSULTANT shall perform additional or extra work if required, utilizing the per hour
6 rate set forth in Exhibit "B".

7 4. WORK TO BE PERFORMED BY CONSULTANT.

8 4.1. CONSULTANT shall comply with all terms, conditions and requirements of the RFP,
9 Proposal and this Agreement.

10 4.2. CONSULTANT shall perform such other tasks as necessary and proper for the full
11 performance of the obligations assumed by CONSULTANT hereunder.

12 4.3. CONSULTANT shall:

13 4.3.1. Procure all permits and licenses, pay all charges and fees, and give all notices that
14 may be necessary and incidental to the due and lawful prosecution of the services to be performed
15 by CONSULTANT pursuant to this Agreement;

16 4.3.2. Use the standard of care usual to CONSULTANT's profession to keep itself fully
17 informed of all applicable existing and proposed federal, state and local laws, ordinances,
18 regulations, orders and decrees which may affect those engaged or employed under this Agreement,
19 any materials used in CONSULTANT's performance under this Agreement or the conduct of the
20 services under this Agreement;

21 4.3.3. At all times observe and comply with, and cause all of its employees to observe and
22 comply with all of said laws, ordinances, regulations, orders and decrees mentioned above; and

23 4.3.4. Immediately report to ICTC in writing any discrepancy or inconsistency it discovers
24 in said laws, ordinances, regulations, orders and decrees mentioned above in relation to any plans,
25 drawings, specifications or provisions of this Agreement.

26 4.4. Any videotape, reports, information, data or other material given to, or prepared or
27 assembled by, CONSULTANT pursuant to this Agreement shall be the property of ICTC and shall not be
28 made available to any individual or organization by CONSULTANT without the prior written approval of

1 ICTC. The preceding restriction shall not apply to information which is in the public domain, was
2 previously known to CONSULTANT, was acquired by CONSULTANT from others who have no
3 confidential relationship to ICTC with respect to same, or which through no fault of CONSULTANT
4 comes into the public domain. CONSULTANT shall not be restricted from releasing information,
5 including confidential information, in response to a subpoena, court order, or other legal process.
6 CONSULTANT shall not be required to resist such subpoena, court order, or legal process, but shall
7 promptly notify ICTC in writing of the demand for information before responding to such demand.

8 5. REPRESENTATIONS BY CONSULTANT.

9 5.1. CONSULTANT understands and agrees that ICTC has limited knowledge in the multiple
10 areas specified in the Proposal. CONSULTANT has represented itself to be expert in these fields and
11 understands that ICTC is relying upon such representation.

12 5.2. Subject to 5.2.1, CONSULTANT represents and warrants that it is a lawful entity
13 possessing all required licenses and authorities to do business in the State of California and perform all
14 aspects of this Agreement.

15 5.2.1. CONSULTANT shall not commence any work pursuant to this Agreement or
16 provide any other services, or materials, in connection therewith until CONSULTANT has received
17 written authorization from ICTC to do so.

18 5.3. CONSULTANT represents and warrants that the people executing this Agreement on behalf
19 of CONSULTANT have the authority of CONSULTANT to sign this Agreement and bind
20 CONSULTANT to the performance of all duties and obligations assumed by CONSULTANT herein.

21 5.4. CONSULTANT represents and warrants that any employee, contractor and/or agent who
22 will be performing any of the duties and obligations of CONSULTANT herein possess all required licenses
23 and authorities, as well as the experience and training, to perform such tasks.

24 5.5. CONSULTANT represents and warrants that the allegations contained in the Proposal are
25 true and correct.

26 5.6. CONSULTANT understands that ICTC considers the representations made herein to be
27 material and would not enter into this Agreement with CONSULTANT if such representations were not
28 made.

1 6. COMPENSATION.

2 The total compensation payable under this Agreement shall not exceed forty two thousand seven
3 hundred twenty six dollars (\$42,726.00) unless otherwise previously agreed to by ICTC.

4 7. PAYMENT.

