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**MANAGEMENT COMMITTEE**

**City of Calexico  
Council Chambers  
608 Heber Avenue  
Calexico, California 92231**

**Wednesday, July 10, 2019  
10:30 A.M.**

**CHAIR: NICK WELLS**

**VICE CHAIR: MARCELA PIEDRA**

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

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

**II. EMERGENCY ITEMS**

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

**III. PUBLIC COMMENTS**

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

**IV. CONSENT CALENDAR**

- A. Approval of Management Committee Draft Minutes: June 12, 2019 Page 6  
B. Receive and File:  
1. ICTC Commission Meeting May 22, 2019  
C. 5310 Federal Transit Administration (FTA) Section 5310 Grant Program for Elderly and Disabled Transportation Services FY 2018-20 – ICTC grant application Page 16

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

1. Authorize the Executive Director or his designee to submit an FTA 5310 FY 2018-20 Grant, execute all required documents and any amendments with the California Department of Transportation, in an estimated amount of \$400,000 for the funding of the Regional Mobility Coordination Program.
2. Authorize the ICTC Chairperson to sign the attached resolution
3. Direct staff to forward the FTA 5310 Grant Application and associated documentation to the California Department of Transportation.

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

**V. REPORTS**

- A. ICTC/LTA Executive Director
  - See attached Executive Director Report on page20
- B. Southern California Association of Governments
  - See attached report on page 30
- C. California Department of Transportation – District 11
- D. Committee Member Reports

**VI. ACTION CALENDAR**

- A. Competitive Bid Process for the IMPERIAL VALLEY TRANSIT (IVT) Fixed Route Bus System – 5 Year Operating Agreement, FY 2019-20 to FY 2023-24 Page 33

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

- 1. Authorize the Chairman to sign an operating agreement with FIRST TRANSIT, INC. for the continued operation of Imperial Valley Transit/IVT Blue Green and Gold with an annual not to exceed annual operating subsidy (as listed), with an annual not to exceed up to 5% marketing allowance, with an annual fuel escalator clause:

Imperial Valley Transit:

- A. For the period August 1, 2019 through June 30, 2020, the annual not to exceed subsidy is set at \$2,660,409.
- B. For the period July 1, 2020 through June 30, 2021, the annual not to exceed subsidy is set at \$3,767,739.
- C. For the period July 1, 2021 through June 30, 2022 the annual not to exceed subsidy is set at \$3,906,086.
- D. For the period July 1, 2022 through June 30, 2023, the annual not to exceed subsidy is set at \$4,025,477.
- E. For the period July 1, 2023 through June 30, 2024, the annual not to exceed subsidy is set at \$4,189,334.

Imperial Valley Transit Blue and Green Lines:

- A. For the period August 1, 2019 through June 30, 2020, the annual not to exceed subsidy is set at \$559,311.
- B. For the period July 1, 2020 through June 30, 2021, the annual not to exceed subsidy is set at \$604,766.
- C. For the period July 1, 2021 through June 30, 2022 the annual not to exceed subsidy is set at \$626,973
- D. For the period July 1, 2022 through June 30, 2023, the annual not to exceed subsidy is set at \$646,136.
- E. For the period July 1, 2023 through June 30, 2024, the annual not to exceed subsidy is set at \$672,437.

Imperial Valley Transit Gold Line:

- A. For the period August 1, 2019 through June 30, 2020, the annual not to exceed subsidy is set at \$291,197.
- B. For the period July 1, 2020 through June 30, 2021, the annual not to exceed subsidy is set at \$314,862.
- C. For the period July 1, 2021 through June 30, 2022 the annual not to exceed subsidy is set at \$326,424.
- D. For the period July 1, 2022 through June 30, 2023, the annual not to exceed subsidy is set at \$336,401.
- E. For the period July 1, 2023 through June 30, 2024, the annual not to exceed subsidy is set at \$350,094.

2. Adopt the Performance Goals for the operation of Imperial Valley Transit
3. Adopt the Performance Goals for the operation of the IVT Blue, Green and Gold Lines
4. Direct staff to terminate for convenience the FY 2019 IVT contract extension approved on June 28, 2019.

B. Competitive Bid Process for the IVT ACCESS ADA Paratransit System – 5 Year Operating Agreement, FY 2019-20 to FY 2023-24 Page 82

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

1. Authorize the Chairman to sign an operating agreement with FIRST TRANSIT, INC. for the continued operation of IVT ACCESS with an annual not to exceed annual operating subsidy (as listed), with an annual not to exceed up to 5% marketing allowance, with an annual fuel escalator clause:
  - A. For the period August 1, 2019 through June 30, 2020, the annual not to exceed subsidy is set at \$1,254,303.
  - B. For the period July 1, 2020 through June 30, 2021, the annual not to exceed subsidy is set at \$1,440,415.
  - C. For the period July 1, 2021 through June 30, 2022 the annual not to exceed subsidy is set at \$1,503,249.
  - D. For the period July 1, 2022 through June 30, 2023, the annual not to exceed subsidy is set at \$1,555,164.
  - E. For the period July 1, 2023 through June 30, 2024, the annual not to exceed subsidy is set at \$1,641,553.
2. Adopt the Performance Goals for the operation of IVT ACCESS
3. Direct staff to terminate for convenience the FY 2019 IVT ACCESS contract extension approved on June 28, 2019.

C. Competitive Bid Process for the IVT MedTrans Paratransit System – 5 Year Operating Agreement, FY 2019-20 to FY 2023-24 Page 129

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

1. Authorize the Chairman to sign an operating agreement with FIRST TRANSIT, INC. for the continued operation of IVT MedTrans with an annual not to exceed annual operating subsidy (as listed), with an annual not to exceed up to 5% marketing allowance, with an annual fuel escalator clause:
  - A. For the period August 1, 2019 through June 30, 2020, the annual not to exceed subsidy is set at \$440,330.
  - B. For the period July 1, 2020 through June 30, 2021, the annual not to exceed subsidy is set at \$507,041.
  - C. For the period July 1, 2021 through June 30, 2022 the annual not to exceed subsidy is set at \$531,401.
  - D. For the period July 1, 2022 through June 30, 2023, the annual not to exceed subsidy is set at \$550,076.
  - E. For the period July 1, 2023 through June 30, 2024, the annual not to exceed subsidy is set at \$594,555.
2. Adopt the Performance Goals for the operation of IVT MedTrans
3. Direct staff to terminate for convenience the FY 2019 IVT MedTrans contract extension approved on June 28, 2019.

- D. Competitive Bid Process for the IVT RIDE Paratransit System – 5 Year Operating Agreement, FY 2019-20 to FY 2023-24 Page 176

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

1. Authorize the Chairman to sign an operating agreement with FIRST TRANSIT, INC. for the continued operation of IVT RIDE with an annual not to exceed annual operating subsidy (as listed), with an annual not to exceed up to 5% marketing allowance, with an annual fuel escalator clause:

**BRAWLEY**

- A. For the period August 1, 2019 through June 30, 2020, the annual not to exceed subsidy is set at \$219,637.
- B. For the period July 1, 2020 through June 30, 2021, the annual not to exceed subsidy is set at \$252,851.
- C. For the period July 1, 2021 through June 30, 2022 the annual not to exceed subsidy is set at \$262,324.
- D. For the period July 1, 2022 through June 30, 2023, the annual not to exceed subsidy is set at \$270,493.
- E. For the period July 1, 2023 through June 30, 2024, the annual not to exceed subsidy is set at \$285,244.

**CALEXICO**

- A. For the period August 1, 2019 through June 30, 2020, the annual not to exceed subsidy is set at \$362,770.
- B. For the period July 1, 2020 through June 30, 2021, the annual not to exceed subsidy is set at \$417,628.
- C. For the period July 1, 2021 through June 30, 2022 the annual not to exceed subsidy is set at \$433,275.
- D. For the period July 1, 2022 through June 30, 2023, the annual not to exceed subsidy is set at \$446,767.
- E. For the period July 1, 2023 through June 30, 2024, the annual not to exceed subsidy is set at \$471,132.

**EL CENTRO- IMPERIAL-HEBER**

- A. For the period August 1, 2019 through June 30, 2020, the annual not to exceed subsidy is set at \$748,201.
- B. For the period July 1, 2020 through June 30, 2021, the annual not to exceed subsidy is set at \$861,344.
- C. For the period July 1, 2021 through June 30, 2022 the annual not to exceed subsidy is set at \$893,616.
- D. For the period July 1, 2022 through June 30, 2023, the annual not to exceed subsidy is set at \$921,442.
- E. For the period July 1, 2023 through June 30, 2024, the annual not to exceed subsidy is set at \$971,693.

**WEST SHORES**

- A. For the period August 1, 2019 through June 30, 2020, the annual not to exceed subsidy is set at \$46,780.
- B. For the period July 1, 2020 through June 30, 2021, the annual not to exceed subsidy is set at \$53,854.
- C. For the period July 1, 2021 through June 30, 2022 the annual not to exceed subsidy is set at \$55,872.
- D. For the period July 1, 2022 through June 30, 2023, the annual not to exceed subsidy is set at \$57,612.
- E. For the period July 1, 2023 through June 30, 2024, the annual not to exceed subsidy is set at \$60,754.



2. Adopt the Performance Goals for the operation of IVT RIDE for Brawley, Calexico, El Centro-Imperial-Heber and the West Shores.
3. Direct staff to terminate for convenience the FY 2019 IVT RIDE contract extensions approved on June 28, 2019.

- E. Legal Services Agreement – County of Imperial – Imperial County Transportation Commission (ICTC) FY 2019-20to FY 2020-21 Page 228

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

1. Authorize the Chairperson to sign the agreement for the continuation of legal services between the County of Imperial and the Imperial County Transportation Commission for an annual fee not to exceed \$30,000, effective July 1, 2019 through June 30, 2021.
2. Direct staff to forward the agreement to the County of Imperial.

- F. Transportation Development Act (TDA) and Program Fiscal Audits for FY 2017-18 Page 234

1. Receive and file the Transportation Development Act and other program fiscal audits for the Imperial County Transportation Commission, for FY 2017-18.
2. Direct staff to transmit the fiscal audits to the State Controller’s Office.

**VII. INFORMATION CALENDAR**

- A. Restrooms at El Centro Transfer Terminal Page 312

A staff report from the City of El Centro is attached to the agenda for your review.

**VIII. NEXT MEETING DATE AND PLACE**

- A. The next meeting of the Management Committee will be on **Wednesday, August 14, 2019 at 10:30 a.m.**, at the **City of Calipatria**, Calipatria, CA.

**IX. ADJOURNMENT**

- A. Motion to Adjourn

# **IV. CONSENT CALENDAR**

## **IV. CONSENT CALENDAR**

- A. APPROVAL OF MANAGEMENT COMMITTEE DRAFT  
MINUTES:  
JUNE 12, 2019
- B. RECEIVE AND FILE:
  - 1. ICTC COMMISSION MEETING  
MAY 22, 2019

**IMPERIAL COUNTY TRANSPORTATION COMMISSION  
MANAGEMENT COMMITTEE**

**DRAFT** MINUTES OF June 12, 2019

**10:30 a.m.**

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**VOTING MEMBERS PRESENT:**

City of Brawley	Rosanna Bayon Moore
City of Calexico	David Dale
City of El Centro	Marcela Piedra
City of Holtville	Nick Wells
City of Imperial	Stefan Chatwin
County of Imperial	Esperanza Colio-Warren

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

**OTHERS PRESENT:** David Salgado: SCAG; Beth Landrum, Bing Luu, Jesus “Chi” Vargas: Caltrans; Liz Zarate: City of El Centro

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The following minutes are listed as they were acted upon by the Imperial County Transportation Commission Management Committee and as listed on the agenda for the meeting held Wednesday, June 12, 2019 together with staff reports and related documents attached thereto and incorporated therein by reference.

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

Chair Wells called the Committee meeting to order at 10:42 a.m. Roll call was taken, and a quorum was present at that time.

**II. EMERGENCY ITEMS**

A. There were none.

**III. PUBLIC COMMENTS**

There were none.

**IV. CONSENT ITEMS**

A motion was made by [Bayon Moore](#) seconded by [Piedra](#) to approve the consent calendar as presented, items A through H: **Motion carried unanimously.**

A. Approved Management Committee Minutes for May 8, 2019

B. Received and Filed:

1. ICTC TAC Minutes for May 23, 2019
2. ICTC SSTAC Minutes for May 1, 2019

C. FY 2019-20 Fourth Revision to Memorandum of Understanding (MOU); ICTC - Quechan Indian Tribe - Yuma County Intergovernmental Public Transit Authority (YCIPTA) for Turquoise Route #10 and Blue Route #5

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

1. Authorize the Chairperson to sign the Fourth Extension to the Memorandum of Understanding (MOU) between the Yuma County Intergovernmental Public Transportation Authority (YCIPTA), The Imperial County Transportation Commission (ICTC) and the Quechan Indian Tribe for the continued implementation and operation of a regional connector bus service (YCAT **Turquoise** #10) between

Yuma AZ, Winterhaven and El Centro, California; and, a circulator route from Yuma with stops in the eastern Imperial County area (YCAT **Blue** #5) effective July 1, 2019 through June 30, 2020 and provide a not to exceed subsidy to the Quechan Tribe and YCIPTA in an amount of \$158,262.71.

- D. Contract Extension for the **IMPERIAL VALLEY TRANSIT (IVT)**; Fixed Route Bus System - Operating Agreement, FY 2019-20

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

1. Authorize the Chairman to sign a one-year extension to the operating agreement with FIRST TRANSIT, INC. for the operation of the IVT fixed route bus system, for the period July 1, 2019 through June 30, 2020:
  - a. The cost for IVT shall be based upon the pricing as provided in the original contract option year pricing sheet dated April 2011, adjusted for the FY 2019-20 year at fixed costs of \$73,300.08 monthly and variable hourly costs at \$75.81 per hour for an average of 2,830 hours monthly, farebox established at 17%,
  - b. The cost for IVT Blue and Green Lines line shall be based upon the pricing as provided in the original contract option year pricing sheet dated April 2011, adjusted for the FY 2019-20 year at fixed costs of \$13,889.84 monthly and variable hourly costs at \$75.81 per hour for an average of 524 hours monthly, farebox established at 4%,
  - c. The cost for IVT Gold Line shall be based upon the pricing as provided in the original contract option year pricing sheet dated April 2011, adjusted for the FY 2019-20 year at fixed costs of \$0.00 monthly and variable hourly costs at \$75.81 per hour for an average of 272 hours monthly, farebox established at 4%,
  - d. With an annual not to exceed up to 5% marketing allowance and an annual fuel escalator clause.

- E. Contract Extension for the **IVT ACCESS**; ADA Paratransit Services - Operating Agreement, FY 2019-20

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

1. Authorize the Chairman to sign a one-year extension to the operating agreement with FIRST TRANSIT, INC. for the operation of the IVT ACCESS Paratransit Service, for the period July 1, 2019 through June 30, 2020:
  - a. The cost shall be based upon the pricing as provided in the original contract option year pricing sheet dated April 2011, adjusted for the FY 2019-20 year at fixed costs of \$40,408.58 monthly and variable hourly costs at \$71.16 per hour for an average of 1,130 hours monthly, farebox established at 10%, with an annual not to exceed up to 5% marketing allowance and an annual fuel escalator clause.

- F. Contract Extension for the Coordination of Public Dial-a-Ride Paratransit Services – IVT RIDE El Centro Agreement FY 2019-20

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

1. Authorize the Chairman to sign an extension to the operating agreement with FIRST TRANSIT, INC. for the operation of the IVT RIDE Paratransit Service for the period July 1, 2019 through June 30, 2020 with an annual not to exceed operating subsidy, with an annual not to exceed up to 5% marketing allowance, with an annual fuel escalator clause:
    - a. El Centro Service Area - For the period July 1, 2019 through June 30, 2020, the annual not to exceed subsidy is set at \$617,943.
    - b. Heber Service Area - For the period July 1, 2019 through June 30, 2020, the annual not to exceed subsidy is set at \$68,432.
- G. Contract Extension for the Coordination of Public Dial-a-Ride Paratransit Services –IVT RIDE Brawley-Calexico-Imperial-West Shores Agreement FY 2019-20

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

1. Authorize the Chairman to sign an extension to the operating agreement with FIRST TRANSIT, INC. for the operation of the IVT RIDE Paratransit Service for the period July 1, 2019 through June 30, 2020 with an annual not to exceed operating subsidy, with an annual not to exceed up to 5% marketing allowance, with an annual fuel escalator clause:
    - a. Brawley Service Area - For the period July 1, 2019 through June 30, 2020, the annual not to exceed subsidy is set at \$291,437.
    - b. Calexico Service Area - For the period July 1, 2019 through June 30, 2020, the annual not to exceed subsidy is set at \$409,961.
    - c. Imperial Service Area - For the period July 1, 2019 through June 30, 2020, the annual not to exceed subsidy is set at \$198,733.
    - d. West Shores Service Area - For the period July 1, 2019 through June 30, 2020, the annual not to exceed subsidy is set at \$75,875.
- H. Contract Extension for the IVT MedTrans; non-emergency transportation to medical facilities in San Diego - Operating Agreement, FY 2019-20

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

1. Authorize the Chairman to sign a one year extension to the operating agreement with FIRST TRANSIT, INC. for the operation of the IVT MedTrans Paratransit Service, for the period July 1, 2019 through June 30, 2020, the annual not to exceed subsidy is set at \$434,829, with an annual not to exceed up to 5% marketing allowance and an annual fuel escalator clause.

## V. REPORTS

- A. ICTC Executive Director  
Updates were provided by Mr. Baza regarding the following:
- Forecast for July Management Committee and/or Commission Meetings:
    - o Long-term contracts for all transit operations: IVT, IVT Access, IVT Ride, IVT MedTrans
    - o Legal services contract adoption for ICTC and LTA
    - o FTA 5310 Grant Mobility Coordination Submittal
    - o ICTC Audit Report for FY 2017-18

- On June 3rd to 5th Executive Director Baza and other members of Mobility 21 met with various representatives and/or staff to promote our Southern California federal transportation priorities. Notable priorities to: Provide a Long-Term Transportation Funding Solution; Restore the Highway Trust Fund with new revenues for highway and transit programs; and support programs that provide funds to freight corridors, such as, Imperial Valley's agriculture exports and cross-border trade corridor with Mexico. Most representatives were supportive to these priorities but were not optimistic of achieving a robust transportation bill before the election seems remote. Members of the Transportation and Infrastructure Committee will continue to pursue funding and program strategies. With the help of County staff and DC Lobbyist, ED Baza also met with Border Patrol Management to request \$2.3 million toward completion of the SR 86 Border Patrol Checkpoint Expansion – Positive support was expressed but no funds were committed. Additional efforts will be pursued to seek support from our California/Imperial representatives, and a specific letter of request to the Commissioner of Customs and Border Protection.
  - In December 2018, staff met with Assembly member Eduardo Garcia and his staff to discuss legislation that would amend ICTC's authority to include non-transportation programs. Draft legislation is starting to go through committees in Sacramento. The goal of the Bill is to give ICTC authority to address or carry out non-transportation programs. If we are successful, the legislation will become effective in January 2020. The Bill was approved on Consent with the Assembly Transportation Committee on April 22, 2019 and is on Consent agenda with the Senate Transportation Committee on June 11, 2019.
  - The 5<sup>th</sup> Annual Imperial Valley Economic Summit and General Assembly was held on May 30, 2019. Our keynote speakers were Jim Madaffer of Enterprise, Inc. gave an overview of Smart and Connected Cities and future transportation technology; Michael Bracken of Development Management Group, gave a summary of Imperial Valley's economy in relation to the State, National and World economy; Sunne Wright McPeak of California Emerging Technology Fund, provided an overview of Broadband technologies and opportunities for our communities; and, Bill Higgins of California Association of Council of Governments, discussed ICTC's future opportunities for non-transportation programs with the proposed passage of AB 335. Panel discussions included: "Access to Education"; "Environment"; "Access to Capital"; "Bi-national Opportunities" and, "Infrastructure." We also had an overview of SCAG's long-term regional transportation plan "Connect SoCal" by Kome Ajise, SCAG Executive Director. Thank you to all our speakers for your participation, and to all attendees for your continued support. We had approximately 150 registrations. We also had 11 sponsors with a total of \$13,250 in revenue (excluding in-kind). This is a slight improvement in sponsor support. It compares to \$12,500 in 2018 and \$11,500 in 2017.
  - A complete list of ICTC updates can be found on Page 76 of the agenda.
- B. Southern California Association of Governments (SCAG)  
Updates were provided by Mr. Salgado regarding the following:
- The SCAG Demographic Workshop is scheduled for June 11, 2019. All information is posted on the [www.scag.ca.gov](http://www.scag.ca.gov) website.
  - SCAG will be going dark in July.
  - Thanked all that attended the SCAG Connect SoCal Workshop held in El Centro.
- C. Caltrans Department of Transportation – District 11
- Mr. Vargas, Ms. Landrum and Mr. Bing all provided Caltrans updates; the full report is located on page 86 of the agenda.
- D. Committee Member Reports

**VI. ACTION CALENDAR****A. Calexico West Port of Entry Traffic Circulation Plan**

Ms. Mendoza presented this item and provided a PowerPoint presentation. Mr. Dale thanked Ms. Mendoza and Mr. Baza for all their work on the Calexico Traffic Management Plan. Mr. Dale did mention that the city of Calexico will be requesting additional LTA funds for traffic controllers in Calexico.

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

1. Approve the Calexico West Port of Entry Traffic Circulation Plan

A motion was made by [Piedra](#) seconded by [Colio-Warren](#). **Motion carried unanimously.**

**B. ICTC Overall Work Program (OWP) and Budget FY 2018-2019**

Mr. Aguirre reviewed the FY 2019-20 budget with the Committee.

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

1. Approve the FY 2018-19 Overall Work Program and Transit Finance Plan Budget

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

**C. Local Transportation Authority (LTA) 1% Administrative Budget**

Mr. Aguirre reviewed the FY 2019-20 LTA budget with the Committee.

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

1. Approve the 1% administrative services budget for the LTA for FY 2019-20.

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

**D. 2<sup>nd</sup> Competitive Bid for the IVT RIDE– Public Outreach and Marketing Services – FY 2020-2022**

Ms. Williams presented the item to the Committee.

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

1. Authorize the Chairman to sign the IVT RIDE Public Outreach and Marketing Consultant Agreement with the firm of NSD Investments Inc. DBA Spectrum Advertising for the not to exceed fee of \$149,500, effective July 1, 2019 through June 30, 2022.

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

- E. 2<sup>nd</sup> Competitive Bid for the IVT MedTrans Paratransit– Public Outreach and Marketing Services – FY 2020-2022

Ms. Williams presented the item to the Committee.

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

- 1. Authorize the Chairman to sign the IVT MedTrans Public Outreach and Marketing Consultant Agreement with the firm of Franklin Lee Enterprises L.L.C. dba CONVEYOR GROUP, for the not to exceed fee of \$149,820, effective July 1, 2019 through June 30, 2022.

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

## VII. INFORMATION / DISCUSSION CALENDAR

- A. Human Resource Services Update

Mr. Baza confirmed that ICTC will not be pursuing a new HR contract for the moment and would be open to any agency recommendations. He also mentioned that he welcomes future conversations, but staff will remain doing business as usual for now.

## VIII. NEXT MEETING DATE AND PLACE

The next meeting of the **Management Committee** will be held on **July 10, 2019** at the **City of Calexico**, Calexico, CA.

## IX. ADJOURNMENT

- A. Meeting adjourned at 12:25 p.m.



**IMPERIAL COUNTY TRANSPORTATION COMMISSION**

**DRAFT MINUTES FOR May 22, 2019**

**6:00 p.m.**

**VOTING MEMBERS PRESENT:**

City of Brawley	George Nava
City of Calipatria	Maria Nava-Froelich
City of Calexico	Lewis Pacheco
City of El Centro	Cheryl Viegas-Walker
City of Holtville	James Predmore
City of Imperial	Robert Amparano (Chair)
City of Westmorland	Larry Ritchie
County of Imperial	Luis Plancarte
County of Imperial	Ryan Kelley

**NON-VOTING MEMBERS PRESENT:** Caltrans District 11 Cory Binns

**STAFF PRESENT:** Mark Baza, Kathi Williams, David Aguirre, Maricela Galarza, Gustavo Gomez, Cristi Lerma

**OTHERS PRESENT:** David Salgado: SCAG, Eric Havens: County Counsel, Jesus Vargas: Caltrans, Cesar Sanchez: First Transit, William Roller: I.V. Press.

The following action minutes are listed as they were acted upon by the Imperial County Transportation Commission and as listed on the agenda for the meeting held Wednesday, May 22, 2019 together with staff reports and related documents attached thereto and incorporated therein by reference.

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

Chair Amparano called the Commission meeting to order at 6:08 p.m. Roll call was taken and a quorum was present.

**II. EMERGENCY ITEMS**

There were none.

**III. PUBLIC COMMENTS**

There were none.

**IV. CONSENT CALENDAR**

Item C was pulled from the consent calendar. Ms. Viegas-Walker had questions regarding the sole source procurement.

Item E was pulled from the agenda until contract is discussed further with legal.

A motion was made by Viegas-Walker and seconded by Predmore to approve the consent items A, B and D. **Motion Carried** unanimously.

- |    |  |                |
|----|--|----------------|
| A. | Approved of the ICTC Commission Draft Minutes: | April 24, 2019 |
| B. | Received and Filed:                            |                |
|    | 1. ICTC Management Committee Draft Minutes:    | May 15, 2019   |
|    | 2. ICTC TAC Minutes:                           | April 4, 2019  |
|    | 3. ICTC SSTAC Minutes:                         | April 3, 2019  |

- C. Extension of the Transit Drug and Alcohol Auditor Agreement, LPM and Associates, FY 2019-20 through FY 2020-21

Ms. Williams explained that the consultant is selected through a sole source procurement because the FTA has strict guidelines about the nature of the Drug and Alcohol Audit. This audit is a part of the FTA Triennial Audit.

1. Authorized the ICTC Chairperson to sign the two-year extension to the agreement for transit drug and alcohol auditing and reporting services with the firm of LPM and Associates for the not to exceed annual fee of \$12,000 effective November 1, 2019 through November 30, 2021

A motion was made by **Viegas-Walker** and seconded by **Nava-Froelich**, **Motion Carried** unanimously.

- D. Request to Authorize travel for an ICTC Commission Member to attend the CalCOG Board Meeting on May 29, 2019

1. Approved travel for Commissioner Cheryl Viegas-Walker to attend the CALCOG Board Meeting on May 29, 2019 for an estimated expenditure amount of \$250.00

- E. Legal Services Agreement – County of Imperial – Imperial County Transportation Commission (ICTC) FY 2019-20to FY 2020-21

Item pulled.

1. Authorize the Chairperson to sign the agreement for the continuation of legal services between the County of Imperial and the Imperial County Transportation Commission for an annual fee not to exceed \$20,000, effective July 1, 2019 through June 30, 2021.
2. Direct staff to forward the agreement to the County of Imperial.

## V. REPORTS

- A. ICTC Executive Director  
- A full list of updates and announcements can be found on page 35 of the agenda.
- B. Southern California Association of Governments (SCAG)  
- A full list of updates and announcements can be found on page 52 of the agenda.
- C. California Department of Transportation (Caltrans)  
- A full list of updates and announcements can be found on page 58 of the agenda.
- D. Commission Member Reports  
- Commissioners had various announcements regarding events occurring in their jurisdiction.

## VI. ACTION CALENDER

- A. 2019 Public Transit Fare Analysis – Award Recommendation  
The Management Committee met on May 15, 2019 and forwarded this item to the Commission for review and approval after public comment, if any. Mr. Aguirre presented this item to the Commission

1. Approved the award of the Agreement for the 2019 Public Transit Fare Analysis to AECOM in the amount of \$149,379.
2. Authorized the Chairperson to sign the agreement.

A motion was made by **Predmore** and seconded by **Nava-Froelich**, **Motion Carried** unanimously.

## VII. INFORMATION CALENDAR

- A. Mobility Coordination Project Update - Federal Transit Administration (FTA) Section 5310 Grant Program for Elderly and Disabled Transportation Services

Mr. Gomez provided the Commission with examples of the Mobility Coordination Activities of the 3<sup>rd</sup> quarter for FY 2018-19. For a complete list, go to page 99 of the agenda.

## VII. CLOSED SESSION

- A. A motion was made by **Nava** seconded by **Nava-Froelich**, to proceed into **Closed Session**.
- B. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code §54957) Title: ICTC Executive Director
- C. CONFERENCE WITH LABOR NEGOTIATORS (Government Code §54957.6)  
Agency Designated Representative: Eric Havens  
Unrepresented Employee: Executive Director
- D. The Board met in Closed Session, direction was given under (Government Code §54957 and §54957.6) and no actions were taken.

## VIII. NEXT MEETING DATE AND PLACE

- A. The next meeting of the **Imperial County Transportation Commission** will be held on **Wednesday, June 26, 2019 at 6:00 p.m.**, at the **County of Imperial Board Chambers**, at 940 W. Main Street, El Centro, CA.

## IX. ADJOURNMENT

- A. Meeting adjourned at 7:02 p.m.



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

July 3, 2019

ICTC Management Committee  
Imperial County Transportation Commission  
1503 N. Imperial Avenue, Suite 104  
El Centro, CA 92243

SUBJECT: Federal Transit Administration (FTA) Section 5310 Grant Program for Elderly and Disabled Transportation Services FY 2018-20 – ICTC grant application

Dear Committee Members:

Caltrans administers a federal grant program primarily designed for non-profit agencies to acquire vehicles and other related equipment in support of social service and transit services. The program is designed for non-profit agencies that provide, or are capable of providing social services transportation. It is first competitive locally and then again on a statewide basis.

Caltrans has announced a call for projects for the FY 2018-20 FTA 5310 Grant program. Historically, the FTA 5310 program was limited to rolling stock bus purchases and replacements. But the program is continuing to include funding for operations expenses and mobility management program functions.

It is staff's recommendation to continue our Regional Mobility Coordination program and submit a funding request for a second time, one (1) application for FTA 5310 funding. The applications are due to Caltrans no later than September 6<sup>th</sup>, 2019. The grant approval process is expected to be completed by Caltrans in approximately March 2020.

The funding is anticipated to cover the loaded cost of staff and activities to maintain the Regional Mobility Coordination Program. The grant amount to be applied for is estimated to be around \$400,000 for two (2) year period.

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

The Regional Mobility Coordinator position and administrative staff proposed will be responsible to assist the implementation in the following programs:

1. Continue the implementation of the consultant prepared *2014 Human Services – Public Transit Coordinated Plan*, which included to using a bilingual Mobility Coordinator to bridge the gap between current public transit service providers, human service agencies, social service agencies and the senior citizen and disabled communities of Imperial County.
2. Continue the implementation of the recommendations that the consultant prepared, *2014 ADA Certification and Eligibility Process, Demand Management Project*. This includes the eligibility and certification process for the Americans with disabilities paratransit service known as IVT Access.
3. Continue to promote, facilitate, educate, and help streamline transition between transportation services particularly for seniors and people with disabilities including scheduling mobility training.


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

1. Authorize the Executive Director or his designee to submit an FTA 5310 FY 2018-20 Grant, execute all required documents and any amendments with the California Department of Transportation, in an estimated amount of \$400,000 for the funding of the Regional Mobility Coordination Program.
2. Authorize the ICTC Chairperson to sign the attached resolution
3. Direct staff to forward the FTA 5310 Grant Application and associated documentation to the California Department of Transportation.

Sincerely,

MARK BAZA  
Executive Director

BY:

  
David Aguirre  
Transit Programs Manager

MB/da//gg

**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 5310, 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 capital projects for non-urbanized public transportation systems under Section 5310 of the Federal Transit Act (FTA C 9070.1G); and

**WHEREAS**, the California Department of Transportation (Department) has been designated by the Governor of the State of California to administer Section 5310 grants for transportation projects that enhance mobility of seniors and individuals with disabilities; and

**WHEREAS**, ICTC desires to apply for said financial assistance to permit "mobility management" programs to integrate and coordinate existing public transportation services with other transportation providers in order to increase the availability of transportation services; and

**WHEREAS**, ICTC will ensure the programming of the FTA 5310 funds in the Federal Transportation Improvement Program (FTIP); 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 Executive Director or his designee, to file and execute applications on behalf of ICTC with the Department to aid in the financing of capital projects pursuant to Section 5310 of the Federal Transit Act (FTA C 9070.1G), as amended.

1. That 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 Executive Director or his designee, is authorized to provide additional information as the Department may require in connection with the application for the Section 5310 projects.
3. That the Executive Director or his designee, is authorized to submit and approve request for reimbursement of funds from the Department for the Section 5310 project(s).

**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. REPORTS** **Λ BEBOBLS**

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



1503 N IMPERIAL AVE SUITE 104  
EL CENTRO, CA 92243-2875  
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## Memorandum

**Date:** July 2, 2019  
**To:** ICTC Committee Members  
**From:** Mark Baza, Executive Director  
**Re:** Executive Director's Report

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The following is a summary of the Executive Director's Report for the ICTC Committee Meeting on July 10, 2019

- 1) **Forecast for August Management Committee and/or Commission Meetings:**
  1. August meetings are pending need for action items for Commission approval.
- 2) **Assembly Bill 335 (Garcia):** In December 2018, staff met with Assemblymember Eduardo Garcia and his staff to discuss legislation that would amend ICTC's authority to include non-transportation programs. *Draft legislation is starting to go through committees in Sacramento. The goal of the Bill is to give ICTC authority to address or carry out non-transportation programs. The Bill was approved on Consent with the Assembly Transportation Committee on April 22, 2019, and on Consent with the Senate Transportation Committee on June 11, 2019. The Governor signed the Bill on June 26, 2019. AB 335 will become effective in January 2020. Staff at the City of El Centro, County Public Works will be meeting to establish transition process for IVRMA and SAFE programs.*
- 3) **SR-78/Glamis Multiuse Grade Separated Crossing Feasibility Study:** *The study will analyze and develop feasible design alternatives and locations for a Grade Separated Crossing (GSC) for Off-Highway Vehicle (OHV) use at or near SR-78 and the Union Pacific Railroad (UPRR) in Imperial County. The successful consultant will provide conceptual GSC design alternatives, analysis of site alternatives, public/stakeholder outreach and cost estimates for construction, operations and maintenance. The Request for Proposal was released July 3, 2019.*
- 4) **I-8 / Imperial Avenue Interchange Reconstruction:** ICTC staff submitted the 2018 State Transportation Improvement Plan to the CTC on December 15, 2017. Caltrans is working to complete the right-of-way acquisition, utility relocation and final design. As presented to the CTC, the current schedule to begin construction is in FY 2019/2020. Mr. Baza presented the STIP recommendations to the CTC at the STIP Hearing on January 25, 2018. The 2018 STIP was adopted by CTC at the March 2018 meeting. *ICTC staff coordinated a meeting with Caltrans and City of El Centro staff to discuss the project schedule of the interchange and the Imperial Avenue Extension South projects. The project schedules will be compatible and the closure of the I-8/Imperial Avenue Interchange Bridge is scheduled to begin February 2020.*
- 5) **Calexico West Port of Entry Traffic Circulation Plan:** Caltrans authorized a special planning grant to perform a traffic management study to assist the City of Calexico and the Imperial Valley region to analyze and propose traffic management strategies and alternatives to serve traffic flow for the Calexico West Port of Entry expansion. SCAG, Caltrans and ICTC have led the Traffic Circulation Plan in partnership with the City of Calexico, Customs and Border Protection and General Services Administration. The Request for Proposals (RFP) was completed and the consultant selected was KOA. A series of public stakeholder meetings were held



to develop the Plan in preparation for the north and southbound port of entry openings in July and September 2018. In November 2018, the consultant team conducted traffic counts and field observations to analyze the traffic after the north and southbound traffic shifts have been in operation and will be presenting draft recommendations for traffic management in preparation for the opening of Cesar Chavez Blvd. The technical workgroup met on March 5, 2019, to discuss the Draft Plan. A Public Workshop was held on April, 18, 2019, at the Carmen Durazo Cultural Arts Center between the hours of 10:00 am to 1:00 pm and 3:00 pm to 6:00 pm. *The draft Traffic Circulation Plan is scheduled for adoption at the June Commission meeting.*

- 6) **State Route 86 (Northbound) Border Patrol Checkpoint:** In August 2017 following a year of coordination, Caltrans, the County of Imperial and ICTC met with CBP management and operations staff achieved consensus for a new conceptual alternative prepared by Caltrans. The LTA Board met on September 27, 2017, staff presented the Board with a fund request for \$1.3 million from the 5% Regional Highway Set-Aside from the Measure D allocations. A Consultant Agreement with AECOM for design and construction engineering was approved by the LTA on February 28, 2018. Currently design is underway. A draft of 35% plans were completed and submitted for review on October 12, 2018. Input from all stakeholders is still pending to proceed with 65% design. *A meeting was held on April 23<sup>rd</sup> at the ICTC offices to review the 65% design. A draft of 90% plans are scheduled for completion in August 2019.*
- 7) **State Route 98 and Cesar Chavez Blvd.:** As part of the POE Expansion project, SR-98 and Cesar Chavez Boulevard are being widened and improved to serve the expansion to the west. *Caltrans' SR-98 work between VV Williams and Ollie Avenue was completed in March 2018. Caltrans is working on a second segment on SR-98 between Rockwood Avenue and Ollie Avenue is in the design and right-of-way phase and is anticipated to begin construction in spring 2020. ICTC and Caltrans submitted a grant application through SB 1 Trade Corridor Enhancement Program. The CTC approved \$3.4 million from the SB 1 Trade Corridor Enhancement Program to complete construction for SR 98. Cesar Chavez Blvd has been completed and open to the public. A ribbon cutting ceremony was held on June 26, 2019 at 9 a.m. at Cesar Chavez and 2<sup>nd</sup> St.*
- 8) **FY 2019 Public Transit Fare Analysis:** The Request for Proposal for a consultant for the ICTC FY 2019 Public Transit Fare Analysis was released on March 1, 2019. The project is for professional services to develop a Public Transit Fare Pricing Analysis. This planning document is expected to provide recommendations for the current fares/fee structure and media for the four public transit services under the Imperial Valley Transit brand for the next three to five years. *The award recommendation was approved at the May 22, 2019 Commission meeting. AECOM was selected to complete the Analysis. A project kick-off meeting was held on June 20, 2019.*
- 9) **FY 2019 IVT, IVT ACCESS, IVT RIDE and IVT MedTrans Public Transit Services Projects:** The four Request for Proposals for the continuation of the four public transit services were released on March 27, 2019. The project is for professional services to continue the fixed route bus system and three paratransit services currently in place for the next three to five years. *Recommendations will go to the Commission in July.*
- 10) **Federal Triennial Review:** The Federal Transit Administration (FTA) is conducting a Triennial Review of the Imperial County Transportation Commission in early 2019. The review determines whether a grant recipient and its subrecipients are administering its FTA-funded programs in accordance with 49 U.S.C. Chapter 53, Federal transit law provisions. It assesses the recipient's management practices and program implementation to ensure that the programs are administered in accordance with FTA requirements and are meeting program objectives. Grant subrecipients that may be included in this cycle include the Cities of Brawley, El Centro and Imperial for the transfer terminal projects. *Site visits are scheduled for October 2019.*
- 11) **SR-186 Bridge Replacement over the All American Canal:** *Caltrans has led a feasibility study for the replacement of the SR-186 Bridge over the All American Canal. The stakeholders that have been involved in this effort include the U.S. Bureau of Reclamation (BOR), the Imperial Irrigation District (IID), Caltrans and ICTC. As a follow-up, BOR is moving forward with their commitment to issue a media release regarding the future public closure of the bridge carrying SR-186 over the All-American Canal. The BOR anticipates issuing the media release in 1-3 weeks requesting for Caltrans to provide a new public crossing by 2025 to ensure public access is maintained.*

- 12) **Imperial Mexicali Binational Alliance Meeting:** *The next IMBA meeting is scheduled for July 11, 2019 at the CDEM office in the City of Mexicali.*
- 13) **2018 Trade Corridor Enhancement Program:** The Trade Corridor Enhancement Program (TCEP), created by Senate Bill (SB) 1 (Beall, Chapter 5, Statutes of 2017), provides approximately \$300 million annually for infrastructure improvements on federally designated Trade Corridors of National and Regional Significance, on the Primary Freight Network, and along other corridors that have a high volume of freight movement. ICTC in partnership with Caltrans and the San Diego Association of Governments (SANDAG) were successful in receiving TCEP funds for Advanced Technology Corridors at the California-Mexico Ports of Entry (POE). The goal project is to implement Intelligent Transportation System (ITS) strategies that will improve border travel delays. Some of the ITS strategies will include Bluetooth and Wi-Fi readers to help track vehicle delays, as well as implement changeable message signs on State Routes to inform border travelers of POE delays. Caltrans will serve as the implementing agency of this project and has an estimated completion date of early 2020. *Caltrans has initiated the environmental phase and preliminary design of the project. TCEP funds will be used in collaboration with the BUILD grant award for the design and construction phases.*
- 14) **State Legislation for Transportation Funding – SB 1 Road Maintenance and Rehabilitation Account (RMRA):** \$1.5 Billion annually will go to cities and counties for local road improvements. The following are projected annual revenues of RMRA for the Cities and the County of Imperial for FY 2018/2019. This list of projects for all cities and the county can also be found on the ICTC website at: <http://www.imperialctc.org/senate-bill-1/>

The following is a list of projects funded by SB1 for FY 2018-2019.

Agency	Project
Brawley	Rehabilitation of Legion Street from Highway 86 to Evelyn Street
Brawley	Street Rehabilitation – Phase 11
Calexico	Cesar Chavez Boulevard Improvement
Calexico	De Las Flores Street Improvement
Calexico	Second Street Bridge
Calipatria	Freeman Street Rehabilitation between Brown and Commercial Avenues
El Centro	2018 Streets Overlay and Rehabilitation Project
Holtville	Citywide Pavement Rehabilitation Project
Imperial	Storm Drain Installation – Northwest Quadrant of City – Continuing
Imperial County	Includes a total of 70 road improvement projects. List can be found on the <a href="#">ICTC website here</a> .
Westmorland	North H Street Improvements
Westmorland	Street Rehabilitation Program – Phase 2
Caltrans/ICTC	Calexico East Port of Entry Truck Crossing Improvements
Caltrans	State Route 111 from State Route 98 to Ross Avenue near Calexico
Caltrans	State Route 98 from Rockwood Avenue to east of Cole Road near Calexico
Caltrans	Bridges on Interstate 8 and State Route 86, 98, 11 and 186
Caltrans	State Route 86 from I Street to Brandt Road near Brawley
Caltrans	State Route 86 south of B Street to Martin Road near Westmorland

*Below are the projected annual revenues for FY 2019/2020. Deadline to submit a list of projects to CTC is May 1, 2019. All Imperial County cities and the county are required to submit their list of projects in order to be eligible for funding distribution.*

Agency	RMRA Amount FY 2019-2020
Brawley	\$453,796
Calexico	\$681,911
Calipatria	\$127,530
El Centro	\$766,589

Holtville	\$107,602
Imperial	\$320,638
Westmorland	\$38,483
County of Imperial	\$7,501,204
<b>TOTAL</b>	<b>\$9,997,753*</b>

*\*Estimate source is from the California League of Cities dated January 22, 2019 - <http://californiacityfinance.com/LSR1901.pdf>*

- 15) **Rio Vista and Pioneers Memorial Hospital Bus Stops:** ICTC has engaged in several discussions with the City of Brawley Staff regarding the potential relocation of the existing bus stops along Rio Vista Avenue/SR78 and at Pioneers Memorial Hospital. Caltrans is currently completing improvements to SR 78 and will be providing on street concrete bus pads with an approximate value of \$80,000.
  
