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EL CENTRO, CA 92243-2875
PHONE: (760) 592-4494
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MANAGEMENT COMMITTEE

**REMOTE PARTICIPATION ONLY
Wednesday, May 13, 2020
10:30 A.M.**

CHAIR: MARCELA PIEDRA

VICE CHAIR: ROSANNA BAYON MOORE

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.

To participate on your computer via Zoom Meeting

<https://zoom.us/j/92761361455?pwd=ZWUxaTJDaUpBM3pjVFBBGRlVMemp5UT09>

To participate by phone:

1 (669) 900-9128

Meeting ID: 927 6136 1455

Password: 010428

I. CALL TO ORDER AND ROLL CALL

II. EMERGENCY ITEMS

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

III. PUBLIC COMMENTS

Given recent public health directives limiting public gatherings due to the threat of COVID-19 and in compliance with the Governor's Order N-29-20, the meeting will be held telephonically and electronically.

If members of the public wish to review the attachments or have any questions on any agenda item, please contact Cristi Lerma at 760-592-4494 or via email at cristilerma@imperialctc.org. Agenda and minutes are also available at: <http://www.imperialctc.org/meetings-&-agendas/management-committee/>.

If any member of the public wishes to address the Committee, their comments should not 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. APPROVAL OF THE ICTC CONSENT CALENDAR

Approval of the consent calendar is recommended by the Executive Director

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

- A. Approval of Management Committee Draft Minutes: February 12, 2020 Pages 5-18
- B. Receive and File:
 - 1. ICTC Commission Minutes: February 26, 2020
 - 2. ICTC TAC Minutes: April 23, 2020
 - 3. ICTC SSTAC Minutes: March 4, 2020

V. APPROVAL OF THE IVRMA CONSENT CALENDAR

Approval of the consent calendar is recommended by the Executive Director Page 19 - 100

- A. FY 2020-21 CR&R Inc. Agreement – First Modification Page 20

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

- 1. Authorize the Chairman to sign the tire hauling Agreement with the firm of *CR&R Incorporated* for FY July 1, 2020 through June 30, 2021.

- B. FY 2020-21 RAMZA Inc. Agreement – First Modification Page 43

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

- 1. Authorize the Chairman to sign the waste tire collection and hauling services Agreement with the firm of *Ramza, Inc.* for FY July 1, 2020 through June 30, 2021.

- C. FY 2020-21 Rubbery Recovery Inc., A California Cooperation Agreement – First Modification Page 67

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

- 1. Authorize the Chairman to sign the waste tire collection and hauling services Agreement with the firm of *Rubber Recovery, Inc.* for FY July 1, 2020 through June 30, 2021.
- 2. Approve the increase of \$88.00 per ton to \$95.00 per ton.

- D. FY 2020-21 Secure E-Waste Solutions (SES) Agreement – First Modification Page 77

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

- 1. Authorize the Chairman to sign the Agreement for compliant recycling and disposition of e-waste with *Secure E-Waste Solutions (SES)* for FY July 1, 2020 through June 30, 2021.

- E. FY 2020-21 Stericycle Environmental Solutions Inc. Agreement – Fourth Modification Page 89

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

- 1. Authorize the Chairman to sign the hazardous waste disposal Agreement with the firm of *Stericycle Environmental Solutions, Inc.* for FY July 1, 2020 through June 30, 2021.
- 2. Approve the increase from \$56,938.00 to \$64,872.24 annually.

VI. REPORTS

- A. ICTC/LTA Executive Director
 - See attached Executive Director Report(s) Page 102

- B. Southern California Association of Governments
 - See attached report Page 110
- C. California Department of Transportation – District 11
 - See attached report Page 122
- D. Committee Member Reports

VII. ACTION CALENDAR

- A. FY 2020-21 & FY 2021-22 STIP/RTIP Consultant Agreement: *COH and Associates, Inc.* Page 132

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

1. Authorize the Chairman to sign the STIP/RTIP Consultant Agreement with the firm of *COH and Associates* for the not to exceed fee of \$50,000.00 effective July 1, 2020 through June 30, 2022.