5 7.1 ICTC's Executive Director may authorize CONSULTANT's Contract Manager to perform
6 specific work tasks in accordance with the work scope in this contract. CONSULTANT will bill ICTC on a
7 time and material basis for each authorized work task in accordance with the cost schedule attached hereto
8 as **Exhibit "C"**. CONSULTANT may invoice ICTC for progress payments for tasks that require extended
9 time schedules. Progress payment invoices must not exceed the authorized task budget unless approved in
10 advance and in writing by ICTC.

11 7.2 ICTC shall retain ten percent (10%) of CONSULTANT's invoice amount until the
12 authorized specific work task is fully completed by CONSULTANT. "Completion of the task" is when the
13 work to be performed has been completed in accordance with this Agreement, as determined by ICTC, and
14 all subcontractors, if any, have been paid in full by CONSULTANT. Within sixty (60) days following
15 CONSULTANT's completion of specific work tasks, ICTC will release payment of the ten percent (10%)
16 retainages.

17 8. METHOD OF PAYMENT.

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

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

23 9.1. This Agreement shall commence on the date first written above and shall remain in effect
24 for three (3) fiscal years: FY 2016-17, FY 2017-18, FY 2018-19, ending on June 30, 2019, unless
25 otherwise terminated as provided herein.

26 9.2. Program scheduling shall be as described in Exhibit "A" unless revisions to Exhibit "A" are
27 approved by both ICTC and CONSULTANT's Contract Manager. Time extensions may be allowed for
28

1 delays caused by ICTC, other governmental agencies, or factors not directly brought about by the
2 negligence or lack of due care on the part of CONSULTANT.

3 10. SUSPENSION OF AGREEMENT.

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

8 11. SUSPENSION AND/OR TERMINATION.

9 11.1. ICTC retains the right to terminate this Agreement for any reason by notifying
10 CONSULTANT in writing seven (7) days prior to termination and by paying the compensation due and
11 payable to the date of termination; provided, however, if this Agreement is terminated for fault of
12 CONSULTANT, ICTC shall be obligated to compensate CONSULTANT only for that portion of
13 CONSULTANT's services which have been performed in accordance with the terms and conditions of this
14 Agreement. Said compensation is to be arrived at by mutual agreement between ICTC and
15 CONSULTANT; should the Parties fail to agree on said compensation, an independent arbitrator shall be
16 appointed and the decision of the arbitrator shall be binding upon the Parties.

17 11.2. Upon such termination, CONSULTANT shall immediately turn over to ICTC any and all
18 copies of videotapes, studies, sketches, drawings, computations and other data, whether or not completed,
19 prepared by CONSULTANT in connection with this Agreement. Such materials shall become the
20 permanent property of ICTC.

21 12. INSPECTION.

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

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1 13. OWNERSHIP OF MATERIALS.

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

5 14. INTEREST OF CONSULTANT.

6 14.1. CONSULTANT covenants that it presently has no interest, and shall not acquire any
7 interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the
8 performance of the services hereunder.

9 14.2. CONSULTANT covenants that, in the performance of this Agreement, no sub-contractor or
10 person having such an interest shall be employed.

11 14.3. CONSULTANT certifies that no one who has or will have any financial interest pursuant to
12 this Agreement is an officer or employee of ICTC.

13 15. INDEMNIFICATION.

14 To the furthest extent allowed by law, CONSULTANT shall indemnify, hold harmless and
15 defend ICTC and its members, board members, officers, officials, employees, agents and volunteers
16 from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort
17 or strict liability, including but not limited to personal injury, death at any time and property damage),
18 and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees
19 and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful
20 misconduct of CONSULTANT, its principals, officers, employees, agents or volunteers in the
21 performance of this Agreement.

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

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

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1 16. INDEPENDENT CONTRACTOR.

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

5 16.1. CONSULTANT is not an employee or agent of ICTC and is only responsible for the
6 requirements and results specified by this Agreement or any other agreement.