- 16) **2018 ICTC Bus Stop Bench and Shelter Inventory:** 2018 ICTC Bus Stop Bench and Shelter Inventory: The Project Consultant team Kimley Horn and Associates, and Agency Stakeholders from ICTC, Brawley, Calexico, El Centro and Imperial met on January 31, 2018 to review and discuss the current status of the ICTC Bus Stop Inventory, Signage Replacement and Technology Assessment Project. The items reviewed included the consultant prepared Bus Stop Inventory, Asset Condition Report, ADA Assessment Report, Bus Stop Usage Priority List and Bus Stop Signage installation parameters and requirements. ICTC and member agency staff have worked together to complete the priority list for implementation and pursuit of funding. Bus stop signage specifications with specific route information have been finalized. The consultant and staff are working towards finalizing the Technology Memorandum which will provide ICTC with possible technology solutions for the fixed route bus system. *Staff anticipates providing a presentation of project materials at the July 2019 commission meeting.*
  
- 17) **SCAG’s Sustainability Grant Program – Imperial County Regional Climate Action Plan:** ICTC was awarded a SCAG Sustainable Planning Grant to develop a Regional Climate Action Plan. ICTC staff will work in collaboration with SCAG staff to develop and release a request for proposal to select a consultant that will develop the Regional Climate Action Plan. ICTC will serve as the day to day project manager and SCAG staff will serve as the administrative project manager. The goal of the project is to develop a regional framework for addressing Green House Gas (GHG) emissions for a Regional Climate Action Plan that allows each local agency to customize and fit into the context of the community each jurisdiction serves, that can be used at the local level in the development of jurisdiction – specific Climate Action Plans (CAPs). *ICTC and SCAG have completed the consultant selection process. A kick-off meeting is scheduled for June 28, 2019 at the ICTC offices.*
  
- 18) **Calexico Intermodal Transportation Center (ITC):** A new Intermodal Transportation Center in the City of Calexico has been part of ICTC’s long range transit planning. The new Calexico ITC will serve as a regional mobility hub that will accommodate bus bays for Imperial Valley Transit in addition to the City of Calexico’s private transit operators, taxis and farm labor buses. ICTC received a Congestion Mitigation and Air Quality federal program fund to complete the environmental and design plans of the new Calexico ITC. ICTC staff is in the process of completing the contract award for a consultant firm that will complete the environmental and design phase. Currently, ICTC staff is completing the Caltrans award review process with multiple Caltrans’ departments. The ICTC Board adopted the agreement with Psomas on September 26, 2018. *Environmental phase is in progress with consultant team and agency partners, including the City of Calexico, Caltrans and ICTC. Preliminary site analysis has been completed and a meeting was held at the Psomas office on April 3, 2019. The project is currently in the environmental phase.*
  
- 19) **Calexico East Port of Entry Bridge Expansion over the All American Canal Project:** ICTC submitted the Calexico East Commercial Vehicle Port of Entry Expansion Project under the California Sustainable Freight Action Plan: Pilot Project Ideas. The proposed elements of the Calexico East Expansion include: bridge expansion, commercial vehicle primary inspection booths and road construction is estimated at \$65 million. ICTC is pursuing discretionary freight program funding for the bridge expansion for an estimated total cost of \$28 million. Pending the possible funds for the bridge expansion, ICTC will pursue a donation authority request

to U.S. Customs and Border Protection. In October 2017, ICTC staff coordinated with Caltrans to submit an application for grant funding under the State's Freight funding available under SB-1 and the State's share of the 2015 federal transportation bill (FAST Act), response for this grant program in May 2018. The CTC approved our request for \$3 million to complete the project approval and environmental process for the bridge expansion. On October 23, 2018, Caltrans and ICTC hosted a kick-off meeting with IID, GSA and Bureau of Reclamation at the ICTC Offices. An environmental staff meeting between project stakeholders was held on November 26, 2018. *Caltrans staff is proceeding with the environmental document that is scheduled to be approved by May 2020.*

In December 2018, ICTC was awarded a discretionary grant under U.S. Department of Transportation's Better Utilizing Investments to Leverage Development (BUILD) grant in the amount \$20 million. The funds will be utilized to complete design and construction costs of the widening of the bridge over the All-American Canal of the Calexico East Port of Entry. *ICTC staff is working with U.S. Department of Transportation to complete the grant agreement. ICTC is submitting a request for advance construction and tapered match to advance the project along and meet the obligation deadline of September 2020.*

- 20) **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 Authority (LTA) funds for the project. Caltrans has served as the project lead; the first phase was recently completed in November 2017. Phase 1 included bench, bus shelter and ADA access improvements. Phase 2 was recently completed in mid-June 2018 and consisted of curb and sidewalks improvements from Parkyns Ave to Heber Ave. Phase 3 will also have curb and sidewalk improvements and is located between Heffernan to Parkyns Ave. ICTC participated in a Heber Community Outreach event together with County Public Works and led by Supervisor Plancarte. The County of Imperial discussed sidewalk pavement projects, and ICTC gave transit updates and a status of the SR-86 improvements. The Phase 3 construction improvements have been completed and project is nearing completion and closeout. A ribbon cutting will be scheduled soon.
- 21) **State Legislation for Transportation Funding – SB 1 2018 Local Partnership Program (LPP):** The 2018 Local Partnership Program is comprised of formulaic program and competitive programs. In FY2017/2018 total amount available statewide is \$200M and distribution is 50/50 for both formulaic and competitive programs. The formulaic program share distributions for the Local Partnership Program were presented at the CTC meeting in December 6-7, 2017. During the meeting the CTC Commission took action and approved the distribution of funds for the formulaic portion, the funding share for Imperial County in FY2017/2018 is \$538,000. For FY2017/2018, no projects were submitted for the formulaic program and funds will be rolled over to FY2018/2019. *Currently, ICTC staff is working with the local agencies to submit project forms accordingly. Deadline to submit to ICTC is Friday, February 15, 2019 at end of day. All eligible projects will be forwarded to CTC for a May 2019 allocation vote.*

*The following is the list of projects for Imperial County:*

Local Partnership Program (LPP) Programing Date					
Agency	Project Name	LPP Formulaic Funds	Local Match	Total Cost	Proposed CTC Programming Date
Calexico	Scaroni Road Improvements	\$ 305,000	\$ 550,000	\$ 855,000	May 19/20
Calipatria	Calipatria Date Street Sidewalk Improvement Project	\$ 41,000	\$ 41,000	\$ 82,000	May 19/20
County	Overlay of Picacho Road from Winterhaven Road to Quechan Drive	\$ 523,000	\$ 523,000	\$ 1,046,000	May 19/20
Imperial	Aten/Clark Road Improvements	\$ 154,000	\$ 327,000	\$ 481,000	May 19/20
Brawley	2020 Legion Street Improvements	\$ 209,000	\$ 209,000	\$ 418,000	May 20/21
El Centro	Dogwood Road from Villa Road to Commercial Avenue	\$ 339,000	\$ 339,000	\$ 678,000	May 20/21
Holtville	Orchard Road/Cedar Avenue	\$ 60,000	\$ 60,000	\$ 120,000	May 20/21

The following is the link to the 2019 Local Partnership Program guidelines:

[http://catc.ca.gov/programs/sb1/lpp/docs/062719+Amended\\_LPP%20Guidelines.pdf](http://catc.ca.gov/programs/sb1/lpp/docs/062719+Amended_LPP%20Guidelines.pdf)

- 22) **State and Federal funding Obligations:** *Beginning October 1, 2018, agencies are allowed to move forward with request for authorization (RFA) for Congestion Mitigation Air Quality (CMAQ), Regional Surface Transportation Program (RSTP) and Active Transportation Program (ATP) programmed in FY 2018/2019.*

FY2018/2019 Project List							
Agency	Project Name	Funding Type	Phase	Federal Amount in FY2018/19	Local Match	Total Phase Cost	Status
Brawley	Paving of dirt road Wildcat Dr. from S. Western Ave. to S. First St.	CMAQ	CON	\$708,000	\$92,000	\$800,000	Completed for design. Will submit by May-June
Calipatria	Roadway and pedestrian improvements on N. Brown from E. Alamo St. to Delta St.	CMAQ & RSTP	CON	\$958,000	\$125,000	\$1,083,000	Out to bid Mid-Feb
El Centro	Imperial Ave. Extension South	RSTP	CON	\$653,000	\$3,197,000	\$3,850,000	CON-FIIP Amendment
Imperial County	Heber Ave. from Hwy 86 to Correll Rd. and S. of Hwy 86 to Fawcett Rd.	EARMARK	CON	\$1,017,000	\$0	\$1,017,000	ROW Certification. Submit by Mid-March

Imperial County	Conservation easement, access improvements, parking facilities at Desert Museum	EARMARK	CON	\$720,000	\$0	\$720,000	PS&E completed. Will submit by end of March
Imperial County	Rio Vista St. in Community of Seeley	CMAQ	CON	\$145,000	\$19,000	\$162,000	Working with consultant. They advertise twice.
ICTC & Caltrans	Calexico Est POE Truck Crossing Improvement	SB1 TCE	ENG	\$3,000,000	\$0	\$3,000,000	SB-1 \$\$\$ has been obligated
ICOE	Project Ride, Walk, Learn	ATP	CON	\$224,000	\$0	\$224,000	Obligate by March/April
Westmorland	Paving of dirt roads H St. & 8 <sup>th</sup> St. segments	CMAQ	CON	\$350,000	\$45,000	\$395,000	Project Complete

**Regional Total FY2018/2019 \$11,251,000**

**23) Partnerships with IVEDC:**

- a) Southern Border Broadband Consortium (SBBC): ICTC in partnership with IVEDC received a California Advanced Services Regional Consortia Grant award of \$450,000 from their Rural and Regional Consortia program. The grant covers a 3-year period. ICTC is fiscal agent and developed an MOU which defines roles and responsibilities (Audits, Administration and Project Management) for ICTC and IVEDC. *Since the projects approval, IVEDC staff Sean Wilcock designed a new logo for SBBC to assist the clarity in larger marketing materials. An update was presented to the Commission at the August 2018 meeting. Currently, the project is in year two of the contract. In year two/quarter two, Ms. Barrett began working with other consortiums on the Caltrans Strategic Corridors Plan. SBBC submitted corridors that would need better broadband sources in Imperial and San Diego Counties. A new staff was hired during this time; Mr. Rene Pollard has been attending meetings with Ms. Barrett since September. An Area Agency on Aging (AAA) Board Meeting was attended in October, along with another AAA event in Bombay Beach; and SBBC is planning to attend more AAA events to assist seniors attain internet access in their homes. The SBBC staff designed a USB with both their logo and AAA's logo to hand out to seniors when they complete the "internet needs questionnaire" and has worked as a great incentive. Quarter two will concluded with a quarterly meeting on February 8th at the Caltrans District 11 offices. Staff continues to reach out to schools and is scheduled to attend the Calipatria School District Resource Fair this Spring.*
- b) The Brawley Transit Corridor Brownfield Assessment: ICTC in partnership with IVEDC received a U.S. Environmental Protection Agency (EPA) Brownfields Communitywide Assessment Grant award of \$300,000 from the Environmental Protection Agency's Brownfields Assessment Program. This assessment will be focused along the transit circulator route within the 13 mile Imperial Valley Transit's (IVTs) Brawley Gold Line Transit Route and the Brawley Transit Center that serves as the IVTs North Imperial County transfer terminal. The commercial corridors in the target assessment area include over 100 known commercial properties and suspected historical gas station sites with known or suspected underground tanks in the target area. ICTC will be the fiscal agent and has developed an MOU which will define roles

and responsibilities (Audits, Administration and Project Management) or ICTC and IVEDC. SCS Engineers have initiated early Tasks that include the Quality Assurance Project Plan (QAPP) and project management plan as required by EPA. The Steering Committee consisting of agency partners and stakeholders met on August 22, 2018. The draft QAPP is nearing completion. The first community outreach meeting was held on October 11, 2018. The consultant and IVEDC presented an overview of the project and the opportunities available for property owners to consider participating and requesting Phase 1 or 2 Brownfield Assessments. *Currently we are processing 4 Property Eligibility applications with the Dept. of Toxic Substance Control (DTSC) which will be later submitted to the Environment Protect Agency for final approval. All 4 of these properties are seeking to redevelop or sell properties for redevelopment within the project's subject area. These properties will be processed for Phase 1 and potentially Phase 2 Environmental Site Assessments to clear them of contamination concern or evaluate them for site cleanup planning if necessary.*

- 24) **California HERO Program:** The California Hero Program was launched in April 2014 in Imperial County with ICTC as the administering agency. *A copy of the program activity report up to June 2019 is attached for your review.*
- 25) **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). *The shelter has been installed in an existing parking lot on the east side of SR-111.*
- 26) **Funding for Phase II of the Calexico West Port of Entry:** 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 now scheduled for July 2018. *Phase 2A was awarded in the amount of \$191million and will include additional northbound vehicle lanes, permanent southbound inspection, new administration building, and employee parking. Funding for phase 2B has not been secured and work will include demolition of the old port building and construction of the new pedestrian building.*
- 27) **Westshores Transit Opportunities:** As part of the Short Range Transit Plan, ICTC has explored connection opportunities with Sunline Transit who serves the Coachella Valley region. *ICTC and Sunline Transit have discussed pursuing grant opportunities for interregional transit services to/from Westshores and Coachella. ICTC and Sunline Transit continue to have regular dialogue about the potential opportunities most recently engaging in discussions in January 2019. ICTC will be implementing an adjustment to the IVT Ride Westshores service to provide service to Eisenhower Medical Center on Bob Hope Drive and facilities ¾ of a mile from Highway 111 between Eisenhower Medical Center and Avenue 52 in Coachella. The service will operate every other Tuesday and reservations will be required. Service began on April 16, 2019. Staff will be completing outreach services in the Westshores area to inform the public of the change to the service.*
- 28) **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 was conducted. A final is report is scheduled to be completed in the summer of 2019.
- 29) **Meetings attended on behalf of ICTC:**
- June 10-13, 2019 – Comprehensive ADA Paratransit Eligibility Training in New Jersey, NJ (attended by staff)
  - June 12, 2019 – ICTC Management Committee meeting in Brawley, CA
  - June 13, 2019 – Imperial County-Mexicali Air Quality Workgroup meeting in Calexico, CA
  - June 13, 2019 – CalVans Board Meeting (teleconference)
  - June 19, 2019 – Self-Help Counties Coalition (SHCC) Directors Meeting in San Diego, CA

- June 19, 2019 – CalWorks Assistive Technology & Resource Fair (attended by Mobility Coordination staff)
- June 20, 2019 – Western Riverside Council of Governments (WRCOG) General Assembly in Temecula, CA
- June 21, 2019 – Regional CTC CEO's / SCAG Meeting in Los Angeles, CA
- June 24, 2019 – Coachella Valley Association of Governments (CVAG) General Assembly in Rancho Mirage, CA
- June 24, 2019 – IVT Ride sign-ups at the Valley Convalescent Center in El Centro, CA (attended by Mobility Coordination staff)
- June 25, 2019 – Ribbon Cutting Ceremony for Cesar Chavez Rd. project in Calexico, CA
- June 26, 2019 – ICTC Commission and LTA Meetings in El Centro, CA
- June 27, 2019 – ICTC Technical Advisory Committee Meeting at the ICTC Offices in El Centro, CA
- June 27, 2019 – IVT Ride sign-ups at the Offices of Emergency Services in Heber, CA (attended by Mobility Coordination staff)
- June 28, 2019 – ICTC Special Commission Meeting at the ICTC Offices in El Centro, CA
- June 28, 2019 – IVT Ride sign-ups at the Heber Community Center in Heber, CA (attended by Mobility Coordination staff)





California HERO Activity Report  
**Imperial County Transportation Commission**  
 Launch Date through June 30, 2019

**Program Activity through June 30, 2019**

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	4/14/2014	5,762	338	203	\$5,606,009	113	\$1,538,328	14	130	0	39	97	1,139,907	296
Calexico	3/24/2015	7,439	729	408	\$13,198,842	243	\$3,125,323	28	236	4	98	250	2,789,766	713
Calipatria	3/24/2015	764	11	5	\$134,632	5	\$61,615	1	6	0	0	0	49,993	12
El Centro	5/23/2014	9,374	580	372	\$11,289,659	205	\$2,795,017	25	219	9	64	178	2,187,499	562
Holtville	3/24/2015	1,284	73	49	\$1,310,241	25	\$319,008	3	23	0	10	18	222,189	58
Imperial	6/10/2015	5,207	250	180	\$6,080,190	103	\$1,696,352	15	100	19	47	133	1,096,317	286
Westmoreland									<b>Inactive</b>					
Imperial County Unincorporated	11/14/2014	10,119	293	169	\$5,485,864	95	\$1,405,100	13	102	3	32	79	983,062	252
<b>Total</b>		<b>39,949</b>	<b>2,274</b>	<b>1,386</b>	<b>\$ 43,105,437</b>	<b>789</b>	<b>\$ 10,940,744</b>	<b>99</b>	<b>816</b>	<b>35</b>	<b>290</b>	<b>755</b>	<b>8,468,733</b>	<b>2,180</b>

\*\* Participation rate based off of funded projects

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



## Memorandum

**Date:** July 10<sup>th</sup>, 2019  
**To:** ICTC Management Committee Meeting  
**From:** David Salgado, Regional Affairs Officer (RAO)  
**Re:** **Southern California Association of Government's Report**

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The following is a summary of the SCAG Executive Director's Report and/or Federal and State Legislature Staff Report for the Imperial County Transportation Commission Management Committee Meeting July 10<sup>th</sup>, 2019.

- 1. RHNA Subcommittee Meeting - July 22, 2019:** Please be advised that the July 1 RHNA Subcommittee meeting has been moved to **Monday, July 22 10 a.m. to 12:30 p.m.** **Videoconferencing is available at the SCAG Imperial, Orange, Riverside, San Bernardino, and Ventura offices, and at the City of Palmdale and South Bay Cities COG offices.** Due to limited capacity at the Orange County location, please RSVP if you plan to attend there to ensure space availability.

We will send a notification when the agenda is posted. View-only webcasting is also available on a limited first come, first serve basis. Details about videoconferencing, teleconferencing, and registration for webcasting will be listed on the second page of the agenda. For more information about RHNA or to view videos of prior RHNA Subcommittee meetings, please visit <http://www.scag.ca.gov/rhna>.

- 2. SCAG WILL BE DARK FOR JULY 2019:** No Regional Council Meeting on July 4<sup>th</sup> due to the holiday.
- 3. SCAG August Regional Council/Joint Policy Committee Meeting:** Upon returning from a month off, the SCAG Regional Council will hold a Joint Policy Committee (JPC) meeting in addition to its regularly scheduled Regional Council and Policy Committee meetings. The current meeting date is Thursday August 1<sup>st</sup>, 2019.
- 4. CONNECT SO-CAL Website:** The official website is now live for Connect SoCal, SCAG's



SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS  
900 Wilshire Blvd., Ste. 1700, Los Angeles, CA 90017  
T: (213) 236-1800 www.scag.ca.gov

Regional Transportation Plan/Sustainable Communities Strategy. The newly launched page, ***connectsocal.org***, offers a clear and user-friendly way to get updates about the ongoing process of building the plan. Check it out!

This website will be a cornerstone of public participation for Connect SoCal, a plan that provides

Southern California with a comprehensive transportation vision through 2045. Plan development takes many years to complete and involves working with six county transportation commissions, 15 sub-regional organizations, 191 cities, numerous other stakeholder organizations and the public. Adoption of a final plan is anticipated in April 2020.

5. **SCAG Sustainable Communities Program (SCP) 2019:** On Thursday March 7, 2019 the SCAG Regional Council (RC) approved project submittals for award under the SPG Call for Projects. 2 projects were selected in Imperial County. The first project awarded came from the City of Calexico and will fund a “Rockwood Promenade” project at 2nd St and Rockwood. This will be a temporary “quick build” project implemented over a short time frame to highlight the potential for a promenade. The second award was to ICTC for the creation of a Regional Active Transportation Plan that will be used to compliment the Long Range Planning process moving forward.
6. **Regional Housing Needs Assessment (RHNA) Working Group:** As a part of the upcoming RHNA Cycle SCAG President Alan Wapner has appointed 2 elected officials from each SCAG county to participate in the SCAG RHNA Working Group. The group will meet periodically to ensure participation from each county throughout the RHNA development process. Imperial Counties representative is City of Holtville Councilman, ICTC Commissioner, and SCAG Regional Council and Policy Committee Member Jim Predmore with Councilman Bill Hodge as the alternate. Please feel free to contact SCAG RAO David Salgado with any questions regarding RHNA or reach out to your local delegate to carry any concerns to the presidents sub-committee. We appreciate everyone’s responsiveness to requests to provide the most accurate and current information for the RHNA process.

# VI. ACTION CALENDAR

## VI. ACTION CALENDAR

- A. Competitive Bid Process for the IMPERIAL VALLEY TRANSIT (IVT) Fixed Route Bus System – 5 Year Operating Agreement, FY 2019-20 to FY 2023-24



1503 N. IMPERIAL AVE. SUITE 104  
EL CENTRO, CA 92243-2875  
PHONE: (760) 592-4494  
FAX: (760) 592-4410

July 3, 2019

ICTC Management Committee  
Imperial County Transportation Commission  
1503 N. Imperial Ave. Suite 104  
El Centro, CA 92243

**SUBJECT:** Competitive Bid Process for the IMPERIAL VALLEY TRANSIT (IVT) Fixed Route Bus System – 5 Year Operating Agreement, FY 2019-20 to FY 2023-24

Dear Committee Members:

IMPERIAL VALLEY TRANSIT (IVT) is the regional fixed route bus service in operation since 1989. The operations are contracted out to a transit operator and includes the IVT Blue and Green intra-city lines in El Centro, and the IVT Gold Line in Brawley. First Transit Inc. is the current operator. The service averages 65,000 passenger trips a month on various routes throughout the cities and County.

Features included in this service contract, include the following:

- The continued use of lower emission ultra low sulfur diesel fuel
- A fuel escalator for diesel fuel prices that exceed \$3.80 a gallon
- A 5% marketing allowance (developed annually based on available funding)
- Sixteen (16) 40 ft. Gillig transit buses and eleven (11) smaller lift equipped cutaway style buses
- Dedicated in house maintenance support services and maintenance vehicles
- The continuation of two leased dedicated local facilities to accommodate bus parking, office personnel, training, administrative and maintenance activities
- Bilingual requirements for drivers and customer contact personnel
- Ten community service hours per month
- Local coordinated multi service call center with bilingual dispatching and computerized reservation system

ICTC recently completed a competitive bid focused on the continued fixed route service for a five year period. The goal was to continue to provide the public fixed route transit service and the procurement method was the standard Request for Proposals (RFP) in accordance with federal Third Party Contracting Guidance (FTA Circular 4220.1F), and the Best Practices and Procurements Process, Lessons Learned (2016)

ICTC expanded the revenue service hours from the current, adding 406 hours in FY 2019-20 and 10,737 in FY 2020-21, to the five-year Scope of Work as a result of the recently completed Short Range Transit Plan, and the annual Unmet Transit Needs Public hearing process.

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

Various methods of promulgation and advertisement included: a legal notice in the IV PRESS newspaper, bid availability notices in the procurement sections on the Cal Act website, the California Transit Association website and the ICTC website.

Two operators (including the incumbent First Transit, Inc.) attended the non-mandatory pre bid on April 17, 2019. The other vendor in attendance at the pre-bid declined the offered facility walk through offered that day.

One proposal from the incumbent operator (First Transit, Inc.) was ultimately received by the specified closing time/date of May 10, 2019.

A Proposal Evaluation Committee comprised of staff from the Southern California Association of Governments (SCAG), Caltrans District 11 and ICTC reviewed the proposal on May 16, 2019. The proposal met the required screening for responsiveness i.e. met deadline, DBE documentation, required forms etc. ICTC staff also completed the documentation for excluded parties (SAMs), a labor allocation comparison and a vehicle resource/usage report to identify shortcomings or other issues as compared to the current operation.

Because this is a federally funded project and one proposal was received, ICTC staff had to treat the proposal as a single bid. This required a thorough review to determine if the RFP scope of work was overly restrictive or favored the incumbent operator.

A preliminary review by ICTC indicated that there were eight other bids from other public agencies within the same time frame including but not limited to several large opportunities; LA DOT, Yuba Sutter Transit, San Diego MTS, Spokane Transit and City of Monterey Park. The average "Days Out" of the RFPs by these eight agencies was 46 days. The ICTC "Days Out" schedule was slightly above average at 51 days.

The main factor is that while ICTC now owns its fleet of 65 buses, vendors still must acquire an operations facility for this five-year contract cycle from either the current privately owned leased facility or other facilities available on the open market. An additional factor is that ICTC cannot change the geographic location of its operations, to make them closer to an operator's other contracted service locations. The extreme summer temperatures do not lend itself well in this or previous procurements.

The solicitation, scope or spec relative to the transit operator providing the leased bus operating facility can not be modified. In addition, the contract start date is a vitally important target for ICTC. Any delays in the project start date limits the availability of federal funding, which will have damaging and negative impacts by reducing revenue service hours, affecting the passenger ridership. ICTC can not fund the transit service contract with only State and local funding.

Vendors were notified in person and via email several times through out the preceeding year in 2018 of ICTC's intention to solicit proposals. ICTC responded to several public requests for information from these same vendors by reproducing documents and performance data, at no cost to the requestor, in order to allow potential bidders to thoroughly familiarize themselves with the project site and scope, prior to the release of the RFPs. The other vendors had sufficient time and information provided to them so that the decision to submit proposals or not was theirs to make. Only one transit operator other than the incumbent attended the prebid conference and this operator declined the bus facility walk through offered by ICTC staff.

The lack of response is not within ICTC's control due to business decisions made by potential vendors to make the decisions most advantageous to them regarding which bids were the most lucrative to compete for. ICTC had four service contracts open and available, and even provided a choice to the vendor as to how many of the service contracts to bid upon, allowing smaller business to compete.

The proposal was responsive in that it indicated a proven capability, identified the appropriate staffing levels; appropriate vehicle usage recommendations; a superior transition plan including identifying a schedule and details for phone and radio communications; a sensitivity to meeting the needs of seniors and

disabled passengers; in house maintenance capabilities; adequate facilities; maximum bilingual capabilities; the use of newer industry technology and software for reservations and dispatch; and, performance data management.

A determination can be made that adequate competition was achieved as there are no factors or conditions within ICTC’s control that would have contributed to a different outcome. Therefore, a repeat of this competitive bid process would not produce a different result.

As First Transit Inc is the incumbent operator, there are no start up tasks/costs or fleet transition inspections to complete.

The proposed IVT service contract is recommended for a three-year term, with two one-year option years and will provide the opportunity to circulate a competitive bid in FY 2024. The total five-year pricing for this contract reflects an increase of 5% over the ICTC project estimate. The increase is primarily related to an increase to meet the CPI, workmans’ comp, related insurances and to meet the new California minimum wage requirements. In addition, fixed costs associated with the consolidation of contracts under one operator have been apportioned across all four contracts.

Therefore, ICTC staff is satisfied with regards to the bidding environment and the reasons why it only received one bid. ICTC staff has determined that while it has negotiated a single bid contract, the price is fair and resulted in a reasonably priced contract. The contract negotiations have been completed and are presented for contract award.

Funding for our transit services are derived from the State’s Transportation Development ACT (TDA) Fund, the State Transit Assistance Fund (STA), as well as, grants from the Federal Transit Administration (FTA).

The performance goals for Imperial Valley Transit are recommended to be revised and set at:

5 Year Performance Standards

pass/hour		16.2
pass/day		2,065.8
pass/mile		.9
hours/FTE		0
Cost/Pass	\$	6.42
Sub/Pass	\$	5.33
Cost/Hour	\$	103.67
Cost/Mile	\$	5.98
Farebox		17%

The performance goals for Imperial Valley Transit Blue and Green Lines are recommended to be set at:

5 Year Performance Standards

pass/hour		3.9
pass/day		98.6
pass/mile		.9
hours/FTE		0
Cost/Pass	\$	26.29
Sub/Pass	\$	25.24
Cost/Hour	\$	103.67
Cost/Mile	\$	8.51
Farebox		4%

The performance goals for Imperial Valley Transit Gold Line is recommended to be set at:

5 Year Performance Standards

pass/hour		4.5
pass/day		58.6
pass/mile		.4
hours/FTE		0
Cost/Pass	\$	23.03
Sub/Pass	\$	22.11
Cost/Hour	\$	103.67
Cost/Mile	\$	9.29
Farebox		4%

Caltrans has approved the competitive bid and recommendation for contract award. It is anticipated that the contract will be completed prior to the Commission meeting on July 26, 2019 with no further pricing changes.

The original Request for Proposal, proposal, scope of work and exhibits referenced are available for review at the ICTC administrative offices by request.

It is requested that the Management Committee recommend that the Commission consider the following for their review and approval, after any public comment that may be received:

1. Authorize the Chairman to sign an operating agreement with FIRST TRANSIT, INC. for the continued operation of Imperial Valley Transit/IVT Blue Green and Gold with an annual not to exceed annual operating subsidy (as listed), with an annual not to exceed up to 5% marketing allowance, with an annual fuel escalator clause:

Imperial Valley Transit:

- A. For the period August 1, 2019 through June 30, 2020, the annual not to exceed subsidy is set at \$2,660,409.
- B. For the period July 1, 2020 through June 30, 2021, the annual not to exceed subsidy is set at \$3,767,739.
- C. For the period July 1, 2021 through June 30, 2022 the annual not to exceed subsidy is set at \$3,906,086.
- D. For the period July 1, 2022 through June 30, 2023, the annual not to exceed subsidy is set at \$4,025,477.
- E. For the period July 1, 2023 through June 30, 2024, the annual not to exceed subsidy is set at \$4,189,334.

Imperial Valley Transit Blue and Green Lines:

- A. For the period August 1, 2019 through June 30, 2020, the annual not to exceed subsidy is set at \$559,311.
- B. For the period July 1, 2020 through June 30, 2021, the annual not to exceed subsidy is set at \$604,766.
- C. For the period July 1, 2021 through June 30, 2022 the annual not to exceed subsidy is set at \$626,973
- D. For the period July 1, 2022 through June 30, 2023, the annual not to exceed subsidy is set at \$646,136.
- E. For the period July 1, 2023 through June 30, 2024, the annual not to exceed subsidy is set at \$672,437.



Imperial Valley Transit Gold Line:

- A. For the period August 1, 2019 through June 30, 2020, the annual not to exceed subsidy is set at \$291,197.
  - B. For the period July 1, 2020 through June 30, 2021, the annual not to exceed subsidy is set at \$314,862.
  - C. For the period July 1, 2021 through June 30, 2022 the annual not to exceed subsidy is set at \$326,424.
  - D. For the period July 1, 2022 through June 30, 2023, the annual not to exceed subsidy is set at \$336,401.
  - E. For the period July 1, 2023 through June 30, 2024, the annual not to exceed subsidy is set at \$350,094.
- 2. Adopt the Performance Goals for the operation of Imperial Valley Transit
  - 3. Adopt the Performance Goals for the operation of the IVT Blue, Green and Gold Lines
  - 4. Direct staff to terminate for convenience the FY 2019 IVT contract extension approved on June 28, 2019.

Sincerely,

MARK BAZA  
Executive Director

BY: 

David Aguirre  
Transit Programs Manager

Attachment

1 **AGREEMENT FOR IMPERIAL VALLEY TRANSIT (IVT) FIXED ROUTE SERVICES**

2  
3 THIS AGREEMENT FOR IVT FIXED ROUTE SERVICES (“this Agreement”), made and entered  
4 into effective the \_\_\_\_ day of \_\_\_\_\_, 2019, is by and between the IMPERIAL COUNTY  
5 TRANSPORTATION COMMISSION (“ICTC”), and FIRST TRANSIT, INC., a Delaware corporation  
6 authorized to conduct business in California (“PROVIDER”).

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

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

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

13 **WHEREAS**, ICTC has authorized and circulated a Request for Proposal for the IVT Fixed Route  
14 services among prospective PROVIDERs for the delivery of the IVT Fixed Route system.

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

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

17 **1.1.** This Agreement shall commence on August 1, 2019 and shall continue until June 30,  
18 2022, and if all two (2) one (1) year extension option periods are exercised pursuant to  
19 paragraph 1.2 herein, the Agreement shall continue until June 30, 2024.

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

22 **1.2.1.** From July 1, 2022 through June 30, 2023; and

23 **1.2.2.** From July 1, 2023 through June 30, 2024; and

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

1 **2. DEFINITIONS**

- 2 **2.1** “Request for Proposal” shall mean “Imperial Valley Transit (IVT) Fixed Route Transit  
3 Services Request for Proposal” dated March 2019 and is incorporated herein by this  
4 reference.
- 5 **2.2** “Proposal” shall mean PROVIDER’s completed proposal entitled “Imperial Valley Transit  
6 (IVT) Fixed Route Transit Services Request for Proposal” dated May 8, 2019, PROVIDER  
7 submitted to ICTC on the proposal due date and is incorporated herein by this reference.
- 8 **2.3** “Attendant” shall include one (1) individual to assist the disabled passenger.
- 9 **2.4** “Eligible passenger” shall include those individuals deemed eligible for discounted fares for  
10 the fixed route service through a determination process.
- 11 **2.5** “Disability,” with respect to an individual, shall include all impairments as defined by the  
12 Act at 49 Code of Federal Regulations (“CFR”) 37.3.
- 13 **2.6** “General public” shall include those individuals that do not have an impairment(s) as defined  
14 by the Act at 49 CFR 37.3.
- 15 **2.7** “One-way trip” is defined as authorized travel between two (2) points. A new One-Way  
16 Trip begins with the cessation of the previous trip.
- 17 **2.8** “Route” is defined as a repetitive pattern of travel for a specific date and time that remains  
18 the same, each time performed. Each route will have a specific number or color designation  
19 for purposes of identification.
- 20 **2.9** “Senior” shall include individuals who are sixty years of age or older.
- 21 **2.10** “Subscriber” shall include individuals who travel to the same destination at the same time  
22 on a regular basis.

23 **3. DESCRIPTION OF WORK**

- 24 **3.1** The services to be provided under this agreement with ICTC are those contained in the  
25 document entitled “IVT Fixed Route Services Scope of Work FY 2019-2020 through FY  
26 2023-24”, attached hereto as Exhibit “A” and incorporated by this reference.
- 27 **3.2** This Agreement is for fixed-route transit services and implies a service that operates a  
28 majority of its services based upon a set, designated pattern and routes of travel, within a

1 designated operating area and with specific hours of operation. There may be routes or  
2 trips that are in a demonstration phase throughout the term of this Agreement. The fixed-  
3 route transit services system, when viewed in its entirety, must achieve a negotiated fare  
4 box. Routes and trips are to be monitored separately for performance standards,  
5 efficiency and effectiveness.

6 **3.3** In the event of a conflict among this Agreement, the Request for Proposal and the Proposal,  
7 the Request for Proposal shall take precedence over the Proposal and this Agreement shall  
8 take precedence over both.

9 **4. RESPONSIBILITIES OF PROVIDER**

10 **4.1** PROVIDER shall provide management, technical and operating personnel, services,  
11 equipment, non revenue service hour vehicles and facilities necessary for the operation  
12 of ICTC's fixed route services. In addition, PROVIDER shall participate fully in the  
13 meetings and events of the Social Services Transportation Advisory Council (SSTAC).

14 **4.2** In providing the services and oversight provided pursuant to this Agreement, PROVIDER  
15 will act in the capacity of an independent contractor and will provide management,  
16 technical and operating personnel, services, equipment and facilities necessary for the  
17 operation of ICTC's fixed route services.

18 **4.3** In the event of a major emergency (e.g., earthquake, flood or manmade catastrophe),  
19 PROVIDER shall make transportation and communication resources available to the  
20 degree possible for emergency assistance. Line of Instruction may or may not be direct  
21 through ICTC. PROVIDER shall take instruction from the organization that has assumed  
22 responsibility for the evacuation and/or transport of injured and ambulatory wounded and  
23 movement of persons to food and shelter facilities, e.g., local police or ICTC's Office of  
24 Emergency Services.

25 **4.4** PROVIDER shall comply with all terms, conditions and requirements of the Request  
26 for Proposal and this Agreement.

27 **4.5** PROVIDER shall perform such other tasks as necessary and proper for the full  
28 performance of the obligations assumed by PROVIDER hereunder.



1 **5. RESPONSIBILITIES OF ICTC**

2 **5.1.** ICTC will provide management oversight, establish priorities for service delivery,  
3 perform on-going planning, programming and establish related policies for all activities  
4 relative to the services, service areas, fares, schedules, days and hours of operations,  
5 preparation of planning documents, budgets, grant applications and related  
6 documentation, certification and eligibility and other such activities relative to overall  
7 system administration and contract compliance monitoring.

8 **5.2.** ICTC will pay a not-to-exceed annual reimbursement or subsidy within thirty (30) days after  
9 submittal of monthly invoices pertaining to the service. The monthly subsidy will be  
10 calculated by the subtraction of fare revenues collected and retained by the PROVIDER,  
11 from the cost, and will be paid in arrears. PROVIDER shall establish and maintain  
12 accounting records as required by ICTC, the Federal Transit Authority (FTA), the State  
13 Department of Transportation (Caltrans), and Imperial County Transportation  
14 Commission (ICTC). PROVIDER will be subject to annual fiscal and operational audits.

15 **5.3.** Disputes between passengers and PROVIDER will first be handled by PROVIDER's  
16 management personnel. ICTC will inform PROVIDER of all disputes. ICTC shall act  
17 as the final step and/or body of appeals in the resolution of any service complaints that  
18 PROVIDER is unable to resolve.

19 **5.4.** ICTC reserves the right to impose financial penalties for situations or items in this  
20 Agreement that are violated. (See Exhibit "A", Appendix A-3, for Table of Incentives or  
21 Penalties). Adjustments would be made at the time of monthly compensation.

22 **5.5.** An authorized agent of ICTC will handle administration, monitoring and determination  
23 of compliance with the requirements of this Agreement. All aspects of daily operations  
24 will be available to inspection/observation by an authorized representative of ICTC.

25 **6. SERVICE IMPLEMENTATION**

26 The service area designation, service days and hours, and service miles shall be those specified in  
27 Exhibit "A" – "IVT Fixed Route Services Scope of Work FY 2019-2020 through FY 2023-24".  
28 ///

1 **7. REPRESENTATIONS BY PROVIDER.**

2 7.1 PROVIDER understands and agrees that ICTC has limited knowledge in the transit services  
3 specified in the description of work. PROVIDER has represented itself to be expert in these  
4 fields and understands that ICTC is relying upon such representation.

5 7.2 PROVIDER represents and warrants that it is a lawful entity possessing all required licenses  
6 and authorities to do business in the State of California and perform all aspects of this  
7 Agreement.

8 7.3 PROVIDER shall not commence any work under this Agreement or provide any other  
9 services, or materials, in connection therewith until PROVIDER has received written  
10 authorization from the ICTC Executive Director or his designee, via a Notice to Proceed,  
11 to do so.

12 7.4 PROVIDER represents and warrants that the people executing this Agreement on behalf  
13 of PROVIDER have the authority of PROVIDER to sign this Agreement and bind  
14 PROVIDER to the performance of all duties and obligations assumed by PROVIDER  
15 herein.

16 7.5 PROVIDER represents and warrants that any employee, PROVIDER, subcontractor and  
17 agent who will be performing any of the duties and obligations of PROVIDER herein  
18 possess all required licenses and authorities, as well as the experience and training, to  
19 perform such tasks.

20 7.6 PROVIDER represents and warrants that the allegations contained in its Proposal are true  
21 and correct.

22 7.7 PROVIDER understands that ICTC considers the representations made herein to be  
23 material and would not enter into this Agreement with PROVIDER if such  
24 representations were not made.

25 **8. COMPENSATION**

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

27 **8.1.** A fixed hourly rate per fiscal year shall apply for each vehicle service or revenue hour.  
28 The fixed hourly rate shall apply for the assigned fiscal year. Vehicle revenue hours will

1 be calculated based upon the actual time that each revenue service vehicle is in service  
2 and available to passengers. Vehicle revenue hours shall specifically exclude  
3 deadhead hours, including time for travel to and from the first stop and after the last stop,  
4 storage facilities, fueling facilities, road tests, inspections training, personnel lunches and  
5 breaks.

6 **8.2.** The fixed hourly rate per fiscal year will be determined by the use of the combination of  
7 two other rates divided by the total annual vehicle service hours.

8 **8.2.1.** A variable monthly rate for all cost elements assigned to PROVIDER that can  
9 change.

10 **8.2.2.** A fixed monthly rate for all cost elements assigned to PROVIDER with known  
11 quantities or costs that are not included in the variable monthly rate.

12 **8.3.** Compensation for services provided for under Exhibit "A" – "IVT Fixed Route Services  
13 Scope of Work FY 2019-2020 through FY 2023-24" shall be as follows:

14 **8.3.1.** For the period August 1, 2019 through June 30, 2020, the price is identified as  
15 \$3,205,312. The fare box is established at seventeen percent (17%); therefore the  
16 annual not-to-exceed subsidy shall be \$2,660,409.

17 **8.3.2.** For the period July 1, 2020 through June 30, 2021, the price is identified as  
18 \$4,539,442. The fare box is established at seventeen percent (17%); therefore the  
19 annual not-to-exceed subsidy shall be \$3,767,739.

20 **8.3.3.** For the period July 1, 2021 through June 30, 2022, the price is identified as  
21 \$4,706,127. The fare box is established at seventeen percent (17%); therefore the  
22 annual not-to-exceed subsidy shall be \$3,906,085.

23 **8.3.4.** For the period July 1, 2022 through June 30, 2023, the base price is identified as  
24 \$4,849,972. The fare box is established at seventeen percent (17%); therefore the  
25 annual not-to-exceed subsidy shall be \$4,025,477.

26 **8.3.5.** For the period July 1, 2023 through June 30, 2024, the base price is identified as  
27 \$5,047,390. The fare box is established at seventeen percent (17%); therefore the  
28 annual not-to-exceed subsidy shall be \$4,189,334.



1           **8.4.** Compensation for services provided for under Exhibit “A” – “IVT Fixed Route Services  
2 Scope of Work – Blue and Green Lines Fixed-Route Bus FY 2019-2020 through FY 2023-  
3 24” shall be as follows:

4           **8.4.1.** For the period August 1, 2019 through June 30, 2020, the price is identified as  
5                         \$582,616. The fare box is established at four percent (4%); therefore the annual  
6                         not-to-exceed subsidy shall be \$559,311.

7           **8.4.2.** For the period July 1, 2020 through June 30, 2021, the price is identified as  
8                         \$629,964. The fare box is established at four percent (4%); therefore the annual  
9                         not-to-exceed subsidy shall be \$604,765.

10          **8.4.3.** For the period July 1, 2021 through June 30, 2022, the price is identified as  
11                         \$653,097. The fare box is established at four percent (4%); therefore the annual  
12                         not-to-exceed subsidy shall be \$626,973.

13          **8.4.4.** For the period July 1, 2022 through June 30, 2023, the base price is identified as  
14                         \$673,058. The fare box is established at four percent (4%); therefore the annual  
15                         not-to-exceed subsidy shall be \$646,136.

16          **8.4.5.** For the period July 1, 2023 through June 30, 2024, the base price is identified as  
17                         \$700,455. The fare box is established at four percent (4%); therefore the annual  
18                         not-to-exceed subsidy shall be \$672,437.

19          **8.5.** Compensation for services provided for under Exhibit “A” – “IVT Fixed Route Services  
20 Scope of Work – IVT Gold Line Fixed-Route Bus FY 2019-2020 through FY 2023-24”  
21 shall be as follows:

22          **8.5.1.** For the period August 1, 2019 through June 30, 2020, the price is identified as  
23                         \$303,330. The fare box is established at four percent (4%); therefore the annual  
24                         not-to-exceed subsidy shall be \$291,197.

25          **8.5.2.** For the period July 1, 2020 through June 30, 2021, the price is identified as  
26                         \$327,981. The fare box is established at four percent (4%); therefore the annual  
27                         not-to-exceed subsidy shall be \$314,862.  
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**8.5.3.** For the period July 1, 2021 through June 30, 2022, the price is identified as \$340,025. The fare box is established at four percent (4%); therefore the annual not-to-exceed subsidy shall be \$326,424.

**8.5.4.** For the period July 1, 2022 through June 30, 2023, the base price is identified as \$350,418. The fare box is established at four percent (4%); therefore the annual not-to-exceed subsidy shall be \$336,401.

**8.5.5.** For the period July 1, 2023 through June 30, 2024, the base price is identified as \$364,681. The fare box is established at four percent (4%); therefore the annual not-to-exceed subsidy shall be \$350,094.

**8.6.** The fare box recovery ratio of 17% (or any other fare box ratio calculated and ultimately required during the course of this Agreement) is subject to the deduction of normal Transportation Development Act operating cost exclusions.

**8.7.** 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 fare box 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.

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

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

**8.8.2.** The request for additional subsidy shall be submitted to ICTC at the conclusion of the fiscal year in which the costs are incurred. The request shall be

1 accompanied by an accounting developed by PROVIDER, and invoices  
2 substantiating said increase.

3 **8.8.3.** The cost of fuel is negotiated at a rate set at \$3.80 per gallon for the term of this  
4 Agreement.

5 **9. FARE BOX**

6 **9.1.** Fare Box Revenue. Fareboxes are required. Vehicle operators will not make change for  
7 passengers.

8 **9.2.** Fare Collection. PROVIDER's staff will collect fares in advance where feasible. Vehicle  
9 operators shall also collect fares as established by ICTC and maintain an accurate count  
10 of all boarding passengers by fare category. Vehicle operators shall not make change for  
11 passengers.

12 **9.3.** Fare box revenue shall be counted by PROVIDER's office employees daily and  
13 reconciled against the stated number of passenger trips. Any shortages must be  
14 investigated and corrected by PROVIDER. PROVIDER will deposit farebox revenue  
15 daily. Fare box revenue is the property of ICTC, and PROVIDER will submit written  
16 reports to ICTC of revenue collection.

17 **9.4.** Transfers. PROVIDER shall also develop a transfer procedure and collect transfers to  
18 and from IVT branded or other public agency transit services. PROVIDER shall account  
19 for it in its report of revenue collected.

20 **9.5.** Prepaid Fare Revenue. PROVIDER shall develop and collect prepaid fare revenue from  
21 individuals, educational facilities and social service agencies. Revenue shall be collected  
22 by PROVIDER personnel as needed but at a minimum on a monthly basis.

23 **10. PERFORMANCE STANDARDS**

24 Standards and evaluation criteria will be utilized to annually measure performance and efficiency  
25 of routes, and PROVIDER performance. This criterion is reported to State and Federal agencies  
26 annually. For the purposes of this Agreement, criteria will be negotiated and  
27 established: Performance standards for service implementation shall be those specified in  
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1 Exhibit "A", Appendix A-1 – "IVT Fixed Route Services Scope of Work FY 2019-2020 through  
2 FY 2023-24".

3 **11. MARKETING**

4 **11.1** Approval. Not later than thirty (30) days after the execution of this Agreement and ninety  
5 (90) days prior to the end of the fiscal year thereafter, PROVIDER shall participate in the  
6 development of a marketing plan with ICTC and ICTC's consultant specific to the IVT  
7 services for ICTC's final approval. The marketing plan shall indicate all proposed  
8 activities with a corresponding budget of 5% of the total cost of the service for the fiscal  
9 year. PROVIDER shall be responsible for working with ICTC staff and consultant for  
10 the development and preparation, subject to the approval of ICTC, of all marketing  
11 materials for the IVT Fixed Route services. PROVIDER will coordinate the placement,  
12 scheduling and distribution of all advertising and promotional materials designed to  
13 inform patrons of ICTC services and to promote ridership.

14 **11.2** Preparation. PROVIDER shall be responsible for the preparation and printing of all  
15 necessary passes, tickets and transfers to be used in the fixed route service.

16 **11.3** Distribution. PROVIDER shall distribute and disseminate such materials in accordance  
17 with the provisions of this Agreement and any directions supplemental thereto provided  
18 by ICTC.

19 **11.4** Promotion. PROVIDER shall promote the service for ICTC, and distribute brochures  
20 and other materials.

21 **11.5** Presentation. PROVIDER shall, under the direction of ICTC, provide contact on an as-  
22 needed basis with private and non-profit community agencies, job resource centers and  
23 local governing bodies to promote interest and use in the transit services of ICTC. These  
24 contacts shall include, but not be limited to speaking engagements and displays.

25 PROVIDER will participate as a technical resource contact with user groups or agencies  
26 as required, including meetings of ICTC committees or commission meetings upon  
27 request.  
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1           **11.6** Comment Cards. PROVIDER shall develop and distribute passenger comment cards.  
2           PROVIDER will respond to all comments with copies of response provided to ICTC.  
3           PROVIDER will provide statistical summaries of frequency and patterns of comments to  
4           ICTC on a monthly basis.

5 **12. CUSTOMER SERVICE**

6           **12.1** Phone. PROVIDER shall establish at least two (2) customer service telephone numbers,  
7           at least one (1) of which shall be toll-free. PROVIDER shall provide telephone  
8           information service during all hours of system operation, up to one (1) hour before and  
9           one (1) hour after services have started and returned from daily operations. PROVIDER  
10          shall provide statistical summaries of frequency and patterns of telephone comments to  
11          ICTC on a monthly basis.

12          **12.2** TDD/FAX. PROVIDER's telephone system shall have TDD or equivalent, and FAX  
13          capabilities. PROVIDER shall publish these phone numbers in local telephone  
14          directory(ies).

15          **12.3** Exclusivity of Phone Services. PROVIDER's customer service telephone numbers shall  
16          be used solely for the purpose of providing customer information, serving trip requests  
17          and those activities required under the Scope of Work, and shall not be used by  
18          PROVIDER for any other purpose or business. These telephones shall be answered as  
19          specified by ICTC.

20          **12.4** Rollover of Phone. Upon termination of this Agreement, PROVIDER's customer service  
21          telephone numbers shall remain within the jurisdiction of ICTC. Any new PROVIDER  
22          would be responsible for transferring PROVIDER's customer service telephone numbers  
23          to their service.

24          **12.5** Bilingual Capability. PROVIDER shall provide bilingual dispatchers or information  
25          operators, and drivers who can fluently speak both the English and Spanish languages  
26          and are knowledgeable of time schedules, routes, window corridors and transit services  
27          of ICTC as is necessary to answer customer information requests, refer passengers to  
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1 other public transit service PROVIDERs and/or questions in a courteous, timely and  
2 professional fashion.

3 **13. COORDINATION**

4 **13.1 Consultation.** PROVIDER represents itself as an expert in the field of public fixed route  
5 transit service. As such, PROVIDER shall provide ICTC with minor technical assistance  
6 and consultation in such matters as operating policies, funding and coordination with  
7 other transit PROVIDERs at no additional charge to ICTC. At no time will PROVIDER  
8 be required to prepare intensive or in-depth studies without mutually agreed-upon  
9 compensation. Periodically, consultants will request information or interviews with  
10 PROVIDER staff. PROVIDER is required to cooperate with all ICTC-administered  
11 consultant projects.

12 **13.2 Service Recommendations.** PROVIDER shall report to ICTC and shall make  
13 recommendations as to changes to improve ICTC's fixed route service on a case-by-case  
14 basis. PROVIDER may not make any permanent changes that affect the quantity, quality  
15 or nature of the fixed route service without obtaining ICTC's written permission.

16 **14. MANAGEMENT**

17 **14.1 General Manager/Operations Manager.** ICTC shall participate in the selection and  
18 approval of the person serving as General Manager/Operations Manager. In the event  
19 that the General Manager must be replaced, ICTC will participate in the selection and  
20 approval of the replacement.

21 **14.2 Day-to-Day Operations.** PROVIDER will manage the day-to-day operation in  
22 accordance with the adopted operations plan and good management practices.  
23 Management of day-to-day operations of the system will be vested in at least one (1) local  
24 management individual who shall be experienced in all aspects of public fixed route  
25 operations. The individual shall be responsible for managing and monitoring all aspects  
26 of the system operation including but not limited to maintenance, repair, fueling, security,  
27 supply of on-line and spare vehicles, warranty work, quality of service, accounting, fare  
28 collection, personnel and contract administration. PROVIDER shall supply ICTC with a

1 twenty-four (24) hour emergency telephone number at which PROVIDER can be  
2 reached.

3 **14.3** Priority of Service. The General Manager/Operations Manager shall be employed and  
4 available on a full-time basis.

5 **14.4** Executive Level Availability. PROVIDER shall also designate a responsible executive  
6 level employee of PROVIDER to be available at all times, either by phone or in person,  
7 to make decisions or provide coordination as necessary. This executive must be  
8 authorized to act throughout the service area on behalf of PROVIDER. This individual  
9 may not be the same individual as the General Manager/Operations Manager.

10 **14.5** Operational Efficiency. PROVIDER shall seek out and implement methods of improving  
11 system operations, service and cost-effectiveness along with improvements to correct  
12 deficiencies and substandard performance. After approval by ICTC, results will be  
13 reported to ICTC via the monthly management summary (“MSS”) report, activity report  
14 or direct memorandum, along with a summary of any corrective actions that have been  
15 taken. PROVIDER shall review and comment on plans, equipment purchases, operative  
16 changes and related proposals of ICTC.

17 **15. GENERAL REPORTS AND RECORDKEEPING**

18 **15.1** PROVIDER shall collect data on the operation of the fixed route service system and  
19 supply the data to ICTC on a monthly basis, or as may otherwise be directed below. All  
20 such information supplied by PROVIDER shall be certified as accurate.

21 **15.2** Management Information System. PROVIDER's Management Information System shall  
22 utilize Word, Excel, Power Point, Access, Adobe Acrobat and e-mail and provide an  
23 adequate methodology to gather, store, retain, calculate, compute, cross-reference and  
24 display in textual, tabular and graphic form all operating, performance and financial data  
25 associated with this Agreement. In addition, e-mail capability is required to communicate  
26 with ICTC. ICTC uses IBM-compatible computer equipment.



- 1           **15.3** Monthly Reports. PROVIDER will report the information on a monthly basis in the  
2           format as described in Exhibit A, Appendix E to “IVT 2019” Request for Proposal dated  
3           March 2019 - Reporting.
- 4           **15.4** Annual Reports. PROVIDER will report the information on an annual basis in the format  
5           as described in Exhibit A, Appendix E to “IVT 2019” Request for Proposal dated March  
6           2019 - Reporting.
- 7           **15.5** Miscellaneous Reports. In addition to the monthly and annual reporting, PROVIDER  
8           shall supply any and all reports necessary to comply with requirements of ICTC and other  
9           local, State or Federal authorities. These reports shall include but not be limited to all  
10          required California Air Resource Board Urban or Medium Bus Operators Emission  
11          Requirements, California Transportation Development Act and FTA and National Transit  
12          Database reporting requirements.
- 13          **15.6** Accident Reporting. PROVIDER shall provide ICTC with immediate telephone  
14          notification of accidents. PROVIDER shall forward written copies of accident reports  
15          within one (1) business day for injury accidents and three (3) business days for non-injury  
16          accidents. PROVIDER shall also forward all California Highway Patrol (“CHP”) Safety  
17          Compliance Reports within two (2) business days after CHP submission to PROVIDER.
- 18          **15.7** Survey/Study/Analysis Data. ICTC may periodically conduct surveys of ridership during  
19          the term and, if applicable, the extension term of this Agreement. These surveys may  
20          determine matters including socioeconomic, origination and destination and fare-type  
21          characteristics of fixed route service system users. PROVIDER shall cooperate in the  
22          conduct of all surveys, including having its in-service drivers participate where  
23          operationally possible, at no additional charge to ICTC.
- 24          **15.8** Proprietary Restriction. PROVIDER agrees that all information it must furnish pursuant  
25          to this Agreement shall be free from proprietary restrictions unless identified during  
26          negotiation and mutually agreed-upon. PROVIDER further agrees that other such data  
27          is public and in the public domain.
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1           **15.9** Maintenance of Data. PROVIDER shall maintain accurate and complete books, records,  
2           data and documents on generally-accepted accounting principles in accordance with  
3           Uniform System of Accounts and Records adopted by the State Controller pursuant to  
4           Section 99243 of the Public Utilities Code, and as required by ICTC or the California  
5           Department of Transportation (“Cal Trans”). Such records shall be kept in such detail  
6           and form so as to meet applicable local, State and Federal requirements.

7           **15.10** Accountability. A complete and separate set of books, accounts and/or records shall be  
8           maintained by PROVIDER, which records shall show details of transactions pertaining  
9           to the management, maintenance and operation of only this system under the terms of this  
10          Agreement. System transactions shall not be co-mingled with PROVIDER's other  
11          operations. PROVIDER's records shall be kept with sufficient detail to constitute an audit  
12          trail to verify that any and all costs charged to the system created by this Agreement are  
13          in fact due to operations pursuant to this Agreement, and not due to separate or charter  
14          operations by PROVIDER. ICTC auditors shall perform a random audit of the financial  
15          records of the service on an annual basis.

16          **15.11** Maintenance Records. PROVIDER shall keep and maintain all work orders, warranty  
17          dockets and maintenance records on vehicles and equipment, separated by vehicle, until  
18          this Agreement is terminated. PROVIDER shall release all such documents to ICTC  
19          upon request or upon termination of this Agreement.

20          **15.12** Access. ICTC, Caltrans, FTA and the Comptroller General of the United States, or any  
21          of their duly authorized representatives, shall have access to any books, documents,  
22          papers, and records of PROVIDER which are directly pertinent to this Agreement for the  
23          purpose of making audit, examination, excerpts, and transcription of PROVIDER’s files.  
24          PROVIDER shall maintain all these records for a period of at least five (5) years  
25          following the close-out of this Agreement to allow for audits, examinations, excerpts and  
26          transcriptions of PROVIDER’s files.

27   **16.    MAINTENANCE, EQUIPMENT AND SUPPLIES**  
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1           **16.1** PROVIDER shall provide all facilities, tools, equipment, tires, fuel, oil, batteries, parts,  
2           cleaning supplies, office supplies, office equipment and such other items or materials  
3           required to professionally operate ICTC's fixed route services, including phone system  
4           and service.