7 16.2. CONSULTANT shall be responsible to ICTC only for the requirements and results
8 specified by this Agreement and except as specifically provided in this Agreement, shall not be subject
9 to ICTC's control with respect to the physical actions or activities of CONSULTANT in fulfillment of
10 the requirements of this Agreement.

11 16.3. CONSULTANT is not, and shall not be, entitled to receive from, or through, ICTC, and
12 ICTC shall not provide, or be obligated to provide, CONSULTANT with Worker's Compensation
13 coverage or any other type of employment or worker insurance or benefit coverage required or provided
14 by any Federal, State or local law or regulation for, or normally afforded to, an employee of ICTC.

15 16.4. CONSULTANT shall not be entitled to have ICTC withhold or pay, and ICTC shall not
16 withhold or pay, on behalf of CONSULTANT, any tax or money relating to the Social Security Old Age
17 Pension Program, Social Security Disability Program, or any other type of pension, annuity, or disability
18 program required or provided by any Federal, State or local law or regulation.

19 16.5. CONSULTANT shall not be entitled to participate in, or receive any benefit from, or
20 make any claim against any ICTC fringe program, including, but not limited to, ICTC's pension plan,
21 medical and health care plan, dental plan, life insurance plan, or any other type of benefit program, plan,
22 or coverage designated for, provided to, or offered to ICTC's employee.

23 16.6. ICTC shall not withhold or pay, on behalf of CONSULTANT, any Federal, State, or local
24 tax, including, but not limited to, any personal income tax, owed by CONSULTANT.

25 16.7. CONSULTANT is, and at all times during the term of this Agreement, shall represent
26 and conduct itself as an independent contractor, not as an employee of ICTC.

27 16.8. CONSULTANT shall not have the authority, express or implied, to act on behalf of, bind
28 or obligate ICTC in any way without the written consent of ICTC.

1 17. INSURANCE.

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

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

15 \$1,000,000 per occurrence for bodily injury and property damage

16 \$1,000,000 per occurrence for personal and advertising injury

17 \$2,000,000 aggregate for products and completed operations

18 \$2,000,000 general aggregate

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

24 (iii) WORKERS' COMPENSATION insurance as required under the California Labor
25 Code.

26 (iv) EMPLOYERS' LIABILITY insurance with limits of liability of not less than
27 \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each
28 employee.

1 (v) PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS) insurance appropriate
2 to CONSULTANT'S profession, with limits of liability of not less than \$1,000,000 per
3 claim/occurrence and \$2,000,000 policy aggregate.

4 In the event CONSULTANT maintains insurance or self-insurance with broader coverage and/or
5 limits of liability greater than those shown above, ICTC requires and shall be entitled to the broader
6 coverage and/or the higher limits of liability maintained by CONSULTANT. Any available insurance
7 proceeds in excess of the specified minimum limits of insurance and coverage shall be available to
8 ICTC.

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

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

27 The General Liability and Automobile Liability insurance policies shall be written on an
28 occurrence form and shall name ICTC, its members, board members, officers, employees, agents and

1 volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so
2 CONSULTANT'S insurance shall be primary and no contribution shall be required of ICTC. The
3 coverage shall contain no special limitations on the scope of protection afforded to ICTC, its members,
4 board members, officers, employees, agents and volunteers. The Workers' Compensation insurance
5 policy shall contain a waiver of subrogation as to ICTC, its members, board members, officers,
6 employees, agents and volunteers.

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

- 9 1. The retroactive date must be shown, and must be before the effective date of the
10 Agreement or the commencement of work by CONSULTANT.
- 11 2. Insurance must be maintained and evidence of insurance must be provided for at least 3
12 years after any expiration or termination of the Agreement or, in the alternative, the
13 policy shall be endorsed to provide not less than a 3-year discovery period.
- 14 3. If coverage is canceled or non-renewed, and not replaced with another claims-made
15 policy form with a retroactive date prior to the effective date of the Agreement or the
16 commencement of work by CONSULTANT, CONSULTANT must purchase extended
reporting coverage for a minimum of 3 years following the expiration or termination of
the Agreement.
4. A copy of the claims reporting requirements must be submitted to ICTC for review.
5. These requirements shall survive expiration or termination of the Agreement.

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

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

1 to ICTC. Any failure to maintain the required insurance shall be sufficient cause for ICTC to terminate
2 this Agreement. No action taken by ICTC hereunder shall in any way relieve CONSULTANT of its
3 responsibilities under this Agreement.

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

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

19 18. ASSIGNMENT.

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

23 19. NON-DISCRIMINATION.

24 During the performance of this Agreement, CONSULTANT shall not unlawfully discriminate
25 against any employee or applicant for employment or employee of ICTC or member of the public
26 because of race, religion, color, national status, age, or sex. CONSULTANT shall ensure that the
27 evaluation and treatment of its employees and applicants for employment and employees and members
28 of the public are free of such discrimination. CONSULTANT shall comply with all provisions of the

1 Fair Employment and Housing Act (Government Code §12900, *et seq.*). The applicable regulations of
2 the Fair Employment Housing Commission implementing Government Code §12900 set forth in
3 Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this
4 Agreement by reference and made a part hereof as if set forth in full. CONSULTANT shall abide by the
5 Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and
6 regulations issued pursuant to said Act. CONSULTANT shall also abide by the American Disabilities
7 Act and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.
8 CONSULTANT shall give written notice of its obligations under this clause to labor organizations with
9 which it has a collective bargain or other agreement. CONSULTANT shall include the non-
10 discrimination and compliance provision of this paragraph in all subcontracts to perform work pursuant
11 to this Agreement.

12 20. NOTICES AND REPORTS.

13 20.1. All notices and reports pursuant to this Agreement shall be in writing and may be given
14 by personal delivery or by mailing by certified mail, addressed as follows:

15 **ICTC**

16 Attn: Executive Director
17 Imperial County Transportation Commission
18 1405 N. Imperial Ave., Ste 1
19 El Centro, CA 92243

CONSULTANT

20 Attn: Project Manager
21 TRC Engineering Services, LLC
22 2200 Winter Springs Blvd., Suite 106-344
23 Oviedo, FL 32765

24 20.2. All notices and reports pursuant to this Agreement may be given by personal delivery or
25 by mailing by certified mail at such other address as either Party may designate in a notice to the other
26 Party given in such manner.

27 20.3. Any notice given by mail shall be considered given when deposited in the United States
28 Mail, postage prepaid, addressed as provided herein.

29 21. ENTIRE AGREEMENT.

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

33 ///

1 22. MODIFICATION.

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

4 23. PARTIAL INVALIDITY.

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

8 24. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.

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

16 25. WAIVER.

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

20 26. CHOICE OF LAW.

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

24 27. ATTORNEY'S FEES.

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

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1 28. AUTHORITY.

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

4 28.1. He/She is duly authorized to execute and deliver this Agreement on behalf of
5 CONSULTANT;

6 28.2. 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 28.3. This Agreement is binding upon CONSULTANT accordance with its terms.

9 29. COUNTERPARTS.

10 This Agreement may be executed in counterparts.

11 30. REVIEW OF AGREEMENT TERMS.

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

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

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

20
21 _____
22 Chair

23 ATTEST:

24 _____
25 CRISTI LERMA
26 Secretary to the Commission

CONSULTANT:

27 By: _____
28 EDWARD W. PIGMAN, President

APPROVED AS TO FORM:

KATHERINE TURNER
COUNTY COUNSEL

By: _____
Eric Havens
Deputy County Counsel

VIII. ACTION CALENDAR

D. AGREEMENT FOR PROFESSIONAL SERVICES FOR THE 2017 IMPERIAL VALLEY TRANSIT (IVT) ADAMS AVENUE BUS OPERATIONS FACILITY COMPREHEN- SIVE EVALUATION