5           **16.2** PROVIDER shall provide, operate and maintain the radio communications system for the  
6           fixed route service, including but not limited to, securing of Federal Communications  
7           Commission ("FCC") frequency, base station, transmitter, repeater if needed, and a  
8           mobile unit for each vehicle and a spare. PROVIDER must comply with ICTC policies  
9           and FCC procedures for radio use.

10          **16.3 VEHICLE MAINTENANCE**

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

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

            All preventative maintenance inspections and mechanical maintenance shall be  
performed by qualified employees of the PROVIDER unless otherwise noted.  
PROVIDER is responsible for providing the necessary trained and qualified staff to  
perform all elements required as part of the maintenance program included within this

1 Agreement. PROVIDER shall increase staffing as a function of need to perform all tasks  
2 required of the maintenance program over the course of the project.

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

17 **16.3.1 MAINTENANCE PERSONNEL**

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

- 20 • Bus engines, transmissions, and related mechanical parts.
- 21 • Methods and procedures used in servicing mechanical equipment.
- 22 • Bus chassis and bodies.
- 23 • Tools, precision instruments, equipment, and procedures used in the general  
24 repair and maintenance of bus equipment.
- 25 • Decimals, fractions, and specifications related to bus mechanics.
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- Specialized areas such as upholstery, brake relining, air conditioning, wheelchair lift or device, fareboxes, electronic destination signs, and laptop computer diagnostic programming.

### 16.3.2 MAINTENANCE PERSONNEL SKILLS

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

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

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

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

### 16.3.3 PREVENTIVE MAINTENANCE

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

PMI intervals shall be at the following inspection mileages:

- **A 3,000 miles or 45 days**
- **B 6,000 miles**
- **C 24,000 miles**
- **D 48,000 miles**



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

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

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

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

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

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

#### 27 **16.3.4 MECHANICAL MAINTENANCE PROGRAM**

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

7 **16.16** MAINTENANCE SHOP PRACTICES

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

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

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

19 **16.16.3** Bus Brake Replacement

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

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

23 **16.16.4** Other

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

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

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



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

3 **16.17 BUS MAINTENANCE RECORD KEEPING**

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

6 Year and Make

7 Model

8 Serial number/ICTC fleet number

9 License number

10 Vehicle Identification Number (VIN)

11 Date received

12 Date placed in service

13 Annual miles

14 Contract miles

15 Life miles

16 Major Component Rebuild and Replacement including date and lifemiles

17 Vehicle repairs

18 Preventive Maintenance Inspection Reports

19 Daily "Bus Condition" reports

20 Work Orders

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

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

27 Any Daily Bus Report shall be submitted to ICTC upon request. PROVIDER shall  
28 submit the entire vehicle file, or selected reports, from the maintenance software system

1 to ICTC upon request. The computerized maintenance software system must be backed  
2 up regularly.

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

6 **16.18 SAFETY**

7 **16.18.1**ICTC will require that the Motor Carrier Unit of the CHP annually prepare and  
8 submit to ICTC a Safety Compliance Report (CHP 343) and Vehicle Inspection  
9 Reports (CHP 343A). PROVIDER shall fully cooperate with, and allow access  
10 as requested to, any CHP officer, or agent, for the purposes of preparing the CHP  
11 343. PROVIDER must attain satisfactory ratings in each category of the Safety  
12 Compliance Report. PROVIDER must expeditiously correct any deficiencies  
13 noted on any CHP vehicle or terminal inspection report.

14 **16.18.2**ICTC requires that PROVIDER regularly inspect and maintain all safety  
15 equipment used or required in the fulfillment of this Agreement. PROVIDER is  
16 responsible for purchasing, at its own cost, replacement fire extinguishers, first  
17 aid kits, first aid kit refill supplies, and triangle reflector kits sufficient to ensure  
18 that spares are always available and that the operation maintains compliance with  
19 local, state, and federal safety regulations. Drivers' daily vehicle inspection shall  
20 include a check of the fire extinguisher and triangle reflector kit. Used, missing,  
21 or broken items must be replaced as soon as practicable. All vehicle and facility  
22 fire extinguishers shall be inspected and tagged no less frequently than annually.  
23 First aid kits shall be inspected and professionally serviced at least once per  
24 year.

25 **16.19 ICTC REIMBURSEMENT OF ENGINE AND TRANSMISSION REBUILD COSTS**

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

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

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

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

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

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

24 **17. FACILITIES**

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



- 1           **17.2** PROVIDER shall ensure that facilities provided are maintained as needed to ensure a  
2           safe, hygienic, professional and attractive working environment that is in compliance with  
3           local, State and Federal regulations.
- 4           **17.3** Services shall be operated on an inter-city and inter-county basis. Vehicles dispatched out  
5           of the facilities shall travel to various destinations. ICTC does not specify preference for  
6           location; however, the location shall be evaluated for practicality and functionality for the  
7           administration, operations and maintenance of the system.
- 8           **17.4** PROVIDER shall locate facilities so as to be able to bring a back-up vehicle into service  
9           within sixty (60) minutes from the location.
- 10          **17.5** The facilities are expected to serve the walk-in passenger, including passengers with  
11          disabilities and / or mobility impairments, collect fare payment, and provide a centralized  
12          site for operations and a distribution point for the sale of passes and brochures.

13   **18.    VEHICLES**

- 14          **18.1** ICTC shall supply all revenue vehicles for the services. PROVIDER shall supply all non-  
15          revenue service hour vehicles. See Vehicles for Exhibit “A” – “IVT Fixed Route Services  
16          Scope of Work FY 2019-2020 through FY 2023-24”. PROVIDER must examine the  
17          service history and schedule to determine minimum size of vehicles and spares required  
18          for efficient service operation.
- 19          **18.2** PROVIDER shall maintain adequate air-conditioning and passenger comfort on-board at  
20          all times.
- 21          **18.3** ICTC may inspect vehicles on- or off-route and pull a vehicle out of service at any time  
22          due to perceived or reported safety violations, lack of air conditioning, lack of functional  
23          wheel chair lift or other condition that impacts the health and welfare of  
24          passengers.

25   **19.    PERSONNEL**

- 26          **19.1** PROVIDER shall provide all management, office staff, drivers, dispatchers, mechanics,  
27          maintenance clerks, cleaners, service workers, telephone information operators, road  
28          supervisors and such other personnel necessary to responsibly operate ICTC’s fixed route

1 services system, including any onboard security or supervision. It is understood that  
2 PROVIDER may subcontract components of its operations; however, no such subcontract  
3 shall relieve PROVIDER from responsibility to ensure compliance with the terms of this  
4 Agreement.

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

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

13 **19.4** PROVIDER shall provide ICTC with an organizational chart prior to start-up. After  
14 startup, PROVIDER shall provide a list of drivers' names and update said list monthly.  
15 PROVIDER shall not place a driver into service without the driver first completing  
16 PROVIDER's training program as outlined in Paragraph 20. Failure to comply with this  
17 section may result in termination of this Agreement.

18 **19.5** PROVIDER's staffing is considered to be essential to the work being performed under  
19 this Agreement.

20 **19.5.1** PROVIDER shall ensure that all employees receive a livable wage that complies  
21 with applicable minimum wage levels in the State of California, with medical  
22 benefits available via choice in the United States and Mexico.

23 **19.5.2** PROVIDER shall ensure that a majority of the employees are considered full time  
24 with benefits, and the use of part time employees while allowable will be  
25 minimized.

26 **20. TRAINING**

27 **20.1.** PROVIDER shall provide full training for PROVIDER's drivers. This training shall be  
28 a minimum of eighty (80) hours per employee, of which at least thirty (30) hours shall be



1 behind the wheel. This training must be completed before a driver can enter unsupervised  
2 passenger service. PROVIDER shall maintain and certify driver records, subject to  
3 review by ICTC and CHP.

4 **20.2** All PROVIDER employees, including dispatchers and supervisor(s), shall be trained and  
5 certified as drivers. Such training shall meet all requirements of the State of California.  
6 A detailed description of PROVIDER's proposed training program shall be submitted to  
7 ICTC within thirty (30) days of the execution of this Agreement. PROVIDER's training  
8 plan shall provide a minimum of eight (8) hours of annual refresher training per driver.

9 **20.3** PROVIDER shall conduct classroom training in at least the following areas: multi-media  
10 first aid training, cardiopulmonary resuscitation ("CPR"), National Safety Council (or  
11 approved equivalent) defensive driving course, customer service, sensitivity/empathy  
12 training, emergency and accident procedures and wheelchair loading and securement  
13 procedures.

14 **20.4** PROVIDER will have all drivers obtain a class of drivers license as required by law, and  
15 certification in CPR and first aid. All PROVIDER employees must pass a pre-  
16 employment physical examination, paid for by PROVIDER, prior to start of training. All  
17 of PROVIDER's drivers shall be subject to a pre-employment background check, a  
18 review of their California Department of Motor Vehicle records.

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

26 **20.6** PROVIDER shall require all drivers to attend a monthly safety meeting that shall be a  
27 minimum of one (1) hour in duration. PROVIDER shall implement a planned program  
28

1 of safety retraining to be conducted at the safety meetings. ICTC and its representatives  
2 shall be allowed to attend said safety meetings.

3 **21. LICENSES**

4 **21.1** PROVIDER shall provide and maintain licenses for its radio system.

5 **21.2** PROVIDER shall be responsible for any locally required business or other licenses,  
6 including FCC and Public Utilities Commission certificates as required and necessary.  
7 PROVIDER shall also be solely responsible for any parking and traffic violations of  
8 vehicles operated in connection with ICTC's fixed route program.

9 **22. UNIFORMS**

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

17 **23. SAFETY AND SECURITY**

18 **23.1** PROVIDER shall be responsible for the safety and security of passengers during  
19 operations and for all related equipment and facilities. PROVIDER shall develop specific  
20 procedures that define the safety and security program for ICTC's fixed route services.  
21 Safety and organizational meetings shall be held with all PROVIDER employees at least  
22 once per month.

23 **23.2** PROVIDER shall report all hazardous conditions (e.g., trees, signs, slides, etc.) in the  
24 service area to ICTC and any other appropriate authority and take necessary precautions  
25 to safeguard passengers and personnel.

26 **23.3** PROVIDER shall comply with all CHP and State and Federal Occupational Health and  
27 Safety Administration requirements. PROVIDER shall not permit drivers to bear  
28 weapons of any type while operating a vehicle under this Agreement.



1 **24. INSURANCE REQUIREMENTS:**

2 **24.1** Throughout the life of this Agreement, PROVIDER shall pay for and maintain in full  
3 force and effect all policies of insurance required hereunder with an insurance  
4 company(ies) either (i) admitted by the California Insurance Commissioner to do business  
5 in the State of California and rated not less than "A- VII" in Best's Insurance Rating  
6 Guide, or (ii) authorized by ICTC's Executive Director or his/her designee at any time  
7 and in his/her sole discretion. The following policies of insurance are required:

8 (i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as  
9 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  
11 damage" and "personal and advertising injury" with coverage for premises and operations  
12 (including the use of owned and non-owned equipment), products and completed  
13 operations, and contractual liability (including, without limitation, indemnity obligations  
14 under the Contract) with limits of liability of not less than the following:

15 \$20,000,000 per occurrence for bodily injury and property damage

16 \$20,000,000 per occurrence for personal and advertising injury

17 \$20,000,000 aggregate for products and completed operations

18 \$20,000,000 general aggregate

19 (ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad  
20 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  
22 or other licensed vehicles (Code 1 - Any Auto) with limits of liability of not less than  
23 \$20,000,000 per accident for bodily injury and property damage.

24 (iii) AUTOMOBILE PHYSICAL DAMAGE insurance to include collision, comprehensive  
25 and theft coverage for all ICTC vehicles operated, maintained, used and/or stored by  
26 Provider under this Agreement. This insurance shall include replacement cost coverage  
27 for all ICTC vehicles operated, maintained, used and/or stored by Provider under this  
28 Agreement.



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

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

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

10 **24.2** In the event PROVIDER purchases an Umbrella or Excess insurance policy(ies) to meet  
11 the minimum limits of insurance set forth above, this insurance policy(ies) shall “follow  
12 form” and afford no less coverage than the primary insurance policy(ies).

13 **24.3** PROVIDER shall be responsible for payment of any deductibles contained in any  
14 insurance policies required hereunder and PROVIDER shall also be responsible for  
15 payment of any self-insured retentions. Any deductibles or self-insured retentions must  
16 be declared to, and approved by, the ICTC’s Executive Director or his/her designee. At  
17 the option of the ICTC’s Executive Director or his/her designee, either: (i) the insurer  
18 shall reduce or eliminate such deductibles or self-insured retentions as respects to ICTC,  
19 its board members, officers, employees, agents and volunteers, or (ii) PROVIDER shall  
20 provide a financial guarantee, satisfactory to ICTC’s Executive Director or his/her  
21 designee, guaranteeing payment of losses and related investigations, claim administration  
22 and defense expenses. At no time shall ICTC be responsible for the payment of any  
23 deductibles or self-insured retentions.

24 **24.4** All policies of insurance required hereunder shall be endorsed to provide that the  
25 coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except  
26 after 30 calendar day written notice has been given to ICTC. Upon issuance by the  
27 insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage  
28 or in limits, PROVIDER shall furnish ICTC with a new certificate and applicable

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

5 **24.5**The General Liability (ongoing operations and completed operations) and Automobile  
6 Liability insurance policies shall be written on an occurrence form and shall name ICTC, its  
7 members, board members, officers, officials, employees, agents and volunteers as an  
8 additional insured. Such policy(ies) of insurance shall be endorsed so PROVIDER's  
9 insurance shall be primary and no contribution shall be required of ICTC. The coverage  
10 shall contain no special limitations on the scope of protection afforded to ICTC, its board  
11 members, officers, employees, agents and volunteers. The Automobile Physical Damage  
12 and Fidelity Bond/Crime insurance policies shall name ICTC as a loss payee. The Workers'  
13 Compensation insurance policy shall contain a waiver of subrogation as to ICTC, its  
14 members, board members, officers, officials, employees, agents and volunteers. Should  
15 Provider maintain insurance with broader coverage and/or limits of liability greater than  
16 those shown above, ICTC requires and shall be entitled to the broader coverage and/or the  
17 higher limits of liability maintained by Provider. Any available insurance proceeds in excess  
18 of the specified coverage and minimum limits of insurance coverage shall be available to  
19 ICTC.  
20

21 **24.6** PROVIDER shall furnish ICTC all certificate(s) and applicable endorsements effecting  
22 coverage required hereunder. Upon request of ICTC and before work commences,  
23 PROVIDER shall immediately furnish ICTC with a complete copy of any insurance  
24 policy and all certificates and applicable endorsements required under this Agreement,  
25 with said copy certified by the underwriter to be a true and correct copy of the original  
26 policy. This requirement shall survive expiration or termination of this Agreement.

27 **24.7** If at any time during the life of this Agreement or any extension, PROVIDER or any of  
28 its subcontractors fail to maintain any required insurance in full force and effect, all work



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

8 **24.8** The fact that insurance is obtained by PROVIDER shall not be deemed to release or  
9 diminish the liability of PROVIDER, including, without limitation, liability under the  
10 indemnity provisions of this Agreement. The duty to indemnify ICTC shall apply to all  
11 claims and liability regardless of whether any insurance policies are applicable. The  
12 policy limits do not act as a limitation upon the amount of indemnification to be provided  
13 by PROVIDER. Approval or purchase of any insurance contracts or policies shall in no  
14 way relieve from liability nor limit the liability of PROVIDER, its principals, officers,  
15 employees, agents, persons under the supervision of PROVIDER, vendors, suppliers,  
16 invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or  
17 indirectly by any of them.

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

24 **25. TERMINATION**

25 PROVIDER agrees to comply with all Federal Transit Administration and California Department  
26 of Transportation Required Provisions and Third Party Contract Clauses as set forth in the  
27 document attached hereto as **Attachment A** (REV01-2019 and thereafter most currently  
28 revised), the terms of which are incorporated herein by this reference as if fully set forth.

1 **26. FUTURE CONTRACTUAL SERVICE ADJUSTMENTS.**

2 The service provided is dictated by the ridership demand and economics of the annual budget  
3 process. After a contract has been executed, service demand may increase or decrease. Adjustments  
4 within the original scope of work may take place to the contracted revenue service days or hours  
5 that will affect the service pricing. The ICTC or the PROVIDER may initiate a discussion to adjust  
6 the level(s) of service. Adjustments to pricing for a service hour increase or decrease modification  
7 will be based on the variable cost per hour in effect for that fiscal year, as agreed and submitted  
8 in the proposal submitted entitled "IVT Fixed Route Services Proposal 2019" dated May 8, 2019.  
9 Contact service modifications, subsequent extensions, agreement terms and subsidy are subject  
10 to criteria. Criteria for determining and evaluating the appropriateness of the modification or  
11 extension will be reviewed and approved by the ICTC Commission and Caltrans. Changes will  
12 not be made outside of the scope of work of this project. Changes will not be made to the contract  
13 during the first thirty (30) days of operation. Changes may not be made unilaterally or solely at the  
14 request of a passenger.

15 **27. EMPLOYEE WORK RULES**

16 PROVIDER shall enforce the following employee rules:

17 **27.1** Uniforms must be worn at all times when on duty and shall be clean and presentable at  
18 all times. Uniform designs, colors and ID tags are subject to ICTC approval.

19 **27.2** Gratuities shall not be accepted.

20 **27.3** Drivers shall have a thorough knowledge of ICTC transit services and service areas.  
21 Drivers shall also have a basic knowledge of potential transfer locations for all ICTC  
22 transit services.

23 **27.4 General Rules**

24 **27.4.1** No one will be permitted to smoke, eat or drink aboard vehicles at any time. This  
25 includes passengers and staff.

26 **27.4.2** Boisterous language, profanity or incivility to anyone shall not be allowed while  
27 PROVIDER's personnel is in uniform and representing PROVIDER and ICTC,  
28 whether on- or off-duty.



- 1           **27.4.3** While in uniform, no PROVIDER employee shall purchase, consume or be under  
2           the influence of any narcotic, intoxicant, or harmful drug.
- 3           **27.4.4** Drivers shall be responsible for keeping all vehicles clean and sanitary during  
4           their shift.
- 5           **27.4.5** All PROVIDER employees are responsible for reporting any defects noted in any  
6           vehicle to the supervisor and maintenance department immediately. Drivers shall  
7           conduct a “walk-around” and an in-vehicle inspection of their vehicle and fill out  
8           a form approved by ICTC for denoting the results of such inspection(s) daily.  
9           Drivers shall have maintenance or management personnel resolve any doubt about  
10          the safety of a vehicle prior to placing a vehicle in passenger service.
- 11          **27.4.6** Employees may use vehicles only in accordance with their assigned duties.
- 12          **27.4.7** Employees must conduct themselves and operate vehicles in a safe and courteous  
13          manner at all times.
- 14          **27.4.8** No one shall be permitted to solicit on the vehicle.
- 15          **27.4.9** No item longer than five (5) feet will be permitted on the vehicle.
- 16          **27.4.10** All information regarding accidents shall be treated as confidential. Employees  
17          shall refrain from speaking to anyone concerning any accident unless it is to  
18          police, supervisory personnel, or other person(s) involved in the accident as  
19          required by law.
- 20          **27.4.11** Persons under the influence of any intoxicant, narcotic, or harmful drug shall not  
21          be permitted on the vehicle.
- 22          **27.4.12** Drivers providing service shall be required to travel over prescribed routes. If it  
23          becomes necessary to leave the route, the dispatcher or immediate supervisor shall  
24          be notified immediately.
- 25          **27.4.13** Drivers will provide the assistance required to help elderly and disabled persons  
26          boarding and de-boarding vehicles, moving to their seat and/or maneuvering and  
27          securing wheelchairs. Under no circumstances will drivers enter a passenger’s  
28          residence or physically lift a passenger.



1           **27.4.14** No vehicle shall be operated when its condition is unsafe or uncertain.

2           **27.4.15** No driver shall operate the wheelchair lift until he/she has received the required  
3           training and if there is any doubt whosoever about the mechanical condition of  
4           the lift or safety of the passenger as a result from using the lift. Wheelchair lift  
5           operation shall be in compliance with the methodology recommended by the  
6           organizational equipment manual.

7   **28.    ICTC POLICIES AND STANDARDS**

8           PROVIDER shall meet ICTC transit service policies and standards in the operation of ICTC's  
9           IVT Fixed Service. Penalty payments shall be assessed in accordance with the Table of  
10          Incentives and Penalties.

11   **29.    CONFLICT OF INTEREST**

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

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

16          PROVIDER, by the submission of its Proposal, certifies that it shall operate the fixed route  
17          system in compliance with ICTC operating policies, and with local, State and Federal ordinances,  
18          laws, and regulations applicable to this service. This Agreement may be financed in part with  
19          funding received under §§5307 and 5311 of the Federal Transit Act. All services performed by  
20          PROVIDER shall be performed in accordance and full compliance with all applicable federal  
21          laws and requirements. PROVIDER agrees to comply with all Federal Transit Administration  
22          and California Department of Transportation Required Provisions and Third Party Contract  
23          Clauses as set forth in the document attached hereto as **Attachment A** (REV01-2019 and  
24          thereafter most currently revised), the terms of which are incorporated herein by this reference  
25          as if fully set forth.

26   **31.    INDEMNIFICATION**

27          To the furthest extent allowed by law, PROVIDER shall indemnify, hold harmless and defend  
28          ICTC and each of its members, board members, officers, officials, employees, agents and

1 volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages  
2 (whether in contract, tort or strict liability, including but not limited to personal injury, death at  
3 any time and property damage) incurred by ICTC, PROVIDER or any other person, and from  
4 any and all claims, demands and actions in law or equity (including attorney's fees and litigation  
5 expenses), arising or alleged to have arisen directly or indirectly out of performance of this  
6 Agreement. PROVIDER's obligations under the preceding sentence shall apply regardless of  
7 whether Indemnitees are negligent, but shall not apply to any loss, liability, fines, penalties,  
8 forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful  
9 misconduct, of ICTC or its board members, officers, employees, agents and volunteers.

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

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

15 **32. INDEPENDENT CONTRACTOR**

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

19 **32.1** PROVIDER is not an employee or agent of ICTC and is only responsible for the  
20 requirements and results specified by this Agreement or any other Agreement.

21 **32.2** PROVIDER shall be responsible to ICTC only for the requirements and results specified  
22 by this Agreement and except as specifically provided in this Agreement, shall not be  
23 subject to ICTC's control with respect to the physical actions or activities of PROVIDER  
24 in fulfillment of the requirements of this Agreement.

25 **32.3** PROVIDER is not, and shall not be, entitled to receive from, or through, ICTC, and ICTC  
26 shall not provide, or be obligated to provide, PROVIDER with Worker's Compensation  
27 coverage or any other type of employment or worker insurance or benefit coverage  
28



1 required or provided by any Federal, State or local law or regulation for, or normally  
2 afforded to, an employee of ICTC.

3 **32.4** PROVIDER shall not be entitled to have ICTC withhold or pay, and ICTC shall not  
4 withhold or pay, on behalf of PROVIDER, any tax or money relating to the Social  
5 Security Old Age Pension Program, Social Security Disability Program, or any other type  
6 of pension, annuity, or disability program required or provided by any Federal, State or  
7 local law or regulation.

8 **32.5** PROVIDER shall not be entitled to participate in, or receive any benefit from, or make  
9 any claim against any ICTC fringe program, including, but not limited to, ICTC's pension  
10 plan, medical and health care plan, dental plan, life insurance plan, or any other type of  
11 benefit program, plan, or coverage designated for, provided to, or offered to ICTC's  
12 employee.

13 **32.6** ICTC shall not withhold or pay, on behalf of PROVIDER, any Federal, State, or local  
14 tax, including, but not limited to, any personal income tax, owed by PROVIDER.

15 **32.7** PROVIDER is, and at all times during the term of this Agreement, shall represent and  
16 conduct itself as an independent contractor, not as an employee of ICTC.

17 **32.8** PROVIDER shall not have the authority, express or implied, to act on behalf of, bind or  
18 obligate the ICTC in any way without the written consent of ICTC.

19 **33. ASSIGNMENT**

20 Neither this Agreement nor any duties or obligations hereunder shall be assignable by  
21 PROVIDER without the prior written consent of ICTC.

22 **34. CONTRACTUAL DISPUTE RESOLUTION**

23 PROVIDER agrees to comply with all Federal Transit Administration and California  
24 Department of Transportation Required Provisions and Third Party Contract Clauses as set forth in the  
25 document attached hereto as **Attachment A** (REV01-2019 and thereafter most currently revised), the  
26 terms of which are incorporated herein by this reference as if fully set forth.

27 ///

28 ///

1 **35. NOTICES AND REPORTS**

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

4 ICTC  
5 Imperial County  
6 Transportation Commission  
7 Attention: Mark Baza, Executive Director  
8 1503 N Imperial Ave., Suite 104  
9 El Centro, CA 92243

PROVIDER  
First Transit, Inc.  
Jay Jeter, Regional Vice President Southwest  
13200 Crossroads Parkway North Suite 450  
City of Industry, CA 91746

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

14 **36. ENTIRE AGREEMENT**

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

18 **37. MODIFICATION**

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

22 **38. CAPTIONS**

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

25 **39. PARTIAL INVALIDITY**

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

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

As used in this Agreement and whenever required by the context thereof, each number, both



1 singular and plural, shall include all numbers, and each gender shall include a gender. PROVIDER as  
2 used in this Agreement or in any other document referred to in or made a part of this Agreement shall  
3 likewise include both singular and the plural, a corporation, a partnership, individual, firm or person  
4 acting in any fiduciary capacity as executor, administrator, trustee or in any other representative capacity  
5 or any other entity. All covenants herein contained on the part of PROVIDER shall be joint and several  
6 if more than one person, firm or entity executes the Agreement.

7 **41. WAIVER**

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

11 **42. CHOICE OF LAW**

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

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

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

19 **44. FORCE MAJEURE**

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

26 **45. AUTHORITY**

27 Each individual executing this Agreement on behalf of PROVIDER represents and warrants that:  
28



1       **45.1** He/She is duly authorized to execute and deliver this Agreement on behalf of  
2           PROVIDER;

3       **45.2** Such execution and delivery is in accordance with the terms of the Articles of  
4           Incorporation or Partnership, any by-laws or Resolutions of PROVIDER and;

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

8       **46.    SUSPENSION AND DEBARMENT**

9           PROVIDER agrees to comply with all Federal Transit Administration and California Department  
10          of Transportation Required Provisions and Third Party Contract Clauses as set forth in the document  
11          attached hereto as **Attachment A** (REV01-2019 and thereafter most currently revised), the terms of  
12          which are incorporated herein by this reference as if fully set forth.

13       **47.    DISADVANTAGED BUSINESS ENTERPRISE**

14          PROVIDER agrees to comply with all Federal Transit Administration and California Department  
15          of Transportation Required Provisions and Third Party Contract Clauses as set forth in the document  
16          attached hereto as **Attachment A** (REV01-2019 and thereafter most currently revised), the terms of  
17          which are incorporated herein by this reference as if fully set forth.

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

3  
4 **IMPERIAL COUNTY  
TRANSPORTATION COMMISSION:**

**PROVIDER:**

5  
6  
7 By: \_\_\_\_\_  
8           Chairperson

By:   
9  
10 \_\_\_\_\_  
11 **BRADLEY A. THOMAS**  
12 **President**

13  
14  
15 **ATTEST:**

16 \_\_\_\_\_  
17 **CRISTI LERMA**  
18 **Secretary to ICTC**

19  
20  
21 **APPROVED AS TO FORM:**

22 \_\_\_\_\_  
23 **KATHERINE TURNER**  
24 **County Counsel**

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

# VI. ACTION CALENDAR

## VI. ACTION CALENDAR

- B. Competitive Bid Process for the IVT ACCESS ADA Paratransit System – 5 Year Operating Agreement, FY 2019-20 to FY 2023-24



1503 N. IMPERIAL AVE. SUITE 104  
EL CENTRO, CA 92243-2875  
PHONE: (760) 592-4494  
FAX: (760) 592-4410

July 3, 2019

ICTC Management Committee  
Imperial County Transportation Commission  
1503 N. Imperial Ave. Suite 104  
El Centro, CA 92243

**SUBJECT:** Competitive Bid Process for the IVT ACCESS ADA Paratransit System – 5 Year Operating Agreement, FY 2019-20 to FY 2023-24

Dear Committee Members:

**IVT ACCESS** is the complementary public paratransit service bus system in service since 1994, per the Americans with Disabilities Act (ADA). The service operates in tandem with **Imperial Valley Transit (IVT)**, and is designed for persons with disabilities, with coordinated service schedules and services areas.

The vehicles operated are lift equipped minibuses designed for the physically and/or cognitively disabled passenger. Currently, the service operates seven (7) days a week, with a 14-day advance reservation system. There is an average of 86 passengers a day and the farebox ratio is approximately 4.3%.

Features included in this service contract, include the following:

- Gasoline fuel
- A fuel escalator for fuel prices that exceed \$3.80 a gallon
- A 5% marketing allowance (developed annually based on available funding)
- Eleven (11) Cutaway lift equipped style buses
- Dedicated in house maintenance support services and maintenance vehicles
- The continuation of two leased dedicated local facilities to accommodate bus parking, office personnel, training, administrative and maintenance activities
- Bilingual requirements for drivers and customer contact personnel
- Ten community service hours per month
- Local coordinated multi service call center with bilingual dispatching and computerized reservation system

ICTC recently completed a competitive bid focused on the ADA paratransit system for a five year period. The goal was to continue to provide the public fixed route transit service and the procurement method was the standard Request for Proposals (RFP) in accordance with federal Third Party Contracting Guidance (FTA Circular 4220.1F), and the Best Practices and Procurements Process, Lessons Learned (2016)

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

ICTC expanded the revenue service hours for the fixed route system, adding 406 hours in FY 2019-20 and 10,737 in FY 2020-21, to the five-year Scope of Work as a result of the recently completed Short Range Transit Plan, and the annual Unmet Transit Needs Public hearing process. However, the paratransit system is based on reservations/requests for service and additional revenue service hours may be added later based on this demand.

Various methods of promulgation and advertisement included: a legal notice in the IV PRESS newspaper, bid availability notices in the procurement sections on the Cal Act website, the California Transit Association website and the ICTC website.

Two operators (including the incumbent First Transit, Inc.) attended the non-mandatory pre bid on April 17, 2019. The other vendor in attendance at the pre-bid declined the offered facility walk through offered that day. One proposal from the incumbent operator (First Transit, Inc.) was ultimately received by the specified closing time/date of May 10, 2019.

A Proposal Evaluation Committee comprised of staff from the Southern California Association of Governments (SCAG) Caltrans District 11 and ICTC reviewed the proposal on May 16, 2019. The proposal met the required screening for responsiveness i.e. met deadline, DBE documentation, required forms etc. ICTC staff also completed the documentation for excluded parties (SAMs), a labor allocation comparison and a vehicle resource/usage report to identify shortcomings or other issues as compared to the current operation.

Because this is a federally funded project and one proposal was received, ICTC staff had to treat the proposal as a single bid. This required a thorough review to determine if the RFP scope of work was overly restrictive or favored the incumbent operator.

A preliminary review by ICTC indicated that there were eight other bids from other public agencies within the same time frame including but not limited to several large opportunities; LA DOT, Yuba Sutter Transit, San Diego MTS, Spokane Transit and City of Monterey Park. The average "Days Out" of the RFPs by these eight agencies was 46 days. The ICTC "Days Out" schedule was slightly above average at 51 days.

The main factor is that while ICTC now owns its fleet of 65 buses, vendors still must acquire an operations facility for this five-year contract cycle from either the current privately owned leased facility or other facilities available on the open market. An additional factor is that ICTC cannot change the geographic location of its operations, to make them closer to an operator's other contracted service locations. The extreme summer temperatures does not lend itself well in this or previous procurements.

The solicitation, scope or spec relative to the transit operator providing the leased bus operating facility can not be modified. In addition, The contract start date is a vitally important target for ICTC. Any delays in the project start date limits the availability of federal funding, which will have damaging and negative impacts by reducing revenue service hours, affecting the passenger ridership. ICTC can not fund the transit service contract with only State and local funding.

Vendors were notified in person and via email several times through out the preceeding year in 2018 of ICTC's intention to solicit proposals. ICTC responded to several public requests for information from these same vendors by reproducing documents and performance data, at no cost to the requestor, in order to allow potential bidders to thoroughly familiarize themselves with the project site and scope, prior to the release of the RFPs. The other vendors had sufficient time and information provided to them so that the decision to submit proposals or not was theirs to make. Only one transit operator other than the incumbent attended the prebid conference and this operator declined the bus facility walk through offered by ICTC staff.

The lack of response is not within ICTC's control due to business decisions made by potential vendors to make the decisions most advantageous to them regarding which bids were the most lucrative to compete for. ICTC had four service contracts open and available, and even provided a choice to the vendor as to how many of the service contracts to bid upon, allowing smaller business to compete.



The proposal was responsive in that it indicated a proven capability, identified the appropriate staffing levels; appropriate vehicle usage recommendations; a superior transition plan including identifying a schedule and details for phone and radio communications; a sensitivity to meeting the needs of seniors and disabled passengers; in house maintenance capabilities; adequate facilities; maximum bilingual capabilities; the use of newer industry technology and software for reservations and dispatch; and, performance data management.

A determination can be made that adequate competition was achieved as there are no factors or conditions within ICTC's control that would have contributed to a different outcome. Therefore, a repeat of this competitive bid process would not produce a different result.

As First Transit Inc is the incumbent operator, there are no start up tasks/costs or fleet transition inspections to complete.

The proposed IVT ACCESS service contract is recommended for a three-year term, with two one year option years and will provide the opportunity to circulate a competitive bid in FY 2024. The total five year pricing for this contract reflects a decrease of 5% over the ICTC project estimate. The decrease is primarily related to fixed costs associated with the consolidation of contracts under one operator being apportioned across all four contracts. Increased cost may surface based on time adjustments to the fixed route system at a later time.

Therefore, ICTC staff is satisfied with regards to the bidding environment and the reasons why it only received one bid. ICTC staff has determined that while it has negotiated a single bid contract, the price is fair and resulted in a reasonably priced contract. The contract negotiations have been completed and are presented for contract award.

Funding for our transit services are derived from the State's Transportation Development ACT (TDA) Fund, the State Transit Assistance Fund (STA), as well as, grants from the Federal Transit Administration (FTA).

The performance goals for IVT ACCESS are recommended to be revised and set at:

5 Year Performance Standards	
pass/hour	2.2
pass/day	87
pass/mile	.1
hours/FTE	0
Cost/Pass	\$ 53.85
Sub/Pass	\$ 48.46
Cost/Hour	\$ 115.99
Cost/Mile	\$ 5.79
Farebox	10%

Caltrans has approved the competitive bid and recommendation for contract award.

The original Request for Proposal, proposal, scope of work and exhibits referenced are available for review at the ICTC administrative offices by request.

It is requested that the Management Committee recommend that the Commission consider the following for their review and approval, after any public comment that may be received:

1. Authorize the Chairman to sign an operating agreement with FIRST TRANSIT, INC. for the continued operation of IVT ACCESS with an annual not to exceed annual operating subsidy (as listed), with an annual not to exceed up to 5% marketing allowance, with an annual fuel escalator clause:
  - A. For the period August 1, 2019 through June 30, 2020, the annual not to exceed subsidy is set at \$1,254,303.
  - B. For the period July 1, 2020 through June 30, 2021, the annual not to exceed subsidy is set at \$1,440,415.
  - C. For the period July 1, 2021 through June 30, 2022 the annual not to exceed subsidy is set at \$1,503,249.
  - D. For the period July 1, 2022 through June 30, 2023, the annual not to exceed subsidy is set at \$1,555,164.
  - E. For the period July 1, 2023 through June 30, 2024, the annual not to exceed subsidy is set at \$1,641,553.
2. Adopt the Performance Goals for the operation of IVT ACCESS
3. Direct staff to terminate for convenience the FY 2019 IVT ACCESS contract extension approved on June 28, 2019.

Sincerely,

MARK BAZA  
Executive Director

BY: 

David Aguirre  
Transit Programs Manager

Attachment

**AGREEMENT FOR IVT ACCESS PARATRANSIT SERVICES**

THIS AGREEMENT FOR IVT ACCESS PARATRANSIT SERVICES (“this Agreement”), made and entered into effective the \_\_\_\_ day of \_\_\_\_\_, 2019, is by and between the IMPERIAL COUNTY TRANSPORTATION COMMISSION (“ICTC”), and FIRST TRANSIT, INC., a Delaware corporation authorized to conduct business in California (“PROVIDER”).

**WITNESSETH**

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

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

**WHEREAS**, ICTC has authorized and circulated a Request for Proposal for the IVT ACCESS paratransit services among prospective PROVIDERs for the delivery of the IVT ACCESS paratransit system in accordance with the Americans with Disabilities Act (ADA).

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

**1. TERM AND RIGHT OF EXTENSION**

**1.1.** This Agreement shall commence on August 1, 2019 and shall continue until June 30, 2022, and if all two (2) one (1) year extension option periods are exercised pursuant to paragraph 1.2 herein, the Agreement shall continue until June 30, 2024.

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

**1.2.1.** From July 1, 2022 through June 30, 2023; and

**1.2.2.** From July 1, 2023 through June 30, 2024; and

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

1 **2. DEFINITIONS**

- 2 **2.1** “Request for Proposal” shall mean “IVT ACCESS ADA Paratransit System Paratransit  
3 Services Request for Proposal FY 2019” dated March 2019 and is incorporated herein by  
4 this reference.
- 5 **2.2** “Proposal” shall mean PROVIDER’s completed proposal entitled “IVT ACCESS ADA  
6 Paratransit System Request for Proposal FY 2019” dated May 8, 2019, PROVIDER  
7 submitted to ICTC on the proposal due date and is incorporated herein by this reference.
- 8 **2.3** “Attendant” shall include one (1) individual to assist the disabled passenger.
- 9 **2.4** “Certified passenger” shall include those individuals deemed eligible for the paratransit  
10 service through the formal certification process.
- 11 **2.5** “Disability,” with respect to an individual, shall include all impairments as defined by the  
12 Act at 49 Code of Federal Regulations (“CFR”) 37.3.
- 13 **2.6** “General public” shall include those individuals that do not have an impairment(s) as defined  
14 by the Act at 49 CFR 37.3.
- 15 **2.7** “One-way trip” is defined as authorized travel between two (2) points. A new One-Way  
16 Trip begins with the cessation of the previous trip.
- 17 **2.8** “Senior” shall include individuals who are sixty years of age or older.
- 18 **2.9** “Subscriber” shall include individuals who travel to the same destination at the same time  
19 on a regular basis.

20 **3. DESCRIPTION OF WORK**

- 21 **3.1** The services to be provided under this agreement with ICTC are those contained in the  
22 document entitled “IVT ACCESS Paratransit Services Scope of Work FY 2019-2020  
23 through FY 2023-24”, attached hereto as Exhibit “A” and incorporated by this reference.
- 24 **3.2** This Agreement is for specific paratransit services and implies a complimentary service  
25 that operates its services based upon the public fixed-route bus schedule. This set,  
26 designated pattern and routes of travel, within a designated operating area and with  
27 specific hours of operation, shall be called “windows” and “corridors”. There may be  
28 fixed-route trips or routes that are in a demonstration phase through the Term and, if



1 applicable, the Extension Term of this Agreement. These demonstration routes will not  
2 be subject to the paratransit service required by the Act until, the PROVIDER is notified  
3 by the Executive Director or his designee, or they are officially made a permanent part of  
4 the public regional transit system. The Remote Zones of the fixed route system shall be  
5 provided ADA paratransit service utilizing fixed-route deviation service upon request by  
6 the public fixed-route bus system and are not subject to this Agreement.

7 **3.3** In the event of a conflict among this Agreement, the Request for Proposal and the Proposal,  
8 the Request for Proposal shall take precedence over the Proposal and this Agreement shall  
9 take precedence over both.

10 **4. RESPONSIBILITIES OF PROVIDER**

11 **4.1** PROVIDER shall provide management, technical and operating personnel, services,  
12 equipment, non revenue service hour vehicles and facilities necessary for the operation  
13 of ICTC's paratransit services. In additional, PROVIDER shall participate fully in the  
14 meetings and events of the Social Services Transportation Advisory Council (SSTAC).

15 **4.2** In providing the services and oversight provided pursuant to this Agreement, PROVIDER  
16 will act in the capacity of an independent contractor and will provide management,  
17 technical and operating personnel, services, equipment and facilities necessary for the  
18 operation of ICTC's paratransit services.

19 **4.3** In the event of a major emergency (e.g., earthquake, flood or manmade catastrophe),  
20 PROVIDER shall make transportation and communication resources available to the  
21 degree possible for emergency assistance. Line of Instruction may or may not be direct  
22 through ICTC. PROVIDER shall take instruction from the organization that has assumed  
23 responsibility for the evacuation and/or transport of injured and ambulatory wounded and  
24 movement of persons to food and shelter facilities, e.g., local police or ICTC's Office of  
25 Emergency Services.

26 **4.4** PROVIDER shall comply with all terms, conditions and requirements of the Request for  
27 Proposal and this Agreement.  
28



1 4.5 PROVIDER shall perform such other tasks as necessary and proper for the full  
2 performance of the obligations assumed by PROVIDER hereunder.

3 5. **RESPONSIBILITIES OF ICTC**

4 5.1. ICTC will provide management oversight, establish priorities for service delivery,  
5 perform on-going planning, programming and establish related policies for all activities  
6 relative to the services, service areas, fares, schedules, days and hours of operations,  
7 preparation of planning documents, budgets, grant applications and related  
8 documentation, certification and eligibility and other such activities relative to overall  
9 system administration and contract compliance monitoring.

10 5.2. ICTC will pay a not-to-exceed annual reimbursement or subsidy within thirty (30) days after  
11 submittal of monthly invoices pertaining to the service. The monthly subsidy will be  
12 calculated by the subtraction of fare revenues collected and retained by the PROVIDER,  
13 from the cost, and will be paid in arrears. PROVIDER shall establish and maintain  
14 accounting records as required by ICTC, the Federal Transit Authority (FTA), the State  
15 Department of Transportation (Caltrans), and Imperial County Transportation  
16 Commission (ICTC). PROVIDER will be subject to annual fiscal and operational audits.

17 5.3. Disputes between passengers and PROVIDER will first be handled by PROVIDER's  
18 management personnel. ICTC will inform PROVIDER of all disputes. ICTC shall act  
19 as the final step and/or body of appeals in the resolution of any service complaints that  
20 PROVIDER is unable to resolve.

21 5.4. ICTC reserves the right to impose financial penalties for situations or items in this  
22 Agreement that are violated. (See Exhibit "A", Appendix A-3, for Table of Incentives or  
23 Penalties). Adjustments would be made at the time of monthly compensation.

24 5.5. An authorized agent of ICTC will handle administration, monitoring and determination  
25 of compliance with the requirements of this Agreement. All aspects of daily operations  
26 will be available to inspection/observation by an authorized representative of ICTC.

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1 **6. SERVICE IMPLEMENTATION**

2 The service area designation, service days and hours, and service miles shall be those specified in  
3 Exhibit “A” – “IVT ACCESS Paratransit Services Scope of Work FY 2019-2020 through FY 2023-  
4 24”.

5 **7. REPRESENTATIONS BY PROVIDER.**

6 **7.1** PROVIDER understands and agrees that ICTC has limited knowledge in the transit services  
7 specified in the description of work. PROVIDER has represented itself to be expert in these  
8 fields and understands that ICTC is relying upon such representation.

9 **7.2** PROVIDER represents and warrants that it is a lawful entity possessing all required licenses  
10 and authorities to do business in the State of California and perform all aspects of this  
11 Agreement.

12 **7.3** PROVIDER shall not commence any work under this Agreement or provide any other  
13 services, or materials, in connection therewith until PROVIDER has received written  
14 authorization from the ICTC Executive Director or his designee, via a Notice to Proceed,  
15 to do so.

16 **7.4** PROVIDER represents and warrants that the people executing this Agreement on behalf  
17 of PROVIDER have the authority of PROVIDER to sign this Agreement and bind  
18 PROVIDER to the performance of all duties and obligations assumed by PROVIDER  
19 herein.

20 **7.5** PROVIDER represents and warrants that any employee, PROVIDER, subcontractor and  
21 agent who will be performing any of the duties and obligations of PROVIDER herein  
22 possess all required licenses and authorities, as well as the experience and training, to  
23 perform such tasks.

24 **7.6** PROVIDER represents and warrants that the allegations contained in its Proposal are true  
25 and correct.

26 **7.7** PROVIDER understands that ICTC considers the representations made herein to be  
27 material and would not enter into this Agreement with PROVIDER if such  
28 representations were not made.

1 **8. COMPENSATION**

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

3 **8.1.** A fixed hourly rate per fiscal year shall apply for each vehicle service or revenue hour.  
4 The fixed hourly rate shall apply for the assigned fiscal year. Vehicle revenue hours will  
5 be calculated based upon the actual time that each revenue service vehicle is in service  
6 and available to passengers. Vehicle revenue hours shall specifically exclude  
7 deadhead hours, including time for travel to and from the first stop and after the last stop,  
8 storage facilities, fueling facilities, road tests, inspections training, personnel lunches and  
9 breaks.

10 **8.2.** The fixed hourly rate per fiscal year will be determined by the use of the combination of  
11 two other rates divided by the total annual vehicle service hours.

12 **8.2.1.** A variable monthly rate for all cost elements assigned to PROVIDER that can  
13 change.

14 **8.2.2.** A fixed monthly rate for all cost elements assigned to PROVIDER with known  
15 quantities or costs that are not included in the variable monthly rate.

16 **8.3.** Compensation for services provided for under Exhibit "A" – "IVT ACCESS Paratransit  
17 Services Scope of Work FY 2019-2020 through FY 2023-24" shall be as follows:

18 **8.3.1.** For the period August 1, 2019 through June 30, 2020, the price is identified as  
19 \$1,393,669. The fare box is established at ten percent (10%); therefore the annual  
20 not-to-exceed subsidy shall be \$1,254,302.

21 **8.3.2.** For the period July 1, 2020 through June 30, 2021, the price is identified as  
22 \$1,600,461. The fare box is established at ten percent (10%); therefore the annual  
23 not-to-exceed subsidy shall be \$1,440,415.

24 **8.3.3.** For the period July 1, 2021 through June 30, 2022, the price is identified as  
25 \$1,670,276. The fare box is established at ten percent (10%); therefore the annual  
26 not-to-exceed subsidy shall be \$1,503,248.



1           **8.3.4.** For the period July 1, 2022 through June 30, 2023, the base price is identified as  
2                           \$1,727,960. The fare box is established at ten percent (10%); therefore the annual  
3                           not-to-exceed subsidy shall be \$1,555,164.

4           **8.3.5.** For the period July 1, 2023 through June 30, 2024, the base price is identified as  
5                           \$1,823,948. The fare box is established at ten percent (10%); therefore the annual  
6                           not-to-exceed subsidy shall be \$1,641,553.

7           **8.3.6.** The fare box recovery ratio of 10% (or any other fare box ratio calculated and  
8                           ultimately required during the course of this Agreement) is subject to the  
9                           deduction of normal Transportation Development Act operating cost exclusions.

10          **8.3.7.** In the event that the required fare box revenue is not achieved on an annual basis,  
11                           the PROVIDER may be allowed to request compensation from the ICTC for  
12                           reimbursement up to the agreed upon annual cost. The lack of attainment for the  
13                           annual fare box revenue must not be due to circumstances affecting the quality of  
14                           transit service within the PROVIDER's control, e.g. ICTC's documentation of  
15                           poor maintenance affecting the reliability of service or passenger comfort on  
16                           vehicles, or inappropriate behavior by customer service staff or vehicle drivers.

17          **8.4.** In the event that fuel costs are increased beyond PROVIDER's control and the negotiated  
18                           rate, ICTC will offer PROVIDER an additional amount to offset the increase in costs. A  
19                           fuel escalator clause shall contain the following provisions:

20          **8.4.1.** The fuel escalator shall be calculated as follows: the full amount that fuel costs  
21                           exceed the vehicle fuel budget line item shall be adjusted downward by any  
22                           savings in any other line item category that has not been fully utilized.

23          **8.4.2.** The request for additional subsidy shall be submitted to ICTC at the conclusion  
24                           of the fiscal year in which the costs are incurred. The request shall be  
25                           accompanied by an accounting developed by PROVIDER, and invoices  
26                           substantiating said increase.

27          **8.4.3.** The cost of fuel is negotiated at a rate set at \$3.80 per gallon for the term of this  
28                           Agreement.



1 **9. FARE BOX**

2 **9.1.** Fare Box Revenue. Fareboxes are required. Vehicle operators will not make change for  
3 passengers.

4 **9.2.** Fare Collection. PROVIDER's staff can collect fares in advance where feasible. Vehicle  
5 operators shall also collect fares as established by ICTC and maintain an accurate count  
6 of all boarding passengers by fare category. Vehicle operators shall not make change for  
7 passengers.

8 **9.3.** Fare box revenue shall be counted by PROVIDER's office employees daily and  
9 reconciled against the stated number of passenger trips. Any shortages must be  
10 investigated and corrected by PROVIDER. PROVIDER will deposit farebox revenue  
11 daily. Fare box revenue is the property of ICTC, and PROVIDER will submit written  
12 reports to ICTC of revenue collection.

13 **9.4.** Transfers. PROVIDER shall also develop a transfer procedure and collect transfers to  
14 and from IVT branded services or other public agency transit services. PROVIDER shall  
15 account for it in its report of revenue collected.

16 **9.5.** Prepaid Fare Revenue. PROVIDER shall develop and collect prepaid fare revenue from  
17 individuals, educational facilities and social service agencies. Revenue shall be collected  
18 by PROVIDER personnel as needed but at a minimum on a monthly basis.

19 **10. PERFORMANCE STANDARDS**

20 Standards and evaluation criteria will be utilized to annually measure performance and efficiency  
21 of routes, and PROVIDER performance. This criterion is reported to State and Federal agencies  
22 annually. For the purposes of this Agreement, criteria will be negotiated and  
23 established: Performance standards for service implementation shall be those specified in  
24 Exhibit "A", Appendix A-1 – "IVT ACCESS Paratransit Services Scope of Work FY 2019-2020  
25 through FY 2023-24".

26 **11. MARKETING**

27 **11.1** Approval. Not later than thirty (30) days after the execution of this Agreement and ninety  
28 (90) days prior to the end of the fiscal year thereafter, PROVIDER shall participate in the

1 development of a marketing plan with ICTC and ICTC's consultant specific to the IVT  
2 ACCESS services for ICTC's final approval. The marketing plan shall indicate all  
3 proposed activities with a corresponding budget of 5% of the total cost of the service for  
4 the fiscal year. PROVIDER shall be responsible for working with ICTC staff and  
5 consultant for the development and preparation, subject to the approval of ICTC, of all  
6 marketing materials for the IVT ACCESS paratransit services. PROVIDER will  
7 coordinate the placement, scheduling and distribution of all advertising and promotional  
8 materials designed to inform patrons of ICTC services and to promote ridership.

9 **11.2** Preparation. PROVIDER shall be responsible for the preparation and printing of all  
10 necessary passes, tickets and transfers to be used in the paratransit service.

11 **11.3** Distribution. PROVIDER shall distribute and disseminate such materials in accordance  
12 with the provisions of this Agreement and any directions supplemental thereto provided  
13 by ICTC.

14 **11.4** Promotion. PROVIDER shall promote the service for ICTC, and distribute brochures  
15 and other materials.

16 **11.5** Presentation. PROVIDER shall, under the direction of ICTC, provide contact on an as-  
17 needed basis with private and non-profit community agencies, job resource centers and  
18 local governing bodies to promote interest and use in the transit services of ICTC. These  
19 contacts shall include, but not be limited to speaking engagements and displays.

20 PROVIDER will participate as a technical resource contact with user groups or agencies  
21 as required, including meetings of ICTC committees or commission meetings upon  
22 request.

23 **11.6** Comment Cards. PROVIDER shall develop and distribute passenger comment cards.  
24 PROVIDER will respond to all comments with copies of response provided to ICTC.  
25 PROVIDER will provide statistical summaries of frequency and patterns of comments to  
26 ICTC on a monthly basis.

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1 **12. CUSTOMER SERVICE**

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

8 **12.2 TDD/FAX.** PROVIDER's telephone system shall have TDD or equivalent, and FAX  
9 capabilities. PROVIDER shall publish these phone numbers in local telephone  
10 directory(ies).

11 **12.3 Exclusivity of Phone Services.** PROVIDER's customer service telephone numbers shall  
12 be used solely for the purpose of providing customer information, serving trip requests  
13 and those activities required under the Scope of Work, and shall not be used by  
14 PROVIDER for any other purpose or business. These telephones shall be answered as  
15 specified by ICTC.

16 **12.4 Rollover of Phone.** Upon termination of this Agreement, PROVIDER's customer service  
17 telephone numbers shall remain within the jurisdiction of ICTC. Any new PROVIDER  
18 would be responsible for transferring PROVIDER's customer service telephone numbers  
19 to their service.

20 **12.5 Bilingual Capability.** PROVIDER shall provide bilingual dispatchers or information  
21 operators, and drivers who can fluently speak both the English and Spanish languages  
22 and are knowledgeable of time schedules, routes, window corridors and transit services  
23 of ICTC as is necessary to answer customer information requests, refer passengers to  
24 other public transit service PROVIDERs and/or questions in a courteous, timely and  
25 professional fashion.

26 **13. COORDINATION**

27 **13.1 Consultation.** PROVIDER represents itself as an expert in the field of public paratransit.  
28 As such, PROVIDER shall provide ICTC with minor technical assistance and

1 consultation in such matters as operating policies, funding and coordination with other  
2 transit PROVIDERs at no additional charge to ICTC. At no time will PROVIDER be  
3 required to prepare intensive or in-depth studies without mutually agreed-upon  
4 compensation. Periodically, consultants will request information or interviews with  
5 PROVIDER staff. PROVIDER is required to cooperate with all ICTC-administered  
6 consultant projects.

7 **13.2** Service Recommendations. PROVIDER shall report to ICTC and shall make  
8 recommendations as to changes to improve ICTC's paratransit service on a case-by-case  
9 basis. PROVIDER may not make any permanent changes that affect the quantity, quality  
10 or nature of the paratransit service without obtaining ICTC's written permission.

11 **14.** MANAGEMENT

12 **14.1** General Manager/Operations Manager. ICTC shall participate in the selection and  
13 approval of the person serving as General Manager/Operations Manager. In the event  
14 that the General Manager must be replaced, ICTC will participate in the selection and  
15 approval of the replacement.

16 **14.2** Day-to-Day Operations. PROVIDER will manage the day-to-day operation in  
17 accordance with the adopted operations plan and good management practices.  
18 Management of day-to-day operations of the system will be vested in at least one (1) local  
19 management individual who shall be experienced in all aspects of public paratransit  
20 operations. The individual shall be responsible for managing and monitoring all aspects  
21 of the system operation including but not limited to maintenance, repair, fueling, security,  
22 supply of on-line and spare vehicles, warranty work, quality of service, accounting, fare  
23 collection, personnel and contract administration. PROVIDER shall supply ICTC with a  
24 twenty-four (24) hour emergency telephone number at which PROVIDER can be  
25 reached.

26 **14.3** Priority of Service. The General Manager/Operations Manager shall be employed and  
27 available on a full-time basis.  
28



1           **14.4** Executive Level Availability. PROVIDER shall also designate a responsible executive  
2 level employee of PROVIDER to be available at all times, either by phone or in person,  
3 to make decisions or provide coordination as necessary. This executive must be  
4 authorized to act throughout the service area on behalf of PROVIDER. This individual  
5 may not be the same individual as the General Manager/Operations Manager.

6           **14.5** Operational Efficiency. PROVIDER shall seek out and implement methods of improving  
7 system operations, service and cost-effectiveness along with improvements to correct  
8 deficiencies and substandard performance. After approval by ICTC, results will be  
9 reported to ICTC via the monthly management summary (“MSS”) report, activity report  
10 or direct memorandum, along with a summary of any corrective actions that have been  
11 taken. PROVIDER shall review and comment on plans, equipment purchases, operative  
12 changes and related proposals of ICTC.

13 **15. GENERAL REPORTS AND RECORDKEEPING**

14           **15.1** PROVIDER shall collect data on the operation of the paratransit service system and  
15 supply the data to ICTC on a monthly basis, or as may otherwise be directed below. All  
16 such information supplied by PROVIDER shall be certified as accurate.

17           **15.2** Management Information System. PROVIDER's Management Information System shall  
18 utilize Word, Excel, Power Point, Access, Adobe Acrobat and e-mail and provide an  
19 adequate methodology to gather, store, retain, calculate, compute, cross-reference and  
20 display in textual, tabular and graphic form all operating, performance and financial data  
21 associated with this Agreement. In addition, e-mail capability is required to communicate  
22 with ICTC. ICTC uses IBM-compatible computer equipment.

23           **15.3** Monthly Reports. PROVIDER will report the information on a monthly basis in the  
24 format as described in Exhibit A, Appendix E to “IVT ACCESS Paratransit Services  
25 Proposal 2019 – Reporting”.

26           **15.4** Annual Reports. PROVIDER will report the information on an annual basis in the format  
27 as described in Exhibit A, Appendix E to “IVT ACCESS Paratransit Services Proposal  
28 2019 – Reporting”.

1           **15.5** Miscellaneous Reports. In addition to the monthly and annual reporting, PROVIDER  
2 shall supply any and all reports necessary to comply with requirements of ICTC and other  
3 local, State or Federal authorities. These reports shall include but not be limited to all  
4 required California Air Resource Board Urban or Medium Bus Operators Emission  
5 Requirements, California Transportation Development Act and FTA and National Transit  
6 Database reporting requirements.

7           **15.6** Accident Reporting. PROVIDER shall provide ICTC with immediate telephone  
8 notification of accidents. PROVIDER shall forward written copies of accident reports  
9 within one (1) business day for injury accidents and three (3) business days for non-injury  
10 accidents. PROVIDER shall also forward all California Highway Patrol (“CHP”) Safety  
11 Compliance Reports within two (2) business days after CHP submission to PROVIDER.

12           **15.7** Survey/Study/Analysis Data. ICTC may periodically conduct surveys of ridership during  
13 the term and, if applicable, the extension term of this Agreement. These surveys may  
14 determine matters including socioeconomic, origination and destination and fare-type  
15 characteristics of paratransit service system users. PROVIDER shall cooperate in the  
16 conduct of all surveys, including having its in-service drivers participate where  
17 operationally possible, at no additional charge to ICTC.

18           **15.8** Proprietary Restriction. PROVIDER agrees that all information it must furnish pursuant  
19 to this Agreement shall be free from proprietary restrictions unless identified during  
20 negotiation and mutually agreed-upon. PROVIDER further agrees that other such data  
21 is public and in the public domain.

22           **15.9** Maintenance of Data. PROVIDER shall maintain accurate and complete books, records,  
23 data and documents on generally-accepted accounting principles in accordance with  
24 Uniform System of Accounts and Records adopted by the State Controller pursuant to  
25 Section 99243 of the Public Utilities Code, and as required by ICTC or the California  
26 Department of Transportation (“Cal Trans”). Such records shall be kept in such detail  
27 and form so as to meet applicable local, State and Federal requirements.  
28



1           **15.10** Accountability. A complete and separate set of books, accounts and/or records shall be  
2           maintained by PROVIDER, which records shall show details of transactions pertaining  
3           to the management, maintenance and operation of only this system under the terms of this  
4           Agreement. System transactions shall not be co-mingled with PROVIDER's other  
5           operations. PROVIDER's records shall be kept with sufficient detail to constitute an audit  
6           trail to verify that any and all costs charged to the system created by this Agreement are  
7           in fact due to operations pursuant to this Agreement, and not due to separate or charter  
8           operations by PROVIDER. ICTC auditors shall perform a random audit of the financial  
9           records of the service on an annual basis.

10           **15.11** Maintenance Records. PROVIDER shall keep and maintain all work orders, warranty  
11           dockets and maintenance records on vehicles and equipment, separated by vehicle, until  
12           this Agreement is terminated. PROVIDER shall release all such documents to ICTC  
13           upon request or upon termination of this Agreement.

14           **15.12** Access. ICTC, Caltrans, FTA and the Comptroller General of the United States, or any  
15           of their duly authorized representatives, shall have access to any books, documents,  
16           papers, and records of PROVIDER which are directly pertinent to this Agreement for the  
17           purpose of making audit, examination, excerpts, and transcription of PROVIDER's files.  
18           PROVIDER shall maintain all these records for a period of at least five (5) years  
19           following the close-out of this Agreement to allow for audits, examinations, excerpts and  
20           transcriptions of PROVIDER's files.

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

22           **16.1** PROVIDER shall provide all facilities, tools, equipment, tires, fuel, oil, batteries, parts,  
23           cleaning supplies, office supplies, office equipment and such other items or materials  
24           required to professionally operate ICTC's paratransit services, including phone system  
25           and service.

26           **16.2** PROVIDER shall provide, operate and maintain the radio communications system for the  
27           paratransit service, including but not limited to, securing of Federal Communications  
28           Commission ("FCC") frequency, base station, transmitter, repeater if needed, and a

1 mobile unit for each vehicle and a spare. PROVIDER must comply with ICTC policies  
2 and FCC procedures for radio use.

### 3 **16.3 VEHICLE MAINTENANCE**

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

- 9 • Preventative Maintenance
- 10 • Mechanical Maintenance
- 11 • Zero Tolerance Graffiti Removal
- 12 • Cleaning Program
- 13 • Engine and Transmission
- 14 • Quality Control
- 15 • Warranties on New Buses
- 16 • Interior Bus Maintenance (Seats, Driver Seats, Floors)
- 17 • Wheelchair Lift/Ramp Maintenance
- 18 • Farebox Maintenance
- 19 • Tire Servicing
- 20 • Wheel Cleaning
- 21 • Maintenance Performance Analysis
- 22 • Maintenance Reporting

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

If PROVIDER staffing levels for maintenance personnel fall below what it required by  
the agency and based on the PROVIDER staffing proposed, PROVIDER shall  
temporarily utilize existing personnel for additional time, or shifts, to insure that the  
maintenance staffing workload meets, or exceeds, the minimum Full Time Equivalent  
(FTE) requirements for each of the maintenance staffing categories proposed by



1 PROVIDER, until such time that additional staff are hired, trained, and employed.  
2 Failure to maintain staffing levels that equal, or exceed the required levels for operating  
3 efficiency may subject PROVIDER to Incentives or Penalties. Subcontracting of  
4 additional or specialized cleaning functions may be considered. However, all  
5 maintenance manager, mechanic and service positions must be employees of the  
6 PROVIDER. PROVIDER's duty and responsibility to maintain all vehicles and  
7 equipment is not delegable to any other person, firm or corporation. All subcontracts of  
8 maintenance functions must be approved by ICTC in advance, and may not substitute for  
9 staffing levels shown in PROVIDER's staffing plan.

10 **16.3.1 MAINTENANCE PERSONNEL**

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

- 13 • Bus engines, transmissions, and related mechanical parts.
- 14 • Methods and procedures used in servicing mechanical equipment.
- 15 • Bus chassis and bodies.
- 16 • Tools, precision instruments, equipment, and procedures used in the general  
17 repair and maintenance of bus equipment.
- 18 • Decimals, fractions, and specifications related to bus mechanics.
- 19 • Specialized areas such as upholstery, brake relining, air conditioning,  
20 wheelchair lift or device, fareboxes, electronic destination signs, and laptop  
21 computer diagnostic programming.

22 **16.3.2 MAINTENANCE PERSONNEL SKILLS**

23 **16.3.2.1** Inspect bus engines, transmissions, fuel systems, and other  
24 mechanical, electric, and electronic parts and components.

25 **16.3.2.2** Diagnose bus engine, transmission, fuel systems, and other  
26 mechanical, electrical, and electronic parts and component system  
27 problems.  
28

1 16.3.2.3 Repair bus engines, transmissions, fuel systems and other  
2 mechanical, electrical, and electronic parts and components when  
3 necessary.

4 16.3.2.4 Diagnose and repair electronic components, such as the bus  
5 electronic control system, fareboxes, electronic destination signs,  
6 wheelchair lift/ramp mechanisms and air conditioning systems.

7 **16.3.3 PREVENTIVE MAINTENANCE**

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

17 PMI intervals shall be at the following inspection mileages:

- 18 • **A 3,000 miles or 45 days**
- 19 • **B 6,000 miles**
- 20 • **C 24,000 miles**
- 21 • **D 48,000 miles**

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

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



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

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

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

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

#### 18 **16.3.4 MECHANICAL MAINTENANCE PROGRAM**

19 PROVIDER, at its sole cost and expense, shall provide all lubricants, repairs,  
20 cleaning, cleaning agents, parts, supplies, labor, maintenance, major components,  
21 and component rebuilding and replacement required for the operation of all  
22 equipment pursuant to the Agreement, unless otherwise indicated. PROVIDER  
23 shall be fully responsible for the safe and efficient maintenance of all vehicles and  
24 equipment, radios, fareboxes, and all other ICTC-provided equipment to be used  
25 to perform this Agreement in strict conformity to all CHP regulations and Title  
26 13 requirements.  
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1 ICTC may inspect any vehicle at any time. PROVIDER shall allow ICTC, or its  
2 designated agent, access to PROVIDER's facilities and records for the purpose of  
3 monitoring the PROVIDER's maintenance performance, as ICTC deems  
4 necessary. ICTC shall be permitted to view and copy any vehicle maintenance  
5 records, inspect vehicles, and request PROVIDER's personnel to drive vehicles  
6 and/or position vehicles to inspect the undercarriage, as is necessary to evaluate  
7 the condition of vehicles used in the performance of this Agreement. ICTC, or its  
8 designated agent(s), shall conduct such inspections on a regular basis.

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

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

15 **16.3.4.1** All wheelchair lifts, ramps, and other accessibility-related  
16 equipment shall be inspected, serviced and lubricated at intervals  
17 necessary to insure that all accessibility features are fully  
18 operational whenever the vehicle is used in revenue service.

19 **16.3.4.2** Fareboxes, radios, destination signs, public address systems,  
20 request-to-stop systems, and passenger doors shall be inspected,  
21 serviced and lubricated at intervals necessary to ensure that this  
22 equipment is fully operational as designed whenever the vehicle is  
23 used in revenue service.

24 **16.3.4.3** At scheduled oil change intervals, a laboratory engine and  
25 transmission oil analysis shall be performed on every ICTC-  
26 provided bus engine or transmission. The analysis program used  
27 by PROVIDER shall be subject to approval by ICTC.  
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**16.3.4.4** Brake inspections and adjustments shall be performed at intervals that insure the safe and efficient operation of the braking system. Brakes must be fully inspected, at a minimum, of 3,000 miles at the “A” inspection.

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

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

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

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

**16.7** Bicycle racks (front two position SportWorks) if provided on vehicles are provided for this service, PROVIDER shall then maintain bicycle racks in good working order. Racks shall be inspected every 3,000 miles with the “A” PMI. Racks may need to be sanded, repainted or polished, or replaced (if not easily repaired).

**16.8** PROVIDER, as manager of the fleet, shall establish and maintain a spare parts inventory based on the age and variety of vehicles, sufficient to ensure that peak hour vehicle requirements are met. Vehicles may not be used to supply spare parts for other buses.

- 1           **16.9** ICTC may remove a vehicle from revenue service if ICTC determines that maintenance  
2           on any vehicle is not in conformity with the Agreement.
- 3           **16.10** PROVIDER, as an agent for ICTC in the case of warranted equipment, will be responsible  
4           for ensuring that the vehicle manufacturers and all component manufacturers perform or  
5           reimburse PROVIDER for all parts and labor, which are covered under warranty.  
6           PROVIDER shall diligently follow the preventative maintenance program so any  
7           warranty coverage on ICTC-owned or provided equipment is not lessened or invalidated.
- 8           **16.11** Upon completion or termination of the Agreement for any reason, PROVIDER shall  
9           return vehicles and all other ICTC-provided equipment to ICTC less reasonable wear-  
10          and-tear, as determined by accepted bus industry standards and approved by ICTC.
- 11          **16.12** Driver and passenger seats shall be maintained in proper operating condition at all times.  
12          It shall include, at a minimum, inspection, repair, and replacement for seat cushions,  
13          frames, armrests, and all electrical, mechanical, and pneumatic components. All rips,  
14          tears, cuts, gum, graffiti and other damage shall be cleaned and/or repaired in a  
15          professional manner immediately upon their discovery. PROVIDER shall replace seat  
16          covers that are worn or cannot be professionally repaired, using materials that are  
17          identical in design and color as those materials being replaced.
- 18          **16.13** PROVIDER is responsible for all towing services related to this AGREEMENT.
- 19          **16.14** Tire maintenance and replacement are the responsibility of the PROVIDER. Any new  
20          buses delivered during the Agreement will be delivered with tires purchased by ICTC as  
21          part of the bus procurement. Any replacements for these original tires will be the  
22          responsibility of the PROVIDER when the original tires require replacement.
- 23          **16.15** Steam cleaning of engine compartments of buses shall be carried out with PROVIDER  
24          equipment on a regular basis. It is expected that the engine compartment be steam cleaned  
25          or pressure washed (at high temperature) prior to every "A" inspection at 3,000  
26          miles.
- 27          **16.16** MAINTENANCE SHOP PRACTICES
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1 The PROVIDER provided Maintenance Manager shall verify the quality of the work  
2 performed, and add his/her signature to the PMI Inspection form.

3 **16.16.1** Tires shall always be matched (by manufacturer, size, and tread pattern) on each  
4 axle. PROVIDER shall follow manufacturer's recommended guidelines for  
5 wheel maintenance and cleaning. PROVIDER shall clean all wheels weekly and  
6 re-paint steel wheels as necessary.

7 **16.16.2** Broken or cracked glass or window liners shall be replaced immediately upon  
8 discovery. No buses shall enter into revenue service with broken or cracked glass  
9 at any time. Scratched or etched glass or window liners shall be replaced weekly,  
10 unless significant damage or offensive in nature, which shall require immediate  
11 replacement.

12 **16.16.3** Bus Brake Replacement

13 **16.16.3.1** Both brakes on an axle will be replaced at the same time.

14 **16.16.3.2** Wheel seals will be replaced with every brake job, and bearings  
15 will be checked.

16 **16.16.4** Other

17 **16.16.4.1** Cradle motor mounts shall be replaced in pairs.

18 **16.16.4.2** Radiators shall be re-cored or replaced at the time of engine  
19 replacement.

20 **16.16.4.3** Bus maintenance and storage facilities shall be free of freestanding  
21 water. All oil, grease, fluids, dirt, trash, rags, boxes,  
22 etc. shall be removed from bus maintenance and storage facilities  
23 daily. ICTC may inspect shop condition on a regular basis.

24 **16.17** BUS MAINTENANCE RECORD KEEPING

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

27 Year and Make

28 Model

1 Serial number/ICTC fleet number  
2 License number  
3 Vehicle Identification Number (VIN)  
4 Date received  
5 Date placed in service  
6 Annual miles  
7 Contract miles  
8 Life miles  
9 Major Component Rebuild and Replacement including date and lifemiles  
10 Vehicle repairs  
11 Preventive Maintenance Inspection Reports  
12 Daily "Bus Condition" reports  
13 Work Orders

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

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

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

27 **16.18 SAFETY**



1           **16.18.1**ICTC will require that the Motor Carrier Unit of the CHP annually prepare and  
2           submit to ICTC a Safety Compliance Report (CHP 343) and Vehicle Inspection  
3           Reports (CHP 343A). PROVIDER shall fully cooperate with, and allow access  
4           as requested to, any CHP officer, or agent, for the purposes of preparing the CHP  
5           343. PROVIDER must attain satisfactory ratings in each category of the Safety  
6           Compliance Report. PROVIDER must expeditiously correct any deficiencies  
7           noted on any CHP vehicle or terminal inspection report.

8           **16.18.2**ICTC requires that PROVIDER regularly inspect and maintain all safety  
9           equipment used or required in the fulfillment of this Agreement. PROVIDER is  
10          responsible for purchasing, at its own cost, replacement fire extinguishers, first  
11          aid kits, first aid kit refill supplies, and triangle reflector kits sufficient to ensure  
12          that spares are always available and that the operation maintains compliance with  
13          local, state, and federal safety regulations. Drivers' daily vehicle inspection shall  
14          include a check of the fire extinguisher and triangle reflector kit. Used, missing,  
15          or broken items must be replaced as soon as practicable. All vehicle and facility  
16          fire extinguishers shall be inspected and tagged no less frequently than annually.  
17          First aid kits shall be inspected and professionally serviced at least once per  
18          year.

19          **16.19** ICTC REIMBURSEMENT OF ENGINE AND TRANSMISSION REBUILD COSTS

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

27          **16.19.1**After review, ICTC may direct PROVIDER in writing, to proceed with the  
28          recommended work.

1           **16.19.2** PROVIDER will only be permitted to pass through to ICTC the costs related to  
2           any engine or transmission work accomplished following the above-mentioned  
3           procedure. ICTC will not be liable for any costs if PROVIDER does not follow  
4           the above-mentioned procedure. PROVIDER must submit a detailed invoice to  
5           ICTC for all such work.

6           **16.19.3** If ICTC determines that such work is necessary due to poor maintenance  
7           performance by PROVIDER, ICTC will not be liable for any costs.

8           **16.19.4** PROVIDER shall remain responsible for all costs related to repair or replacement  
9           of any engine-driven part including, but not limited to, generators, hydraulic  
10          pumps, water pumps, fuel pumps, valve covers, oil pans, alternators, voltage  
11          regulators, air compressors, air-conditioning compressors, vacuum pumps, starter  
12          motors, and turbocharger. PROVIDER shall also remain responsible for all costs  
13          related to repair or replacement of transmission-related parts including, but not  
14          limited to, oil coolers, external oil lines, external filters, external linkage  
15          modulators, external speedometers/odometers, "driven" gears or sensors, neutral  
16          start switches, and temperature sensors.

17   **17.    FACILITIES**

18          **17.1** All facilities and arrangements including office space, furniture, dispatch, maintenance  
19          bays, paved, secured and lighted parking areas, storage, on/off site fueling, radio,  
20          telephone and computer connections are the responsibility of PROVIDER and shall be  
21          sufficient to support the operation of the paratransit services described herein.

22          **17.2** PROVIDER shall ensure that facilities provided are maintained as needed to ensure a  
23          safe, hygienic, professional and attractive working environment that is in compliance with  
24          local, State and Federal regulations.

25          **17.3** Services shall be operated on an inter-city and inter-county basis. Vehicles dispatched out  
26          of the facilities shall travel to various destinations. ICTC does not specify preference for  
27          location; however, the location shall be evaluated for practicality and functionality for the  
28          administration, operations and maintenance of the system.

1           **17.4** PROVIDER shall locate facilities so as to be able to bring a back-up vehicle into service  
2           within sixty (60) minutes from the location.

3           **17.5** The facilities are expected to serve the walk-in passenger, including passengers with  
4           disabilities and / or mobility impairments, collect fare payment, and provide a centralized  
5           site for operations and a distribution point for the sale of passes and brochures.

6 **18.    VEHICLES**

7           **18.1** ICTC shall supply all revenue vehicles for the services. PROVIDER shall supply all non-  
8           revenue service hour vehicles. See Vehicles for Exhibit “A” – “IVT ACCESS Paratransit  
9           Services Scope of Work FY 2019-2020 through FY 2023-24”. PROVIDER must examine  
10          the service history and schedule to determine minimum size of vehicles and spares  
11          required for efficient service operation.

12          **18.2** PROVIDER shall maintain adequate air-conditioning and passenger comfort on-board at  
13          all times.

14          **18.3** ICTC may inspect vehicles on- or off-route and pull a vehicle out of service at any time  
15          due to perceived or reported safety violations, lack of air conditioning, lack of functional  
16          wheel chair lift or other condition that impacts the health and welfare of  
17          passengers.

18 **19.    PERSONNEL**

19          **19.1** PROVIDER shall provide all management, office staff, drivers, dispatchers, mechanics,  
20          maintenance clerks, cleaners, service workers, telephone information operators, road  
21          supervisors and such other personnel necessary to responsibly operate ICTC’s  
22          paratransit services system, including any onboard security or supervision. It is  
23          understood that PROVIDER may subcontract components of its operations; however, no  
24          such subcontract shall relieve PROVIDER from responsibility to ensure compliance with  
25          the terms of this Agreement.

26          **19.2** PROVIDER will recruit, screen, hire, discipline and train personnel as necessary, conduct  
27          monthly safety and other related employee meetings as necessary and perform liaison  
28          activities with ICTC and other agencies related to execution of this Agreement. A copy



1 of employee benefits, work rules and union contracts shall be provided to ICTC.  
2 PROVIDER shall meet and coordinate with ICTC on a frequent basis.

3 **19.3** PROVIDER shall supervise all drivers to the end that they are courteous to all patrons at  
4 all times and respond to patrons' questions regarding use of the transit system or  
5 connecting systems accurately.

6 **19.4** PROVIDER shall provide ICTC with an organizational chart prior to start-up. After  
7 startup, PROVIDER shall provide a list of drivers' names and update said list monthly.  
8 PROVIDER shall not place a driver into service without the driver first completing  
9 PROVIDER's training program as outlined in Paragraph 20. Failure to comply with this  
10 section may result in termination of this Agreement.

11 **19.5** PROVIDER's staffing is considered to be essential to the work being performed under  
12 this Agreement.

13 **19.5.1** PROVIDER shall ensure that all employees receive a livable wage that complies  
14 with applicable minimum wage levels in the State of California, with medical  
15 benefits available via choice in the United States and Mexico.

16 **19.5.2** PROVIDER shall ensure that a majority of the employees are considered full time  
17 with benefits, and the use of part time employees while allowable will be  
18 minimized.

19 **20. TRAINING**

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

25 **20.2** All PROVIDER employees, including dispatchers and supervisor(s), shall be trained and  
26 certified as drivers. Such training shall meet all requirements of the State of California.  
27 A detailed description of PROVIDER's proposed training program shall be submitted to  
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1 ICTC within thirty (30) days of the execution of this Agreement. PROVIDER's training  
2 plan shall provide a minimum of eight (8) hours of annual refresher training per driver.

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

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

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

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

24 **21. LICENSES**

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

26 **21.2** PROVIDER shall be responsible for any locally required business or other licenses,  
27 including FCC and Public Utilities Commission certificates as required and necessary.  
28

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

3 **22. UNIFORMS**

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

11 **23. SAFETY AND SECURITY**

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

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

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

23 **24. INSURANCE REQUIREMENTS:**

24 **24.1** Throughout the life of this Agreement, PROVIDER shall pay for and maintain in full  
25 force and effect all policies of insurance required hereunder with an insurance  
26 company(ies) either (i) admitted by the California Insurance Commissioner to do business  
27 in the State of California and rated not less than "A- VII" in Best's Insurance Rating  
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1 Guide, or (ii) authorized by ICTC’s Executive Director or his/her designee at any time  
2 and in his/her sole discretion. The following policies of insurance are required:

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

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

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

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

13 \$20,000,000 general aggregate

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

19 (iii) AUTOMOBILE PHYSICAL DAMAGE insurance to include collision, comprehensive  
20 and theft coverage for all ICTC vehicles operated, maintained, used and/or stored by  
21 Provider under this Agreement. This insurance shall include replacement cost coverage  
22 for all ICTC vehicles operated, maintained, used and/or stored by Provider under this  
23 Agreement.

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



1 premises, computer fraud, funds transfer fraud and money orders and counterfeit paper  
2 currency, with limits of liability of not less than \$100,000 per claim/occurrence.

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

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

6 **24.2** In the event PROVIDER purchases an Umbrella or Excess insurance policy(ies) to meet  
7 the minimum limits of insurance set forth above, this insurance policy(ies) shall "follow  
8 form" and afford no less coverage than the primary insurance policy(ies).

9 **24.3** PROVIDER shall be responsible for payment of any deductibles contained in any  
10 insurance policies required hereunder and PROVIDER shall also be responsible for  
11 payment of any self-insured retentions. Any deductibles or self-insured retentions must  
12 be declared to, and approved by, the ICTC's Executive Director or his/her designee. At  
13 the option of the ICTC's Executive Director or his/her designee, either: (i) the insurer  
14 shall reduce or eliminate such deductibles or self-insured retentions as respects to ICTC,  
15 its board members, officers, employees, agents and volunteers, or (ii) PROVIDER shall  
16 provide a financial guarantee, satisfactory to ICTC's Executive Director or his/her  
17 designee, guaranteeing payment of losses and related investigations, claim administration  
18 and defense expenses. At no time shall ICTC be responsible for the payment of any  
19 deductibles or self-insured retentions.

20 **24.4** All policies of insurance required hereunder shall be endorsed to provide that the  
21 coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except  
22 after 30 calendar day written notice has been given to ICTC. Upon issuance by the  
23 insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage  
24 or in limits, PROVIDER shall furnish ICTC with a new certificate and applicable  
25 endorsements for such policy(ies). In the event any policy is due to expire during the  
26 work to be performed for ICTC, PROVIDER shall provide a new certificate, and  
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1 applicable endorsements, evidencing renewal of such policy not less than 15 calendar  
2 days prior to the expiration date of the expiring policy.

3 **24.5**The General Liability (ongoing operations and completed operations) and Automobile  
4 Liability insurance policies shall be written on an occurrence form and shall name ICTC, its  
5 members, board members, officers, officials, employees, agents and volunteers as an  
6 additional insured. Such policy(ies) of insurance shall be endorsed so PROVIDER's  
7 insurance shall be primary and no contribution shall be required of ICTC. The coverage  
8 shall contain no special limitations on the scope of protection afforded to ICTC, its board  
9 members, officers, employees, agents and volunteers. The Automobile Physical Damage  
10 and Fidelity Bond/Crime insurance policies shall name ICTC as a loss payee. The Workers'  
11 Compensation insurance policy shall contain a waiver of subrogation as to ICTC, its  
12 members, board members, officers, officials, employees, agents and volunteers. Should  
13 Provider maintain insurance with broader coverage and/or limits of liability greater than  
14 those shown above, ICTC requires and shall be entitled to the broader coverage and/or the  
15 higher limits of liability maintained by Provider. Any available insurance proceeds in excess  
16 of the specified coverage and minimum limits of insurance coverage shall be available to  
17 ICTC.  
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19 **24.6** PROVIDER shall furnish ICTC all certificate(s) and applicable endorsements effecting  
20 coverage required hereunder. Upon request of ICTC and before work commences,  
21 PROVIDER shall immediately furnish ICTC with a complete copy of any insurance  
22 policy and all certificates and applicable endorsements required under this Agreement,  
23 with said copy certified by the underwriter to be a true and correct copy of the original  
24 policy. This requirement shall survive expiration or termination of this Agreement.

25 **24.7** If at any time during the life of this Agreement or any extension, PROVIDER or any of  
26 its subcontractors fail to maintain any required insurance in full force and effect, all work  
27 under this Agreement shall be discontinued immediately, and all payments due or that  
28 become due to PROVIDER shall be withheld until notice is received by ICTC that the

1 required insurance has been restored to full force and effect and that the premiums  
2 therefore have been paid for a period satisfactory to ICTC. Any failure to maintain the  
3 required insurance shall be sufficient cause for ICTC to terminate this Agreement. No  
4 action taken by ICTC hereunder shall in any way relieve PROVIDER of its  
5 responsibilities under this Agreement.

6 **24.8** The fact that insurance is obtained by PROVIDER shall not be deemed to release or  
7 diminish the liability of PROVIDER, including, without limitation, liability under the  
8 indemnity provisions of this Agreement. The duty to indemnify ICTC shall apply to all  
9 claims and liability regardless of whether any insurance policies are applicable. The  
10 policy limits do not act as a limitation upon the amount of indemnification to be provided  
11 by PROVIDER. Approval or purchase of any insurance contracts or policies shall in no  
12 way relieve from liability nor limit the liability of PROVIDER, its principals, officers,  
13 employees, agents, persons under the supervision of PROVIDER, vendors, suppliers,  
14 invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or  
15 indirectly by any of them.

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

22 **25. TERMINATION**

23 PROVIDER agrees to comply with all Federal Transit Administration and California Department  
24 of Transportation Required Provisions and Third Party Contract Clauses as set forth in the  
25 document attached hereto as **Attachment A** (REV01-2019 and thereafter most currently  
26 revised), the terms of which are incorporated herein by this reference as if fully set forth.

27 **26. FUTURE CONTRACTUAL SERVICE ADJUSTMENTS.**

1 The service provided is dictated by the ridership demand and economics of the annual budget  
2 process. After a contract has been executed, service demand may increase or decrease. Adjustments  
3 within the original scope of work may take place to the contracted revenue service days or hours  
4 that will affect the service pricing. The ICTC or the PROVIDER may initiate a discussion to adjust  
5 the level(s) of service. Pricing for a service hour increase or decrease modification will be based  
6 on the variable cost per hour in effect for that fiscal year, as agreed and submitted in the proposal  
7 submitted entitled "IVT IVT ACCESS Paratransit Services Proposal" dated May 8 2019. Contact  
8 service modifications, subsequent extensions, agreement terms and subsidy are subject to criteria.  
9 Criteria for determining and evaluating the appropriateness of the modification or extension will  
10 be reviewed and approved by the ICTC Commission and Caltrans. Changes will not be made  
11 outside of the scope of work of this project. Changes will not be made to the contract during the  
12 first thirty (30) days of operation. Changes may not be made unilaterally or solely at the request of  
13 a passenger.

14 **27. EMPLOYEE WORK RULES**

15 PROVIDER shall enforce the following employee rules:

16 **27.1** Uniforms must be worn at all times when on duty and shall be clean and presentable at  
17 all times. Uniform designs, colors and ID tags are subject to ICTC approval.

18 **27.2** Gratuities shall not be accepted.

19 **27.3** Drivers shall have a thorough knowledge of ICTC transit services and service areas.  
20 Drivers shall also have a basic knowledge of potential transfer locations for all ICTC  
21 transit services.

22 **27.4 General Rules**

23 **27.4.1** No one will be permitted to smoke, eat or drink aboard vehicles at any time. This  
24 includes passengers and staff.

25 **27.4.2** Boisterous language, profanity or incivility to anyone shall not be allowed while  
26 PROVIDER's personnel is in uniform and representing PROVIDER and ICTC,  
27 whether on- or off-duty.  
28



- 1           **27.4.3** While in uniform, no PROVIDER employee shall purchase, consume or be under  
2           the influence of any narcotic, intoxicant, or harmful drug.
- 3           **27.4.4** Drivers shall be responsible for keeping all vehicles clean and sanitary during  
4           their shift.
- 5           **27.4.5** All PROVIDER employees are responsible for reporting any defects noted in any  
6           vehicle to the supervisor and maintenance department immediately. Drivers shall  
7           conduct a “walk-around” and an in-vehicle inspection of their vehicle and fill out  
8           a form approved by ICTC for denoting the results of such inspection(s) daily.  
9           Drivers shall have maintenance or management personnel resolve any doubt about  
10          the safety of a vehicle prior to placing a vehicle in passenger service.
- 11          **27.4.6** Employees may use vehicles only in accordance with their assigned duties.
- 12          **27.4.7** Employees must conduct themselves and operate vehicles in a safe and courteous  
13          manner at all times.
- 14          **27.4.8** No one shall be permitted to solicit on the vehicle.
- 15          **27.4.9** No item longer than five (5) feet will be permitted on the vehicle.
- 16          **27.4.10** All information regarding accidents shall be treated as confidential. Employees  
17          shall refrain from speaking to anyone concerning any accident unless it is to  
18          police, supervisory personnel, or other person(s) involved in the accident as  
19          required by law.
- 20          **27.4.11** Persons under the influence of any intoxicant, narcotic, or harmful drug shall not  
21          be permitted on the vehicle.
- 22          **27.4.12** Drivers providing service shall be required to travel over prescribed routes. If it  
23          becomes necessary to leave the route, the dispatcher or immediate supervisor shall  
24          be notified immediately.
- 25          **27.4.13** Drivers will provide the assistance required to help elderly and disabled persons  
26          boarding and de-boarding vehicles, moving to their seat and/or maneuvering and  
27          securing wheelchairs. Under no circumstances will drivers enter a passenger’s  
28          residence or physically lift a passenger.



1           27.4.14 No vehicle shall be operated when its condition is unsafe or uncertain.

2           27.4.15 No driver shall operate the wheelchair lift until he/she has received the required  
3                           training and if there is any doubt whatsoever about the mechanical condition of  
4                           the lift or safety of the passenger as a result from using the lift. Wheelchair lift  
5                           operation shall be in compliance with the methodology recommended by the  
6                           organizational equipment manual.

7   **28.   ICTC POLICIES AND STANDARDS**

8           PROVIDER shall meet ICTC transit service policies and standards in the operation of ICTC's  
9           IVT ACCESS paratransit services. Penalty payments shall be assessed in accordance with the  
10           Table of Incentives and Penalties.

11   **29.   CONFLICT OF INTEREST**

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

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

16           PROVIDER, by the submission of its Proposal, certifies that it shall operate the paratransit  
17           system in compliance with ICTC operating policies, and with local, State and Federal ordinances,  
18           laws, and regulations applicable to this service. This Agreement may be financed in part with  
19           funding received under §§5307 and 5311 of the Federal Transit Act. All services performed by  
20           PROVIDER shall be performed in accordance and full compliance with all applicable federal  
21           laws and requirements. PROVIDER agrees to comply with all Federal Transit Administration  
22           and California Department of Transportation Required Provisions and Third Party Contract  
23           Clauses as set forth in the document attached hereto as **Attachment A** (REV01-2019 and  
24           thereafter most currently revised), the terms of which are incorporated herein by this reference  
25           as if fully set forth.

26   **31.   INDEMNIFICATION**

27           To the furthest extent allowed by law, PROVIDER shall indemnify, hold harmless and defend  
28           ICTC and each of its members, board members, officers, officials, employees, agents and

1 volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages  
2 (whether in contract, tort or strict liability, including but not limited to personal injury, death at  
3 any time and property damage) incurred by ICTC, PROVIDER or any other person, and from  
4 any and all claims, demands and actions in law or equity (including attorney's fees and litigation  
5 expenses), arising or alleged to have arisen directly or indirectly out of performance of this  
6 Agreement. PROVIDER's obligations under the preceding sentence shall apply regardless of  
7 whether Indemnitees are negligent, but shall not apply to any loss, liability, fines, penalties,  
8 forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful  
9 misconduct, of ICTC or its board members, officers, employees, agents and volunteers.

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

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

15 **32. INDEPENDENT CONTRACTOR**

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

19 **32.1** PROVIDER is not an employee or agent of ICTC and is only responsible for the  
20 requirements and results specified by this Agreement or any other Agreement.

21 **32.2** PROVIDER shall be responsible to ICTC only for the requirements and results specified  
22 by this Agreement and except as specifically provided in this Agreement, shall not be  
23 subject to ICTC's control with respect to the physical actions or activities of PROVIDER  
24 in fulfillment of the requirements of this Agreement.

25 **32.3** PROVIDER is not, and shall not be, entitled to receive from, or through, ICTC, and ICTC  
26 shall not provide, or be obligated to provide, PROVIDER with Worker's Compensation  
27 coverage or any other type of employment or worker insurance or benefit coverage  
28



1 required or provided by any Federal, State or local law or regulation for, or normally  
2 afforded to, an employee of ICTC.

3 **32.4** PROVIDER shall not be entitled to have ICTC withhold or pay, and ICTC shall not  
4 withhold or pay, on behalf of PROVIDER, any tax or money relating to the Social  
5 Security Old Age Pension Program, Social Security Disability Program, or any other type  
6 of pension, annuity, or disability program required or provided by any Federal, State or  
7 local law or regulation.

8 **32.5** PROVIDER shall not be entitled to participate in, or receive any benefit from, or make  
9 any claim against any ICTC fringe program, including, but not limited to, ICTC's pension  
10 plan, medical and health care plan, dental plan, life insurance plan, or any other type of  
11 benefit program, plan, or coverage designated for, provided to, or offered to ICTC's  
12 employee.

13 **32.6** ICTC shall not withhold or pay, on behalf of PROVIDER, any Federal, State, or local  
14 tax, including, but not limited to, any personal income tax, owed by PROVIDER.

15 **32.7** PROVIDER is, and at all times during the term of this Agreement, shall represent and  
16 conduct itself as an independent contractor, not as an employee of ICTC.

17 **32.8** PROVIDER shall not have the authority, express or implied, to act on behalf of, bind or  
18 obligate the ICTC in any way without the written consent of ICTC.

19 **33. ASSIGNMENT**

20 Neither this Agreement nor any duties or obligations hereunder shall be assignable by  
21 PROVIDER without the prior written consent of ICTC.

22 **34. CONTRACTUAL DISPUTE RESOLUTION**

23 PROVIDER agrees to comply with all Federal Transit Administration and California Department  
24 of Transportation Required Provisions and Third Party Contract Clauses as set forth in the document  
25 attached hereto as **Attachment A** (REV01-2019 and thereafter most currently revised), the terms of  
26 which are incorporated herein by this reference as if fully set forth.

27 ///

28 ///

1 **35. NOTICES AND REPORTS**

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

4 ICTC

5 Imperial County  
6 Transportation Commission  
7 Attention: Mark Baza, Executive Director  
8 1503 N Imperial Ave., Suite 104  
9 El Centro, CA 92243

PROVIDER

First Transit, Inc.  
Jay Jeter, Regional Vice President Southwest  
13200 Crossroads Parkway North Suite 450  
City of Industry, CA 91746

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

12 **36. ENTIRE AGREEMENT**

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

16 **37. MODIFICATION**

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

20 **38. CAPTIONS**

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

23 **39. PARTIAL INVALIDITY**

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

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

28 As used in this Agreement and whenever required by the context thereof, each number, both



1 singular and plural, shall include all numbers, and each gender shall include a gender. PROVIDER as  
2 used in this Agreement or in any other document referred to in or made a part of this Agreement shall  
3 likewise include both singular and the plural, a corporation, a partnership, individual, firm or person  
4 acting in any fiduciary capacity as executor, administrator, trustee or in any other representative capacity  
5 or any other entity. All covenants herein contained on the part of PROVIDER shall be joint and several  
6 if more than one person, firm or entity executes the Agreement.

7 **41. WAIVER**

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

11 **42. CHOICE OF LAW**

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

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

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

19 **44. FORCE MAJEURE**

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

26 **45. AUTHORITY**

27 Each individual executing this Agreement on behalf of PROVIDER represents and warrants that:  
28

1       **45.1** He/She is duly authorized to execute and deliver this Agreement on behalf of  
2           PROVIDER;

3       **45.2** Such execution and delivery is in accordance with the terms of the Articles of  
4           Incorporation or Partnership, any by-laws or Resolutions of PROVIDER and;

5       **45.3** This Agreement is binding upon PROVIDER in accordance with its terms.

6       PROVIDER shall deliver to ICTC evidence acceptable to ICTC of the foregoing within thirty  
7   days of execution of this Agreement.

8   **46.    SUSPENSION AND DEBARMENT**

9       PROVIDER agrees to comply with all Federal Transit Administration and California Department  
10   of Transportation Required Provisions and Third Party Contract Clauses as set forth in the document  
11   attached hereto as **Attachment A** (REV01-2019 and thereafter most currently revised), the terms of  
12   which are incorporated herein by this reference as if fully set forth.

13   **47.    DISADVANTAGED BUSINESS ENTERPRISE**

14       PROVIDER agrees to comply with all Federal Transit Administration and California Department  
15   of Transportation Required Provisions and Third Party Contract Clauses as set forth in the document  
16   attached hereto as **Attachment A** (REV01-2019 and thereafter most currently revised), the terms of  
17   which are incorporated herein by this reference as if fully set forth.

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

20   ///

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1 **IMPERIAL COUNTY**  
2 **TRANSPORTATION COMMISSION:**

**PROVIDER:**

3  
4 By: \_\_\_\_\_  
5 Chairperson

  
By: \_\_\_\_\_  
BRADLEY A. THOMAS  
President

6  
7 **ATTEST:**

8  
9 \_\_\_\_\_  
10 CRISTI LERMA  
Secretary to ICTC

11  
12 **APPROVED AS TO FORM:**

13 KATHERINE TURNER  
14 County Counsel

15  
16 By: \_\_\_\_\_  
Eric Havens  
Deputy County Counsel

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# VI. ACTION CALENDAR

## VI. ACTION CALENDAR

- C. Competitive Bid Process for the IVT MedTrans Para-transit System – 5 Year Operating Agreement, FY 2019-20 to FY 2023-24





1503 N. IMPERIAL AVE. SUITE 104  
EL CENTRO, CA 92243-2875  
PHONE: (760) 592-4494  
FAX: (760) 592-4410

July 3, 2019

ICTC Management Committee  
Imperial County Transportation Commission  
1503 N. Imperial Ave. Suite 104  
El Centro, CA 92243

**SUBJECT:** Competitive Bid Process for the IVT MedTrans Paratransit System – 5 Year Operating Agreement, FY 2019-20 to FY 2023-24

Dear Committee Members:

**IVT MedTrans** is a public paratransit service bus system in service since 1994, and is designed for transit dependent persons, seniors and persons with disabilities for nonemergency transportation to medical facilities in San Diego.

The vehicles operated are lift equipped minibuses. Currently, the service operates four (4) days a week, with a 30-day advance reservation system. There is an average of 25 passengers trips a day and the farebox ratio is approximately 9.5%.

Features included in this service contract, include the following:

- Gasoline fuel and brake retardors
- A fuel escalator for fuel prices that exceed \$3.80 a gallon
- A 5% marketing allowance (developed annually based on available funding)
- Four (4) Cutaway lift equipped style buses with Wi-Fi
- Dedicated in house maintenance support services and maintenance vehicles
- The continuation of two leased dedicated local facilities to accommodate bus parking, office personnel, training, administrative and maintenance activities
- Bilingual requirements for drivers and customer contact personnel
- Local coordinated multi service call center with bilingual dispatching and computerized reservation system

ICTC recently completed a competitive bid focused on the paratransit system for a five-year period. The goal was to continue to provide the public fixed route transit service and the procurement method was the standard Request for Proposals (RFP) in accordance with federal Third Party Contracting Guidance (FTA Circular 4220.1F), and the Best Practices and Procurements Process, Lessons Learned (2016)

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

Various methods of promulgation and advertisement included: a legal notice in the IV PRESS newspaper, bid availability notices in the procurement sections on the Cal Act website, the California Transit Association website and the ICTC website.

Two operators (including the incumbent First Transit, Inc.) attended the non mandatory pre bid on April 17, 2019. The other vendor in attendance at the pre-bid declined the offered facility walk through offered that day. One proposal from the incumbent operator (First Transit, Inc.) was ultimately received by the specified closing time/date of May 10, 2019.

A Proposal Evaluation Committee comprised of staff from the Southern California Association of Governments (SCAG) Caltrans District 11 and ICTC reviewed the proposal on May 16, 2019. The proposal met the required screening for responsiveness i.e. met deadline, DBE documentation, required forms etc. ICTC staff also completed the documentation for excluded parties (SAMs), a labor allocation comparison and a vehicle resource/usage report to identify shortcomings or other issues as compared to the current operation.

Because this is a federally funded project and one proposal was received, ICTC staff had to treat the proposal as a single bid. This required a thorough review to determine if the RFP scope of work was overly restrictive or favored the incumbent operator.

A preliminary review by ICTC indicated that there were eight other bids from other public agencies within the same time frame including but not limited to several large opportunities; LA DOT, Yuba Sutter Transit, San Diego MTS, Spokane Transit and City of Monterey Park. The average "Days Out" of the RFPs by these eight agencies was 46 days. The ICTC "Days Out" schedule was slightly above average at 51 days.

The main factor is that while ICTC now owns its fleet of 65 buses, vendors still must acquire an operations facility for this five year contract cycle from either the current privately owned leased facility or other facilities available on the open market. An additional factor is that ICTC cannot change the geographic location of its operations, to make them closer to an operator's other contracted service locations. The extreme summer temperatures does not lend itself well in this or previous procurements.

The solicitation, scope or spec relative to the transit operator providing the leased bus operating facility can not be modified. In addition, The contract start date is a vitally important target for ICTC. Any delays in the project start date limits the availability of federal funding, which will have damaging and negative impacts by reducing revenue service hours, affecting the passenger ridership. ICTC can not fund the transit service contract with only State and local funding.

Vendors were notified in person and via email several times through out the preceeding year in 2018 of ICTC's intention to solicit proposals. ICTC responded to several public requests for information from these same vendors by reproducing documents and performance data, at no cost to the requestor, in order to allow potential bidders to thoroughly familiarize themselves with the project site and scope, prior to the release of the RFPs. The other vendors had sufficient time and information provided to them so that the decision to submit proposals or not was theirs to make. Only one transit operator other than the incumbent attended the prebid conference and this operator declined the bus facility walk through offered by ICTC staff.

The lack of response is not within ICTC's control due to business decisions made by potential vendors to make the decisions most advantageous to them regarding which bids were the most lucrative to compete for. ICTC had four service contracts open and available, and even provided a choice to the vendor as to how many of the service contracts to bid upon, allowing smaller business to compete.

The proposal was responsive in that it indicated a proven capability, identified the appropriate staffing levels; appropriate vehicle usage recommendations; a superior transition plan including identifying a schedule and details for phone and radio communications; a sensitivity to meeting the needs of seniors and disabled passengers; in house maintenance capabilities; adequate facilities; maximum bilingual capabilities; the use of newer industry technology and software for reservations and dispatch; and, performance data management.

A determination can be made that adequate competition was achieved as there are no factors or conditions within ICTC's control that would have contributed to a different outcome. Therefore, a repeat of this competitive bid process would not produce a different result.