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

May 17, 2017

Maria Nava-Froelich, Chairperson
Imperial County Transportation Commission
1405 N. Imperial Ave. Suite 1
El Centro, Ca. 92243

SUBJECT: Agreement for Professional Services for the 2017 Imperial Valley Transit (IVT) Adams Avenue Bus Operations Facility Comprehensive Evaluation

Dear Commission Members:

In recent years, ICTC began the transition of acquiring and taking ownership of the IVT branded services vehicle fleet. The fleet size has grown to 67 total vehicles. Previously First Transit (Operator) provided the vehicles for the operation of service. The acquisition of vehicles was accelerated due additional revenues received as a result of the Point of Sale Transaction Revenues related to solar infrastructure.

The IVT branded services has also expanded over the past few years with the additions of IVT Ride and IVT Medtrans services. The service expansions created the need to acquire additional bus drivers, dispatching staff and administrative staff. The expansion of the vehicle fleet and services has impacted the available space for parking storage and operations, and has created a need for additional capacity.

Due to the lack of space, IVT currently utilizes two locations to conduct operations. The larger facility located at 792 Ross Road in El Centro has been in use since 2005 and currently stores and maintains all of the IVT service vehicles, dispatching for the IVT service, provides a small area for farebox storage and collection, small offices for safety and security staff and maintenance staff and a small office area for walk up passengers purchasing tickets. The Ross Road facility also provides three bays for bus maintenance, parts inventory and employee parking.

The second facility located one block away on Industry Way has been in use since 2011 and provides dispatching services for the IVT Ride, IVT Access and IVT MedTrans services, offices for senior management and administrative staff, record storage, and a training room for bus drivers and administrative staff.

Of note is that these current bus operations and maintenance facility and administrative location are facilities leased by First Transit Inc. from local private owners. While the situation has been mutually beneficial for many years, it could potentially present issues should the owners of the properties decide to make any changes as it pertains to the leases. The lease between First Transit and the property owner for the primary facility located on Ross Road is up for renewal. ICTC will attempt to renew the lease with the property owner under ICTC to obtain better control of the facility and place ICTC in a more advantageous position when the operations services is placed out to bid in FY 2018-19.

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

Many public transit systems own or lease their own facilities in order to be able to better control capital costs and manage the potential for contractor turnover as a result of competitive bids. The following provides the background and goals for this proposed project.

Caltrans has offered ICTC the first opportunity to acquire the existing Caltrans Maintenance Yard located at 1605 Adams Avenue in the City of El Centro. Due to the age and condition of the facility, ICTC is seeking the assistance of a qualified consulting firm to complete an assessment of the existing needs/facilities and then a comprehensive evaluation of the Caltrans facility, while also considering ICTC's ability to convert and improve the facility to meet ICTC's existing and future transit needs.

A Request for Proposal was circulated in March 2017. The Request for Proposal was posted on the ICTC website and multiple transit service agency websites, in addition to being forwarded to various transit and engineering consulting firms. ICTC also conducted a mandatory pre-bid conference and facility walk through to allow any interested consulting firms the opportunity to review the facility and provide the firms a better understanding of the project.

The services requested as part of the Request for Proposals included but were not limited to:

1. Completion of an Assessment of the existing Imperial Valley Transit Bus Operations Yard along Ross Road to obtain critical information pertaining to current operations and existing infrastructure and how those elements will be integrated into the new facility
2. Completion of a comprehensive evaluation of the proposed Imperial Valley Transit Bus Operations Yard along Adams Avenue to evaluate existing conditions, note areas of deficiency and issue recommendations for improvements to the facility
3. Preparation of a comprehensive evaluation report of the new facility noting the findings pertaining to the assessment of the existing facility and evaluation of the new facility, providing recommendations pertaining to items that require immediate improvement, short term improvement and long term improvement, providing space use projections and site plans, providing information pertaining to required permits, environmental and study documents and various other items
4. Providing Project Management/Construction Administrative Support Services.