As First Transit Inc is the incumbent operator, there are no start up tasks/costs or fleet transition inspections to complete.

The proposed IVT MEDTRANS service contract is recommended for a three-year term, with two one-year option years and will provide the opportunity to circulate a competitive bid in FY 2024. The total five-year pricing for this contract reflects an increase of 5% over the ICTC project estimate. The increase is primarily related to an increase to meet the CPI, workman's comp, increase of service hours, share of cost of dispatching software, related insurances and to meet the new California minimum wage requirements. In addition, fixed costs associated with the consolidation of contracts under one operator have been apportioned across all four contracts.

Therefore, ICTC staff is satisfied with regards to the bidding environment and the reasons why it only received one bid. ICTC staff has determined that while it has negotiated a single bid contract, the price is fair and resulted in a reasonably priced contract. The contract negotiations have been completed and are presented for contract award.

Funding for our transit services are derived from the State's Transportation Development ACT (TDA) Fund, the State Transit Assistance Fund (STA), as well as, grants from the Federal Transit Administration (FTA).

The performance goals for IVT MEDTRANS are recommended to be revised and set at:

<u>5 Year Performance Standards</u>	
pass/hour	1.3
pass/day	26.8
pass/mile	.01
hours/FTE	0
Cost/Pass	\$ 106.01
Sub/Pass	\$ 95.41
Cost/Hour	\$ 138.99
Cost/Mile	\$ 4.95
Farebox	10%

ICTC has submitted the procurement and award documentation to Caltrans headquarters for review and approval of the competitive bid process and recommendation for contract award. ICTC is awaiting the response from Caltrans.

The original Request for Proposal, proposal, scope of work and exhibits referenced are available for review at the ICTC administrative offices by request.

It is requested that the Management Committee recommend that the Commission consider the following for their review and approval, after any public comment that may be received:

1. Authorize the Chairman to sign an operating agreement with FIRST TRANSIT, INC. for the continued operation of IVT MedTrans with an annual not to exceed annual operating subsidy (as listed), with an annual not to exceed up to 5% marketing allowance, with an annual fuel escalator clause:
  - A. For the period August 1, 2019 through June 30, 2020, the annual not to exceed subsidy is set at \$440,330.
  - B. For the period July 1, 2020 through June 30, 2021, the annual not to exceed subsidy is set at \$507,041.
  - C. For the period July 1, 2021 through June 30, 2022 the annual not to exceed subsidy is set at \$531,401.
  - D. For the period July 1, 2022 through June 30, 2023, the annual not to exceed subsidy is set at \$550,076.
  - E. For the period July 1, 2023 through June 30, 2024, the annual not to exceed subsidy is set at \$594,555.
2. Adopt the Performance Goals for the operation of IVT MedTrans
3. Direct staff to terminate for convenience the FY 2019 IVT MedTrans contract extension approved on June 28, 2019.

Sincerely,

MARK BAZA  
Executive Director

BY:



David Aguirre  
Transit Programs Manager

Attachment





1  
2 **2. DEFINITIONS**

3 **2.1** “Request for Proposal” shall mean “ IVT MedTrans Paratransit Services Request for  
4 Proposal FY 2019” dated March 2019 and is incorporated herein by this reference.

5 **2.2** “Proposal” shall mean PROVIDER’s completed proposal entitled “IVT MedTrans  
6 Paratransit Services Request for Proposal FY 2019” dated May 8, 2019, PROVIDER  
7 submitted to ICTC on the proposal due date and is incorporated herein by this reference.

8 **2.3** “Attendant” shall include one (1) individual to assist the disabled passenger.

9 **2.4** “Eligible passenger” shall include those individuals deemed eligible for the paratransit  
10 service through a determination process.

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

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

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

17 **2.8** “Senior” shall include individuals who are sixty years of age or older.

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

20 **3. DESCRIPTION OF WORK**

21 **3.1** The services to be provided under this agreement with ICTC are those contained in the  
22 document entitled “IVT MedTrans Paratransit Services Scope of Work FY 2019-2020  
23 through FY 2023-24”, attached hereto as Exhibit “A” and incorporated by this reference.

24 **3.2** This Agreement is for specific paratransit services and implies a non emergency  
25 transportation service to medical facilities for transit dependent persons and others, for  
26 medical services that are generally not available within Imperial County. There are set,  
27 designated pattern and routes of travel, within a designated operating area and with  
28 specific hours of operation. This Agreement is not for a medical transportation service.

1           **3.3**     In the event of a conflict among this Agreement, the Request for Proposal and the Proposal,  
2                     the Request for Proposal shall take precedence over the Proposal and this Agreement shall  
3                     take precedence over both.

4   **4.     RESPONSIBILITIES OF PROVIDER**

5           **4.1**     PROVIDER shall provide management, technical and operating personnel, services,  
6                     equipment, non revenue service hour vehicles and facilities necessary for the operation  
7                     of ICTC’s paratransit services. In additional, PROVIDER shall participate fully in the  
8                     meetings and events of the Social Services Transportation Advisory Council (SSTAC).

9           **4.2**     In providing the services and oversight provided pursuant to this Agreement, PROVIDER  
10                    will act in the capacity of an independent contractor and will provide management,  
11                    technical and operating personnel, services, equipment and facilities necessary for the  
12                    operation of ICTC’s paratransit services.

13           **4.3**     In the event of a major emergency (e.g., earthquake, flood or manmade catastrophe),  
14                    PROVIDER shall make transportation and communication resources available to the  
15                    degree possible for emergency assistance. Line of Instruction may or may not be direct  
16                    through ICTC. PROVIDER shall take instruction from the organization that has assumed  
17                    responsibility for the evacuation and/or transport of injured and ambulatory wounded and  
18                    movement of persons to food and shelter facilities, e.g., local police or ICTC’s Office of  
19                    Emergency Services.

20           **4.4**     In the event of inclement weather or other event that leads to a closure of the State highway  
21                    between San Diego and Imperial Counties for the trip to San Diego County, the Provider  
22                    will be required to contact the passengers by telephone in advance as practical after the  
23                    decision to cancel the trip, and make every attempt to reschedule the trips at no additional  
24                    charge to the passenger. In the event of inclement weather or other event that leads to a  
25                    closure of the State highway between San Diego and Imperial Counties for the return trip to  
26                    Imperial County, the Provider will be required to find lodging and meals for an overnight  
27                    stay for the persons on board the bus. Invoices substantiating these expenses must be  
28                    attached to the regular monthly invoice for reimbursement





1 **6. SERVICE IMPLEMENTATION**

2 The service area designation, service days and hours, and service miles shall be those specified in  
3 Exhibit “A” – “IVT MedTrans Paratransit Services Scope of Work FY 2019-2020 through FY  
4 2023-24”.

5 **7. REPRESENTATIONS BY PROVIDER.**

6 **7.1** PROVIDER understands and agrees that ICTC has limited knowledge in the transit services  
7 specified in the description of work. PROVIDER has represented itself to be expert in these  
8 fields and understands that ICTC is relying upon such representation.

9 **7.2** PROVIDER represents and warrants that it is a lawful entity possessing all required licenses  
10 and authorities to do business in the State of California and perform all aspects of this  
11 Agreement.

12 **7.3** PROVIDER shall not commence any work under this Agreement or provide any other  
13 services, or materials, in connection therewith until PROVIDER has received written  
14 authorization from the ICTC Executive Director or his designee, via a Notice to Proceed,  
15 to do so.

16 **7.4** PROVIDER represents and warrants that the people executing this Agreement on behalf  
17 of PROVIDER have the authority of PROVIDER to sign this Agreement and bind  
18 PROVIDER to the performance of all duties and obligations assumed by PROVIDER  
19 herein.

20 **7.5** PROVIDER represents and warrants that any employee, PROVIDER, subcontractor and  
21 agent who will be performing any of the duties and obligations of PROVIDER herein  
22 possess all required licenses and authorities, as well as the experience and training, to  
23 perform such tasks.

24 **7.6** PROVIDER represents and warrants that the allegations contained in its Proposal are true  
25 and correct.

26 **7.7** PROVIDER understands that ICTC considers the representations made herein to be  
27 material and would not enter into this Agreement with PROVIDER if such  
28 representations were not made.

1 **8. COMPENSATION**

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

3 **8.1.** A fixed hourly rate per fiscal year shall apply for each vehicle service or revenue hour.

4 The fixed hourly rate shall apply for the assigned fiscal year. Vehicle revenue hours will  
5 be calculated based upon the actual time that each revenue service vehicle is in service  
6 and available to passengers. Vehicle revenue hours shall specifically exclude  
7 deadhead hours, including time for travel to and from the first stop and after the last stop,  
8 storage facilities, fueling facilities, road tests, inspections training, personnel lunches and  
9 breaks.

10 **8.2.** The fixed hourly rate per fiscal year will be determined by the use of the combination of  
11 two other rates divided by the total annual vehicle service hours.

12 **8.2.1.** A variable monthly rate for all cost elements assigned to PROVIDER that can  
13 change.

14 **8.2.2.** A fixed monthly rate for all cost elements assigned to PROVIDER with known  
15 quantities or costs that are not included in the variable monthly rate.

16 **8.3.** Compensation for services provided for under Exhibit “A” – “IVT MedTrans Paratransit  
17 Services Scope of Work FY 2019-2020 through FY 2023-24” shall be as follows:

18 **8.3.1.** For the period August 1, 2019 through June 30, 2020, the price is identified as  
19 \$489,255. The fare box is established at ten percent (10%); therefore the annual  
20 not-to-exceed subsidy shall be \$440,329.

21 **8.3.2.** For the period July 1, 2020 through June 30, 2021, the price is identified as  
22 \$563,379. The fare box is established at ten percent (10%); therefore the annual  
23 not-to-exceed subsidy shall be \$507,041.

24 **8.3.3.** For the period July 1, 2021 through June 30, 2022, the price is identified as  
25 \$590,446. The fare box is established at ten percent (10%); therefore the annual  
26 not-to-exceed subsidy shall be \$531,401.

1           **8.3.4.** For the period July 1, 2022 through June 30, 2023, the base price is identified as  
2                           \$611,195. The fare box is established at ten percent (10%); therefore the annual  
3                           not-to-exceed subsidy shall be \$550,076.

4           **8.3.5.** For the period July 1, 2023 through June 30, 2024, the base price is identified as  
5                           \$660,616. The fare box is established at ten percent (10%); therefore the annual  
6                           not-to-exceed subsidy shall be \$594,554.

7           **8.3.6.** The fare box recovery ratio of 10% (or any other fare box ratio calculated and  
8                           ultimately required during the course of this Agreement) is subject to the  
9                           deduction of normal Transportation Development Act operating cost exclusions.

10          **8.3.7.** In the event that the required fare box revenue is not achieved on an annual basis,  
11                           the PROVIDER may be allowed to request compensation from the ICTC for  
12                           reimbursement up to the agreed upon annual cost. The lack of attainment for the  
13                           annual fare box revenue must not be due to circumstances affecting the quality of  
14                           transit service within the PROVIDER's control, e.g. ICTC's documentation of  
15                           poor maintenance affecting the reliability of service or passenger comfort on  
16                           vehicles, or inappropriate behavior by customer service staff or vehicle drivers.

17          **8.4.** In the event that fuel costs are increased beyond PROVIDER's control and the negotiated  
18                           rate, ICTC will offer PROVIDER an additional amount to offset the increase in costs. A  
19                           fuel escalator clause shall contain the following provisions:

20          **8.4.1.** The fuel escalator shall be calculated as follows: the full amount that fuel costs  
21                           exceed the vehicle fuel budget line item shall be adjusted downward by any  
22                           savings in any other line item category that has not been fully utilized.

23          **8.4.2.** The request for additional subsidy shall be submitted to ICTC at the conclusion  
24                           of the fiscal year in which the costs are incurred. The request shall be  
25                           accompanied by an accounting developed by PROVIDER, and invoices  
26                           substantiating said increase.

27          **8.4.3.** The cost of fuel is negotiated at a rate set at \$3.80 per gallon for the term of this  
28                           Agreement.

1 **9. FARE BOX**

2 **9.1.** Fare Box Revenue. Fare boxes are optional and can be installed at the discretion of  
3 PROVIDER.

4 **9.2.** Fare Collection. PROVIDER’s staff will collect fares in advance where feasible. Vehicle  
5 operators shall also collect fares as established by ICTC and maintain an accurate count  
6 of all boarding passengers by fare category. Vehicle operators shall not make change for  
7 passengers.

8 **9.3.** Fare box revenue shall be counted by PROVIDER’s office employees daily and  
9 reconciled against the stated number of passenger trips. Any shortages must be  
10 investigated and corrected by PROVIDER. PROVIDER will deposit farebox revenue  
11 daily. Fare box revenue is the property of ICTC, and PROVIDER will submit written  
12 reports to ICTC of revenue collection.

13 **9.4.** Transfers. PROVIDER shall also develop a transfer procedure and collect transfers to  
14 and from IVT branded or other public agency transit services. PROVIDER shall account  
15 for it in its report of revenue collected.

16 **9.5.** Prepaid Fare Revenue. PROVIDER shall develop and collect prepaid fare revenue from  
17 individuals, educational facilities and social service agencies. Revenue shall be collected  
18 by PROVIDER personnel as needed but at a minimum on a monthly basis.

19 **10. PERFORMANCE STANDARDS**

20 Standards and evaluation criteria will be utilized to annually measure performance and efficiency  
21 of routes, and PROVIDER performance. This criterion is reported to State and Federal agencies  
22 annually. For the purposes of this Agreement, criteria will be negotiated and  
23 established: Performance standards for service implementation shall be those specified in  
24 Exhibit “A”, Appendix A-1 – “IVT MedTrans Paratransit Services Scope of Work FY 2019-2020  
25 through FY 2023-24”.

26 **11. MARKETING**

27 **11.1** Approval. Not later than thirty (30) days after the execution of this Agreement and ninety  
28 (90) days prior to the end of the fiscal year thereafter, PROVIDER shall participate in the



1 development of a marketing plan with ICTC and ICTC's consultant specific to the IVT  
2 MedTrans services for ICTC's final approval. The marketing plan shall indicate all  
3 proposed activities with a corresponding budget of 5% of the total cost of the service for  
4 the fiscal year. PROVIDER shall be responsible for working with ICTC staff and  
5 consultant for the development and preparation, subject to the approval of ICTC, of all  
6 marketing materials for the IVT MedTrans paratransit services. PROVIDER will  
7 coordinate the placement, scheduling and distribution of all advertising and promotional  
8 materials designed to inform patrons of ICTC services and to promote ridership.

9 **11.2** Preparation. PROVIDER shall be responsible for the preparation and printing of all  
10 necessary passes, tickets and transfers to be used in the paratransit service.

11 **11.3** Distribution. PROVIDER shall distribute and disseminate such materials in accordance  
12 with the provisions of this Agreement and any directions supplemental thereto provided  
13 by ICTC.

14 **11.4** Promotion. PROVIDER shall promote the service for ICTC, and distribute brochures  
15 and other materials.

16 **11.5** Presentation. PROVIDER shall, under the direction of ICTC, provide contact on an as-  
17 needed basis with private and non-profit community agencies, job resource centers and  
18 local governing bodies to promote interest and use in the transit services of ICTC. These  
19 contacts shall include, but not be limited to speaking engagements and displays.  
20 PROVIDER will participate as a technical resource contact with user groups or agencies  
21 as required, including meetings of ICTC committees or commission meetings upon  
22 request.

23 **11.6** Comment Cards. PROVIDER shall develop and distribute passenger comment cards.  
24 PROVIDER will respond to all comments with copies of response provided to ICTC.  
25 PROVIDER will provide statistical summaries of frequency and patterns of comments to  
26 ICTC on a monthly basis.

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1 **12. CUSTOMER SERVICE**

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

8 **12.2 TDD/FAX.** PROVIDER's telephone system shall have TDD or equivalent, and FAX  
9 capabilities. PROVIDER shall publish these phone numbers in local telephone  
10 directory(ies).

11 **12.3 Exclusivity of Phone Services.** PROVIDER's customer service telephone numbers shall  
12 be used solely for the purpose of providing customer information, serving trip requests  
13 and those activities required under the Scope of Work, and shall not be used by  
14 PROVIDER for any other purpose or business. These telephones shall be answered as  
15 specified by ICTC.

16 **12.4 Rollover of Phone.** Upon termination of this Agreement, PROVIDER's customer service  
17 telephone numbers shall remain within the jurisdiction of ICTC. Any new PROVIDER  
18 would be responsible for transferring PROVIDER's customer service telephone numbers  
19 to their service.

20 **12.5 Bilingual Capability.** PROVIDER shall provide bilingual dispatchers or information  
21 operators, and drivers who can fluently speak both the English and Spanish languages  
22 and are knowledgeable of time schedules, routes, window corridors and transit services  
23 of ICTC as is necessary to answer customer information requests, refer passengers to  
24 other public transit service PROVIDERs and/or questions in a courteous, timely and  
25 professional fashion.

26 **13. COORDINATION**

27 **13.1 Consultation.** PROVIDER represents itself as an expert in the field of public paratransit.  
28 As such, PROVIDER shall provide ICTC with minor technical assistance and

1 consultation in such matters as operating policies, funding and coordination with other  
2 transit PROVIDERs at no additional charge to ICTC. At no time will PROVIDER be  
3 required to prepare intensive or in-depth studies without mutually agreed-upon  
4 compensation. Periodically, consultants will request information or interviews with  
5 PROVIDER staff. PROVIDER is required to cooperate with all ICTC-administered  
6 consultant projects.

7 **13.2** Service Recommendations. PROVIDER shall report to ICTC and shall make  
8 recommendations as to changes to improve ICTC's paratransit service on a case-by-case  
9 basis. PROVIDER may not make any permanent changes that affect the quantity, quality  
10 or nature of the paratransit service without obtaining ICTC's written permission.

11 **14.** MANAGEMENT

12 **14.1** General Manager/Operations Manager. ICTC shall participate in the selection and  
13 approval of the person serving as General Manager/Operations Manager. In the event  
14 that the General Manager must be replaced, ICTC will participate in the selection and  
15 approval of the replacement.

16 **14.2** Day-to-Day Operations. PROVIDER will manage the day-to-day operation in  
17 accordance with the adopted operations plan and good management practices.  
18 Management of day-to-day operations of the system will be vested in at least one (1) local  
19 management individual who shall be experienced in all aspects of public paratransit  
20 operations. The individual shall be responsible for managing and monitoring all aspects  
21 of the system operation including but not limited to maintenance, repair, fueling, security,  
22 supply of on-line and spare vehicles, warranty work, quality of service, accounting, fare  
23 collection, personnel and contract administration. PROVIDER shall supply ICTC with a  
24 twenty-four (24) hour emergency telephone number at which PROVIDER can be  
25 reached.

26 **14.3** Priority of Service. The General Manager/Operations Manager shall be employed and  
27 available on a full-time basis.  
28

1           **14.4** Executive Level Availability. PROVIDER shall also designate a responsible executive  
2 level employee of PROVIDER to be available at all times, either by phone or in person,  
3 to make decisions or provide coordination as necessary. This executive must be  
4 authorized to act throughout the service area on behalf of PROVIDER. This individual  
5 may not be the same individual as the General Manager/Operations Manager.

6           **14.5** Operational Efficiency. PROVIDER shall seek out and implement methods of improving  
7 system operations, service and cost-effectiveness along with improvements to correct  
8 deficiencies and substandard performance. After approval by ICTC, results will be  
9 reported to ICTC via the monthly management summary (“MSS”) report, activity report  
10 or direct memorandum, along with a summary of any corrective actions that have been  
11 taken. PROVIDER shall review and comment on plans, equipment purchases, operative  
12 changes and related proposals of ICTC.

13 **15. GENERAL REPORTS AND RECORDKEEPING**

14           **15.1** PROVIDER shall collect data on the operation of the paratransit service system and  
15 supply the data to ICTC on a monthly basis, or as may otherwise be directed below. All  
16 such information supplied by PROVIDER shall be certified as accurate.

17           **15.2** Management Information System. PROVIDER's Management Information System shall  
18 utilize Word, Excel, Power Point, Access, Adobe Acrobat and e-mail and provide an  
19 adequate methodology to gather, store, retain, calculate, compute, cross-reference and  
20 display in textual, tabular and graphic form all operating, performance and financial data  
21 associated with this Agreement. In addition, e-mail capability is required to communicate  
22 with ICTC. ICTC uses IBM-compatible computer equipment.

23           **15.3** Monthly Reports. PROVIDER will report the information on a monthly basis in the  
24 format as described in the Appendix E to “IVT MedTrans 2019” Request for Proposal  
25 dated March 2019 - Reporting.

26           **15.4** Annual Reports. PROVIDER will report the information on an annual basis in the format  
27 as described in the Appendix E to “IVT MedTrans 2019” Request for Proposal dated March  
28 2019 - Reporting.



1           **15.5** Miscellaneous Reports. In addition to the monthly and annual reporting, PROVIDER  
2 shall supply any and all reports necessary to comply with requirements of ICTC and other  
3 local, State or Federal authorities. These reports shall include but not be limited to all  
4 required California Air Resource Board Urban or Medium Bus Operators Emission  
5 Requirements, California Transportation Development Act and FTA and National Transit  
6 Database reporting requirements.

7           **15.6** Accident Reporting. PROVIDER shall provide ICTC with immediate telephone  
8 notification of accidents. PROVIDER shall forward written copies of accident reports  
9 within one (1) business day for injury accidents and three (3) business days for non-injury  
10 accidents. PROVIDER shall also forward all California Highway Patrol (“CHP”) Safety  
11 Compliance Reports within two (2) business days after CHP submission to PROVIDER.

12           **15.7** Survey/Study/Analysis Data. ICTC may periodically conduct surveys of ridership during  
13 the term and, if applicable, the extension term of this Agreement. These surveys may  
14 determine matters including socioeconomic, origination and destination and fare-type  
15 characteristics of paratransit service system users. PROVIDER shall cooperate in the  
16 conduct of all surveys, including having its in-service drivers participate where  
17 operationally possible, at no additional charge to ICTC.

18           **15.8** Proprietary Restriction. PROVIDER agrees that all information it must furnish pursuant  
19 to this Agreement shall be free from proprietary restrictions unless identified during  
20 negotiation and mutually agreed-upon. PROVIDER further agrees that other such data  
21 is public and in the public domain.

22           **15.9** Maintenance of Data. PROVIDER shall maintain accurate and complete books, records,  
23 data and documents on generally-accepted accounting principles in accordance with  
24 Uniform System of Accounts and Records adopted by the State Controller pursuant to  
25 Section 99243 of the Public Utilities Code, and as required by ICTC or the California  
26 Department of Transportation (“Cal Trans”). Such records shall be kept in such detail  
27 and form so as to meet applicable local, State and Federal requirements.  
28

1           **15.10** Accountability. A complete and separate set of books, accounts and/or records shall be  
2           maintained by PROVIDER, which records shall show details of transactions pertaining  
3           to the management, maintenance and operation of only this system under the terms of this  
4           Agreement. System transactions shall not be co-mingled with PROVIDER's other  
5           operations. PROVIDER's records shall be kept with sufficient detail to constitute an audit  
6           trail to verify that any and all costs charged to the system created by this Agreement are  
7           in fact due to operations pursuant to this Agreement, and not due to separate or charter  
8           operations by PROVIDER. ICTC auditors shall perform a random audit of the financial  
9           records of the service on an annual basis.

10           **15.11** Maintenance Records. PROVIDER shall keep and maintain all work orders, warranty  
11           dockets and maintenance records on vehicles and equipment, separated by vehicle, until  
12           this Agreement is terminated. PROVIDER shall release all such documents to ICTC  
13           upon request or upon termination of this Agreement.

14           **15.12** Access. ICTC, Caltrans, FTA and the Comptroller General of the United States, or any  
15           of their duly authorized representatives, shall have access to any books, documents,  
16           papers, and records of PROVIDER which are directly pertinent to this Agreement for the  
17           purpose of making audit, examination, excerpts, and transcription of PROVIDER's files.  
18           PROVIDER shall maintain all these records for a period of at least five (5) years  
19           following the close-out of this Agreement to allow for audits, examinations, excerpts and  
20           transcriptions of PROVIDER's files.

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

22           **16.1** PROVIDER shall provide all facilities, tools, equipment, tires, fuel, oil, batteries, parts,  
23           cleaning supplies, office supplies, office equipment and such other items or materials  
24           required to professionally operate ICTC's paratransit services, including phone system  
25           and service.

26           **16.2** PROVIDER shall provide, operate and maintain the radio communications system for the  
27           paratransit service, including but not limited to, securing of Federal Communications  
28           Commission ("FCC") frequency, base station, transmitter, repeater if needed, and a

1 mobile unit for each vehicle and a spare. PROVIDER must comply with ICTC policies  
2 and FCC procedures for radio use.

3 **16.3 VEHICLE MAINTENANCE**

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

- 9 • Preventative Maintenance
- 10 • Mechanical Maintenance
- 11 • Zero Tolerance Graffiti Removal
- 12 • Cleaning Program
- 13 • Engine and Transmission
- 14 • Quality Control
- 15 • Warranties on New Buses
- 16 • Interior Bus Maintenance (Seats, Driver Seats, Floors)
- 17 • Wheelchair Lift/Ramp Maintenance
- 18 • Farebox Maintenance
- 19 • Tire Servicing
- 20 • Wheel Cleaning
- 21 • Maintenance Performance Analysis
- 22 • Maintenance Reporting

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

If PROVIDER staffing levels for maintenance personnel fall below what it required by  
the agency and based on the PROVIDER staffing proposed, PROVIDER shall  
temporarily utilize existing personnel for additional time, or shifts, to insure that the  
maintenance staffing workload meets, or exceeds, the minimum Full Time Equivalent  
(FTE) requirements for each of the maintenance staffing categories proposed by

1 PROVIDER, until such time that additional staff are hired, trained, and employed.  
2 Failure to maintain staffing levels that equal, or exceed the required levels for operating  
3 efficiency may subject PROVIDER to Incentives or Penalties. Subcontracting of  
4 additional or specialized cleaning functions may be considered. However, all  
5 maintenance manager, mechanic and service positions must be employees of the  
6 PROVIDER. PROVIDER's duty and responsibility to maintain all vehicles and  
7 equipment is not delegable to any other person, firm or corporation. All subcontracts of  
8 maintenance functions must be approved by ICTC in advance, and may not substitute for  
9 staffing levels shown in PROVIDER's staffing plan.

### 10 **16.3.1 MAINTENANCE PERSONNEL**

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

- 13 • Bus engines, transmissions, and related mechanical parts.
- 14 • Methods and procedures used in servicing mechanical equipment.
- 15 • Bus chassis and bodies.
- 16 • Tools, precision instruments, equipment, and procedures used in the general  
17 repair and maintenance of bus equipment.
- 18 • Decimals, fractions, and specifications related to bus mechanics.
- 19 • Specialized areas such as upholstery, brake relining, air conditioning,  
20 wheelchair lift or device, fareboxes, electronic destination signs, and laptop  
21 computer diagnostic programming.

### 22 **16.3.2 MAINTENANCE PERSONNEL SKILLS**

23 **16.3.2.1** Inspect bus engines, transmissions, fuel systems, and other  
24 mechanical, electric, and electronic parts and components.

25 **16.3.2.2** Diagnose bus engine, transmission, fuel systems, and other  
26 mechanical, electrical, and electronic parts and component system  
27 problems.  
28





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

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

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

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

#### 18 **16.3.4 MECHANICAL MAINTENANCE PROGRAM**

19 PROVIDER, at its sole cost and expense, shall provide all lubricants, repairs,  
20 cleaning, cleaning agents, parts, supplies, labor, maintenance, major components,  
21 and component rebuilding and replacement required for the operation of all  
22 equipment pursuant to the Agreement, unless otherwise indicated. PROVIDER  
23 shall be fully responsible for the safe and efficient maintenance of all vehicles and  
24 equipment, radios, fareboxes, and all other ICTC-provided equipment to be used  
25 to perform this Agreement in strict conformity to all CHP regulations and Title  
26 13 requirements.  
27  
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1 ICTC may inspect any vehicle at any time. PROVIDER shall allow ICTC, or its  
2 designated agent, access to PROVIDER's facilities and records for the purpose of  
3 monitoring the PROVIDER's maintenance performance, as ICTC deems  
4 necessary. ICTC shall be permitted to view and copy any vehicle maintenance  
5 records, inspect vehicles, and request PROVIDER's personnel to drive vehicles  
6 and/or position vehicles to inspect the undercarriage, as is necessary to evaluate  
7 the condition of vehicles used in the performance of this Agreement. ICTC, or its  
8 designated agent(s), shall conduct such inspections on a regular basis.

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

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

15 **16.3.4.1** All wheelchair lifts, ramps, and other accessibility-related  
16 equipment shall be inspected, serviced and lubricated at intervals  
17 necessary to insure that all accessibility features are fully  
18 operational whenever the vehicle is used in revenue service.

19 **16.3.4.2** Fareboxes, radios, destination signs, public address systems,  
20 request-to-stop systems, and passenger doors shall be inspected,  
21 serviced and lubricated at intervals necessary to ensure that this  
22 equipment is fully operational as designed whenever the vehicle is  
23 used in revenue service.

24 **16.3.4.3** At scheduled oil change intervals, a laboratory engine and  
25 transmission oil analysis shall be performed on every ICTC-  
26 provided bus engine or transmission. The analysis program used  
27 by PROVIDER shall be subject to approval by ICTC.  
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**16.3.4.4** Brake inspections and adjustments shall be performed at intervals that insure the safe and efficient operation of the braking system. Brakes must be fully inspected, at a minimum, of 3,000 miles at the “A” inspection.

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

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

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

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

**16.7** Bicycle racks (front two position SportWorks), if provided on vehicles for this service, PROVIDER shall then maintain bicycle racks in good working order. Racks shall be inspected every 3,000 miles with the “A” PMI. Racks may need to be sanded, repainted or polished, or replaced (if not easily repaired).

**16.8** PROVIDER, as manager of the fleet, shall establish and maintain a spare parts inventory based on the age and variety of vehicles, sufficient to ensure that peak hour vehicle requirements are met. Vehicles may not be used to supply spare parts for other buses.



1           **16.9** ICTC may remove a vehicle from revenue service if ICTC determines that maintenance  
2           on any vehicle is not in conformity with the Agreement.

3           **16.10** PROVIDER, as an agent for ICTC in the case of warranted equipment, will be responsible  
4           for ensuring that the vehicle manufacturers and all component manufacturers perform or  
5           reimburse PROVIDER for all parts and labor, which are covered under warranty.  
6           PROVIDER shall diligently follow the preventative maintenance program so any  
7           warranty coverage on ICTC-owned or provided equipment is not lessened or invalidated.

8           **16.11** Upon completion or termination of the Agreement for any reason, PROVIDER shall  
9           return vehicles and all other ICTC-provided equipment to ICTC less reasonable wear-  
10          and-tear, as determined by accepted bus industry standards and approved by ICTC.

11          **16.12** Driver and passenger seats shall be maintained in proper operating condition at all times.  
12          It shall include, at a minimum, inspection, repair, and replacement for seat cushions,  
13          frames, armrests, and all electrical, mechanical, and pneumatic components. All rips,  
14          tears, cuts, gum, graffiti and other damage shall be cleaned and/or repaired in a  
15          professional manner immediately upon their discovery. PROVIDER shall replace seat  
16          covers that are worn or cannot be professionally repaired, using materials that are  
17          identical in design and color as those materials being replaced.

18          **16.13** PROVIDER is responsible for all towing services related to this AGREEMENT.

19          **16.14** Tire maintenance and replacement are the responsibility of the PROVIDER. Any new  
20          buses delivered during the Agreement will be delivered with tires purchased by ICTC as  
21          part of the bus procurement. Any replacements for these original tires will be the  
22          responsibility of the PROVIDER when the original tires require replacement.

23          **16.15** Steam cleaning of engine compartments of buses shall be carried out with PROVIDER  
24          equipment on a regular basis. It is expected that the engine compartment be steam cleaned  
25          or pressure washed (at high temperature) prior to every "A" inspection at 3,000  
26          miles.

27          **16.16** MAINTENANCE SHOP PRACTICES

1 The PROVIDER provided Maintenance Manager shall verify the quality of the work  
2 performed, and add his/her signature to the PMI Inspection form.

3 **16.16.1**Tires shall always be matched (by manufacturer, size, and tread pattern) on each  
4 axle. PROVIDER shall follow manufacturer’s recommended guidelines for  
5 wheel maintenance and cleaning. PROVIDER shall clean all wheels weekly and  
6 re-paint steel wheels as necessary.

7 **16.16.2**Broken or cracked glass or window liners shall be replaced immediately upon  
8 discovery. No buses shall enter into revenue service with broken or cracked glass  
9 at any time. Scratched or etched glass or window liners shall be replaced weekly,  
10 unless significant damage or offensive in nature, which shall require immediate  
11 replacement.

12 **16.16.3**Bus Brake Replacement

13 **16.16.3.1** Both brakes on an axle will be replaced at the same time.

14 **16.16.3.2** Wheel seals will be replaced with every brake job, and bearings  
15 will be checked.

16 **16.16.4**Other

17 **16.16.4.1** Cradle motor mounts shall be replaced in pairs.

18 **16.16.4.2** Radiators shall be re-cored or replaced at the time of engine  
19 replacement.

20 **16.16.4.3** Bus maintenance and storage facilities shall be free of freestanding  
21 water. All oil, grease, fluids, dirt, trash, rags, boxes,  
22 etc. shall be removed from bus maintenance and storage facilities  
23 daily. ICTC may inspect shop condition on a regular basis.

24 **16.17** BUS MAINTENANCE RECORD KEEPING

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

27 Year and Make

28 Model

- 1 Serial number/ICTC fleet number
- 2 License number
- 3 Vehicle Identification Number (VIN)
- 4 Date received
- 5 Date placed in service
- 6 Annual miles
- 7 Contract miles
- 8 Life miles
- 9 Major Component Rebuild and Replacement including date and lifemiles
- 10 Vehicle repairs
- 11 Preventive Maintenance Inspection Reports
- 12 Daily "Bus Condition" reports
- 13 Work Orders

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

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

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

27 **16.18 SAFETY**

28

1           **16.18.1**ICTC will require that the Motor Carrier Unit of the CHP annually prepare and  
2                                   submit to ICTC a Safety Compliance Report (CHP 343) and Vehicle Inspection  
3                                   Reports (CHP 343A). PROVIDER shall fully cooperate with, and allow access  
4                                   as requested to, any CHP officer, or agent, for the purposes of preparing the CHP  
5                                   343. PROVIDER must attain satisfactory ratings in each category of the Safety  
6                                   Compliance Report. PROVIDER must expeditiously correct any deficiencies  
7                                   noted on any CHP vehicle or terminal inspection report.

8           **16.18.2**ICTC requires that PROVIDER regularly inspect and maintain all safety  
9                                   equipment used or required in the fulfillment of this Agreement. PROVIDER is  
10                                  responsible for purchasing, at its own cost, replacement fire extinguishers, first  
11                                  aid kits, first aid kit refill supplies, and triangle reflector kits sufficient to ensure  
12                                  that spares are always available and that the operation maintains compliance with  
13                                  local, state, and federal safety regulations. Drivers' daily vehicle inspection shall  
14                                  include a check of the fire extinguisher and triangle reflector kit. Used, missing,  
15                                  or broken items must be replaced as soon as practicable. All vehicle and facility  
16                                  fire extinguishers shall be inspected and tagged no less frequently than annually.  
17                                  First aid kits shall be inspected and professionally serviced at least once per  
18                                  year.

19           **16.19** ICTC REIMBURSEMENT OF ENGINE AND TRANSMISSION REBUILD COSTS

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

27           **16.19.1**After review, ICTC may direct PROVIDER in writing, to proceed with the  
28                                  recommended work.



1           **16.19.2**PROVIDER will only be permitted to pass through to ICTC the costs related to  
2                           any engine or transmission work accomplished following the above-mentioned  
3                           procedure. ICTC will not be liable for any costs if PROVIDER does not follow  
4                           the above-mentioned procedure. PROVIDER must submit a detailed invoice to  
5                           ICTC for all such work.

6           **16.19.3**If ICTC determines that such work is necessary due to poor maintenance  
7                           performance by PROVIDER, ICTC will not be liable for any costs.

8           **16.19.4**PROVIDER shall remain responsible for all costs related to repair or replacement  
9                           of any engine-driven part including, but not limited to, generators, hydraulic  
10                          pumps, water pumps, fuel pumps, valve covers, oil pans, alternators, voltage  
11                          regulators, air compressors, air-conditioning compressors, vacuum pumps, starter  
12                          motors, and turbocharger. PROVIDER shall also remain responsible for all costs  
13                          related to repair or replacement of transmission-related parts including, but not  
14                          limited to, oil coolers, external oil lines, external filters, external linkage  
15                          modulators, external speedometers/odometers, "driven" gears or sensors, neutral  
16                          start switches, and temperature sensors.

17 **17.    FACILITIES**

18           **17.1** All facilities and arrangements including office space, furniture, dispatch, maintenance  
19                          bays, paved, secured and lighted parking areas, storage, on/off site fueling, radio,  
20                          telephone and computer connections are the responsibility of PROVIDER and shall be  
21                          sufficient to support the operation of the paratransit services described herein.

22           **17.2** PROVIDER shall ensure that facilities provided are maintained as needed to ensure a  
23                          safe, hygienic, professional and attractive working environment that is in compliance with  
24                          local, State and Federal regulations.

25           **17.3** Services shall be operated on an inter-city and inter-county basis. Vehicles dispatched out  
26                          of the facilities shall travel to various destinations. ICTC does not specify preference for  
27                          location; however, the location shall be evaluated for practicality and functionality for the  
28                          administration, operations and maintenance of the system.

1           **17.4** PROVIDER shall locate facilities so as to be able to bring a back-up vehicle into service  
2                            within sixty (60) minutes from the location.

3           **17.5** The facilities are expected to serve the walk-in passenger, including passengers with  
4                            disabilities and / or mobility impairments, collect fare payment, and provide a centralized  
5                            site for operations and a distribution point for the sale of passes and brochures.

6   **18.    VEHICLES**

7           **18.1** ICTC shall supply all revenue vehicles for the services. PROVIDER shall supply all non-  
8                            revenue service hour vehicles. See Vehicles for Exhibit “A” – “IVT MedTrans Paratransit  
9                            Services Scope of Work FY 2019-2020 through FY 2023-24”. PROVIDER must examine  
10                          the service history and schedule to determine minimum size of vehicles and spares  
11                          required for efficient service operation.

12          **18.2** PROVIDER shall maintain adequate air-conditioning and passenger comfort on-board at  
13                          all times.

14          **18.3** ICTC may inspect vehicles on- or off-route and pull a vehicle out of service at any time  
15                          due to perceived or reported safety violations, lack of air conditioning, lack of functional  
16                          wheel chair lift or other condition that impacts the health and welfare of  
17                          passengers.

18   **19.    PERSONNEL**

19          **19.1** PROVIDER shall provide all management, office staff, drivers, dispatchers, mechanics,  
20                          maintenance clerks, cleaners, service workers, telephone information operators, road  
21                          supervisors and such other personnel necessary to responsibly operate ICTC’s  
22                          paratransit services system, including any onboard security or supervision. It is  
23                          understood that PROVIDER may subcontract components of its operations; however, no  
24                          such subcontract shall relieve PROVIDER from responsibility to ensure compliance with  
25                          the terms of this Agreement.

26          **19.2** PROVIDER will recruit, screen, hire, discipline and train personnel as necessary, conduct  
27                          monthly safety and other related employee meetings as necessary and perform liaison  
28                          activities with ICTC and other agencies related to execution of this Agreement. A copy

1 of employee benefits, work rules and union contracts shall be provided to ICTC.  
2 PROVIDER shall meet and coordinate with ICTC on a frequent basis.

3 **19.3** PROVIDER shall supervise all drivers to the end that they are courteous to all patrons at  
4 all times and respond to patrons' questions regarding use of the transit system or  
5 connecting systems accurately.

6 **19.4** PROVIDER shall provide ICTC with an organizational chart prior to start-up. After  
7 startup, PROVIDER shall provide a list of drivers' names and update said list monthly.  
8 PROVIDER shall not place a driver into service without the driver first completing  
9 PROVIDER's training program as outlined in Paragraph 20. Failure to comply with this  
10 section may result in termination of this Agreement.

11 **19.5** PROVIDER's staffing is considered to be essential to the work being performed under  
12 this Agreement.

13 **19.5.1** PROVIDER shall ensure that all employees receive a livable wage that complies  
14 with applicable minimum wage levels in the State of California, with medical  
15 benefits available via choice in the United States and Mexico.

16 **19.5.2** PROVIDER shall ensure that a majority of the employees are considered full time  
17 with benefits, and the use of part time employees while allowable will be  
18 minimized.

19 **20. TRAINING**

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

25 **20.2** All PROVIDER employees, including dispatchers and supervisor(s), shall be trained and  
26 certified as drivers. Such training shall meet all requirements of the State of California.  
27 A detailed description of PROVIDER's proposed training program shall be submitted to  
28

1 ICTC within thirty (30) days of the execution of this Agreement. PROVIDER's training  
2 plan shall provide a minimum of eight (8) hours of annual refresher training per driver.

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

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

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

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

24 **21. LICENSES**

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

26 **21.2** PROVIDER shall be responsible for any locally required business or other licenses,  
27 including FCC and Public Utilities Commission certificates as required and necessary.  
28



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

3 **22. UNIFORMS**

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

11 **23. SAFETY AND SECURITY**

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

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

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

23 **24. INSURANCE REQUIREMENTS:**

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

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

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

- 10 \$20,000,000 per occurrence for bodily injury and property damage
- 11 \$20,000,000 per occurrence for personal and advertising injury
- 12 \$20,000,000 aggregate for products and completed operations
- 13 \$20,000,000 general aggregate

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

19 (iii) AUTOMOBILE PHYSICAL DAMAGE insurance to include collision, comprehensive  
20 and theft coverage for all ICTC vehicles operated, maintained, used and/or stored by  
21 Provider under this Agreement. This insurance shall include replacement cost coverage  
22 for all ICTC vehicles operated, maintained, used and/or stored by Provider under this  
23 Agreement.

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

1 premises, computer fraud, funds transfer fraud and money orders and counterfeit paper  
2 currency, with limits of liability of not less than \$100,000 per claim/occurrence.

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

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

6 **24.2** In the event PROVIDER purchases an Umbrella or Excess insurance policy(ies) to meet  
7 the minimum limits of insurance set forth above, this insurance policy(ies) shall "follow  
8 form" and afford no less coverage than the primary insurance policy(ies).

9 **24.3** PROVIDER shall be responsible for payment of any deductibles contained in any  
10 insurance policies required hereunder and PROVIDER shall also be responsible for  
11 payment of any self-insured retentions. Any deductibles or self-insured retentions must  
12 be declared to, and approved by, the ICTC's Executive Director or his/her designee. At  
13 the option of the ICTC's Executive Director or his/her designee, either: (i) the insurer  
14 shall reduce or eliminate such deductibles or self-insured retentions as respects to ICTC,  
15 its board members, officers, employees, agents and volunteers, or (ii) PROVIDER shall  
16 provide a financial guarantee, satisfactory to ICTC's Executive Director or his/her  
17 designee, guaranteeing payment of losses and related investigations, claim administration  
18 and defense expenses. At no time shall ICTC be responsible for the payment of any  
19 deductibles or self-insured retentions.

20 **24.4** All policies of insurance required hereunder shall be endorsed to provide that the  
21 coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except  
22 after 30 calendar day written notice has been given to ICTC. Upon issuance by the  
23 insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage  
24 or in limits, PROVIDER shall furnish ICTC with a new certificate and applicable  
25 endorsements for such policy(ies). In the event any policy is due to expire during the  
26 work to be performed for ICTC, PROVIDER shall provide a new certificate, and  
27  
28

1 applicable endorsements, evidencing renewal of such policy not less than 15 calendar  
2 days prior to the expiration date of the expiring policy.

3 **24.5**The General Liability (ongoing operations and completed operations) and Automobile  
4 Liability insurance policies shall be written on an occurrence form and shall name ICTC, its  
5 members, board members, officers, officials, employees, agents and volunteers as an  
6 additional insured. Such policy(ies) of insurance shall be endorsed so PROVIDER's  
7 insurance shall be primary and no contribution shall be required of ICTC. The coverage  
8 shall contain no special limitations on the scope of protection afforded to ICTC, its board  
9 members, officers, employees, agents and volunteers. The Automobile Physical Damage  
10 and Fidelity Bond/Crime insurance policies shall name ICTC as a loss payee. The Workers'  
11 Compensation insurance policy shall contain a waiver of subrogation as to ICTC, its  
12 members, board members, officers, officials, employees, agents and volunteers. Should  
13 Provider maintain insurance with broader coverage and/or limits of liability greater than  
14 those shown above, ICTC requires and shall be entitled to the broader coverage and/or the  
15 higher limits of liability maintained by Provider. Any available insurance proceeds in excess  
16 of the specified coverage and minimum limits of insurance coverage shall be available to  
17  
18 ICTC.

19 **24.6** PROVIDER shall furnish ICTC all certificate(s) and applicable endorsements effecting  
20 coverage required hereunder. Upon request of ICTC and before work commences,  
21 PROVIDER shall immediately furnish ICTC with a complete copy of any insurance  
22 policy and all certificates and applicable endorsements required under this Agreement,  
23 with said copy certified by the underwriter to be a true and correct copy of the original  
24 policy. This requirement shall survive expiration or termination of this Agreement.

25 **24.7** If at any time during the life of this Agreement or any extension, PROVIDER or any of  
26 its subcontractors fail to maintain any required insurance in full force and effect, all work  
27 under this Agreement shall be discontinued immediately, and all payments due or that  
28 become due to PROVIDER shall be withheld until notice is received by ICTC that the



1 required insurance has been restored to full force and effect and that the premiums  
2 therefore have been paid for a period satisfactory to ICTC. Any failure to maintain the  
3 required insurance shall be sufficient cause for ICTC to terminate this Agreement. No  
4 action taken by ICTC hereunder shall in any way relieve PROVIDER of its  
5 responsibilities under this Agreement.

6 **24.8** The fact that insurance is obtained by PROVIDER shall not be deemed to release or  
7 diminish the liability of PROVIDER, including, without limitation, liability under the  
8 indemnity provisions of this Agreement. The duty to indemnify ICTC shall apply to all  
9 claims and liability regardless of whether any insurance policies are applicable. The  
10 policy limits do not act as a limitation upon the amount of indemnification to be provided  
11 by PROVIDER. Approval or purchase of any insurance contracts or policies shall in no  
12 way relieve from liability nor limit the liability of PROVIDER, its principals, officers,  
13 employees, agents, persons under the supervision of PROVIDER, vendors, suppliers,  
14 invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or  
15 indirectly by any of them.

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

22 **25. TERMINATION**

23 PROVIDER agrees to comply with all Federal Transit Administration and California Department  
24 of Transportation Required Provisions and Third Party Contract Clauses as set forth in the  
25 document attached hereto as **Attachment A** (REV01-2019 and thereafter most currently  
26 revised), the terms of which are incorporated herein by this reference as if fully set forth.

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28 ///

1 **26. FUTURE CONTRACTUAL SERVICE ADJUSTMENTS.**

2 The service provided is dictated by the ridership demand and economics of the annual budget  
3 process. After a contract has been executed, service demand may increase or decrease. Adjustments  
4 within the original scope of work may take place to the contracted revenue service days or hours  
5 that will affect the service pricing. The ICTC or the PROVIDER may initiate a discussion to adjust  
6 the level(s) of service. Adjustments to pricing for a service hour increase or decrease modification  
7 will be based on the variable cost per hour in effect for that fiscal year, as agreed and submitted  
8 in the proposal entitled “IVT MedTrans Paratransit Services Proposal 2019” dated May 8, 2019.  
9 Contact service modifications, subsequent extensions, agreement terms and subsidy are subject  
10 to criteria. Criteria for determining and evaluating the appropriateness of the modification or  
11 extension will be reviewed and approved by the ICTC Commission and Caltrans. Changes will  
12 not be made outside of the scope of work of this project. Changes will not be made to the contract  
13 during the first thirty (30) days of operation. Changes may not be made unilaterally or solely at the  
14 request of a passenger.

15 **27. EMPLOYEE WORK RULES**

16 PROVIDER shall enforce the following employee rules:

17 **27.1** Uniforms must be worn at all times when on duty and shall be clean and presentable at  
18 all times. Uniform designs, colors and ID tags are subject to ICTC approval.

19 **27.2** Gratuities shall not be accepted.

20 **27.3** Drivers shall have a thorough knowledge of ICTC transit services and service areas.  
21 Drivers shall also have a basic knowledge of potential transfer locations for all ICTC  
22 transit services.

23 **27.4 General Rules**

24 **27.4.1** No one will be permitted to smoke, eat or drink aboard vehicles at any time. This  
25 includes passengers and staff.

26 **27.4.2** Boisterous language, profanity or incivility to anyone shall not be allowed while  
27 PROVIDER’s personnel is in uniform and representing PROVIDER and ICTC,  
28 whether on- or off-duty.

- 1           **27.4.3** While in uniform, no PROVIDER employee shall purchase, consume or be under  
2           the influence of any narcotic, intoxicant, or harmful drug.
- 3           **27.4.4** Drivers shall be responsible for keeping all vehicles clean and sanitary during  
4           their shift.
- 5           **27.4.5** All PROVIDER employees are responsible for reporting any defects noted in any  
6           vehicle to the supervisor and maintenance department immediately. Drivers shall  
7           conduct a “walk-around” and an in-vehicle inspection of their vehicle and fill out  
8           a form approved by ICTC for denoting the results of such inspection(s) daily.  
9           Drivers shall have maintenance or management personnel resolve any doubt about  
10          the safety of a vehicle prior to placing a vehicle in passenger service.
- 11          **27.4.6** Employees may use vehicles only in accordance with their assigned duties.
- 12          **27.4.7** Employees must conduct themselves and operate vehicles in a safe and courteous  
13          manner at all times.
- 14          **27.4.8** No one shall be permitted to solicit on the vehicle.
- 15          **27.4.9** No item longer than five (5) feet will be permitted on the vehicle.
- 16          **27.4.10** All information regarding accidents shall be treated as confidential. Employees  
17          shall refrain from speaking to anyone concerning any accident unless it is to  
18          police, supervisory personnel, or other person(s) involved in the accident as  
19          required by law.
- 20          **27.4.11** Persons under the influence of any intoxicant, narcotic, or harmful drug shall not  
21          be permitted on the vehicle.
- 22          **27.4.12** Drivers providing service shall be required to travel over prescribed routes. If it  
23          becomes necessary to leave the route, the dispatcher or immediate supervisor shall  
24          be notified immediately.
- 25          **27.4.13** Drivers will provide the assistance required to help elderly and disabled persons  
26          boarding and de-boarding vehicles, moving to their seat and/or maneuvering and  
27          securing wheelchairs. Under no circumstances will drivers enter a passenger’s  
28          residence or physically lift a passenger.

1           **27.4.14** No vehicle shall be operated when its condition is unsafe or uncertain.

2           **27.4.15** No driver shall operate the wheelchair lift until he/she has received the required  
3                           training and if there is any doubt whosoever about the mechanical condition of  
4                           the lift or safety of the passenger as a result from using the lift. Wheelchair lift  
5                           operation shall be in compliance with the methodology recommended by the  
6                           organizational equipment manual.

7 **28. ICTC POLICIES AND STANDARDS**

8 PROVIDER shall meet ICTC transit service policies and standards in the operation of ICTC's  
9 IVT MedTrans paratransit services. Penalty payments shall be assessed in accordance with the  
10 Table of Incentives and Penalties.

11 **29. CONFLICT OF INTEREST**

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

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

16 PROVIDER, by the submission of its Proposal, certifies that it shall operate the paratransit  
17 system in compliance with ICTC operating policies, and with local, State and Federal ordinances,  
18 laws, and regulations applicable to this service. This Agreement may be financed in part with  
19 funding received under §§5307 and 5311 of the Federal Transit Act. All services performed by  
20 PROVIDER shall be performed in accordance and full compliance with all applicable federal  
21 laws and requirements. PROVIDER agrees to comply with all Federal Transit Administration  
22 and California Department of Transportation Required Provisions and Third Party Contract  
23 Clauses as set forth in the document attached hereto as **Attachment A** (REV01-2019 and  
24 thereafter most currently revised), the terms of which are incorporated herein by this reference  
25 as if fully set forth.

26 **31. INDEMNIFICATION**

27 To the furthest extent allowed by law, PROVIDER shall indemnify, hold harmless and defend  
28 ICTC and each of its members, board members, officers, officials, employees, agents and



1 volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages  
2 (whether in contract, tort or strict liability, including but not limited to personal injury, death at  
3 any time and property damage) incurred by ICTC, PROVIDER or any other person, and from  
4 any and all claims, demands and actions in law or equity (including attorney's fees and litigation  
5 expenses), arising or alleged to have arisen directly or indirectly out of performance of this  
6 Agreement. PROVIDER's obligations under the preceding sentence shall apply regardless of  
7 whether Indemnitees are negligent, but shall not apply to any loss, liability, fines, penalties,  
8 forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful  
9 misconduct, of ICTC or its board members, officers, employees, agents and volunteers.

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

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

15 **32. INDEPENDENT CONTRACTOR**

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

19 **32.1** PROVIDER is not an employee or agent of ICTC and is only responsible for the  
20 requirements and results specified by this Agreement or any other Agreement.

21 **32.2** PROVIDER shall be responsible to ICTC only for the requirements and results specified  
22 by this Agreement and except as specifically provided in this Agreement, shall not be  
23 subject to ICTC's control with respect to the physical actions or activities of PROVIDER  
24 in fulfillment of the requirements of this Agreement.

25 **32.3** PROVIDER is not, and shall not be, entitled to receive from, or through, ICTC, and ICTC  
26 shall not provide, or be obligated to provide, PROVIDER with Worker's Compensation  
27 coverage or any other type of employment or worker insurance or benefit coverage  
28

1 required or provided by any Federal, State or local law or regulation for, or normally  
2 afforded to, an employee of ICTC.

3 **32.4** PROVIDER shall not be entitled to have ICTC withhold or pay, and ICTC shall not  
4 withhold or pay, on behalf of PROVIDER, any tax or money relating to the Social  
5 Security Old Age Pension Program, Social Security Disability Program, or any other type  
6 of pension, annuity, or disability program required or provided by any Federal, State or  
7 local law or regulation.

8 **32.5** PROVIDER shall not be entitled to participate in, or receive any benefit from, or make  
9 any claim against any ICTC fringe program, including, but not limited to, ICTC's pension  
10 plan, medical and health care plan, dental plan, life insurance plan, or any other type of  
11 benefit program, plan, or coverage designated for, provided to, or offered to ICTC's  
12 employee.

13 **32.6** ICTC shall not withhold or pay, on behalf of PROVIDER, any Federal, State, or local  
14 tax, including, but not limited to, any personal income tax, owed by PROVIDER.

15 **32.7** PROVIDER is, and at all times during the term of this Agreement, shall represent and  
16 conduct itself as an independent contractor, not as an employee of ICTC.

17 **32.8** PROVIDER shall not have the authority, express or implied, to act on behalf of, bind or  
18 obligate the ICTC in any way without the written consent of ICTC.

19 **33. ASSIGNMENT**

20 Neither this Agreement nor any duties or obligations hereunder shall be assignable by  
21 PROVIDER without the prior written consent of ICTC.

22 **34. CONTRACTUAL DISPUTE RESOLUTION**

23 PROVIDER agrees to comply with all Federal Transit Administration and California Department  
24 of Transportation Required Provisions and Third Party Contract Clauses as set forth in the document  
25 attached hereto as **Attachment A** (REV01-2019 and thereafter most currently revised), the terms of  
26 which are incorporated herein by this reference as if fully set forth.

27 ///

28 ///

1 **35. NOTICES AND REPORTS**

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

4 **ICTC**

5 Imperial County  
6 Transportation Commission  
7 Attention: Mark Baza, Executive Director  
8 1503 N Imperial Ave., Suite 104  
9 El Centro, CA 92243

**PROVIDER**

First Transit, Inc.  
Jay Jeter, Regional Vice President Southwest  
13200 Crossroads Parkway North Suite 450  
City of Industry, CA 91746

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

12 **36. ENTIRE AGREEMENT**

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

16 **37. MODIFICATION**

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

20 **38. CAPTIONS**

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

23 **39. PARTIAL INVALIDITY**

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

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

28 As used in this Agreement and whenever required by the context thereof, each number, both

1 singular and plural, shall include all numbers, and each gender shall include a gender. PROVIDER as  
2 used in this Agreement or in any other document referred to in or made a part of this Agreement shall  
3 likewise include both singular and the plural, a corporation, a partnership, individual, firm or person  
4 acting in any fiduciary capacity as executor, administrator, trustee or in any other representative capacity  
5 or any other entity. All covenants herein contained on the part of PROVIDER shall be joint and several  
6 if more than one person, firm or entity executes the Agreement.

7 **41. WAIVER**

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

11 **42. CHOICE OF LAW**

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

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

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

19 **44. FORCE MAJEURE**

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

26 **45. AUTHORITY**

27 Each individual executing this Agreement on behalf of PROVIDER represents and warrants that:  
28



1       **45.1** He/She is duly authorized to execute and deliver this Agreement on behalf of  
2                   PROVIDER;

3       **45.2** Such execution and delivery is in accordance with the terms of the Articles of  
4                   Incorporation or Partnership, any by-laws or Resolutions of PROVIDER and;

5       **45.3** This Agreement is binding upon PROVIDER in accordance with its terms.

6                   PROVIDER shall deliver to ICTC evidence acceptable to ICTC of the foregoing within thirty  
7 days of execution of this Agreement.

8       **46.    SUSPENSION AND DEBARMENT**

9                   PROVIDER agrees to comply with all Federal Transit Administration and California Department  
10 of Transportation Required Provisions and Third Party Contract Clauses as set forth in the document  
11 attached hereto as **Attachment A** (REV01-2019 and thereafter most currently revised), the terms of  
12 which are incorporated herein by this reference as if fully set forth.

13       **47.    DISADVANTAGED BUSINESS ENTERPRISE**

14                   PROVIDER agrees to comply with all Federal Transit Administration and California Department  
15 of Transportation Required Provisions and Third Party Contract Clauses as set forth in the document  
16 attached hereto as **Attachment A** (REV01-2019 and thereafter most currently revised), the terms of  
17 which are incorporated herein by this reference as if fully set forth.

18    ///

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

3  
4  
5 **IMPERIAL COUNTY  
TRANSPORTATION COMMISSION:**

**PROVIDER:**

6  
7  
8 By: \_\_\_\_\_  
9           Chairperson

By: \_\_\_\_\_  
BRADLEY A. THOMAS  
President

10  
11 **ATTEST:**

12  
13 \_\_\_\_\_  
14 CRISTI LERMA  
Secretary to ICTC

15  
16 **APPROVED AS TO FORM:**

17 KATHERINE TURNER  
18 County Counsel

19  
20 By: \_\_\_\_\_  
Eric Havens  
Deputy County Counsel

# VI. ACTION CALENDAR

## VI. ACTION CALENDAR

- D. Competitive Bid Process for the IVT RIDE Paratransit System – 5 Year Operating Agreement, FY 2019-20 to FY 2023-24



1503 N. IMPERIAL AVE. SUITE 104  
EL CENTRO, CA 92243-2875  
PHONE: (760) 592-4494  
FAX: (760) 592-4410

July 3, 2019

ICTC Management Committee  
Imperial County Transportation Commission  
1503 N. Imperial Ave. Suite 104  
El Centro, CA 92243

**SUBJECT:** Competitive Bid Process for the IVT RIDE Paratransit System – 5 Year Operating Agreement, FY 2019-20 to FY 2023-24

Dear Committee Members:

**IVT RIDE** is a public paratransit service bus system in service since 2014, and is designed for seniors and transit dependent persons, for access to medical facilities, clinics and other services. IVT RIDE operates in Brawley, Calexico, Imperial, El Centro, Heber and the West Shores.

The vehicles operated are ramp equipped minibus designed for the physically and/or cognitively disabled passenger. Currently, the service operates 7 days a week (depending on location), with an advance reservation system. There is an average of 170 passengers a day and the farebox ratio is approximately 4%.

Features included in this service contract, include the following:

- Gasoline fuel
- A fuel escalator for fuel prices that exceed \$3.80 a gallon
- A 5% marketing allowance (developed annually based on available funding)
- Fourteen (14) Cutaway ramp equipped style buses and two (2) lift equipped vans.
- Dedicated in house maintenance support services and maintenance vehicles
- The continuation of two leased dedicated local facilities to accommodate bus parking, office personnel, training, administrative and maintenance activities
- Bilingual requirements for drivers and customer contact personnel
- Local coordinated multi service call center with bilingual dispatching and computerized reservation system

ICTC recently completed a competitive bid focused on the paratransit system for a five-year period. The goal was to continue to provide the public fixed route transit service and the procurement method was the standard Request for Proposals (RFP) in accordance with federal Third Party Contracting Guidance (FTA Circular 4220.1F), and the Best Practices and Procurements Process, Lessons Learned (2016)

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

Various methods of promulgation and advertisement included: a legal notice in the IV PRESS newspaper, bid availability notices in the procurement sections on the Cal Act website, the California Transit Association website and the ICTC website.

Two operators (including the incumbent First Transit, Inc.) attended the non-mandatory pre bid on April 17, 2019. The other vendor in attendance at the pre-bid declined the offered facility walk through offered that day. One proposal from the incumbent operator (First Transit, Inc.) was ultimately received by the specified closing time/date of May 10, 2019.

A Proposal Evaluation Committee comprised of staff from the Southern California Association of Governments (SCAG) Caltrans District 11 and ICTC reviewed the proposal on May 16, 2019. The proposal met the required screening for responsiveness i.e. met deadline, DBE documentation, required forms etc. ICTC staff also completed the documentation for excluded parties (SAMs), a labor allocation comparison and a vehicle resource/usage report to identify shortcomings or other issues as compared to the current operation.

Because this is a federally funded project and one proposal was received, ICTC staff had to treat the proposal as a single bid. This required a thorough review to determine if the RFP scope of work was overly restrictive or favored the incumbent operator.

A preliminary review by ICTC indicated that there were eight other bids from other public agencies within the same time frame including but not limited to several large opportunities; LA DOT, Yuba Sutter Transit, San Diego MTS, Spokane Transit and City of Monterey Park. The average "Days Out" of the RFPs by these eight agencies was 46 days. The ICTC "Days Out" schedule was slightly above average at 51 days.

The main factor is that while ICTC now owns its fleet of 65 buses, vendors still must acquire an operations facility for this five-year contract cycle from either the current privately owned leased facility or other facilities available on the open market. An additional factor is that ICTC cannot change the geographic location of its operations, to make them closer to an operator's other contracted service locations. The extreme summer temperatures do not lend itself well in this or previous procurements.

The solicitation, scope or spec relative to the transit operator providing the leased bus operating facility can not be modified. In addition, The contract start date is a vitally important target for ICTC. Any delays in the project start date limits the availability of federal funding, which will have damaging and negative impacts by reducing revenue service hours, affecting the passenger ridership. ICTC can not fund the transit service contract with only State and local funding.

Vendors were notified in person and via email several times through out the preceeding year in 2018 of ICTC's intention to solicit proposals. ICTC responded to several public requests for information from these same vendors by reproducing documents and performance data, at no cost to the requestor, in order to allow potential bidders to thoroughly familiarize themselves with the project site and scope, prior to the release of the RFPs. The other vendors had sufficient time and information provided to them so that the decision to submit proposals or not was theirs to make. Only one transit operator other than the incumbent attended the prebid conference and this operator declined the bus facility walk through offered by ICTC staff.

The lack of response is not within ICTC's control due to business decisions made by potential vendors to make the decisions most advantageous to them regarding which bids were the most lucrative to compete for. ICTC had four service contracts open and available, and even provided a choice to the vendor as to how many of the service contracts to bid upon, allowing smaller business to compete.



The proposal was responsive in that it indicated a proven capability, identified the appropriate staffing levels; appropriate vehicle usage recommendations; a superior transition plan including identifying a schedule and details for phone and radio communications; a sensitivity to meeting the needs of seniors and disabled passengers; in house maintenance capabilities; adequate facilities; maximum bilingual capabilities; the use of newer industry technology and software for reservations and dispatch; and, performance data management.

A determination can be made that adequate competition was achieved as there are no factors or conditions within ICTC's control that would have contributed to a different outcome. Therefore, a repeat of this competitive bid process would not produce a different result.

As First Transit Inc is the incumbent operator, there are no start up tasks/costs or fleet transition inspections to complete.

The proposed IVT RIDE service contract is recommended for a three-year term, with two one-year option years and will provide the opportunity to circulate a competitive bid in FY 2024. The total five-year pricing for this contract reflects an increase of 5% over the ICTC project estimate. The increase is primarily related to an increase to meet the CPI, workman's comp, inclusion of the new Heber service, share of cost of dispatching software, related insurances and to meet the new California minimum wage requirements. In addition, fixed costs associated with the consolidation of contracts under one operator have been apportioned across all four contracts.

Therefore, ICTC staff is satisfied with regards to the bidding environment and the reasons why it only received one bid. ICTC staff has determined that while it has negotiated a single bid contract, the price is fair and resulted in a reasonably priced contract. The contract negotiations have been completed and are presented for contract award.

Funding for our transit services are derived from the State's Transportation Development ACT (TDA) Fund, the State Transit Assistance Fund (STA), as well as, grants from the Federal Transit Administration (FTA).

The performance goals for IVT RIDE are recommended to be revised and set at:

#### BRAWLEY

5 Year Performance Standards	
pass/hour	2.5
pass/day	35.9
pass/mile	.4
hours/FTE	0
Cost/Pass	\$ 26.70
Sub/Pass	\$ 24.03
Cost/Hour	\$ 66.53
Cost/Mile	\$ 10.78
Farebox	10%

## CALEXICO

<u>5 Year Performance Standards</u>		
pass/hour		1.9
pass/day		39.3
pass/mile		.3
hours/FTE		0
Cost/Pass	\$	34.39
Sub/Pass	\$	30.95
Cost/Hour	\$	66.53
Cost/Mile	\$	10.49
Farebox		10%

## El Centro – Imperial – Heber

<u>5 Year Performance Standards</u>		
pass/hour		2.1
pass/day		103
pass/mile		.3
hours/FTE		0
Cost/Pass	\$	31.70
Sub/Pass	\$	28.53
Cost/Hour	\$	66.53
Cost/Mile	\$	8.33
Farebox		10%

## West Shores

<u>5 Year Performance Standards</u>		
pass/hour		1.1
pass/day		9.2
pass/mile		.1
hours/FTE		0
Cost/Pass	\$	62.33
Sub/Pass	\$	59.21
Cost/Hour	\$	66.53
Cost/Mile	\$	4.43
Farebox		5%

ICTC has submitted the procurement and award documentation to Caltrans headquarters for review and approval of the competitive bid process and recommendation for contract award. ICTC is awaiting the response from Caltrans.

The original Request for Proposal, proposal, scope of work and exhibits referenced are available for review at the ICTC administrative offices by request.

It is requested that the Management Committee recommend that the Commission consider the following for their review and approval, after any public comment that may be received:

1. Authorize the Chairman to sign an operating agreement with FIRST TRANSIT, INC. for the continued operation of IVT RIDE with an annual not to exceed annual operating subsidy (as listed), with an annual not to exceed up to 5% marketing allowance, with an annual fuel escalator clause:

#### BRAWLEY

- A. For the period August 1, 2019 through June 30, 2020, the annual not to exceed subsidy is set at \$219,637.
- B. For the period July 1, 2020 through June 30, 2021, the annual not to exceed subsidy is set at \$252,851.
- C. For the period July 1, 2021 through June 30, 2022 the annual not to exceed subsidy is set at \$262,324.
- D. For the period July 1, 2022 through June 30, 2023, the annual not to exceed subsidy is set at \$270,493.
- E. For the period July 1, 2023 through June 30, 2024, the annual not to exceed subsidy is set at \$285,244.

#### CALEXICO

- A. For the period August 1, 2019 through June 30, 2020, the annual not to exceed subsidy is set at \$362,770.
- B. For the period July 1, 2020 through June 30, 2021, the annual not to exceed subsidy is set at \$417,628.
- C. For the period July 1, 2021 through June 30, 2022 the annual not to exceed subsidy is set at \$433,275.
- D. For the period July 1, 2022 through June 30, 2023, the annual not to exceed subsidy is set at \$446,767.
- E. For the period July 1, 2023 through June 30, 2024, the annual not to exceed subsidy is set at \$471,132.

#### EL CENTRO- IMPERIAL-HEBER

- A. For the period August 1, 2019 through June 30, 2020, the annual not to exceed subsidy is set at \$748,201.
- B. For the period July 1, 2020 through June 30, 2021, the annual not to exceed subsidy is set at \$861,344.
- C. For the period July 1, 2021 through June 30, 2022 the annual not to exceed subsidy is set at \$893,616.
- D. For the period July 1, 2022 through June 30, 2023, the annual not to exceed subsidy is set at \$921,442.
- E. For the period July 1, 2023 through June 30, 2024, the annual not to exceed subsidy is set at \$971,693.

## WEST SHORES

- A. For the period August 1, 2019 through June 30, 2020, the annual not to exceed subsidy is set at \$46,780.
  - B. For the period July 1, 2020 through June 30, 2021, the annual not to exceed subsidy is set at \$53,854.
  - C. For the period July 1, 2021 through June 30, 2022 the annual not to exceed subsidy is set at \$55,872.
  - D. For the period July 1, 2022 through June 30, 2023, the annual not to exceed subsidy is set at \$57,612.
  - E. For the period July 1, 2023 through June 30, 2024, the annual not to exceed subsidy is set at \$60,754.
2. Adopt the Performance Goals for the operation of IVT RIDE for Brawley, Calexico, El Centro-Imperial-Heber and the West Shores.
  3. Direct staff to terminate for convenience the FY 2019 IVT RIDE contract extensions approved on June 28, 2019.

Sincerely,

MARK BAZA  
Executive Director

BY:



David Aguirre  
Transit Programs Manager

Attachment

1 **AGREEMENT FOR IVT RIDE PARATRANSIT SERVICES**

2  
3 THIS AGREEMENT FOR IVT RIDE PARATRANSIT SERVICES (“this Agreement”), made and  
4 entered into effective the \_\_\_\_ day of \_\_\_\_\_, 2019, is by and between the IMPERIAL COUNTY  
5 TRANSPORTATION COMMISSION (“ICTC”), and FIRST TRANSIT, INC., a Delaware corporation  
6 authorized to conduct business in California (“PROVIDER”).

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

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

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

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

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

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

17 **1.1.** This Agreement shall commence on August 1, 2019 and shall continue until June 30,  
18 2022, and if all two (2) one (1) year extension option periods are exercised pursuant to  
19 paragraph 1.2 herein, the Agreement shall continue until June 30, 2024.

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

22 **1.2.1.** From July 1, 2022 through June 30, 2023; and

23 **1.2.2.** From July 1, 2023 through June 30, 2024; and

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



1 **2. DEFINITIONS**

2 **2.1** “Request for Proposal” shall mean “ IVT RIDE Paratransit Services Request for Proposal  
3 FY 2019” dated March 2019 and is incorporated herein by this reference.

4 **2.2** “Proposal” shall mean PROVIDER’s completed proposal entitled “IVT RIDE Paratransit  
5 Services Request for Proposal FY 2019” dated May 8, 2019, PROVIDER submitted to  
6 ICTC on the proposal due date and is incorporated herein by this reference.

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

8 **2.4** “Eligible passenger” shall include those individuals deemed eligible for the paratransit  
9 service through a determination process.

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

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

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

16 **2.8** “Senior” shall include individuals who are fifty five years of age or older.

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

19 **3. DESCRIPTION OF WORK**

20 **3.1** The services to be provided under this agreement with ICTC are those contained in the  
21 document entitled “IVT RIDE Paratransit Services Scope of Work FY 2019-2020 through  
22 FY 2023-24”, attached hereto as Exhibit “A” and incorporated by this reference.

23 **3.2** This Agreement is for specific paratransit services. There are set, designated revenue  
24 services hours within a designated operating area and with specific hours of operation.

25 **3.3** In the event of a conflict among this Agreement, the Request for Proposal and the Proposal,  
26 the Request for Proposal shall take precedence over the Proposal and this Agreement shall  
27 take precedence over both.

28 ///

1 **4. RESPONSIBILITIES OF PROVIDER**

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

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

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

17 **4.4** PROVIDER shall comply with all terms, conditions and requirements of the Request  
18 for Proposal and this Agreement.

19 **4.5** PROVIDER shall perform such other tasks as necessary and proper for the full  
20 performance of the obligations assumed by PROVIDER hereunder.

21 **5. RESPONSIBILITIES OF ICTC**

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

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

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

12          **5.4.** ICTC reserves the right to impose financial penalties for situations or items in this  
13          Agreement that are violated. (See Exhibit “A”, Appendix A-7, Scope of Work for the  
14          Table of Incentives or Penalties). Adjustments would be made at the time of monthly  
15          compensation.

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

19   **6.    SERVICE IMPLEMENTATION**

20          The service area designation, service days and hours, and service miles shall be those specified in  
21          Exhibit “A” – “IVT RIDE Paratransit Services Scope of Work FY 2019-2020 through FY 2023-  
22          24”.

23   **7.    REPRESENTATIONS BY PROVIDER.**

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

1 7.2 PROVIDER represents and warrants that it is a lawful entity possessing all required licenses  
2 and authorities to do business in the State of California and perform all aspects of this  
3 Agreement.

4 7.3 PROVIDER shall not commence any work under this Agreement or provide any other  
5 services, or materials, in connection therewith until PROVIDER has received written  
6 authorization from the ICTC Executive Director or his designee, via a Notice to Proceed,  
7 to do so.

8 7.4 PROVIDER represents and warrants that the people executing this Agreement on behalf  
9 of PROVIDER have the authority of PROVIDER to sign this Agreement and bind  
10 PROVIDER to the performance of all duties and obligations assumed by PROVIDER  
11 herein.

12 7.5 PROVIDER represents and warrants that any employee, PROVIDER, subcontractor and  
13 agent who will be performing any of the duties and obligations of PROVIDER herein  
14 possess all required licenses and authorities, as well as the experience and training, to  
15 perform such tasks.

16 7.6 PROVIDER represents and warrants that the allegations contained in its Proposal are true  
17 and correct.

18 7.7 PROVIDER understands that ICTC considers the representations made herein to be  
19 material and would not enter into this Agreement with PROVIDER if such  
20 representations were not made.

21 **8. COMPENSATION**

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

23 **8.1.** A fixed hourly rate per fiscal year shall apply for each vehicle service or revenue hour.  
24 The fixed hourly rate shall apply for the assigned fiscal year. Vehicle revenue hours will  
25 be calculated based upon the actual time that each revenue service vehicle is in service  
26 and available to passengers. Vehicle revenue hours shall specifically exclude  
27 deadhead hours, including time for travel to and from the first stop and after the last stop,  
28

1 storage facilities, fueling facilities, road tests, inspections training, personnel lunches and  
2 breaks.

3 **8.2.** The fixed hourly rate per fiscal year will be determined by the use of the combination of  
4 two other rates divided by the total annual vehicle service hours.

5 **8.2.1.** A variable monthly rate for all cost elements assigned to PROVIDER that can  
6 change.

7 **8.2.2.** A fixed monthly rate for all cost elements assigned to PROVIDER with known  
8 quantities or costs that are not included in the variable monthly rate.

9 **8.3.** Compensation for services provided for under Exhibit “A” – “IVT RIDE Paratransit  
10 Services Scope of Work FY 2019-2020 through FY 2023-24” shall be as follows:

11 **8.3.1.** BRAWLEY. Compensation for services provided for under Exhibit “1” – “Brawley  
12 – Scope of Work and Service Implementation” shall be as follows:

13 **8.3.1.1.** For the period August 1, 2019 through June 30, 2020, the cost is identified  
14 as \$244,042. The fare box is established at 10%; therefore the annual not-  
15 to-exceed subsidy will be \$219,637.

16 **8.3.1.2.** For the period July 1, 2020 through June 30, 2021, the cost is identified as  
17 \$280,946. The fare box is established at 10%; therefore the annual not-to-  
18 exceed subsidy will be \$252,851.

19 **8.3.1.3.** For the period July 1, 2021 through June 30, 2022, the cost is identified as  
20 \$291,472. The fare box is established at 10%; therefore the annual not-to-  
21 exceed subsidy will be \$262,324.

22 **8.3.1.4.** For the period July 1, 2022 through June 30, 2023, the cost is identified as  
23 \$300,548. The fare box is established at 10%; therefore the annual not-to-  
24 exceed subsidy will be \$270,493.

25 **8.3.1.5.** For the period July 1, 2023 through June 30, 2024, the cost is identified as  
26 \$316,938. The fare box is established at 10%; therefore the annual not-to-  
27 exceed subsidy will be \$285,244.



1                   **8.3.1.6.**The fare box recovery ratio of 10% (or any other fare box ratio calculated  
2   and ultimately required during the course of this Agreement) is subject to  
3   the deduction of normal Transportation Development Act operating cost  
4   exclusions.

5                   **8.3.1.7.**In the event that the required fare box revenue is not achieved on an annual  
6   basis, the PROVIDER may be allowed to request compensation from the  
7   ICTC for reimbursement up to the agreed upon annual cost. The lack of  
8   attainment for the annual fare box revenue must not be due to  
9   circumstances affecting the quality of transit service within the  
10    PROVIDER’s control, e.g. ICTC’s documentation of poor maintenance  
11    affecting the reliability of service or passenger comfort on vehicles, or  
12    inappropriate behavior by customer service staff or vehicle drivers.

13                   **8.3.2.** CALEXICO. Compensation for services provided for under Exhibit “2” – “Calexico  
14   – Scope of Work and Service Implementation” shall be as follows:

15                   **8.3.2.1.**For the period August 1, 2019 through June 30, 2020, the cost is identified  
16   as \$403,078. The fare box is established at 10%; therefore the annual not-  
17   to-exceed subsidy will be \$362,770.

18                   **8.3.2.2.**For the period August 1, 2020 through June 30, 2021, the cost is identified  
19   as \$464,032. The fare box is established at 10%; therefore the annual not-  
20   to-exceed subsidy will be \$417,628.

21                   **8.3.2.3.**For the period July 1, 2021 through June 30, 2022, the cost is identified as  
22   \$481,417. The fare box is established at 10%; therefore the annual not-to-  
23   exceed subsidy will be \$433,275.

24                   **8.3.2.4.**For the period July 1, 2022 through June 30, 2023, the cost is identified as  
25   \$496,408. The fare box is established at 10%; therefore the annual not-to-  
26   exceed subsidy will be \$446,767.

1 **8.3.2.5.**For the period July 1, 2023 through June 30, 2024, the cost is identified as  
2 \$523,480. The fare box is established at 10%; therefore the annual not-to-  
3 exceed subsidy will be \$471,132.

4 **8.3.2.6.**The fare box recovery ratio of 10% (or any other fare box ratio calculated  
5 and ultimately required during the course of this Agreement) is subject to  
6 the deduction of normal Transportation Development Act operating cost  
7 exclusions.

8 **8.3.2.7.**In the event that the required fare box revenue is not achieved on an annual  
9 basis, the PROVIDER may be allowed to request compensation from the  
10 ICTC for reimbursement up to the agreed upon annual cost. The lack of  
11 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 vehicle drivers.

16 **8.3.3. EL CENTRO – IMPERIAL – HEBER.** Compensation for services provided for  
17 under Exhibit “3” – “El Centro – Imperial – Heber – Scope of Work and Service  
18 Implementation” shall be as follows:

19 **8.3.3.1.**For the period August 1, 2019 through June 30, 2020, the cost is identified  
20 as \$831,334. The fare box is established at 10%; therefore the annual not-  
21 to-exceed subsidy will be \$748,201.

22 **8.3.3.2.**For the period July 1, 2020 through June 30, 2021, the cost is identified as  
23 \$957,049. The fare box is established at 10%; therefore the annual not-to-  
24 exceed subsidy will be \$861,344.

25 **8.3.3.3.**For the period July 1, 2021 through June 30, 2022, the cost is identified as  
26 \$992,907. The fare box is established at 10%; therefore the annual not-to-  
27 exceed subsidy will be \$893,616.

1 **8.3.3.4.**For the period July 1, 2022 through June 30, 2023, the cost is identified as  
2 \$1,023,825. The fare box is established at 10%; therefore the annual not-  
3 to-exceed subsidy will be \$921,442.

4 **8.3.3.5.**For the period July 1, 2023 through June 30, 2024, the cost is identified as  
5 \$1,079,659. The fare box is established at 10%; therefore the annual not-  
6 to-exceed subsidy will be \$971,693.

7 **8.3.3.6.**The fare box recovery ratio of 10% (or any other fare box ratio calculated  
8 and ultimately required during the course of this Agreement) is subject to  
9 the deduction of normal Transportation Development Act operating cost  
10 exclusions.

11 **8.3.3.7.**In the event that the required fare box revenue is not achieved on an annual  
12 basis, the PROVIDER may be allowed to request compensation from the  
13 ICTC for reimbursement up to the agreed upon annual cost. The lack of  
14 attainment for the annual fare box revenue must not be due to  
15 circumstances affecting the quality of transit service within the  
16 PROVIDER's control, e.g. ICTC's documentation of poor maintenance  
17 affecting the reliability of service or passenger comfort on vehicles, or  
18 inappropriate behavior by customer service staff or vehicle drivers.

19 **8.3.4. WEST SHORES COMMUNITY.** Compensation for services provided for under  
20 Exhibit "4" – "West Shores Community – Scope of Work and Service  
21 Implementation" shall be as follows:

22 **8.3.4.1.**For the period August 1, 2019 through June 30, 2020, the cost is identified  
23 as \$49,243. The fare box is established at 5%; therefore the annual not-  
24 to-exceed subsidy will be \$46,780.

25 **8.3.4.2.**For the period July 1, 2020 through June 30, 2021, the cost is identified as  
26 \$56,689. The fare box is established at 5%; therefore the annual not-to-  
27 exceed subsidy will be \$53,854.

1 **8.3.4.3.**For the period July 1, 2021 through June 30, 2022, the cost is identified as  
2 \$58,813. The fare box is established at 5%; therefore the annual not-to-  
3 exceed subsidy will be \$55,872.

4 **8.3.4.4.**For the period July 1, 2022 through June 30, 2023, the cost is identified as  
5 \$60,645. The fare box is established at 5%; therefore the annual not-to-  
6 exceed subsidy will be \$57,612.

7 **8.3.4.5.**For the period July 1, 2023 through June 30, 2024, the cost is identified as  
8 \$63,952. The fare box is established at 5%; therefore the annual not-to-  
9 exceed subsidy will be \$60,754.

10 **8.3.4.6.**The fare box recovery ratio of 10% (or any other fare box ratio calculated  
11 and ultimately required during the course of this Agreement) is subject to  
12 the deduction of normal Transportation Development Act operating cost  
13 exclusions.

14 **8.3.4.7.**In the event that the required fare box revenue is not achieved on an annual  
15 basis, the PROVIDER may be allowed to request compensation from the  
16 ICTC for reimbursement up to the agreed upon annual cost. The lack of  
17 attainment for the annual fare box revenue must not be due to  
18 circumstances affecting the quality of transit service within the  
19 PROVIDER's control, e.g. ICTC's documentation of poor maintenance  
20 affecting the reliability of service or passenger comfort on vehicles, or  
21 inappropriate behavior by customer service staff or vehicle drivers.

22 **8.4.** In the event that fuel costs are increased beyond PROVIDER's control and the negotiated  
23 rate, ICTC will offer PROVIDER an additional amount to offset the increase in costs. A  
24 fuel escalator clause shall contain the following provisions:

25 **8.4.1.** The fuel escalator shall be calculated as follows: the full amount that fuel costs  
26 exceed the vehicle fuel budget line item shall be adjusted downward by any  
27 savings in any other line item category that has not been fully utilized.

1           **8.4.2.** The request for additional subsidy shall be submitted to ICTC at the conclusion  
2                           of the fiscal year in which the costs are incurred. The request shall be  
3                           accompanied by an accounting developed by PROVIDER, and invoices  
4                           substantiating said increase.

5           **8.4.3.** The cost of fuel is negotiated at a rate set at \$3.80 per gallon for the term of this  
6                           Agreement.

7   **9.    FARE BOX**

8           **9.1.** Fare Box Revenue. Fare boxes are required. Vehicle operators will not make change for  
9                           passengers.

10          **9.2.** Fare Collection. PROVIDER’s staff will collect fares in advance where feasible. Vehicle  
11                           operators shall also collect fares as established by ICTC and maintain an accurate count  
12                           of all boarding passengers by fare category. Vehicle operators shall not make change for  
13                           passengers.

14          **9.3.** Fare box revenue shall be counted by PROVIDER’s office employees daily and  
15                           reconciled against the stated number of passenger trips. Any shortages must be  
16                           investigated and corrected by PROVIDER. PROVIDER will deposit farebox revenue  
17                           daily. Fare box revenue is the property of ICTC, and PROVIDER will submit written  
18                           reports to ICTC of revenue collection.

19          **9.4.** Transfers. PROVIDER shall also develop a transfer procedure and collect transfers to  
20                           and from IVT branded or other public agency transit services. PROVIDER shall account  
21                           for it in its report of revenue collected.

22          **9.5.** Prepaid Fare Revenue. PROVIDER shall develop and collect prepaid fare revenue from  
23                           individuals, educational facilities and social service agencies. Revenue shall be collected  
24                           by PROVIDER personnel as needed but at a minimum on a monthly basis.

25   **10.   PERFORMANCE STANDARDS**

26           Standards and evaluation criteria will be utilized to annually measure performance and efficiency  
27                           of routes, and PROVIDER performance. This criterion is reported to State and Federal agencies  
28                           annually. For the purposes of this Agreement, criteria will be negotiated and



1 established: Performance standards for service implementation shall be those specified in  
2 Exhibit “A”, Appendix A-5, – “IVT RIDE Paratransit Services Scope of Work FY 2019-2020  
3 through FY 2023-24”.

4 **11. MARKETING**

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

15 **11.2** Preparation. PROVIDER shall be responsible for the preparation and printing of all  
16 necessary passes, tickets and transfers to be used in the paratransit service.

17 **11.3** Distribution. PROVIDER shall distribute and disseminate such materials in accordance  
18 with the provisions of this Agreement and any directions supplemental thereto provided  
19 by ICTC.

20 **11.4** Promotion. PROVIDER shall promote the service for ICTC, and distribute brochures  
21 and other materials.

22 **11.5** Presentation. PROVIDER shall, under the direction of ICTC, provide contact on an as-  
23 needed basis with private and non-profit community agencies, job resource centers and  
24 local governing bodies to promote interest and use in the transit services of ICTC. These  
25 contacts shall include, but not be limited to speaking engagements and displays.  
26 PROVIDER will participate as a technical resource contact with user groups or agencies  
27 as required, including meetings of ICTC committees or commission meetings upon  
28 request.

1           **11.6** Comment Cards. PROVIDER shall develop and distribute passenger comment cards.  
2           PROVIDER will respond to all comments with copies of response provided to ICTC.  
3           PROVIDER will provide statistical summaries of frequency and patterns of comments to  
4           ICTC on a monthly basis.

5 **12. CUSTOMER SERVICE**

6           **12.1** Phone. PROVIDER shall establish at least two (2) customer service telephone numbers,  
7           at least one (1) of which shall be toll-free. PROVIDER shall provide telephone  
8           information service during all hours of system operation, up to one (1) hour before and  
9           one (1) hour after services have started and returned from daily operations. PROVIDER  
10          shall provide statistical summaries of frequency and patterns of telephone comments to  
11          ICTC on a monthly basis.

12          **12.2** TDD/FAX. PROVIDER's telephone system shall have TDD or equivalent, and FAX  
13          capabilities. PROVIDER shall publish these phone numbers in local telephone  
14          directory(ies).

15          **12.3** Exclusivity of Phone Services. PROVIDER's customer service telephone numbers shall  
16          be used solely for the purpose of providing customer information, serving trip requests  
17          and those activities required under the Scope of Work, and shall not be used by  
18          PROVIDER for any other purpose or business. These telephones shall be answered as  
19          specified by ICTC.

20          **12.4** Rollover of Phone. Upon termination of this Agreement, PROVIDER's customer service  
21          telephone numbers shall remain within the jurisdiction of ICTC. Any new PROVIDER  
22          would be responsible for transferring PROVIDER's customer service telephone numbers  
23          to their service.

24          **12.5** Bilingual Capability. PROVIDER shall provide bilingual dispatchers or information  
25          operators, and drivers who can fluently speak both the English and Spanish languages  
26          and are knowledgeable of time schedules, routes, window corridors and transit services  
27          of ICTC as is necessary to answer customer information requests, refer passengers to  
28

1 other public transit service PROVIDERs and/or questions in a courteous, timely and  
2 professional fashion.

3 **13. COORDINATION**

4 **13.1 Consultation.** PROVIDER represents itself as an expert in the field of public paratransit.  
5 As such, PROVIDER shall provide ICTC with minor technical assistance and  
6 consultation in such matters as operating policies, funding and coordination with other  
7 transit PROVIDERs at no additional charge to ICTC. At no time will PROVIDER be  
8 required to prepare intensive or in-depth studies without mutually agreed-upon  
9 compensation. Periodically, consultants will request information or interviews with  
10 PROVIDER staff. PROVIDER is required to cooperate with all ICTC-administered  
11 consultant projects.

12 **13.2 Service Recommendations.** PROVIDER shall report to ICTC and shall make  
13 recommendations as to changes to improve ICTC’s paratransit service on a case-by-case  
14 basis. PROVIDER may not make any permanent changes that affect the quantity, quality  
15 or nature of the paratransit service without obtaining ICTC’s written permission.

16 **14. MANAGEMENT**

17 **14.1 General Manager/Operations Manager.** ICTC shall participate in the selection and  
18 approval of the person serving as General Manager/Operations Manager. In the event  
19 that the General Manager must be replaced, ICTC will participate in the selection and  
20 approval of the replacement.

21 **14.2 Day-to-Day Operations.** PROVIDER will manage the day-to-day operation in  
22 accordance with the adopted operations plan and good management practices.  
23 Management of day-to-day operations of the system will be vested in at least one (1) local  
24 management individual who shall be experienced in all aspects of public paratransit  
25 operations. The individual shall be responsible for managing and monitoring all aspects  
26 of the system operation including but not limited to maintenance, repair, fueling, security,  
27 supply of on-line and spare vehicles, warranty work, quality of service, accounting, fare  
28 collection, personnel and contract administration. PROVIDER shall supply ICTC with a

1 twenty-four (24) hour emergency telephone number at which PROVIDER can be  
2 reached.

3 **14.3 Priority of Service.** The General Manager/Operations Manager shall be employed and  
4 available on a full-time basis.

5 **14.4 Executive Level Availability.** PROVIDER shall also designate a responsible executive  
6 level employee of PROVIDER to be available at all times, either by phone or in person,  
7 to make decisions or provide coordination as necessary. This executive must be  
8 authorized to act throughout the service area on behalf of PROVIDER. This individual  
9 may not be the same individual as the General Manager/Operations Manager.

10 **14.5 Operational Efficiency.** PROVIDER shall seek out and implement methods of improving  
11 system operations, service and cost-effectiveness along with improvements to correct  
12 deficiencies and substandard performance. After approval by ICTC, results will be  
13 reported to ICTC via the monthly management summary (“MSS”) report, activity report  
14 or direct memorandum, along with a summary of any corrective actions that have been  
15 taken. PROVIDER shall review and comment on plans, equipment purchases, operative  
16 changes and related proposals of ICTC.

17 **15. GENERAL REPORTS AND RECORDKEEPING**

18 **15.1** PROVIDER shall collect data on the operation of the paratransit service system and  
19 supply the data to ICTC on a monthly basis, or as may otherwise be directed below. All  
20 such information supplied by PROVIDER shall be certified as accurate.

21 **15.2 Management Information System.** PROVIDER's Management Information System shall  
22 utilize Word, Excel, Power Point, Access, Adobe Acrobat and Outlook and provide an  
23 adequate methodology to gather, store, retain, calculate, compute, cross-reference and  
24 display in textural, tabular and graphic form all operating, performance and financial data  
25 associated with this Agreement. In addition, e-mail capability is required to communicate  
26 with ICTC. ICTC uses Windows and Microsoft products.

- 1           **15.3** Monthly Reports. PROVIDER will report the information on a monthly basis in the  
2           format as described in Exhibit A, Appendix E to “IVT RIDE 2019” Request for Proposal  
3           dated March 2019 - Reporting.
- 4           **15.4** Annual Reports. PROVIDER will report the information on an annual basis in the format  
5           as described in Exhibit A, Appendix E to “IVT RIDE 2019” Request for Proposal dated  
6           March 2019 - Reporting.
- 7           **15.5** Miscellaneous Reports. In addition to the monthly and annual reporting, PROVIDER  
8           shall supply any and all reports necessary to comply with requirements of ICTC and other  
9           local, State or Federal authorities. These reports shall include but not be limited to all  
10          required California Air Resource Board Urban or Medium Bus Operators Emission  
11          Requirements, California Transportation Development Act and FTA and National Transit  
12          Database reporting requirements.
- 13          **15.6** Accident Reporting. PROVIDER shall provide ICTC with immediate telephone  
14          notification of accidents. PROVIDER shall forward written copies of accident reports  
15          within one (1) business day for injury accidents and three (3) business days for non-injury  
16          accidents. PROVIDER shall also forward all California Highway Patrol (“CHP”) Safety  
17          Compliance Reports within two (2) business days after CHP submission to PROVIDER.
- 18          **15.7** Survey/Study/Analysis Data. ICTC may periodically conduct surveys of ridership during  
19          the term and, if applicable, the extension term of this Agreement. These surveys may  
20          determine matters including socioeconomic, origination and destination and fare-type  
21          characteristics of paratransit service system users. PROVIDER shall cooperate in the  
22          conduct of all surveys, including having its in-service drivers participate where  
23          operationally possible, at no additional charge to ICTC.
- 24          **15.8** Proprietary Restriction. PROVIDER agrees that all information it must furnish pursuant  
25          to this Agreement shall be free from proprietary restrictions unless identified during  
26          negotiation and mutually agreed-upon. PROVIDER further agrees that other such data  
27          is public and in the public domain.
- 28



1           **15.9** Maintenance of Data. PROVIDER shall maintain accurate and complete books, records,  
2           data and documents on generally-accepted accounting principles in accordance with  
3           Uniform System of Accounts and Records adopted by the State Controller pursuant to  
4           Section 99243 of the Public Utilities Code, and as required by ICTC or the California  
5           Department of Transportation (“Cal Trans”). Such records shall be kept in such detail  
6           and form so as to meet applicable local, State and Federal requirements.

7           **15.10** Accountability. A complete and separate set of books, accounts and/or records shall be  
8           maintained by PROVIDER, which records shall show details of transactions pertaining  
9           to the management, maintenance and operation of only this system under the terms of this  
10          Agreement. System transactions shall not be co-mingled with PROVIDER's other  
11          operations. PROVIDER's records shall be kept with sufficient detail to constitute an audit  
12          trail to verify that any and all costs charged to the system created by this Agreement are  
13          in fact due to operations pursuant to this Agreement, and not due to separate or charter  
14          operations by PROVIDER. ICTC auditors shall perform a random audit of the financial  
15          records of the service on an annual basis.

16          **15.11** Maintenance Records. PROVIDER shall keep and maintain all work orders, warranty  
17          dockets and maintenance records on vehicles and equipment, separated by vehicle, until  
18          this Agreement is terminated. PROVIDER shall release all such documents to ICTC  
19          upon request or upon termination of this Agreement.

20          **15.12** Access. ICTC, Caltrans, FTA and the Comptroller General of the United States, or any  
21          of their duly authorized representatives, shall have access to any books, documents,  
22          papers, and records of PROVIDER which are directly pertinent to this Agreement for the  
23          purpose of making audit, examination, excerpts, and transcription of PROVIDER’s files.  
24          PROVIDER shall maintain all these records for a period of at least five (5) years  
25          following the close-out of this Agreement to allow for audits, examinations, excerpts and  
26          transcriptions of PROVIDER’s files.

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

28

1           **16.1** PROVIDER shall provide all facilities, tools, equipment, tires, fuel, oil, batteries, parts,  
2           cleaning supplies, office supplies, office equipment and such other items or materials  
3           required to professionally operate ICTC’s paratransit services, including phone system  
4           and service.

5           **16.2** PROVIDER shall provide, operate and maintain the radio communications system for the  
6           paratransit service, including but not limited to, securing of Federal Communications  
7           Commission (“FCC”) frequency, base station, transmitter, repeater if needed, and a  
8           mobile unit for each vehicle and a spare. PROVIDER must comply with ICTC policies  
9           and FCC procedures for radio use.

10           **16.3 VEHICLE MAINTENANCE**

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

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

            All preventative maintenance inspections and mechanical maintenance shall be  
performed by qualified employees of the PROVIDER unless otherwise noted.  
PROVIDER is responsible for providing the necessary trained and qualified staff to  
perform all elements required as part of the maintenance program included within this

1 Agreement. PROVIDER shall increase staffing as a function of need to perform all tasks  
2 required of the maintenance program over the course of the project.

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

### 17 **16.3.1 MAINTENANCE PERSONNEL**

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

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

- Specialized areas such as upholstering, brake relining, air conditioning, wheelchair lift or device, fareboxes, electronic destination signs, and laptop computer diagnostic programming.

### **16.3.2 MAINTENANCE PERSONNEL SKILLS**

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

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

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

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

### **16.3.3 PREVENTIVE MAINTENANCE**

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

PMI intervals shall be at the following inspection mileages:

- **A 3,000 miles or 45 days**
- **B 6,000 miles**
- **C 24,000 miles**
- **D 48,000 miles**

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

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

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

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

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

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

27  
28 **16.3.4 MECHANICAL MAINTENANCE PROGRAM**



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7 **16.16** MAINTENANCE SHOP PRACTICES

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

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

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

19 **16.16.3**Bus Brake Replacement

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

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

23 **16.16.4**Other

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

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

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

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

3 **16.17 BUS MAINTENANCE RECORD KEEPING**

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

6 Year and Make

7 Model

8 Serial number/ICTC fleet number

9 License number

10 Vehicle Identification Number (VIN)

11 Date received

12 Date placed in service

13 Annual miles

14 Contract miles

15 Life miles

16 Major Component Rebuild and Replacement including date and lifemiles

17 Vehicle repairs

18 Preventive Maintenance Inspection Reports

19 Daily "Bus Condition" reports

20 Work Orders

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

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

27 Any Daily Bus Report shall be submitted to ICTC upon request. PROVIDER shall  
28 submit the entire vehicle file, or selected reports, from the maintenance software system



1 to ICTC upon request. The computerized maintenance software system must be backed  
2 up regularly.

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

6 **16.18 SAFETY**

7 **16.18.1**ICTC will require that the Motor Carrier Unit of the CHP annually prepare and  
8 submit to ICTC a Safety Compliance Report (CHP 343) and Vehicle Inspection  
9 Reports (CHP 343A). PROVIDER shall fully cooperate with, and allow access  
10 as requested to, any CHP officer, or agent, for the purposes of preparing the CHP  
11 343. PROVIDER must attain satisfactory ratings in each category of the Safety  
12 Compliance Report. PROVIDER must expeditiously correct any deficiencies  
13 noted on any CHP vehicle or terminal inspection report.

14 **16.18.2**ICTC requires that PROVIDER regularly inspect and maintain all safety  
15 equipment used or required in the fulfillment of this Agreement. PROVIDER is  
16 responsible for purchasing, at its own cost, replacement fire extinguishers, first  
17 aid kits, first aid kit refill supplies, and triangle reflector kits sufficient to ensure  
18 that spares are always available and that the operation maintains compliance with  
19 local, state, and federal safety regulations. Drivers' daily vehicle inspection shall  
20 include a check of the fire extinguisher and triangle reflector kit. Used, missing,  
21 or broken items must be replaced as soon as practicable. All vehicle and facility  
22 fire extinguishers shall be inspected and tagged no less frequently than annually.  
23 First aid kits shall be inspected and professionally serviced at least once per  
24 year.

25 **16.19 ICTC REIMBURSEMENT OF ENGINE AND TRANSMISSION REBUILD COSTS**

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

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

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

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

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

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

24 **17. FACILITIES**

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

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

4           **17.3** Services shall be operated on an inter-city and inter-county basis. Vehicles dispatched out  
5           of the facilities shall travel to various destinations. ICTC does not specify preference for  
6           location; however, the location shall be evaluated for practicality and functionality for the  
7           administration, operations and maintenance of the system.

8           **17.4** PROVIDER shall locate facilities so as to be able to bring a back-up vehicle into service  
9           within sixty (60) minutes from the location.

10          **17.5** The facilities are expected to serve the walk-in passenger, including passengers with  
11          disabilities and / or mobility impairments, collect fare payment, and provide a centralized  
12          site for operations and a distribution point for the sale of passes and brochures.

13 **18. VEHICLES**

14          **18.1** ICTC shall supply all revenue vehicles for the services. PROVIDER shall supply all non-  
15          revenue service hour vehicles. See Vehicles for Exhibit “A” – “IVT RIDE Paratransit  
16          Services Scope of Work FY 2019-2020 through FY 2023-24”. PROVIDER must examine  
17          the service history and schedule to determine minimum size of vehicles and spares  
18          required for efficient service operation.

19          **18.2** PROVIDER shall maintain adequate air-conditioning and passenger comfort on-board at  
20          all times.

21          **18.3** ICTC may inspect vehicles on- or off-route and pull a vehicle out of service at any time  
22          due to perceived or reported safety violations, lack of air conditioning, lack of functional  
23          wheel chair lift or other condition that impacts the health and welfare of  
24          passengers.