An Evaluation Committee comprised of staff from Caltrans, the City of El Centro Engineering Division, the Southern California Association of Governments (SCAG) and ICTC conducted the proposal scoring and ranking process, as well as, subsequent oral interviews.

Three proposals were received as follows:

Firm	Total Hours	Total Cost	Avg. Cost/Per Hour
CH2M Hill	715	\$231,821.00	\$317.23
Huitt Zollars	2,920	\$467,905.00	\$160.24
Kimley Horn and Associates, Inc.	2,979	\$498,471.48	\$167.33

The Evaluation Team recommends that a contract be awarded to the firm of CH2M Hill. The proposal from CH2M Hill indicated that their project team has the necessary staffing experience, completed similar type facility analysis type projects and have extensive knowledge pertaining to transit requirements at operations and maintenance facilities. The CH2M Hill project team offered value added benefits through their knowledge and association with larger transit agencies including infrastructure improvements that may be implemented at the potential new facility. CH2M Hill's project team includes two (2) engineering firms located in the Imperial Valley.

CH2M Hill proposes utilizing a two-phased approach towards completing the project. Phase 1 would comprise of completing the assessment of the existing facilities at Ross Road and Industry Way, and completing a preliminary evaluation and viability analysis of the Adams Avenue facility. The Consultant would prepare a Technical Memorandum highlighting its findings while also noting if the site is suitable to be utilized for transit purposes, as well as, being financially feasible. Should the findings note that the site is not suitable to be utilized for transit services and not financially feasible, ICTC will not move forward with the completion of Phase 2. The proposed fee for Phase 1 is \$51,780.00. Should the Adams Avenue facility prove to not be suitable for transit services, ICTC may need to look into other options including obtaining a long term lease for the Ross Road facility, purchasing another predeveloped property or build a new facility to suit.

Phase 2 includes completing the comprehensive evaluation of the Adams Avenue facility, preparation of the comprehensive evaluation and assessment report and project management and construction administration support services. The proposed fee for Phase 2 is \$180,041.00.

The phased approach will allow ICTC to minimize its investment into the facility should the Adams Avenue site prove to be not suitable for transit services and not financially feasible.

ICTC and Caltrans are currently discussing the parameters of a short-term lease to allow ICTC to complete its due diligence activities. ICTC may also need to acquire the services of a security firm to monitor the site while under the proposed lease.

If approved, funding for this project would be listed in FY 2017-17 Budget and specifically in the ICTC Overall Work Program and Budget/Transit Finance Plan through the Transportation Development Act (TDA) Fund, anticipated to be approved on June 28, 2017.

The ICTC Management Committee met on May 10, 2017 and forwards this item to the Commission for their review and approval after public comment, if any:

1. Authorize the Chairman to sign the agreement with the firm of CH2M Hill for the 2017 IVT Adams Avenue Comprehensive Bus Operations Facility Evaluation Project, for a not to exceed fee set at \$231,821.00 effective July 1, 2017. The agreement will provide ICTC the ability to terminate the agreement should the Phase 1 findings prove the site is not suitable for transit operations.

Sincerely,

MARK BAZA
Executive Director

BY:



Kathi Williams
Senior Transit Planner

MB/da/cl

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (“Agreement”), made and entered into this _____ day of _____, 2017, is by and between the **IMPERIAL COUNTY TRANSPORTATION COMMISSION** (“ICTC”) and **CH2M HILL ENGINEERS, INC.**, a Delaware corporation qualified to do business in California (“**CONSULTANT**”) (individually, “Party;” collectively, “Parties”).

W I T N E S S E T H

WHEREAS, ICTC desires to retain a qualified individual, firm or business entity to provide professional services for a comprehensive bus operations facilities and yard evaluation to be utilized by the IVT branded public transit services throughout the region (“the Project”); and

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

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

1. **DEFINITIONS.**

1.1. “RFP” shall mean ICTC’s request for proposals entitled “2017 IVT Adams Avenue Comprehensive Bus Operations Facility Evaluation” dated March 2017. The RFP is attached as **Exhibit “A”** and incorporated herein by this reference.

1.2. “Proposal” shall mean CONSULTANT’s proposal entitled “Proposal 2017 IVT Adams Avenue Comprehensive Bus Operations Facility Evaluation” dated April 6, 2017. The Proposal is attached as **Exhibit “B”** and incorporated herein by this reference.

2. **CONTRACT COORDINATION.**

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

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3. DESCRIPTION OF WORK.

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

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

4. WORK TO BE PERFORMED BY CONSULTANT.

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

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

4.3. CONSULTANT shall:

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

4.3.2. Use the standard of care, the degree of skill and diligence normally employed by professional engineers or consultants performing same or similar services at the time CONSULTANT's services are performed, to keep itself fully informed of all applicable existing and proposed federal, state and local laws, ordinances, regulations, orders and decrees which may affect those engaged or employed under this Agreement, any materials used in CONSULTANT's performance under this Agreement or the conduct of the services under this Agreement;

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

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

4.4. Any videotape, reports, information, data or other material given to, or prepared or assembled by, CONSULTANT pursuant to this Agreement shall be the property of ICTC and shall not be

made available to any individual or organization by CONSULTANT without the prior written approval of ICTC.

5. REPRESENTATIONS BY CONSULTANT.

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

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

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

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

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

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

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

6. COMPENSATION.

The total compensation payable under this Agreement shall not exceed two hundred thirty one thousand eight hundred twenty one dollars (\$231,821.00) unless otherwise previously agreed to by ICTC.

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7. PAYMENT.

CONSULTANT will bill ICTC on a time and material basis upon completion of the project or as set forth in the cost schedule attached hereto as **Exhibit "C"**. The project is to be completed in two (2) phases: Phase 1 (\$51,780.00) and Phase 2 (\$180,041.00). CONSULTANT shall not proceed to Phase 2 unless authorized in writing by ICTC. ICTC shall pay CONSULTANT for completed and approved services upon presentation of its itemized billing. Notwithstanding the foregoing, ICTC shall retain 10% of the total compensation until the work to be performed has been completed in accordance with this Agreement, as determined by ICTC, and payment in full of all subcontractors of CONSULTANT.

8. METHOD OF PAYMENT.

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

9. TERM AND TIME FOR COMPLETION OF THE WORK.

9.1. This Agreement shall commence on the date first written above and shall remain in effect for one (1) year unless otherwise terminated as provided herein.

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

10. SUSPENSION OF AGREEMENT.

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

11. SUSPENSION AND/OR TERMINATION.

11.1. ICTC retains the right to terminate this Agreement for any reason by notifying CONSULTANT in writing seven (7) days prior to termination and by paying the compensation due and

payable to the date of termination; provided, however, if this Agreement is terminated for fault of CONSULTANT, ICTC shall be obligated to compensate CONSULTANT only for that portion of CONSULTANT's services which have been performed in accordance with the terms and conditions of this Agreement. Said compensation is to be arrived at by mutual agreement between ICTC and CONSULTANT; should the Parties fail to agree on said compensation, an independent arbitrator shall be appointed and the decision of the arbitrator shall be binding upon the Parties.

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

12. INSPECTION.

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

13. OWNERSHIP OF MATERIALS.

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

14. INTEREST OF CONSULTANT.

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

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

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

15. INDEMNIFICATION.

To the furthest extent allowed by law, CONSULTANT shall indemnify, hold harmless and defend ICTC and its members, board members, officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CONSULTANT, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

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

This section shall survive termination or expiration of this Agreement.

16. INDEPENDENT CONTRACTOR.

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

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

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

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

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

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

16.6. ICTC shall not withhold or pay, on behalf of CONSULTANT, any Federal, State, or local tax, including, but not limited to, any personal income tax, owed by CONSULTANT.