25 **19. PERSONNEL**

26          **19.1** PROVIDER shall provide all management, office staff, drivers, dispatchers, mechanics,  
27          maintenance clerks, cleaners, service workers, telephone information operators, road  
28          supervisors and such other personnel necessary to responsibly operate ICTC’s

1           paratransit services system, including any onboard security or supervision. It is  
2           understood that PROVIDER may subcontract components of its operations; however, no  
3           such subcontract shall relieve PROVIDER from responsibility to ensure compliance with  
4           the terms of this Agreement.

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

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

13          **19.4** PROVIDER shall provide ICTC with an organizational chart prior to start-up. After  
14          startup, PROVIDER shall provide a list of drivers' names and update said list monthly.  
15          PROVIDER shall not place a driver into service without the driver first completing  
16          PROVIDER's training program as outlined in Paragraph 20. Failure to comply with this  
17          section may result in termination of this Agreement.

18          **19.5** PROVIDER's staffing is considered to be essential to the work being performed under  
19          this Agreement.

20          **19.5.1** PROVIDER shall ensure that all employees receive a livable wage that complies  
21                               with applicable minimum wage levels in the State of California, with medical  
22                               benefits available via choice in the United States and Mexico.

23          **19.5.2** PROVIDER shall ensure that a majority of the employees are considered full time  
24                               with benefits, and the use of part time employees while allowable will be  
25                               minimized.

26   **20.    TRAINING**

27          **20.1.** PROVIDER shall provide full training for PROVIDER's drivers. This training shall be  
28          a minimum of eighty (80) hours per employee, of which at least thirty (30) hours shall be

1 behind the wheel. This training must be completed before a driver can enter unsupervised  
2 passenger service. PROVIDER shall maintain and certify driver records, subject to  
3 review by ICTC and CHP.

4 **20.2** All PROVIDER employees, including dispatchers and supervisor(s), shall be trained and  
5 certified as drivers. Such training shall meet all requirements of the State of California.  
6 A detailed description of PROVIDER's proposed training program shall be submitted to  
7 ICTC within thirty (30) days of the execution of this Agreement. PROVIDER's training  
8 plan shall provide a minimum of eight (8) hours of annual refresher training per driver.

9 **20.3** PROVIDER shall conduct classroom training in at least the following areas: multi-media  
10 first aid training, cardiopulmonary resuscitation ("CPR"), National Safety Council (or  
11 approved equivalent) defensive driving course, customer service, sensitivity/empathy  
12 training, emergency and accident procedures and wheelchair loading and securement  
13 procedures.

14 **20.4** PROVIDER will have all drivers obtain a class of drivers license as required by law, and  
15 certification in CPR and first aid. All PROVIDER employees must pass a pre-  
16 employment physical examination, paid for by PROVIDER, prior to start of training. All  
17 of PROVIDER's drivers shall be subject to a pre-employment background check, a  
18 review of their California Department of Motor Vehicle records.

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

26 **20.6** PROVIDER shall require all drivers to attend a monthly safety meeting that shall be a  
27 minimum of one (1) hour in duration. PROVIDER shall implement a planned program  
28



1 of safety retraining to be conducted at the safety meetings. ICTC and its representatives  
2 shall be allowed to attend said safety meetings.

3 **21. LICENSES**

4 **21.1** PROVIDER shall provide and maintain licenses for its radio system.

5 **21.2** PROVIDER shall be responsible for any locally required business or other licenses,  
6 including FCC and Public Utilities Commission certificates as required and necessary.

7 PROVIDER shall also be solely responsible for any parking and traffic violations of  
8 vehicles operated in connection with ICTC's paratransit program.

9 **22. UNIFORMS**

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

17 **23. SAFETY AND SECURITY**

18 **23.1** PROVIDER shall be responsible for the safety and security of passengers during  
19 operations and for all related equipment and facilities. PROVIDER shall develop specific  
20 procedures that define the safety and security program for ICTC's paratransit services.  
21 Safety and organizational meetings shall be held with all PROVIDER employees at least  
22 once per month.

23 **23.2** PROVIDER shall report all hazardous conditions (e.g., trees, signs, slides, etc.) in the  
24 service area to ICTC and any other appropriate authority and take necessary precautions  
25 to safeguard passengers and personnel.

26 **23.3** PROVIDER shall comply with all CHP and State and Federal Occupational Health and  
27 Safety Administration requirements. PROVIDER shall not permit drivers to bear  
28 weapons of any type while operating a vehicle under this Agreement.

1 **24. INSURANCE REQUIREMENTS:**

2 **24.1** Throughout the life of this Agreement, PROVIDER shall pay for and maintain in full  
3 force and effect all policies of insurance required hereunder with an insurance  
4 company(ies) either (i) admitted by the California Insurance Commissioner to do business  
5 in the State of California and rated not less than "A- VII" in Best's Insurance Rating  
6 Guide, or (ii) authorized by ICTC's Executive Director or his/her designee at any time  
7 and in his/her sole discretion. The following policies of insurance are required:

8 (i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as  
9 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  
11 damage" and "personal and advertising injury" with coverage for premises and operations  
12 (including the use of owned and non-owned equipment), products and completed  
13 operations, and contractual liability (including, without limitation, indemnity obligations  
14 under the Contract) with limits of liability of not less than the following:

15 \$20,000,000 per occurrence for bodily injury and property damage

16 \$20,000,000 per occurrence for personal and advertising injury

17 \$20,000,000 aggregate for products and completed operations

18 \$20,000,000 general aggregate

19 (ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad  
20 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  
22 or other licensed vehicles (Code 1 - Any Auto) with limits of liability of not less than  
23 \$20,000,000 per accident for bodily injury and property damage.

24 (iii) AUTOMOBILE PHYSICAL DAMAGE insurance to include collision, comprehensive  
25 and theft coverage for all ICTC vehicles operated, maintained, used and/or stored by  
26 Provider under this Agreement. This insurance shall include replacement cost coverage  
27 for all ICTC vehicles operated, maintained, used and/or stored by Provider under this  
28 Agreement.

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

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

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

10 **24.2** In the event PROVIDER purchases an Umbrella or Excess insurance policy(ies) to meet  
11 the minimum limits of insurance set forth above, this insurance policy(ies) shall “follow  
12 form” and afford no less coverage than the primary insurance policy(ies).

13 **24.3** PROVIDER shall be responsible for payment of any deductibles contained in any  
14 insurance policies required hereunder and PROVIDER shall also be responsible for  
15 payment of any self-insured retentions. Any deductibles or self-insured retentions must  
16 be declared to, and approved by, the ICTC's Executive Director or his/her designee. At  
17 the option of the ICTC's Executive Director or his/her designee, either: (i) the insurer  
18 shall reduce or eliminate such deductibles or self-insured retentions as respects to ICTC,  
19 its board members, officers, employees, agents and volunteers, or (ii) PROVIDER shall  
20 provide a financial guarantee, satisfactory to ICTC's Executive Director or his/her  
21 designee, guaranteeing payment of losses and related investigations, claim administration  
22 and defense expenses. At no time shall ICTC be responsible for the payment of any  
23 deductibles or self-insured retentions.

24 **24.4** All policies of insurance required hereunder shall be endorsed to provide that the  
25 coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except  
26 after 30 calendar day written notice has been given to ICTC. Upon issuance by the  
27 insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage  
28 or in limits, PROVIDER shall furnish ICTC with a new certificate and applicable

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

5           **24.5**The General Liability (ongoing operations and completed operations) and Automobile  
6           Liability insurance policies shall be written on an occurrence form and shall name ICTC, its  
7           members, board members, officers, officials, employees, agents and volunteers as an  
8           additional insured. Such policy(ies) of insurance shall be endorsed so PROVIDER's  
9           insurance shall be primary and no contribution shall be required of ICTC. The coverage  
10          shall contain no special limitations on the scope of protection afforded to ICTC, its board  
11          members, officers, employees, agents and volunteers. The Automobile Physical Damage  
12          and Fidelity Bond/Crime insurance policies shall name ICTC as a loss payee. The Workers'  
13          Compensation insurance policy shall contain a waiver of subrogation as to ICTC, its  
14          members, board members, officers, officials, employees, agents and volunteers. Should  
15          Provider maintain insurance with broader coverage and/or limits of liability greater than  
16          those shown above, ICTC requires and shall be entitled to the broader coverage and/or the  
17          higher limits of liability maintained by Provider. Any available insurance proceeds in excess  
18          of the specified coverage and minimum limits of insurance coverage shall be available to  
19          ICTC.

20  
21           **24.6** PROVIDER shall furnish ICTC all certificate(s) and applicable endorsements effecting  
22          coverage required hereunder. Upon request of ICTC and before work commences,  
23          PROVIDER shall immediately furnish ICTC with a complete copy of any insurance  
24          policy and all certificates and applicable endorsements required under this Agreement,  
25          with said copy certified by the underwriter to be a true and correct copy of the original  
26          policy. This requirement shall survive expiration or termination of this Agreement.

27           **24.7** If at any time during the life of this Agreement or any extension, PROVIDER or any of  
28          its subcontractors fail to maintain any required insurance in full force and effect, all work

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

8 **24.8** The fact that insurance is obtained by PROVIDER shall not be deemed to release or  
9 diminish the liability of PROVIDER, including, without limitation, liability under the  
10 indemnity provisions of this Agreement. The duty to indemnify ICTC shall apply to all  
11 claims and liability regardless of whether any insurance policies are applicable. The  
12 policy limits do not act as a limitation upon the amount of indemnification to be provided  
13 by PROVIDER. Approval or purchase of any insurance contracts or policies shall in no  
14 way relieve from liability nor limit the liability of PROVIDER, its principals, officers,  
15 employees, agents, persons under the supervision of PROVIDER, vendors, suppliers,  
16 invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or  
17 indirectly by any of them.

18 **24.9** If PROVIDER should subcontract all or any portion of the services to be performed under  
19 this Agreement, PROVIDER shall require each subcontractor to provide insurance  
20 protection in favor of ICTC, its board members, officers, employees, agents and  
21 volunteers, in accordance with the terms of each of the preceding paragraphs, except that  
22 the subcontractors' certificates and endorsements shall be on file with PROVIDER, ICTC  
23 prior to the commencement of any work by the subcontractor.

24 **25. TERMINATION**

25 PROVIDER agrees to comply with all Federal Transit Administration and California Department  
26 of Transportation Required Provisions and Third Party Contract Clauses as set forth in the  
27 document attached hereto as **Attachment A** (REV01-2019 and thereafter most currently  
28 revised), the terms of which are incorporated herein by this reference as if fully set forth.



1 **26. FUTURE CONTRACTUAL SERVICE ADJUSTMENTS.**

2 The service provided is dictated by the ridership demand and economics of the annual budget  
3 process. After a contract has been executed, service demand may increase or decrease. Adjustments  
4 within the original scope of work may take place to the contracted revenue service days or hours  
5 that will affect the service pricing. The ICTC or the PROVIDER may initiate a discussion to adjust  
6 the level(s) of service. Adjustments to pricing for a service hour increase or decrease modification  
7 will be based on the variable cost per hour in effect for that fiscal year, as agreed and submitted  
8 in the proposal submitted entitled “IVT RIDE Paratransit Services Proposal 2019” dated May 8,  
9 2019. Contact service modifications, subsequent extensions, agreement terms and subsidy are  
10 subject to criteria. Criteria for determining and evaluating the appropriateness of the  
11 modification or extension will be reviewed and approved by the ICTC Commission and Caltrans.  
12 Changes will not be made outside of the scope of work of this project. Changes will not be made  
13 to the contract during the first thirty (30) days of operation. Changes may not be made unilaterally  
14 or solely at the request of a passenger.

15 **27. EMPLOYEE WORK RULES**

16 PROVIDER shall enforce the following employee rules:

17 **27.1** Uniforms must be worn at all times when on duty and shall be clean and presentable at  
18 all times. Uniform designs, colors and ID tags are subject to ICTC approval.

19 **27.2** Gratuities shall not be accepted.

20 **27.3** Drivers shall have a thorough knowledge of ICTC transit services and service areas.  
21 Drivers shall also have a basic knowledge of potential transfer locations for all ICTC  
22 transit services.

23 **27.4 General Rules**

24 **27.4.1** No one will be permitted to smoke, eat or drink aboard vehicles at any time. This  
25 includes passengers and staff.

26 **27.4.2** Boisterous language, profanity or incivility to anyone shall not be allowed while  
27 PROVIDER’s personnel is in uniform and representing PROVIDER and ICTC,  
28 whether on- or off-duty.

- 1           **27.4.3** While in uniform, no PROVIDER employee shall purchase, consume or be under  
2           the influence of any narcotic, intoxicant, or harmful drug.
- 3           **27.4.4** Drivers shall be responsible for keeping all vehicles clean and sanitary during  
4           their shift.
- 5           **27.4.5** All PROVIDER employees are responsible for reporting any defects noted in any  
6           vehicle to the supervisor and maintenance department immediately. Drivers shall  
7           conduct a “walk-around” and an in-vehicle inspection of their vehicle and fill out  
8           a form approved by ICTC for denoting the results of such inspection(s) daily.  
9           Drivers shall have maintenance or management personnel resolve any doubt about  
10          the safety of a vehicle prior to placing a vehicle in passenger service.
- 11          **27.4.6** Employees may use vehicles only in accordance with their assigned duties.
- 12          **27.4.7** Employees must conduct themselves and operate vehicles in a safe and courteous  
13          manner at all times.
- 14          **27.4.8** No one shall be permitted to solicit on the vehicle.
- 15          **27.4.9** No item longer than five (5) feet will be permitted on the vehicle.
- 16          **27.4.10** All information regarding accidents shall be treated as confidential. Employees  
17          shall refrain from speaking to anyone concerning any accident unless it is to  
18          police, supervisory personnel, or other person(s) involved in the accident as  
19          required by law.
- 20          **27.4.11** Persons under the influence of any intoxicant, narcotic, or harmful drug shall not  
21          be permitted on the vehicle.
- 22          **27.4.12** Drivers providing service shall be required to travel over prescribed routes. If it  
23          becomes necessary to leave the route, the dispatcher or immediate supervisor shall  
24          be notified immediately.
- 25          **27.4.13** Drivers will provide the assistance required to help elderly and disabled persons  
26          boarding and de-boarding vehicles, moving to their seat and/or maneuvering and  
27          securing wheelchairs. Under no circumstances will drivers enter a passenger’s  
28          residence or physically lift a passenger.

1           **27.4.14** No vehicle shall be operated when its condition is unsafe or uncertain.

2           **27.4.15** No driver shall operate the wheelchair lift until he/she has received the required  
3           training and if there is any doubt whosoever about the mechanical condition of  
4           the lift or safety of the passenger as a result from using the lift. Wheelchair lift  
5           operation shall be in compliance with the methodology recommended by the  
6           organizational equipment manual.

7 **28. ICTC POLICIES AND STANDARDS**

8 PROVIDER shall meet ICTC transit service policies and standards in the operation of ICTC's  
9 IVT RIDE paratransit services. Penalty payments shall be assessed in accordance with the Table  
10 of Incentives and Penalties.

11 **29. CONFLICT OF INTEREST**

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

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

16 PROVIDER, by the submission of its Proposal, certifies that it shall operate the paratransit  
17 system in compliance with ICTC operating policies, and with local, State and Federal ordinances,  
18 laws, and regulations applicable to this service. This Agreement may be financed in part with  
19 funding received under §§5307 and 5311 of the Federal Transit Act. All services performed by  
20 PROVIDER shall be performed in accordance and full compliance with all applicable federal  
21 laws and requirements. PROVIDER agrees to comply with all Federal Transit Administration  
22 and California Department of Transportation Required Provisions and Third Party Contract  
23 Clauses as set forth in the document attached hereto as **Attachment A** (REV01-2019 and  
24 thereafter most currently revised), the terms of which are incorporated herein by this reference  
25 as if fully set forth.

26 **31. INDEMNIFICATION**

27 To the furthest extent allowed by law, PROVIDER shall indemnify, hold harmless and defend  
28 ICTC and each of its members, board members, officers, officials, employees, agents and

1 volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages  
2 (whether in contract, tort or strict liability, including but not limited to personal injury, death at  
3 any time and property damage) incurred by ICTC, PROVIDER or any other person, and from  
4 any and all claims, demands and actions in law or equity (including attorney's fees and litigation  
5 expenses), arising or alleged to have arisen directly or indirectly out of performance of this  
6 Agreement. PROVIDER's obligations under the preceding sentence shall apply regardless of  
7 whether Indemnitees are negligent, but shall not apply to any loss, liability, fines, penalties,  
8 forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful  
9 misconduct, of ICTC or its board members, officers, employees, agents and volunteers.

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

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

15 **32. INDEPENDENT CONTRACTOR**

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

19 **32.1** PROVIDER is not an employee or agent of ICTC and is only responsible for the  
20 requirements and results specified by this Agreement or any other Agreement.

21 **32.2** PROVIDER shall be responsible to ICTC only for the requirements and results specified  
22 by this Agreement and except as specifically provided in this Agreement, shall not be  
23 subject to ICTC's control with respect to the physical actions or activities of PROVIDER  
24 in fulfillment of the requirements of this Agreement.

25 **32.3** PROVIDER is not, and shall not be, entitled to receive from, or through, ICTC, and ICTC  
26 shall not provide, or be obligated to provide, PROVIDER with Worker's Compensation  
27 coverage or any other type of employment or worker insurance or benefit coverage  
28

1 required or provided by any Federal, State or local law or regulation for, or normally  
2 afforded to, an employee of ICTC.

3 **32.4** PROVIDER shall not be entitled to have ICTC withhold or pay, and ICTC shall not  
4 withhold or pay, on behalf of PROVIDER, any tax or money relating to the Social  
5 Security Old Age Pension Program, Social Security Disability Program, or any other type  
6 of pension, annuity, or disability program required or provided by any Federal, State or  
7 local law or regulation.

8 **32.5** PROVIDER shall not be entitled to participate in, or receive any benefit from, or make  
9 any claim against any ICTC fringe program, including, but not limited to, ICTC's pension  
10 plan, medical and health care plan, dental plan, life insurance plan, or any other type of  
11 benefit program, plan, or coverage designated for, provided to, or offered to ICTC's  
12 employee.

13 **32.6** ICTC shall not withhold or pay, on behalf of PROVIDER, any Federal, State, or local  
14 tax, including, but not limited to, any personal income tax, owed by PROVIDER.

15 **32.7** PROVIDER is, and at all times during the term of this Agreement, shall represent and  
16 conduct itself as an independent contractor, not as an employee of ICTC.

17 **32.8** PROVIDER shall not have the authority, express or implied, to act on behalf of, bind or  
18 obligate the ICTC in any way without the written consent of ICTC.

19 **33. ASSIGNMENT**

20 Neither this Agreement nor any duties or obligations hereunder shall be assignable by  
21 PROVIDER without the prior written consent of ICTC.

22 **34. CONTRACTUAL DISPUTE RESOLUTION**

23 PROVIDER agrees to comply with all Federal Transit Administration and California Department  
24 of Transportation Required Provisions and Third Party Contract Clauses as set forth in the document  
25 attached hereto as **Attachment A** (REV01-2019 and thereafter most currently revised), the terms of  
26 which are incorporated herein by this reference as if fully set forth.

27 ///

28 ///



1 **35. NOTICES AND REPORTS**

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

4 **ICTC**

5 Imperial County  
6 Transportation Commission  
7 Attention: Mark Baza, Executive Director  
8 1503 N Imperial Ave., Suite 104  
9 El Centro, CA 92243

**PROVIDER**

First Transit, Inc.  
Jay Jeter, Regional Vice President Southwest  
13200 Crossroads Parkway North Suite 450  
City of Industry, CA 91746

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

12 **36. ENTIRE AGREEMENT**

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

16 **37. MODIFICATION**

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

20 **38. CAPTIONS**

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

23 **39. PARTIAL INVALIDITY**

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

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

28 As used in this Agreement and whenever required by the context thereof, each number, both

1 singular and plural, shall include all numbers, and each gender shall include a gender. PROVIDER as  
2 used in this Agreement or in any other document referred to in or made a part of this Agreement shall  
3 likewise include both singular and the plural, a corporation, a partnership, individual, firm or person  
4 acting in any fiduciary capacity as executor, administrator, trustee or in any other representative capacity  
5 or any other entity. All covenants herein contained on the part of PROVIDER shall be joint and several  
6 if more than one person, firm or entity executes the Agreement.

7 **41. WAIVER**

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

11 **42. CHOICE OF LAW**

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

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

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

19 **44. FORCE MAJEURE**

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

26 **45. AUTHORITY**

27 Each individual executing this Agreement on behalf of PROVIDER represents and warrants that:  
28

1       **45.1** He/She is duly authorized to execute and deliver this Agreement on behalf of  
2                   PROVIDER;

3       **45.2** Such execution and delivery is in accordance with the terms of the Articles of  
4                   Incorporation or Partnership, any by-laws or Resolutions of PROVIDER and;

5       **45.3** This Agreement is binding upon PROVIDER in accordance with its terms.

6           PROVIDER shall deliver to ICTC evidence acceptable to ICTC of the foregoing within thirty  
7 days of execution of this Agreement.

8       **46.    SUSPENSION AND DEBARMENT**

9           PROVIDER agrees to comply with all Federal Transit Administration and California Department  
10 of Transportation Required Provisions and Third Party Contract Clauses as set forth in the document  
11 attached hereto as **Attachment A** (REV01-2019 and thereafter most currently revised), the terms of  
12 which are incorporated herein by this reference as if fully set forth.

13       **47.    DISADVANTAGED BUSINESS ENTERPRISE**

14           PROVIDER agrees to comply with all Federal Transit Administration and California Department  
15 of Transportation Required Provisions and Third Party Contract Clauses as set forth in the document  
16 attached hereto as **Attachment A** (REV01-2019 and thereafter most currently revised), the terms of  
17 which are incorporated herein by this reference as if fully set forth.

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

3  
4 **IMPERIAL COUNTY**  
5 **TRANSPORTATION COMMISSION:**

**PROVIDER:**

6  
7 By: \_\_\_\_\_  
8           Chairperson

7 By: \_\_\_\_\_  
8           BRADLEY A. THOMAS  
9           President

10 **ATTEST:**

11  
12 \_\_\_\_\_  
13 CRISTI LERMA  
14 Secretary to ICTC

15 **APPROVED AS TO FORM:**

16 KATHERINE TURNER  
17 County Counsel

18  
19 By: \_\_\_\_\_  
20           Eric Havens  
21           Deputy County Counsel

# VI. ACTION CALENDAR

## VI. ACTION CALENDAR

- E. Legal Services Agreement – County of Imperial – Imperial County Transportation Commission (ICTC) FY 2019-20 to FY 2020-21





1503 N. IMPERIAL AVE., SUITE 104  
EL CENTRO, CA 92243-2875  
PHONE: (760) 592-4494  
FAX: (760) 592-4410

July 3, 2019

ICTC Management Committee  
Imperial County Transportation Commission  
1503 N. Imperial Ave. Suite 104  
El Centro, CA 92243

SUBJECT: Legal Services Agreement – County of Imperial - Imperial County Transportation Commission (ICTC) FY 2019-20 to FY 2020-21

Dear Committee Members:

On March 24<sup>th</sup>, 2010, the Commission adopted a resolution that authorized consultant legal services for the Commission through the County Counsel's office at the County of Imperial. ICTC and County Counsel staff have developed another agreement for FY 2019-20 through FY 2020-21. The requested reimbursement has increased due to additional hours performed in the last two years, from \$15,000 to \$30,000 per year.

In the last two years, ICTC staff has completed a significant number of competitive bids, consultant agreements, research of legislation, grant certifications and many other activities. Staff would not have been able to complete this volume of work without the assistance of legal staff who understand the nuances and in particular the federal transportation requirements.

Funding for this project was allocated in the ICTC adopted 2019-20 Budget and specifically in the ICTC Overall Work Program and Budget/Transit Finance Plan; through the Transportation Development ACT (TDA) Fund, approved on June 28, 2019.

The original agreement and subsequent extensions are on file at the ICTC administrative offices.

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

1. Authorize the Chairperson to sign the agreement for the continuation of legal services between the County of Imperial and the Imperial County Transportation Commission for an annual fee not to exceed \$30,000, effective July 1, 2019 through June 30, 2021.
2. Direct staff to forward the agreement to the County of Imperial.

Sincerely,

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

MARK BAZA  
Executive Director

Attachment



1 provide legal opinions or analysis on issues that arise; draft contracts or other documents; attend  
2 training sessions or conferences; provide any additional services necessary for general legal  
3 representation. Specifically excluded from the scope of services are matters pertaining to  
4 litigation. Any legal services for matters involving litigation shall be provided only after both  
5 Parties have agreed in writing to such services being provided.

6 **4. COMPENSATION FOR SERVICES.** In consideration of all services rendered  
7 by County Counsel, ICTC agrees to pay County Counsel for the performance of legal services  
8 described above. The annual cost of the services shall be thirty thousand dollars (\$30,000.00), to  
9 be paid on a quarterly basis of seven thousand five hundred dollars (\$7,500.00). ICTC shall also  
10 pay for the cost of all appropriate training for attorneys and staff as approved by ICTC and County  
11 Counsel.

12 **5. DELEGATION AND ASSIGNMENT.** County and the ICTC Executive Director  
13 may enter into such other subsidiary agreements as may be necessary to implement and effectuate  
14 the intention of this Agreement and fulfill its purposes; provided, however, no such agreement  
15 may change the total amount of obligation payable by ICTC without the prior approval of ICTC.

16 **6. INDEMNIFICATION.**

17 a. ICTC agrees to indemnify, defend, and hold County harmless from any and  
18 all claims or lawsuits that may be made against County which arise out of any action or decision  
19 made by County as part of its statutorily prescribed duties and which lawsuit may be premised  
20 upon the activities of an employee provided by County under this Agreement. If any judgment is  
21 rendered against County in any such lawsuit, ICTC shall, at its own expense, satisfy and discharge  
22 any judgment.

23 b. The foregoing duty to indemnify shall not be applicable if the action of the  
24 employee that gives rise to the claim or lawsuit is performed while the employee is acting on  
25 behalf of County and not ICTC.

26 c. Notwithstanding the limitations of any insurance, County shall indemnify,  
27 protect, and hold harmless ICTC and its authorized agents, officers, volunteers, and employees  
28 from and against any and all claims, liabilities, or actions arising from County's negligent acts or

1 omissions in the administration of this Agreement and for any costs or expenses incurred by ICTC  
2 on account of any claim thereof.

3 **7. NOTICE.** All notices to either Party shall be in writing and either sent through the  
4 United States Mail, certified, and return receipt requested; or personally delivered. The notice  
5 shall be effective upon date of personal delivery or date of mailing. Notices shall be sent or  
6 delivered to:

7 **ICTC:**

8 Imperial County Transportation Commission  
9 1503 N. Imperial Avenue, Suite 104  
10 El Centro, CA 92243

11  
12 **Imperial County:**

13 Imperial County Executive Office  
14 940 Main Street, Suite 208  
15 El Centro, CA 92243  
16 and  
17 Imperial County Office of the County Counsel  
18 940 Main Street, Suite 205  
19 El Centro, CA 92243

20  
21 **8. WAIVER.** Waiver of any default shall not be considered a waiver of any  
22 subsequent default. Waiver of any breach of any provision of the Agreement shall not be  
23 considered a waiver of any subsequent breach. Waiver of any default or breach shall not be  
24 considered a modification of the terms of this Agreement.

25 **9. SEVERABILITY.** If any provision of this Agreement is for any reason held to be  
26 invalid, it should not affect the validity of any other provision of this Agreement.

27 **10. MODIFICATION.** This Agreement may not be modified except upon the mutual  
28 written consent of the Parties.

1           **11. ENTIRE AGREEMENT.** This Agreement contains the entire and complete  
2 understanding of the Parties and supersedes any and all other agreements, oral or written, with  
3 respect to the provision of administration of services under this Agreement.

4           **IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed  
5 on behalf of the persons duly authorized by the governing boards of the Parties hereto.

6 **IMPERIAL COUNTY:**

**IMPERIAL COUNTY  
TRANSPORTATION COMMISSION:**

7  
8  
9 By: \_\_\_\_\_  
10 RYAN E. KELLEY  
Chairman of the Board of Supervisors

By: \_\_\_\_\_  
Chair of the Board

11  
12 **ATTEST:**

**ATTEST:**

13  
14 By: \_\_\_\_\_  
15 BLANCA ACOSTA  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
CRISTI LERMA  
Secretary to the Commission

16  
17 **APPROVED AS TO FORM AND CONTENT:**

18 KATHERINE TURNER  
County Counsel

GEOFFREY P. HOLBROOK  
Assistant County Counsel

19  
20 By: \_\_\_\_\_  
21 KATHERINE TURNER  
County Counsel

By: \_\_\_\_\_  
Eric Havens  
Deputy County Counsel

# VI. ACTION CALENDAR

## VI. ACTION CALENDAR

- F. Transportation Development Act (TDA) and Program Fiscal Audits for FY 2017-18





1503 N. IMPERIAL AVE., SUITE 104  
EL CENTRO, CA 92243-2875  
PHONE: (760) 592-4494  
FAX: (760) 592-4410

July 3, 2019

ICTC Management Committee  
Imperial County Transportation Commission  
1503 N. Imperial Avenue, Suite 104  
El Centro, CA 92243

**SUBJECT:** Transportation Development Act (TDA) and Program Fiscal Audits for FY 2017-18

Dear Committee Members:

As required by the State of California, the Commission must conduct independent fiscal audits of its own financial activities on an annual basis. Attached, please find the following program financial audits and reports for FY 2017-18, performed by the CPA firm, Vavrinek, Trine and Day (VTD):

- Transportation Development Act – receipt and allocation by ICTC of ¼ cent retail sales tax under Articles 8c, 8e and Article 3 under the State TDA, for transit programs and services (#7076001)
- State Transit Assistance – receipt and allocation of funding under the State Transit Assistance (STA) Program, the Public Transportation Modernization, Improvement, and Service Enhancement Account Program (PTMISEA), the California Transit Security Grant Program (CTGSP) and the Low Carbon Transit Operations Program (#7079001,7481001,7482001, 7553001)
- Regional Transit Planning and Programs – receipt and allocation of funding by ICTC for programs and services including transit service contracts, grants, project consultants and program staffing (#7416001)
- Regional Planning and Programming – receipt and allocation of funding by ICTC for planning programs and services including long and short range highway, motorized and non-motorized projects, call for projects, project consultants and program staffing (#7417001)
- Regional Collaboration – receipt and allocation of funding by ICTC for various regional projects whereby ICTC is the fiscal agent, including the Brownfield assessments and Broadband deployment grants with the Imperial Valley Economic Development Corp (IVEDC) (#7577001)
- SB325 report for the State Controller’s Office

ICTC is developing the documentation for FY 2018-19 in preparation for the first Comprehensive Annual Financial Report or CAFR, with the audit team from VTD. It is anticipated that FY 2017-18 will be the last cycle of program style audits to be completed.

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

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

1. Receive and file the Transportation Development Act and other program fiscal audits for the Imperial County Transportation Commission, for FY 2017-18.
2. Direct staff to transmit the fiscal audits to the State Controller's Office.

Sincerely,

MARK BAZA  
Executive Director

BY:



David Aguirre  
Transit Programs Manager

MB/ksw/da

Attachments

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**IMPERIAL COUNTY  
TRANSPORTATION COMMISSION**

**Financial Report of the Regional Collaboration Fund  
June 30, 2018**

Financial Report of the Regional Collaboration Fund  
June 30, 2018

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## INDEPENDENT AUDITORS' REPORT

To the Commission Board Members  
County of Imperial, California

### Report on the Financial Statements

We have audited the accompanying combined financial statements of the Regional Collaboration Fund of the Imperial County Transportation Commission as of and for the year ended June 30, 2018, and the related notes to the financial statements, which collectively comprise the basic financial statements, as listed in the table of contents.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of combined financial statements that are free from material misstatement, whether due to fraud or error.

### Auditor's Responsibility

Our responsibility is to express an opinion on these combined financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America, the Guidelines on Auditing for Conformance, published by the Imperial Valley Association of Governments and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the combined financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the combined financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the combined financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the combined financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the combined financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Regional Collaboration Fund of the Imperial County Transportation Commission as of June 30, 2018, and the changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

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## **Emphasis of Matter**

As discussed in Note 1, the financial statements present only the Regional Collaboration Fund and do not report to, and do not, present fairly the financial position of Imperial County Transportation Commission as of June 30, 2018, and the changes in its financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

## **Other Matters**

### *Other Information*

Our audit was conducted for the purpose of forming an opinion on the combined financial statements as a whole. The accompanying supplementary information is presented for purposes of additional analysis and is not a required part of the combined financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the combined financial statements. The information has been subjected to the auditing procedures applied in the audits of the combined financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the combined financial statements or to the combined financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the combined financial statements as a whole.

### **Other Reporting Required by *Government Auditing Standards***

We have also issued a report dated \_\_\_\_\_, 2019 on our consideration of the Regional Collaboration Fund's compliance over financial reporting based on an audit performed in accordance with statutes, rules and regulations of the California Development Act and the allocation instructions and resolutions of the Transportation Commission. The purpose of that report is to describe the scope of our testing of compliance and the results of that testing and not to provide an opinion on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Imperial County Transportation Commission's internal control over financial reporting and compliance as it relates to the Regional Collaboration Fund.

San Diego, California  
\_\_\_\_\_, 2019



IMPERIAL COUNTY TRANSPORTATION COMMISSION  
REGIONAL COLLABORATION FUND

GOVERNMENTAL FUND BALANCE SHEET  
JUNE 30, 2018

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**ASSETS**

Cash and Investments	\$	7,712
Interest Receivable		<u>9</u>
Total Assets	\$	<u><u>7,721</u></u>

**LIABILITIES AND FUND BALANCE**

Liabilities		
Accounts Payable	\$	3,781
Fund Balance		
Restricted		<u>3,940</u>
Total Liabilities and Fund Balance	\$	<u><u>7,721</u></u>

The Notes to the Financial Statements are an integral part of these statements.

IMPERIAL COUNTY TRANSPORTATION COMMISSION  
REGIONAL COLLABORATION FUND

STATEMENT OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCE  
FOR THE FISCAL YEAR ENDED JUNE 30, 2018

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Revenues

Regional Collaboration Funds	\$ 27,474
Interest Income	26
	<hr/>
Total Revenues	27,500
	<hr/>

Expenditures

General & Admin	394
Professional Services	23,166
	<hr/>
Total Expenditures	23,560
	<hr/>

Change in Fund Balance 3,940

Fund Balance Beginning, July 1 

---

 -

Fund balance Ending, June 30 

---

 \$ 3,940 

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IMPERIAL COUNTY TRANSPORTATION COMMISSION  
REGIONAL COLLABORATION FUND

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NOTES TO THE FINANCIAL STATEMENTS  
JUNE 30, 2018

**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**A. *Financial Reporting Entity***

The Regional Collaboration Fund of the Imperial County Transportation Commission was created for the purpose of tracking activities of joint projects with other agencies in the region.

The financial statements are intended to reflect the financial position and changes in financial position of the Regional Collaboration Fund of ICTC only. Accordingly, the financial statements do not purport to, and do not, present fairly the financial position of ICTC, as of June 30, 2018, and the changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

**B. *Basis of Accounting***

*Governmental Fund Financial Statements*

*Fund Accounting*

The accounts of ICTC are organized on the basis of funds. A fund is defined as an independent fiscal and accounting entity wherein operations of each fund are accounted for in a separate set of self-balancing accounts that record resources, related benefits, and equity, segregated for the purpose of carrying out specific activities. ICTC accounts for the Regional Collaboration activities within a Special Revenue Fund.

Special revenue funds are used to account for the proceeds of revenue sources that are restricted or committed to expenditure for specified purposes.

*Measurement Focus and Basis of Accounting*

The special revenue funds of ICTC are accounted for using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collected within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, revenues are available if they are collected within 60 days of the end of the fiscal period. Expenditures generally are recorded when a liability is incurred. Operating statements of governmental funds present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current resources.

**C. *Use of Estimates***

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures at the date of the financial statements and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

IMPERIAL COUNTY TRANSPORTATION COMMISSION  
REGIONAL COLLABORATION FUND

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NOTES TO THE FINANCIAL STATEMENTS  
JUNE 30, 2018

**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

***D. Fund Balances***

Fund balance is reported according to the following classifications: nonspendable, restricted, committed, assigned, and unassigned based on the relative strength of the constraints that control how specific amounts can be spent.

Restricted fund balance represents amounts that can be spent only for specific purposes because of constraints that are externally imposed by creditors, grantors, contributors, or the laws or regulations of other governments.

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available, the ICTC considers restricted funds to have been spent first.

***E. Cash and Investments***

The County of Imperial's Auditor-Controller's office acts as a trustee for the funds received and disbursed. Cash and investments are held in the County investment pool to facilitate cash management and maximize investment opportunities and yields. Investment income resulting from this pooling is allocated to the respective funds including the Regional Collaboration Fund's average cash balance. The investment policies and the risks related to cash and investments, applicable to the Regional Collaboration Fund, are those of the County investment pool and are disclosed in the County's basic financial statements. The County's basic financial statements can be obtained at the County Administrative Office.

The Regional Collaboration Fund's cash and investments are reported at fair value. The fair value measurements are based on the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs. The STAF's deposits and withdrawals in the County Investment Pool are made on the basis of \$1 and not fair value. Accordingly, the Regional Collaboration Fund's investment in the County Investment Pool is measured based on uncategorized inputs not defined as Level 1, Level 2, or Level 3.

**NOTE 2 – REGIONAL COLLABORATION REVENUE SOURCES**

As it pertains to the brownsfield projects the funds will be used for:

Project management and planning, completion of Environmental Site Assessments (Phase 1 and Phase 2) for various eligible properties in the city of Brawley, cleanup and reuse planning, community outreach and completion of required reporting associated with the grant.

As it pertains to the Broadband grant the funds will be used for:

Project management and planning, identification of regions where broadband services are not available or have limited availability, community outreach and coordination with area stakeholders, coordination with internet service providers, development and review of reasonable avenues for broadband delivery, preparation of mapping documentation as required and required reporting associated with the grant.

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING  
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF  
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE  
WITH GOVERNMENT AUDITING STANDARDS**

To the Commission Board Members  
County of Imperial, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Regional Collaboration fund of the Imperial County Transportation Commission as of and for the year ended June 30, 2018, and the related notes to the combined financial statements, which collectively comprise the Regional Collaboration Fund of the Imperial County Transportation Commission's financial statements, and have issued our report thereon dated \_\_\_\_\_, 2019.

**Internal Control Over Financial Reporting**

In planning and performing our audits of the combined financial statements, we considered the Imperial County Transportation Commission's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the combined financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Imperial County Transportation Commission's internal control. Accordingly, we do not express an opinion on the effectiveness of the Imperial County Transportation Commission's internal control.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's combined financial statements will not be prevented, or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charge with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audits we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

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## Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Regional Collaboration Fund of the Imperial County Transportation Commission's combined financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

## Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Imperial County Transportation Commission's internal control or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the Imperial County Transportation Commission's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

San Diego, California  
\_\_\_\_\_, 2019



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**IMPERIAL COUNTY  
TRANSPORTATION COMMISSION**

**Financial Report of the  
Regional Planning and Programs  
June 30, 2018 and 2017**

**IMPERIAL COUNTY  
TRANSPORTATION COMMISSION**

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**Financial Report of the  
Regional Planning and Programs  
June 30, 2018 and 2017**

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**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***..... 10

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## INDEPENDENT AUDITORS' REPORT

To the Commission Board Members  
County of Imperial, California

### Report on the Financial Statements

We have audited the accompanying financial statements of the Regional Planning and Programs fund of the Imperial County Transportation Commission as of and for the year ended June 30, 2018, and the related notes to the financial statements, which collectively comprise the basic financial statements, as listed in the table of contents.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Regional Planning and Programs fund of the Imperial County Transportation Commission as of June 30, 2018, and the changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

## Emphasis of Matter

As discussed in Note 1, the financial statements present only the Regional Planning and Programs fund and do not purport to, and do not, present fairly the financial position of Imperial County Transportation Commission as of June 30, 2018, and the changes in its financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

## Other Matters

### *Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the budgetary comparison information on page 9 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Management has omitted the management's discussion and analysis for the Regional Planning and Programming fund that accounting principles generally accepted in the United States of America requires to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting and for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

### *Other Information*

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the Regional Planning and Programs fund's basic financial statements. The accompanying supplementary information is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audits of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

### *Prior-Year Comparative Information*

The financial statements include partial prior-year comparative information. Such information does not include all of the information required or sufficient detail to constitute a presentation in accordance with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Regional Planning and Program fund's financial statements for the year ended June 30, 2017, from which such partial information was derived. The financial statements as of and for the year ended June 30, 2017 were audited by other auditors and their report dated March 31, 2018 expressed an unmodified opinion on the financial statements.

**Other Reporting Required by *Government Auditing Standards***

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In accordance with *Government Auditing Standards*, we have also issued a report dated \_\_\_\_\_, 2019 on our consideration of the Imperial County Transportation Commission’s internal control over financial reporting of the Regional Planning and Programs fund and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, the Transportation Development Act (TDA) Statutes and California Codes of Regulation (CCR) and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Imperial County Transportation Commission's internal control over financial reporting and compliance as it relates to the Regional Planning and Programs fund.

San Diego, California  
\_\_\_\_\_, 2019

**IMPERIAL COUNTY TRANSPORTATION COMMISSION  
REGIONAL PLANNING AND PROGRAMS**

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**BALANCE SHEETS  
JUNE 30, 2018 AND 2017**

	<u>2018</u>	<u>2017</u>
<b>ASSETS</b>		
Cash and investments	\$ 556,230	\$ 565,085
Accounts receivable	11,796	-
Interest receivable	882	1,161
Total Assets	<u>\$ 568,908</u>	<u>\$ 566,246</u>
 <b>LIABILITIES AND FUND BALANCE</b>		
Liabilities		
Accounts payable	<u>\$ 9,463</u>	<u>\$ 6,654</u>
Fund Balance		
Restricted	559,445	-
Assigned	-	227,409
Unassigned	-	332,183
Total Fund Balance	<u>559,445</u>	<u>559,592</u>
 Total Liabilities and Fund Balance	<u>\$ 568,908</u>	<u>\$ 566,246</u>

The Notes to the Financial Statements are an integral part of these statements.



**IMPERIAL COUNTY TRANSPORTATION COMMISSION  
REGIONAL PLANNING AND PROGRAMS**

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**STATEMENTS OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE  
FOR THE FISCAL YEARS ENDED JUNE 30, 2018 AND 2017**

	2018	2017
Revenues		
State allocation	\$ 300,000	\$ 300,000
Membership revenues	100,000	100,028
Interest revenues	3,263	2,451
Other revenues	33,749	247,978
Total Revenues	437,012	650,457
Expenditures		
STIP-PPM Category A	100,000	106,151
STIP-PPM Category B	100,000	100,000
STIP-PPM Category C	134,987	96,489
General and administrative expenditures	82,406	54,123
Professional services	19,766	17,770
Total Expenditures	437,159	374,533
Change in Fund Balance	(147)	275,924
Fund Balance Beginning	559,592	283,668
Fund Balance Ending	\$ 559,445	\$ 559,592

The Notes to the Financial Statements are an integral part of these statements.

IMPERIAL COUNTY TRANSPORTATION COMMISSION  
REGIONAL PLANNING AND PROGRAMS

NOTES TO THE FINANCIAL STATEMENTS  
JUNE 30, 2018 AND 2017

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**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**A. *Financial Reporting Entity***

The Imperial County Transportation Commission (ICTC) Regional Planning and Programs (RPP) fund was established by ICTC in order to administer regional transportation programs and services.

The financial statements are intended to reflect the financial position and changes in financial position of the RPP fund of ICTC only. Accordingly, the financial statements do not purport to, and do not, present fairly the financial position of ICTC, as of June 30, 2018, and the changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

**B. *Basis of Accounting***

*Governmental Fund Financial Statements*

*Fund Accounting*

The accounts of ICTC are organized on the basis of funds. A fund is defined as an independent fiscal and accounting entity wherein operations of each fund are accounted for in a separate set of self-balancing accounts that record resources, related benefits, and equity, segregated for the purpose of carrying out specific activities. ICTC accounts for the RPP activities within its RPP Special Revenue Fund.

Special revenue funds are used to account for the proceeds of revenue sources that are restricted or committed to expenditure for specified purposes.

*Measurement Focus and Basis of Accounting*

The special revenue funds of ICTC are accounted for using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collected within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, revenues are available if they are collected within 60 days of the end of the fiscal period. Expenditures generally are recorded when a liability is incurred. Operating statements of governmental funds present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current resources.

**C. *Use of Estimates***

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures at the date of the financial statements and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

IMPERIAL COUNTY TRANSPORTATION COMMISSION  
REGIONAL PLANNING AND PROGRAM

NOTES TO THE FINANCIAL STATEMENTS  
JUNE 30, 2018 AND 2017

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**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

***D. Fund Balances***

Fund balance is reported according to the following classifications: nonspendable, restricted, committed, assigned, and unassigned based on the relative strength of the constraints that control how specific amounts can be spent.

Restricted fund balance represents amounts that can be spent only for specific purposes because of constraints that are externally imposed by creditors, grantors, contributors, or the laws or regulations of other governments.

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available, the ICTC considers restricted funds to have been spent first.

***E. Cash and Investments***

The County of Imperial's Auditor-Controller's office acts as a trustee for the funds received and disbursed. Cash and investments are held in the County investment pool to facilitate cash management and maximize investment opportunities and yields. Investment income resulting from this pooling is allocated to the respective funds including the RPP fund average cash balance. The investment policies and the risks related to cash and investments, applicable to the RPP fund, are those of the County investment pool and are disclosed in the County's basic financial statements. The County's basic financial statements can be obtained at the County Administrative Office.

The RPP fund's cash and investments are reported at fair value. The fair value measurements are based on the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs. The RPP fund's deposits and withdrawals in the County Investment Pool are made on the basis of \$1 and not fair value. Accordingly, the RPP fund's investment in the County Investment Pool is measured based on uncategorized inputs not defined as Level 1, Level 2, or Level 3.

***F. Prior Year Data***

Selected information regarding the prior year has been included in the accompanying financial statements. This information has been included for comparison purposes only and does not represent a complete presentation in accordance with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the RPP fund's prior year financial statements, from which this selected financial data was derived.

IMPERIAL COUNTY TRANSPORTATION COMMISSION  
REGIONAL PLANNING AND PROGRAMMING

NOTES TO THE FINANCIAL STATEMENTS  
JUNE 30, 2018 AND 2017

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**NOTE 2 – STIP-PLANNING, PROGRAMMING & MONITORING PROGRAM**

The California State Budget Act of 2010 appropriates State Highway funds under local assistance for the State Transportation Improvement Program (STIP) Planning, Programming and Monitoring Program (PPM). PPM is defined as the project planning, programming and monitoring activities related to development of the Regional Transportation Improvement Program and the STIP required by Government Code Section 14527 and for the monitoring of project implementation for approved projects, referred as PPM projects. The California Transportation Commission is tasked to allocate these funds in accordance with the amounts approved in the STIP in accordance with section 14527 (h) of the California Government code.

These funds are to be used for the following expenditure categories:

Category A: Regional transportation planning activities including development of the Regional Transportation Plan Update.

Category B: Program development and monitoring including the preparation of the ICTC Improvement Program and the State Transportation Improvement Program, monitoring the implementation of projects including project delivery and compliance with federal and state law, and California Transportation Commission Guidelines.

Category C: Regional transit planning activities, including program development and monitoring.

During the fiscal year ended June 30, 2018, ICTC applied for and received proceeds of \$300,000 from the State of California STIP-PPM Program. As of June 30, 2018, the remaining balance in Category C was \$7,139. Category A and B proceeds have been fully expended.

Qualifying expenditures must be encumbered within three years from the date of the allocation and expended within three years from the date of the encumbrance.

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**SUPPLEMENTARY INFORMATION**

**IMPERIAL COUNTY TRANSPORTATION COMMISSION  
REGIONAL PLANNING AND PROGRAM**

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**BUDGETARY COMPARISON SCHEDULES  
FOR THE FISCAL YEAR ENDING JUNE 30, 2018**

	<u>2018</u>	<u>2017</u>
<b>Schedule I - General and Administration Expenditures</b>		
Communications - Phone Charges	\$ 2,187	\$ 1,331
Communications - Cell Phone/Pager	2,366	2,388
Insurance Liability	14,911	13,560
Memberships	6,974	6,487
Fuel Expense	999	1,166
Publications and Legal Notices	1,312	458
Rents & Leases	28,336	11,809
Special Dept Expenditure	4,624	4,812
Utilities	7,328	3,752
Office Expenditures	4,443	4,053
Equipment	6,731	2,653
Maintenance	2,195	1,654
General and Administration Expenditures - Total	<u>\$ 82,406</u>	<u>\$ 54,123</u>
<b>Schedule II - Professional Services</b>		
Professional & Special Service	\$ 9,375	\$ 10,250
Professional & Special Services - Legal and Accounting	8,303	6,878
Professional & Special Services - Data Pro	2,088	642
Professional Services - Total	<u>\$ 19,766</u>	<u>\$ 17,770</u>
<b>Schedule III - STIP-PPM Category A</b>		
Salaries & Benefits	<u>\$ 100,000</u>	<u>\$ 106,151</u>
<b>Schedule IV - STIP-PPM Category B</b>		
Salaries & Benefits	\$ 91,390	\$ 97,252
Professional & Special Services	8,610	2,748
STIP-PPM Category B - Total	<u>\$ 100,000</u>	<u>\$ 100,000</u>
<b>Schedule V - STIP-PPM Category C</b>		
Salaries & Benefits	\$ 102,268	\$ 57,319
Professional & Special Services	17,169	16,697
Travel	15,550	22,473
STIP-PPM Category C - Total	<u>\$ 134,987</u>	<u>\$ 96,489</u>



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**OTHER REPORT**

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING  
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF  
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE  
WITH GOVERNMENT AUDITING STANDARDS**

To the Commission Board Members  
County of Imperial, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Regional Planning and Programs fund of the Imperial County Transportation Commission as of and for the year ended June 30, 2018, and the related notes to the financial statements, which collectively comprise the Regional Planning and Programs fund's basic financial statements and have issued our report thereon dated \_\_\_\_\_, 2019.

**Internal Control Over Financial Reporting**

In planning and performing our audits of the financial statements, we considered the Imperial County Transportation Commission's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Imperial County Transportation Commission's internal control. Accordingly, we do not express an opinion on the effectiveness of the Imperial County Transportation Commission's internal control.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charge with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. We did identify a certain deficiency in internal control, described in the accompanying schedule of finding and response as item 2018-001 that we consider to be a significant deficiency.

## Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Regional Planning and Programs fund of the Imperial County Transportation Commission's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, the Transportation Development Act (TDA) Statutes and the California Code of Regulation Section 6662, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

## Management's Response to Findings

Imperial County Transportation Commission's response to the finding identified in our audit is described in the accompanying schedule of findings and questioned costs. Imperial County Transportation Commission's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

## Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Imperial County Transportation Commission's internal control or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the Imperial County Transportation Commission's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

San Diego, California  
\_\_\_\_\_, 2019

**IMPERIAL COUNTY TRANSPORTATION COMMISSION  
REGIONAL PLANNING AND PROGRAMS**

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**SCHEDULE OF FINDING AND RESPONSE  
FOR THE FISCAL YEAR ENDED JUNE 30, 2018**

**Finding 2018-001**

**YEAR-END CUTOFF**

**Criteria:**

In order to fairly present year-end financial statements, management must perform a year-end closing process to accumulate, reconcile, and summarize information for inclusion. The closing process should include the review of balances for proper cutoff.

**Condition:**

During our audit, we noted the following:

- Certain accounts payable balances had not been accrued and required adjustment.
- Certain accounts receivable balances had not been accrued and required adjustment.

**Context:**

The condition noted above were identified during testing over various accounts and balances. Accounts payable balances were adjusted approximately \$9,300 and accounts receivable balances were adjusted approximately \$11,800.

**Effect:**

Adjustments were necessary to fairly present the financial statements.

**Cause:**

The year-end closing process was not complete.

**Recommendation:**

We recommend that ICTC enhance its year-end closing process. This can be accomplished through a comprehensive closing checklist. The checklist should list each task, the person responsible for its completion, and the date the task should be completed.

**View of Responsible Officials and Planned Corrective Action:**

ICTC staff will research additional resources, obtain tools, i.e., checklists and templates, in order to ensure that the year-end close is completed as required. ICTC staff will create documentation to track year end transactions.

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**IMPERIAL COUNTY  
TRANSPORTATION COMMISSION**

**Financial Report of the  
SB 325 Funds for Article 8(c)  
June 30, 2018 and 2017**

**IMPERIAL COUNTY  
TRANSPORTATION COMMISSION**

**Financial Report of the  
SB 325 Funds for Article 8(c)  
June 30, 2018 and 2017**

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## INDEPENDENT AUDITORS' REPORT

To the Commission Board Members  
County of Imperial, California

### Report on the Financial Statements

We have audited the accompanying financial statements of the SB 325 Fund for Article 8(c) of the Imperial County Transportation Commission as of and for the year ended June 30, 2018, and the related notes to the financial statements, which collectively comprise the basic financial statements, as listed in the table of contents.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting polices used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the SB 325 Fund for Article 8(c) of the Imperial County Transportation Commission as of June 30, 2018, and the changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

**Emphasis of Matter**

As discussed in Note 1, the financial statements present only the SB 325 Fund for Article 8(c) fund and do not purport to, and do not, present fairly the financial position of Imperial County Transportation Commission as of June 30, 2018, and the changes in its financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

**Other Matters**

*Required Supplementary Information*

Management has omitted the management’s discussion and analysis for the SB 325 Fund that accounting principles generally accepted in the United States of America requires to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting and for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

*Prior-Year Comparative Information*

The financial statements include partial prior-year comparative information. Such information does not include all of the information required or sufficient detail to constitute a presentation in accordance with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the SB 325 Fund’s financial statements for the year ended June 30, 2017, from which such partial information was derived. The financial statements as of and for the year ended June 30, 2017 were audited by other auditors and their report dated March 31, 2018 expressed an unmodified opinion on the financial statements.

**Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued a report dated \_\_\_\_\_, 2019, on our consideration of the Imperial County Transportation Commission’s internal control over financial reporting of the SB 325 Fund and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, the Transportation Development Act (TDA) Statutes and California Codes of Regulation (CCR) and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Imperial County Transportation Commission's internal control over financial reporting and compliance as it relates to the SB 325 Fund.

San Diego, California  
\_\_\_\_\_, 2019

IMPERIAL COUNTY TRANSPORTATION COMMISSION  
SB 325 FUND ARTICLE 8(C)  
PERTAINING TO SECTION 994000(C) OF THE PUBLIC UTILITIES CODE

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STATEMENTS OF NET POSITION  
JUNE 30, 2018 AND 2017

	<u>2018</u>	<u>2017</u>
<b>ASSETS</b>	<u>\$ -</u>	<u>\$ -</u>
<b>LIABILITIES</b>	<u>\$ -</u>	<u>\$ -</u>
<b>NET POSITION</b>	<u>\$ -</u>	<u>\$ -</u>

The Notes to the Financial Statements are an integral part of these statements.

**IMPERIAL COUNTY TRANSPORTATION COMMISSION  
 SB 325 FUND ARTICLE 8(C)  
 PERTAINING TO SECTION 994000(C) OF THE PUBLIC UTILITIES CODE**

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**STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION  
 FOR THE FISCAL YEARS ENDED JUNE 30, 2018 AND 2017**

	2018	2017
Operating Revenues:		
SB 325 Article 8(c)	\$ 3,140,850	\$ 3,525,096
Operating Expenses:		
Purchased Transportation Services	3,140,850	3,525,096
Changes in Net Position	-	-
Net Position Beginning	-	-
Net Position Ending	\$ -	\$ -

The Notes to the Financial Statements are an integral part of these statements.

**IMPERIAL COUNTY TRANSPORTATION COMMISSION  
 SB 325 FUND ARTICLE 8(C)  
 PERTAINING TO SECTION 994000(C) OF THE PUBLIC UTILITIES CODE**

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**STATEMENTS OF CASH FLOWS  
 FOR THE FISCAL YEARS ENDED JUNE 30, 2018 AND 2017**

	2018	2017
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Receipts from Transit Services	\$ 3,140,850	\$ 3,525,096
Payment for Transportation Services	(3,140,850)	(3,525,096)
Net Cash Provided By Operating Activities	-	-
Net Increase in Cash and Cash Equivalents	-	-
Cash and Cash Equivalents Beginning	-	-
Cash and Cash Equivalents Ending	\$ -	\$ -

The Notes to the Financial Statements are an integral part of these statements.

IMPERIAL COUNTY TRANSPORTATION COMMISSION  
SB 325 FUND ARTICLE 8(C)  
PERTAINING TO SECTION 994000(C) OF THE PUBLIC UTILITIES CODE

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**NOTES TO THE FINANCIAL STATEMENTS  
JUNE 30, 2018 AND 2017**

**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**A. *Financial Reporting Entity***

The Imperial County Transportation Commission (ICTC) SB 325 Fund was established through five contracts with outside vendors. They are held with First Transit, Inc. to provide the *Imperial Valley Transit* fixed route bus service, the *IVT ACCESS* which provides paratransit service exclusively for disabled persons under the Americans with Disabilities Act (ADA), *IVT-RIDE* an intra city dial-a-ride for seniors and persons with disabilities within Brawley, Calexico, Imperial and the West Shores, *IVT-RIDE El Centro* an intra city dial-a-ride for seniors and persons with disabilities within El Centro, and *IVT MedTrans* which provides non-emergency transportation to medical facilities in San Diego in order to administer regional transportation programs and services.

The financial statements are intended to reflect the financial position and changes in financial position of the SB 325 Fund of ICTC only. Accordingly, the financial statements do not purport to, and do not, present fairly the financial position of ICTC, as of June 30, 2018, and the changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

**B. *Basis of Accounting***

**Fund Accounting**

The accounts of ICTC are organized on the basis of funds. A fund is defined as an independent fiscal and accounting entity wherein operations of each fund are accounted for in a separate set of self-balancing accounts that record resources, related benefits, and equity, segregated for the purpose of carrying out specific activities. ICTC accounts for the SB 325 activities within its SB 325 Proprietary Fund.

**C. *Use of Estimates***

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures at the date of the financial statements and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

**D. *Cash and Cash Equivalents***

The County of Imperial's Auditor-Controller's office acts as a trustee for the funds received and disbursed. Cash and investments are held in the County investment pool to facilitate cash management and maximize investment opportunities and yields. Investment income resulting from this pooling is allocated to the respective funds including the SB 325 fund average cash balance. The investment policies and the risks related to cash and investments, applicable to the SB 325 fund, are those of the County investment pool and are disclosed in the County's basic financial statements. The County's basic financial statements can be obtained at the County Administrative Office.



**IMPERIAL COUNTY TRANSPORTATION COMMISSION  
SB 325 FUND ARTICLE 8(C)  
PERTAINING TO SECTION 994000(C) OF THE PUBLIC UTILITIES CODE**

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**NOTES TO THE FINANCIAL STATEMENTS  
JUNE 30, 2018 AND 2017**

**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

***E. Prior Year Data***

Selected information regarding the prior year has been included in the accompanying financial statements. This information has been included for comparison purposes only and does not represent a complete presentation in accordance with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the SB 325 Fund’s prior year financial statements, from which this selected financial data was derived.

**NOTE 2 – TRANSPORTATION DEVELOPMENT ACT COMPLIANCE REQUIREMENTS**

In accordance with Section 99400(c) of the Public Utilities Code, funds received pursuant to this section may only be used for public transportation services.

ICTC is subject to provisions pursuant to Section 6634 and 6637 of the California Administrative Code (CAC) and Sections 99268.3, 99268.4, and 99268.5 of the Public Utilities Code.

**Section 6634**

Pursuant to Section 6634, a transit claimant is precluded from receiving monies from the Local Transportation Fund and the State Transit Assistance Fund in an amount which exceeds the claimant's capital and operating costs less the required fare, local support and the amount received during the year from a city or county to which the operator has provided service beyond its boundaries.

**Section 6637**

Pursuant to Section 6637, the claimant must maintain its accounts and records in accordance with the Uniform System of Accounts and Records adopted by the State Controller. The Imperial County Transportation Commission did maintain its accounts and records in accordance with the Uniform System of Accounts and Records.

**Section 99268.3, 99268.4 and 99268.5**

The Imperial County Transportation Commission has several fare box recovery ratios for the various services.

	<u>2017</u>	<u>2017</u>	<u>2018</u>	<u>2018</u>
	Required	Actual	Required	Actual
IVT	17%	21.97%	17%	17.74%

The blended fare box recovery ratio requirement for IVT is 17.0%.

IVT Access	10%	4.8%	10%	4.5%
IVT RIDE	10%	5.3%	10%	4.4%
MedTrans	15%	8.1%	15%	9.0%

IMPERIAL COUNTY TRANSPORTATION COMMISSION  
SB 325 FUND ARTICLE 8(C)  
PERTAINING TO SECTION 994000(C) OF THE PUBLIC UTILITIES CODE

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NOTES TO THE FINANCIAL STATEMENTS  
JUNE 30, 2018 AND 2017

**NOTE 2 – TRANSPORTATION DEVELOPMENT ACT COMPLIANCE REQUIREMENTS  
(CONTINUED)**

For fiscal year June 30, 2018 the fare box recovery ratio requirement was not met for IVT ACCESS, IVT RIDE (consolidated) or IVT MedTrans.

For fiscal year June 30, 2017 the fare box recovery ratio requirement was not met for IVT ACCESS, IVT RIDE or IVT MedTrans.

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING  
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF  
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE  
WITH GOVERNMENT AUDITING STANDARDS**

To the Commission Board Members  
County of Imperial, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the SB 325 Funds for Article 8(c) of the Imperial County Transportation Commission as of and for the year ended June 30, 2018, and the related notes to the financial statements, which collectively comprise the SB 325 Funds for Article 8(c) of the Imperial County Transportation Commission's financial statements, and have issued our report thereon dated \_\_\_\_\_, 2019 .

**Internal Control Over Financial Reporting**

In planning and performing our audits of the financial statements, we considered the Imperial County Transportation Commission's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Imperial County Transportation Commission's internal control. Accordingly, we do not express an opinion on the effectiveness of the Imperial County Transportation Commission's internal control.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charge with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audits we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

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## Compliance and Other Matters

As part of obtaining reasonable assurance about whether the SB 325 Funds for Article 8(c) of the Imperial County Transportation Commission's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, the Transportation Development Act (TDA) Statutes and the California Code of Regulation Section 6667, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

## Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Imperial County Transportation Commission's internal control or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the Imperial County Transportation Commission's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

San Diego, California  
\_\_\_\_\_, 2019

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**IMPERIAL COUNTY  
TRANSPORTATION COMMISSION**

**Financial Report of the State Transit Assistance Fund  
June 30, 2018 and 2017**

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## INDEPENDENT AUDITORS' REPORT

To the Commission Board Members  
County of Imperial, California

### Report on the Financial Statements

We have audited the accompanying combined financial statements of the State Transit Assistance fund of the Imperial County Transportation Commission as of and for the years ended June 30, 2018 and 2017, and the related notes to the combined financial statements, which collectively comprise the basic financial statements, as listed in the table of contents.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of combined financial statements that are free from material misstatement, whether due to fraud or error.

### Auditor's Responsibility

Our responsibility is to express an opinion on these combined financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America, the Guidelines on Auditing for Conformance, published by the Imperial Valley Association of Governments and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the combined financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the combined financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the combined financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the combined financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the combined financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### Opinion

In our opinion, the combined financial statements referred to above present fairly, in all material respects, the financial position of the State Transit Assistance Fund of the Imperial County Transportation Commission as of June 30, 2018 and 2017, and the respective changes in financial position thereof for the years then ended in accordance with accounting principles generally accepted in the United States of America.

**Emphasis of Matter**

As discussed in Note 1, the financial statements present only the State Transit Assistance Fund and do not purport to, and do not, present fairly the financial position of Imperial County Transportation Commission as of June 30, 2018, and the changes in its financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

**Other Matters**

*Other Information*

Our audit was conducted for the purpose of forming an opinion on the combined financial statements as a whole. The accompanying supplementary information is presented for purposes of additional analysis and is not a required part of the combined financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the combined financial statements. The information has been subjected to the auditing procedures applied in the audits of the combined financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the combined financial statements or to the combined financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the combined financial statements as a whole.

*Prior-Year Comparative Information*

The financial statements include partial prior-year comparative information. Such information does not include all of the information required or sufficient detail to constitute a presentation in accordance with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the State Transit Assistance Fund's financial statements for the year ended June 30, 2017, from which such partial information was derived. The financial statements as of and for the year ended June 30, 2017 were audited by other auditors and their report dated March 31, 2018 expressed an unmodified opinion on the financial statements.

**Other Reporting Required by *Government Auditing Standards***

We have also issued a report dated \_\_\_\_\_, 2019 on our consideration of the State Transit Assistance Fund's compliance over financial reporting based on an audit performed in accordance with statutes, rules and regulations of the California Development Act and the allocation instructions and resolutions of the Transportation Commission. The purpose of that report is to describe the scope of our testing of compliance and the results of that testing and not to provide an opinion on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Imperial County Transportation Commission's internal control over financial reporting and compliance as it relates to the State Transit Assistance Fund.

San Diego, California  
\_\_\_\_\_, 2019

**IMPERIAL COUNTY TRANSPORTATION COMMISSION  
STATE TRANSIT ASSISTANCE FUND**

**COMBINED BALANCE SHEETS  
FOR THE FISCAL YEARS ENDED JUNE 30, 2018 AND 2017**

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	2018	2017
<b>ASSETS</b>		
Cash and investments	\$ 1,788,396	\$ 1,516,368
Interest receivable	4,948	3,131
Grant receivable	410,032	-
Total Assets	\$ 2,203,376	\$ 1,519,499
 <b>LIABILITIES AND FUND BALANCE</b>		
Liabilities		
Accounts payable	\$ -	\$ 221,802
 Fund Balance		
Restricted	2,203,376	660,659
Total Liabilities and Fund Balance	\$ 2,203,376	\$ 882,461

The Notes to the Financial Statements are an integral part of these statements.

**IMPERIAL COUNTY TRANSPORTATION COMMISSION  
STATE TRANSIT ASSISTANCE FUND**

**COMBINED STATEMENTS OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCE  
FOR THE FISCAL YEARS ENDED JUNE 30, 2018 AND 2017**

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	2018	2017
Revenues		
STA Funds	\$ 1,292,939	\$ 878,924
LCTOP Funds	89,254	-
CTSGP Funds	240,009	133,338
Interest - STA	8,901	7,297
Interest - LCTOP	2,621	1,420
Interest - CTSGP	3,449	1,081
Interest - PTMISEA	1,848	1,887
Total Revenues	1,639,021	1,023,947
Expenditures		
STA Projects	920,739	1,169,031
PTMISEA Projects	-	622,159
CTSGP Projects	5,816	26,705
Total Expenditures	926,555	1,817,895
Change in Fund Balance	712,466	(793,948)
Fund Balance Beginning, July 1, (Restated)	1,490,910	2,091,645
Fund Balance Ending, June 30	\$ 2,203,376	\$ 1,297,697

IMPERIAL COUNTY TRANSPORTATION COMMISSION  
STATE TRANSIT ASSISTANCE FUND

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NOTES TO THE COMBINED FINANCIAL STATEMENTS  
JUNE 30, 2018 AND 2017

**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**A. *Financial Reporting Entity***

The State Transit Assistance Fund (STAF) of the County of Imperial, California was created pursuant to SB 620 to supplement existing funding sources for public transit services. The Imperial County Transportation Commission (ICTC) administers the STAF.

The revenues of the fund are derived from a portion of the sales tax on gasoline, and are subject to appropriation by the legislature. Disbursements from the fund are made by the Imperial County Auditor-Controller based upon allocation instructions received from ICTC.

The financial statements are intended to reflect the financial position and changes in financial position of the STAF of ICTC only. Accordingly, the financial statements do not purport to, and do not, present fairly the financial position of ICTC, as of June 30, 2018, and the changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

The accompanying STAF balance sheet and statement of revenues, expenditures and changes in fund balance includes subaccount balances of the following revenue sources:

- STA
- PTMISEA
- CTSGP
- LCTOP

**B. *Basis of Accounting***

*Governmental Fund Financial Statements*

*Fund Accounting*

The accounts of ICTC are organized on the basis of funds. A fund is defined as an independent fiscal and accounting entity wherein operations of each fund are accounted for in a separate set of self-balancing accounts that record resources, related benefits, and equity, segregated for the purpose of carrying out specific activities. ICTC accounts for the STAF activities within its STAF Special Revenue Fund.

Special revenue funds are used to account for the proceeds of revenue sources that are restricted or committed to expenditure for specified purposes.

*Measurement Focus and Basis of Accounting*

The special revenue funds of ICTC are accounted for using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collected within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, revenues are available if they are collected within 60 days of the end of the fiscal period. Expenditures generally are recorded when a liability is incurred. Operating statements of governmental funds present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current resources.

IMPERIAL COUNTY TRANSPORTATION COMMISSION  
STATE TRANSIT ASSISTANCE FUND

NOTES TO THE COMBINED FINANCIAL STATEMENTS  
JUNE 30, 2018 AND 2017

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**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

***C. Use of Estimates***

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures at the date of the financial statements and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

***D. Fund Balances***

Fund balance is reported according to the following classifications: nonspendable, restricted, committed, assigned, and unassigned based on the relative strength of the constraints that control how specific amounts can be spent.

Restricted fund balance represents amounts that can be spent only for specific purposes because of constraints that are externally imposed by creditors, grantors, contributors, or the laws or regulations of other governments.

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available, the ICTC considers restricted funds to have been spent first.

***E. Cash and Investments***

The County of Imperial's Auditor-Controller's office acts as a trustee for the funds received and disbursed. Cash and investments are held in the County investment pool to facilitate cash management and maximize investment opportunities and yields. Investment income resulting from this pooling is allocated to the respective funds including the STAF average cash balance. The investment policies and the risks related to cash and investments, applicable to the STAF, are those of the County investment pool and are disclosed in the County's basic financial statements. The County's basic financial statements can be obtained at the County Administrative Office.

The STA fund's cash and investments are reported at fair value. The fair value measurements are based on the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs. The STAF's deposits and withdrawals in the County Investment Pool are made on the basis of \$1 and not fair value. Accordingly, the STAF's investment in the County Investment Pool is measured based on uncategorized inputs not defined as Level 1, Level 2, or Level 3.

***F. Prior Year Data***

Selected information regarding the prior year has been included in the accompanying financial statements. This information has been included for comparison purposes only and does not represent a complete presentation in accordance with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the STAF's prior year financial statements, from which this selected financial data was derived.



IMPERIAL COUNTY TRANSPORTATION COMMISSION  
STATE TRANSIT ASSISTANCE FUND

NOTES TO THE COMBINED FINANCIAL STATEMENTS  
JUNE 30, 2018 AND 2017

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**NOTE 2 – PTMISEA**

In November 2006, California Voters passed a bond measure enacting the Highway Safety, Traffic reduction, Air Quality and Port Security Bond Act of 2006. Of the \$19.925 billion of state general obligation bonds authorized, \$4 billion was set aside by the State as instructed by statute as the Public Transportation Modernization Improvement and Service Enhancement Account (PTMISEA). These funds are available to the California Department of Transportation for intercity rail projects and to transit operators in California for rehabilitation, safety or modernization improvements, capital service enhancements or expansions, new capital projects, bus rapid transit improvements or for rolling stock procurement, rehabilitation or replacement.

As of June 30, 2018 the accumulated balance of the proceeds and earned interest held by ICTC is \$201,387 which includes the remainder of funds from the Imperial bus transfer terminal project.

**NOTE 3 – CTSGP**

In November 2006, California Voters passed a bond measure (Proposition 1B) enacting the Highway Safety, Traffic Reduction, Air Quality and Port Security Bond Act of 2006. Of the \$19.925 billion of state general obligation bonds authorized, \$1 billion was set aside by the State as instructed by statute as the Transit System Safety, Security and Disaster Response Account.

Sixty percent of this set aside (\$600 million) is available to agencies and transit operators eligible to receive State Transit Assistance (STA) funds through the California Transit Security Grant Program (CTSGP). These funds are to be used for capital expenditures to provide increased protection against security or safety threats or to increase the capacity of transit operators to develop disaster response transportation systems.

Qualifying expenditures must be encumbered within three years from the date of the allocation and expended within three years from the date of the encumbrance.

**NOTE 4 – LCTOP**

The Low Carbon Transit Operations Program (LCTOP) is one of several programs that are part of the Transit, Affordable Housing, and Sustainable Communities Program established by the California Legislature in 2014 by Senate Bill 862. The LCTOP was created to provide operating and capital assistance for transit agencies to reduce greenhouse gas emission and improve mobility, with a priority on serving disadvantaged communities.

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE OVER FINANCIAL REPORTING BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH STATUTES, RULES, AND REGULATIONS OF THE CALIFORNIA TRANSPORTATION DEVELOPMENT ACT AND THE ALLOCATION INSTRUCTIONS AND RESOLUTIONS OF THE TRANSPORTATION COMMISSION**

To the Commission Board Members  
County of Imperial, California

We have audited the financial statements of the State Transit Assistance fund of the Imperial County Transportation Commission as of and for the year ended June 30, 2018 and have issued our report therein dated \_\_\_\_\_, 2019. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

As part of obtaining reasonable assurance about whether the State Transit Assistance fund of the Imperial County Transportation Commission's financial statements are free of material misstatement we performed tests of its compliance with certain provisions of laws, regulations, contracts and grants, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. Additionally, we performed tests to determine that allocations made and expenditures paid by the State Transit Assistance Fund of the Imperial County Transportation Commission were made in accordance with allocation instructions and resolutions of the Imperial County Transportation Commission and in conformance with the Transportation Development Act (TDA) Statutes and California Code of Regulation 6751. In connection with our audit, nothing came to our attention that caused us to believe the State Transit Assistance Fund of the Imperial County Transportation Commission failed to comply with the Transportation Development Act (TDA) Statutes and California Codes of Regulation (CCR) and the allocation instructions and resolutions of the Imperial County Transportation Commission. However, providing an opinion on compliance with those provisions was not an objective of our audits and accordingly, we do not express such an opinion.

Also as part of our audits we performed tests of compliance to determine whether certain state funds were received and expended in accordance with the PTMISEA guidelines and state accounting requirements.

In November 2006, California Voters passed a bond measure enacting the Highway Safety, Traffic reduction, Air Quality and Port Security Bond Act of 2006. This Bond Act set aside funds for two categories of transportation improvement programs:

1. The Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) to fund capital projects that relate to infrastructure improvement.
2. The California Transit Security Grant Program-California Transit Assistance Fund (CTSGP) for transit system safety, security and disaster response capital projects.

Each year the State of California solicits grant requests for projects meeting the necessary criteria and then finances the programs through the sale of bonds.

The Imperial County Transportation Commission has successfully applied and received proceeds from the State's PTMISEA account for the design and construction of several bus transfer terminals projects in the Imperial County.

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As of June 30, 2018, the PTMISEA funds received, interest earned and expended were verified in the course of our audits as follows:

PTMISEA Funds Current Year Activity:

Beginning Balance	\$	199,539
Interest Earned		<u>1,848</u>
		201,387
Unexpended proceeds as of June 30, 2018	\$	<u><u>201,387</u></u>

The Imperial County Transportation Commission has successfully applied for CTSGP grants each year for the procurement and installation of security infrastructure for several bus transfer terminals projects in the Imperial County.

As of June 30, 2018, CTSGP funds received, interest earned and funds expended were verified in the course of our audits as follows:

CTSGP Funds Current Year Activity:

Beginning Balance	\$	242,596
Interest Earned		3,449
CTSGP Funds Received		240,009
Expenditures Incurred this Year:		
Bus Security Cameras		<u>5,816</u>
Unexpended proceeds as of June 30, 2018	\$	<u><u>480,238</u></u>

This report is intended solely for the information and use of the State Transit Assistance Fund of the Imperial County Transportation Commission's management, the California Department of Transportation, and the State Controller's Office and is not intended to be and should not be used by anyone other than these specified parties.

San Diego, California  
\_\_\_\_\_, 2019

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING  
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF  
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE  
WITH GOVERNMENT AUDITING STANDARDS**

To the Commission Board Members  
County of Imperial, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the combined financial statements of the State Transit Assistance fund of the Imperial County Transportation Commission as of and for the year ended June 30, 2018, and the related notes to the combined financial statements, which collectively comprise the State Transit Assistance fund of the Imperial County Transportation Commission's combined financial statements, and have issued our report thereon dated \_\_\_\_\_, 2019.

**Internal Control Over Financial Reporting**

In planning and performing our audits of the combined financial statements, we considered the Imperial County Transportation Commission's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the combined financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Imperial County Transportation Commission's internal control. Accordingly, we do not express an opinion on the effectiveness of the Imperial County Transportation Commission's internal control.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's combined financial statements will not be prevented, or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charge with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. We did identify a certain deficiency in internal control, described in the accompanying schedule of finding and response as item 2018-001 that we consider to be a significant deficiency.

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## Compliance and Other Matters

As part of obtaining reasonable assurance about whether the State Transit Assistance fund of the Imperial County Transportation Commission's combined financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, the Transportation Development Act (TDA) Statutes and the California Code of Regulation Section 6751, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

## Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Imperial County Transportation Commission's internal control or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the Imperial County Transportation Commission's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

San Diego, California  
\_\_\_\_\_, 2019

**IMPERIAL COUNTY TRANSPORTATION COMMISSION  
STATE TRANSIT ASSISTANCE FUND**

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**SCHEDULE OF FINDING AND RESPONSE  
JUNE 30, 2018**

**Finding 2018-001**

**YEAR-END CUTOFF**

**Criteria:**

In order to fairly present year-end financial statements, management must perform a year-end closing process to accumulate, reconcile, and summarize information for inclusion. The closing process should include the review of balances for proper cutoff.

**Condition:**

During our audit, we noted certain accounts receivable balances had not been accrued and required adjustment.

**Context:**

The condition noted above were identified during testing over various accounts and balances. Grants receivable balances were adjusted approximately \$410,000 and beginning equity was adjusted approximately \$193,000.

**Effect:**

Adjustments were necessary to fairly present the financial statements.

**Cause:**

The year-end closing process was not complete.

**Recommendation:**

We recommend that ICTC enhance its year-end closing process. This can be accomplished through a comprehensive closing checklist. The checklist should list each task, the person responsible for its completion, and the date the task should be completed.

**View of Responsible Officials and Planned Corrective Action:**

ICTC staff will research additional resources, obtain tools, i.e., checklists and templates, in order to ensure that the year-end close is completed as required. ICTC staff will create documentation to track year end transactions.



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**SUPPLEMENTARY INFORMATION**

IMPERIAL COUNTY TRANSPORTATION COMMISSION  
STATE TRANSIT ASSISTANCE FUND

SCHEDULES OF SUPPLEMENTARY INFORMATION  
JUNE 30, 2018 AND 2017

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**SCHEDULE I**

**BALANCE SHEETS - STA**

	<u>2018</u>	<u>2017</u>
<b>ASSETS</b>		
Cash and investments	\$ 822,498	\$ 853,783
Interest receivable	2,443	1,973
Grant receivable	410,032	-
Total Assets	<u>\$ 1,234,973</u>	<u>\$ 855,756</u>
<b>LIABILITIES AND FUND BALANCE</b>		
Liabilities		
Accounts payable	<u>\$ -</u>	<u>\$ 195,097</u>
Fund balance		
Restricted	<u>1,234,973</u>	<u>660,659</u>
Total Liabilities and Fund Balance	<u>\$ 1,234,973</u>	<u>\$ 855,756</u>

IMPERIAL COUNTY TRANSPORTATION COMMISSION  
STATE TRANSIT ASSISTANCE FUND

SCHEDULES OF SUPPLEMENTARY INFORMATION  
JUNE 30, 2018 AND 2017

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SCHEDULE II

SCHEDULES OF REVENUES, EXPENDITURES AND CHANGES  
IN FUND BALANCES - STA

	<u>2018</u>	<u>2017</u>
Revenues:		
STAF	\$ 1,292,939	\$ 878,924
Interest income	8,901	7,297
Total Revenues	<u>1,301,840</u>	<u>886,221</u>
Expenditures:		
Current:		
MedTrans	228,060	390,194
ADA Paratransit	692,679	778,837
Total Expenditures	<u>920,739</u>	<u>1,169,031</u>
Change in Fund Balance	381,101	(282,810)
Fund Balance Beginning, July 1 (Restated Balance)	<u>853,872</u>	<u>943,469</u>
Fund balance Ending, June 30	<u>\$ 1,234,973</u>	<u>\$ 660,659</u>

IMPERIAL COUNTY TRANSPORTATION COMMISSION  
STATE TRANSIT ASSISTANCE FUND

SCHEDULES OF SUPPLEMENTARY INFORMATION  
JUNE 30, 2018 AND 2017

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**SCHEDULE III**

**BALANCE SHEETS - PTMISEA**

	<u>2018</u>	<u>2017</u>
<b>ASSETS</b>		
Cash and investments	\$ 200,841	\$ 199,149
Interest receivable	546	390
Total Assets	<u>\$ 201,387</u>	<u>\$ 199,539</u>
<b>FUND BALANCE</b>		
Fund Balance		
Restricted	<u>\$ 201,387</u>	<u>\$ 199,539</u>

IMPERIAL COUNTY TRANSPORTATION COMMISSION  
STATE TRANSIT ASSISTANCE FUND

SCHEDULES OF SUPPLEMENTARY INFORMATION  
JUNE 30, 2018 AND 2017

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SCHEDULE IV

SCHEDULES OF REVENUES, EXPENDITURES AND CHANGES  
IN FUND BALANCES - PTMISEA

	<u>2018</u>	<u>2017</u>
<b>Schedule IV - Statements of Revenues, Expenditures and Changes in Fund Balances - PTMISEA</b>		
Revenues		
Interest income	\$ 1,848	\$ 1,887
Expenditures		
Buses - IVT-RIDE	<u>-</u>	<u>622,159</u>
Change in Fund Balance	1,848	(620,272)
Fund Balance Beginning, July 1	<u>199,539</u>	<u>819,811</u>
Fund Balance Ending, June 30	<u>\$ 201,387</u>	<u>\$ 199,539</u>

IMPERIAL COUNTY TRANSPORTATION COMMISSION  
STATE TRANSIT ASSISTANCE FUND

SCHEDULES OF SUPPLEMENTARY INFORMATION  
JUNE 30, 2018 AND 2017

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**SCHEDULE V**

**BALANCE SHEETS - CTSGP**

	<u>2018</u>	<u>2017</u>
<b>ASSETS</b>		
Cash and investments	\$ 479,055	\$ 268,913
Interest receivable	1,183	388
Total Assets	<u>\$ 480,238</u>	<u>\$ 269,301</u>
 <b>LIABILITIES AND FUND BALANCE</b>		
Liabilities		
Accounts payable	<u>\$ -</u>	<u>\$ 26,705</u>
Fund Balance		
Restricted	<u>480,238</u>	<u>242,596</u>
Total Liabilities and Fund Balance	<u>\$ 480,238</u>	<u>\$ 269,301</u>



IMPERIAL COUNTY TRANSPORTATION COMMISSION  
STATE TRANSIT ASSISTANCE FUND

SCHEDULES OF SUPPLEMENTARY INFORMATION  
JUNE 30, 2018 AND 2017

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SCHEDULE VI

SCHEDULES OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCES - CTSGP

	<u>2018</u>	<u>2017</u>
Revenues:		
CTSGP Funds	\$ 240,009	\$ 133,338
Interest income	3,449	1,081
Total Revenues	<u>243,458</u>	<u>134,419</u>
Expenditures:		
Security Cameras - CTSGP	<u>5,816</u>	<u>26,705</u>
Change in Fund Balance	237,642	107,714
Fund Balance Beginning, July 1	<u>242,596</u>	<u>134,882</u>
Fund Balance Ending, June 30	<u>\$ 480,238</u>	<u>\$ 242,596</u>

IMPERIAL COUNTY TRANSPORTATION COMMISSION  
STATE TRANSIT ASSISTANCE FUND

SCHEDULES OF SUPPLEMENTARY INFORMATION  
JUNE 30, 2018 AND 2017

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**SCHEDULE VII**

**BALANCE SHEETS - LCTOP**

	<u>2018</u>	<u>2017</u>
<b>ASSETS</b>		
Cash and investments	\$ 286,002	\$ 194,523
Interest receivable	<u>776</u>	<u>380</u>
 Total Assets	 <u>\$ 286,778</u>	 <u>\$ 194,903</u>
 <b>FUND BALANCE</b>		
Restricted	 <u>\$ 286,778</u>	 <u>\$ 194,903</u>

IMPERIAL COUNTY TRANSPORTATION COMMISSION  
STATE TRANSIT ASSISTANCE FUND

SCHEDULES OF SUPPLEMENTARY INFORMATION  
JUNE 30, 2018 AND 2017

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**SCHEDULE VIII**

**SCHEDULES OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCES - LCTOP**

	<u>2018</u>	<u>2017</u>
Revenues:		
LCTOP Funds	\$ 89,254	\$ -
Interest income	<u>2,621</u>	<u>1,420</u>
Total Revenues	<u>91,875</u>	<u>1,420</u>
 Change in Fund Balance	 91,875	 1,420
 Fund Balance Beginning, July 1	 <u>194,903</u>	 <u>193,483</u>
 Fund Balance Ending, June 30	 <u>\$ 286,778</u>	 <u>\$ 194,903</u>

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**IMPERIAL COUNTY  
TRANSPORTATION COMMISSION**

**Financial Report of the  
Transportation Development Act Fund (TDA)  
June 30, 2018 and 2017**

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Financial Report of the  
Transportation Development Act Fund (TDA)  
June 30, 2018 and 2017

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## INDEPENDENT AUDITORS' REPORT

To the Commission Board Members  
County of Imperial, California

### Report on the Financial Statements

We have audited the accompanying financial statements of the Transportation Development Act fund (TDA) of the Imperial County Transportation Commission as of and for the years ended June 30, 2018, and the related notes to the financial statements, which collectively comprise the basic financial statements, as listed in the table of contents.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting polices used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Transportation Development Act fund (TDA) of the Imperial County Transportation Commission as of June 30, 2018, and the respective changes in financial position thereof for the years then ended in accordance with accounting principles generally accepted in the United States of America.



**Emphasis of Matter**

As discussed in Note 1, the financial statements present only the TDA Fund and do not purport to, and do not present fairly the financial position of Imperial County Transportation Commission as of June 30, 2018, and the changes in its financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

**Other Matters**

*Other Information*

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the TDA fund’s basic financial statements. The accompanying supplementary information is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audits of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

*Prior-Year Comparative Information*

The financial statements include partial prior-year comparative information. Such information does not include all of the information required or sufficient detail to constitute a presentation in accordance with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the TDA Fund’s financial statements for the year ended June 30, 2017, from which such partial information was derived. The financial statements as of and for the year ended June 30, 2017 were audited by other auditors and their report dated March 31, 2018 expressed an unmodified opinion on the financial statements.

**Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued a report dated \_\_\_\_\_, 2019, on our consideration of the Imperial County Transportation Commission’s internal control over financial reporting of the TDA fund and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, the Transportation Development Act (TDA) Statutes and California Codes of Regulation (CCR) and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Imperial County Transportation Commission's internal control over financial reporting and compliance as it relates to the TDA fund.

San Diego, California  
\_\_\_\_\_, 2019

**IMPERIAL COUNTY TRANSPORTATION COMMISSION  
TRANSPORTATION DEVELOPMENT ACT FUND (TDA)**

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**BALANCE SHEETS  
JUNE 30, 2018 AND 2017**

	<u>2018</u>	<u>2017</u>
<b>ASSETS</b>		
Cash and investments	\$ 12,163,494	\$ 9,482,195
Accounts receivable	-	195,097
Interest receivable	30,511	19,307
Total Assets	<u>\$ 12,194,005</u>	<u>\$ 9,696,599</u>
<b>LIABILITIES AND FUND BALANCE</b>		
Liabilities		
Accounts payable	<u>\$ 1,856,739</u>	<u>\$ -</u>
Fund Balance		
Restricted	10,337,266	-
Assigned	-	8,397,785
Unassigned	-	1,298,814
Total Fund Balance	<u>10,337,266</u>	<u>9,696,599</u>
Total Liabilities and Fund Balance	<u>\$ 12,194,005</u>	<u>\$ 9,696,599</u>

The notes to the financial statements are an integral part of these statements.

**IMPERIAL COUNTY TRANSPORTATION COMMISSION  
TRANSPORTATION DEVELOPMENT ACT FUND (TDA)**

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**STATEMENTS OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE  
FOR THE FISCAL YEARS ENDED JUNE 30, 2018 AND 2017**

	2018	2017
Revenues		
Transportation Development Act	\$ 6,800,179	\$ 6,092,290
Interest income	91,479	62,958
Total Revenues	6,891,658	6,155,248
 Expenditures		
Current:		
City of Brawley	117,674	87,422
City of Calexico	75,546	-
City of Calipatria	-	13,773
City of El Centro	124,556	126,085
City of Holtville	-	16,330
City of Imperial	49,682	-
City of Westmorland	-	-
County of Imperial	45,552	47,528
ICTC	4,254,782	5,008,726
Capital outlay	2,186,739	-
Total Expenditures	6,854,531	5,299,864
Change in Fund Balance	37,127	855,384
Fund Balance Beginning as restated	10,300,139	8,841,215
Fund Balance Ending	\$ 10,337,266	\$ 9,696,599

The notes to the financial statements are an integral part of these statements.

IMPERIAL COUNTY TRANSPORTATION COMMISSION  
TRANSPORTATION DEVELOPMENT ACT FUND (TDA)

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NOTES TO FINANCIAL STATEMENTS  
JUNE 30, 2018 AND 2017

**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**A. *Financial Reporting Entity***

The Imperial County Transportation Commission (ICTC) Transportation Development Act fund was established by ICTC in order to administer funds derived from  $\frac{1}{4}$  cent of the local general sales tax collected statewide. The State Board of Equalization returns the  $\frac{1}{4}$  cent to each county according to the amount of the tax collected. Disbursements from the TDA fund are made to the County of Imperial and the cities located within the County for eligible projects.

The financial statements are intended to reflect the financial position and changes in financial position of the TDA fund of ICTC only. Accordingly, the financial statements do not purport to, and do not, present fairly the financial position of ICTC, as of June 30, 2018, and the changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

**B. *Basis of Accounting***

*Governmental Fund Financial Statements*

*Fund Accounting*

The accounts of ICTC are organized on the basis of funds. A fund is defined as an independent fiscal and accounting entity wherein operations of each fund are accounted for in a separate set of self-balancing accounts that record resources, related benefits, and equity, segregated for the purpose of carrying out specific activities. ICTC accounts for the TDA activities within its TDA Special Revenue Fund.

Special revenue funds are used to account for the proceeds of revenue sources that are restricted or committed to expenditure for specified purposes.

*Measurement Focus and Basis of Accounting*

The special revenue funds of ICTC are accounted for using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collected within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, revenues are available if they are collected within 60 days of the end of the fiscal period. Expenditures generally are recorded when a liability is incurred. Operating statements of governmental funds present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current resources.

**C. *Use of Estimates***

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures at the date of the financial statements and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

IMPERIAL COUNTY TRANSPORTATION COMMISSION  
TRANSPORTATION DEVELOPMENT ACT FUND (TDA)

NOTES TO FINANCIAL STATEMENTS  
JUNE 30, 2018 AND 2017

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**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

***D. Fund Balances***

Fund balance is reported according to the following classifications: nonspendable, restricted, committed, assigned, and unassigned based on the relative strength of the constraints that control how specific amounts can be spent.

Restricted fund balance represents amounts that can be spent only for specific purposes because of constraints that are externally imposed by creditors, grantors, contributors, or the laws or regulations of other governments.

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available, the ICTC considers restricted funds to have been spent first.

The TDA fund distributes funds according to the annual regional ICTC Overall Work Plan & Budget and in accordance with the annual disbursements schedule adopted each year by ICTC. Any monies allocated and assigned in the fund and not authorized for payment within three years after the date of allocation shall cease to be allocated or assigned and shall become and be treated as an unallocated apportionment retained in the fund in accordance with Section 6655.1. Also, allocations for benches and shades made in accordance with PUC Code Section 99400(e) do not carryover, and lapse if not claimed in the year allocated. The TDA Fund reports fund balance as restricted.

***E. Cash and Investments***

The County of Imperial's Auditor-Controller's office acts as a trustee for the funds received and disbursed. Cash and investments are held in the County investment pool to facilitate cash management and maximize investment opportunities and yields. Investment income resulting from this pooling is allocated to the respective funds including the TDA fund average cash balance. The investment policies and the risks related to cash and investments, applicable to the TDA fund, are those of the County investment pool and are disclosed in the County's basic financial statements. The County's basic financial statements can be obtained at the County Administrative Office.

The TDA fund's cash and investments are reported at fair value. The fair value measurements are based on the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs. The TDA fund's deposits and withdrawals in the County Investment Pool are made on the basis of \$1 and not fair value. Accordingly, the TDA fund's investment in the County Investment Pool is measured based on uncategorized inputs not defined as Level 1, Level 2, or Level 3.

***F. Prior-Year Data***

Selected information regarding the prior year has been included in the accompanying financial statements. This information has been included for comparison purposes only and does not represent a complete presentation in accordance with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the TDA's prior year financial statements, from which this selected financial data was derived.

IMPERIAL COUNTY TRANSPORTATION COMMISSION  
TRANSPORTATION DEVELOPMENT ACT FUND (TDA)

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NOTES TO FINANCIAL STATEMENTS  
JUNE 30, 2018 AND 2017

**NOTE 2 – ACCOUNTS PAYABLE**

At June 30, 2018, accounts payable of \$1,856,739 represents amounts being charged to the TDA fund for bus fleet replacement.

**NOTE 3 – BUDGETED EXPENDITURES**

The TDA distributes funds in accordance with the annual disbursements schedule and according to the annual regional ICTC Overall Work Plan & Budget adopted each year by ICTC. Any variance is due to cities not spending their current year's budgeted appropriations or spending prior year's appropriations in the current year.

**NOTE 4 – PRIOR PERIOD ADJUSTMENT**

During the year, resources previously unrecognized in the TDA Fund were identified. The beginning fund balance was adjusted accordingly. The impact to the beginning balances was as follows:

Fund balance as previously reported	\$ 9,696,599
Accumulated resources previously unrecognized	603,540
Fund balance as restated	<u>\$ 10,300,139</u>



**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING  
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF  
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE  
WITH GOVERNMENT AUDITING STANDARDS**

To the Commission Board Members  
County of Imperial, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Transportation Development Act fund (TDA) of the Imperial County Transportation Commission as of and for the year ended June 30, 2018, and the related notes to the financial statements, which collectively comprise the Transportation Development Act fund (TDA) of the Imperial County Transportation Commission's financial statements, and have issued our report thereon dated \_\_\_\_\_, 2019.

**Internal Control Over Financial Reporting**

In planning and performing our audits of the financial statements, we considered the Imperial County Transportation Commission's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Imperial County Transportation Commission's internal control. Accordingly, we do not express an opinion on the effectiveness of the Imperial County Transportation Commission's internal control.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charge with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. We did identify a certain deficiency in internal control, described in the accompanying schedule of finding and response as item 2018-001 that we consider to be a significant deficiency.

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## **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the Transportation Development Act fund (TDA) of the Imperial County Transportation Commission's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, the Transportation Development Act (TDA) Statutes and the California Code of Regulation Section 6661, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

## **Management's Response to Findings**

Imperial County Transportation Commission's response to the finding identified in our audit is described in the accompanying schedule of findings and questioned costs. Imperial County Transportation Commission's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

## **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Imperial County Transportation Commission's internal control or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the Imperial County Transportation Commission's internal control and compliance as it relates to the TDA Fund. Accordingly, this communication is not suitable for any other purpose.

San Diego, California  
\_\_\_\_\_, 2019

**IMPERIAL COUNTY TRANSPORTATION COMMISSION  
TRANSPORTATION DEVELOPMENT ACT FUND (TDA)**

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**SCHEDULE OF FINDING AND RESPONSE  
JUNE 30, 2018**

**Finding 2018-001**

**YEAR-END CUTOFF**

**Criteria:**

In order to fairly present year-end financial statements, management must perform a year-end closing process to accumulate, reconcile, and summarize information for inclusion. The closing process should include the review of balances for proper cutoff.

**Condition:**

During our audit, resources previously unrecognized in the TDA Fund were identified and the beginning equity balances were restated accordingly.

**Context:**

The condition noted above was identified during testing over various accounts and balances.

**Effect:**

Adjustments were necessary to fairly present the financial statements.

**Cause:**

The year-end closing process was not complete.

**Recommendation:**

We recommend that ICTC enhance its year-end closing process. This can be accomplished through a comprehensive closing checklist. The checklist should list each task, the person responsible for its completion, and the date the task should be completed.

**View of Responsible Officials and Planned Corrective Action:**

ICTC staff will research additional resources, obtain tools, i.e., checklists and templates, in order to ensure that the year-end close is completed as required. ICTC staff will create documentation to track year end transactions.

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**SUPPLEMENTARY INFORMATION**

**IMPERIAL COUNTY TRANSPORTATION COMMISSION  
TRANSPORTATION DEVELOPMENT ACT FUND (TPA)**

**SCHEDULE OF ALLOCATIONS AND DISBURSEMENTS  
FOR THE FISCAL YEAR ENDED JUNE 30, 2018**

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<u>ALLOCATIONS</u>	<u>PUC Section</u>	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
<u>City of Brawley</u>				
Bicycles	99233.3	\$ 25,393	\$ -	\$ 25,393
Benches and Shades	99400(e)	178,882	117,674	61,208
Total		<u>204,275</u>	<u>117,674</u>	<u>-</u>
<u>City of Calexico</u>				
Bicycles	99233.3	33,486	33,444	42
Benches and Shades	99400(e)	42,102	42,102	-
Total		<u>75,588</u>	<u>75,546</u>	<u>42</u>
<u>City of Calipatria</u>				
Bicycles	99233.3	12,126	-	12,126
Benches and Shades	99400(e)	1,548	-	1,548
Total		<u>13,674</u>	<u>-</u>	<u>-</u>
<u>City of El Centro</u>				
Bicycles	99233.3	35,782	35,782	-
Benches and Shades	99400(e)	88,774	88,774	-
Total		<u>124,556</u>	<u>124,556</u>	<u>-</u>
<u>City of Holtville</u>				
Bicycles	99233.3	13,600	-	13,600
Benches and Shades	99400(e)	2,620	-	2,620
Total		<u>16,220</u>	<u>-</u>	<u>-</u>
<u>City of Imperial</u>				
Bicycles	99233.3	20,717	41,879	(21,162)
Benches and Shades	99400(e)	7,803	7,803	-
Total		<u>28,520</u>	<u>49,682</u>	<u>(21,162)</u>
<u>City of Westmorland</u>				
Bicycles	99233.3	11,364	-	11,364
Benches and Shades	99400(e)	964	-	964
Total		<u>12,328</u>	<u>-</u>	<u>12,328</u>
<u>County of Imperial</u>				
Bicycles	99233.3	30,572	30,572	-
Benches and Shades	99400(e)	14,980	14,980	-
Total		<u>45,552</u>	<u>45,552</u>	<u>-</u>
<u>ICTC</u>				
SB 325 - IVT-RIDE	99400(c)	1,314,661	1,314,661	-
SB 325 - County Wide Transit	99400(c)	1,687,480	1,687,480	-
SB 325 - Quechan Tribe/YCAT	99400(c)	138,709	138,709	-
SB 325 - ICTC Admin	92233.1	716,062	716,062	-
SB 325 - ICTC Planning	99400(a)	397,870	397,870	-
Total		<u>4,254,782</u>	<u>4,254,782</u>	<u>-</u>

# VII. INFORMATION CALENDAR

## VII. INFORMATION CALENDAR

### A. RESTROOMS AT EL CENTRO TRANSFER TERMINLA



June 19, 2019

Mark Baza  
Imperial County Transportation Commission  
1503 N. Imperial Avenue, Suite 104  
El Centro, CA 92243

**RE: Restrooms at El Centro Transfer Terminal**

The City of El Centro, in collaboration with the Imperial County Transportation Commission works to provide transit services within El Centro. The El Centro Bus Transfer Terminal is also used for bus riders to connect to other routes outside of the City.

The Bus Transfer Terminal is a state of the art facility and was constructed using high quality construction materials. However, in recent years there has been an increase in vagrants at the facility who destroy and have no respect for public property. These individuals have vandalized the facility and used the restrooms for illicit activities, including drug use, sale of drugs, amongst many others.

Security is currently onsite at the Bus Transfer Terminal and they have suggested that a token operated restroom security lock be installed at the subject facility. This token security lock would ensure bus riders are using the restrooms for the purpose they were intended and not for illicit activities. We are open to discuss other potential alternatives with ICTC staff. We would also like to discuss the possibility of remodeling the restrooms to gender neutral.

We respectfully request, if needed, that this item be considered and added at the July 2019 Management Committee Agenda.

Respectfully submitted,

Marcela Piedra  
City Manager

CC: Adriana Nava, Community Services Director  
Abraham Campos, Director of Public Works

***Office of the City Manager***

***1275 Main Street, El Centro, CA 92243 (760) 337-4540 Fax (760) 352-6177***