16.7. CONSULTANT is, and at all times during the term of this Agreement, shall represent and conduct itself as an independent contractor, not as an employee of ICTC.

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

17. INSURANCE.

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

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

\$1,000,000 per occurrence for bodily injury and property damage
\$1,000,000 per occurrence for personal and advertising injury
\$2,000,000 aggregate for products and completed operations
\$2,000,000 general aggregate

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

(iii) WORKERS' COMPENSATION insurance as required under the California Labor Code.

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

(v) PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS) insurance appropriate to CONSULTANT'S profession, with limits of liability of not less than \$1,000,000 per claim/occurrence and \$2,000,000 policy aggregate.

In the event CONSULTANT maintains insurance or self-insurance with broader coverage and/or limits of liability greater than those shown above, ICTC requires and shall be entitled to the broader coverage and/or the higher limits of liability maintained by CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to ICTC.

CONSULTANT shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and CONSULTANT shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the ICTC's Executive Director or his/her designee. At the option of the ICTC's Executive Director or his/her designee, either: (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to ICTC, its board members, officers, employees, agents and volunteers: or (ii)

CONSULTANT shall provide audited financial statements, satisfactory to ICTC's Executive Director or his/her designee, verifying consultant's ability to SIR deductibles. At no time shall ICTC be responsible for the payment of any deductibles or self-insured retentions.

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

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and shall name ICTC, its members, board members, officers, employees, agents and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so CONSULTANT'S insurance shall be primary and no contribution shall be required of ICTC. The coverage shall contain no special limitations on the scope of protection afforded to ICTC, its members, board members, officers, employees, agents and volunteers. The Workers' Compensation insurance policy shall contain a waiver of subrogation as to ICTC, its members, board members, officers, employees, agents and volunteers.

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

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by CONSULTANT.
2. Insurance must be maintained and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by CONSULTANT, CONSULTANT must purchase extended reporting coverage for a minimum of 3 years following the expiration or termination of the Agreement.
4. A copy of the claims reporting requirements must be submitted to ICTC for review.
5. These requirements shall survive expiration or termination of the Agreement.

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

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

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

If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall require each subcontractor to provide insurance protection in favor of ICTC, its board members, officers, employees, agents and volunteers in accordance with the terms of each of the preceding paragraphs, except that the subcontractors' certificates and endorsements

shall be on file with CONSULTANT and ICTC prior to the commencement of any work by the subcontractor.

18. ASSIGNMENT.

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

19. NON-DISCRIMINATION.

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

20. NOTICES AND REPORTS.

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

ICTC

CONSULTANT

Attn: Executive Director
Imperial County Transportation Commission
1405 N. Imperial Ave., Ste 1
El Centro, CA 92243

Attn: Project Manager
CH2M Hill Engineers, Inc.
402 West Broadway, Suite 1450
San Diego, CA 92101

20.2. All notices and reports pursuant to this Agreement may be given by personal delivery or by mailing by certified mail at such other address as either Party may designate in a notice to the other Party given in such manner.

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

21. ENTIRE AGREEMENT.

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

22. MODIFICATION.

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

23. PARTIAL INVALIDITY.

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

24. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.

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

25. WAIVER.

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

26. CHOICE OF LAW.

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

27. ATTORNEY'S FEES.

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

28. AUTHORITY.

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

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

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

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

29. COUNTERPARTS.

This Agreement may be executed in counterparts.

30. REVIEW OF AGREEMENT TERMS.

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

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

3 **IMPERIAL COUNTY TRANSPORTATION COMMISSION:**

4
5 _____
6 Chair

7 **ATTEST:**

8
9 _____
10 **CRISTI LERMA**
Secretary to the Commission

11 **CONSULTANT:**

12
13
14 By:  _____
HANY HAROUN, P.E., Principal-in-Charge

15 **APPROVED AS TO FORM:**

16 **KATHERINE TURNER**
17 **COUNTY COUNSEL**

18 By: _____
19 Eric Havens
20 Deputy County Counsel