- B. Unmet Transit Needs Public Hearing Process - Fiscal Year 2020-21 Page 152

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

1. Adopt the FY 2020-21 “Findings” and the prioritized 2020 ICTC Unmet Transit Needs List as presented or amended, after a review of the SSTAC response.
2. Authorize the Chairman to sign the attached resolution.
3. Direct staff to forward the FY 2020-21 “Findings”, and all other public hearing documentation and resolution to the State Department of Transportation.

VIII. INFORMATIONAL CALENDAR

- A. FY 2020-21 Overall Work Program and Budget Workshop
May 27, 2020, 4 p.m.

IX. NEXT MEETING DATE AND PLACE

- A. The next meeting of the Management Committee will be on **Wednesday, June 10, 2020 at 10:30 a.m.**, via Zoom Meeting at the ICTC Offices at 1503 N. Imperial Ave., Suite 104, El Centro, CA 92243.

X. ADJOURNMENT

- A. Motion to Adjourn

IV. CONSENT CALENDAR **IV. CONSENT CALENDAR**

- A. Approval of Management Committee Draft Minutes:
 - February 12, 2020
- B. Receive and File:
 - 1. ICTC Commission Minutes:
 - February 26, 2020
 - 2. ICTC TAC Minutes:
 - April 23, 2020
 - 3. ICTC SSTAC Minutes:
 - March 4, 2020

**IMPERIAL COUNTY TRANSPORTATION COMMISSION
MANAGEMENT COMMITTEE
DRAFT MINUTES OF February 12, 2020
10:30 a.m.**

VOTING MEMBERS PRESENT:

City of Brawley	Rosanna Bayon Moore
City of Calipatria	Rom Medina
City of Calexico	David Dale
City of El Centro	Marcela Piedra
City of Holtville	Nick Wells
City of Imperial	Alexis Brown
County of Imperial	Tony Rouhotas

STAFF PRESENT: David Aguirre, Virginia Mendoza, Cristi Lerma

OTHERS PRESENT: David Salgado: SCAG; Jose Ornelas, Beth Landrum, Vanessa De La Rosa: Caltrans; Liz Zarate: City of El Centro

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, February 12, 2020 together with staff reports and related documents attached thereto and incorporated therein by reference.

I. CALL TO ORDER AND ROLL CALL

Chair Piedra called the Committee meeting to order at 10:37 a.m. Roll call was taken at 11:09 a.m. and a quorum was present.

II. EMERGENCY ITEMS

A. There were none.

III. PUBLIC COMMENTS

There were none.

IV. CONSENT ITEMS

A motion was made by [Wells](#) seconded by [Medina](#) to approve the consent calendar as presented, **Motion carried unanimously.**

- A. Approved Management Committee Minutes for January 8, 2020
- B. Received and Filed:
 - 1. ICTC SSTAC Draft Minutes for January 9, 2020

V. REPORTS

- A. ICTC Executive Director
 - Mr. Aguirre had the following updates:
 - Regarding the Federal Triennial Review, policy changes are all procedural and will be updated internally.
 - Ms. Mendoza had the following updates:

- SR-78/Glamis Multiuse Grade Separated Crossing Feasibility Study had a public outreach event on January 18, 2019 in Glamis during Glamis clean-up day. Several stakeholders including the American Sand Association have provided input on the project. The goal of the project is to determine where the grade separated crossing will be located, funding and who will be the lead agency. Ms. Mendoza also stated that currently the consultant is reviewing surveys, they received 4,021.
- The 2020 Border Master Plan will be an item for discussion at the next IMBA meeting on March 12, 2020 at the ICTC Offices.
- The consultant is conducting data collection from project stakeholders for the Regional Climate Action Plan.
- Caltrans Local Assistance will be at the ICTC offices doing one-on-ones with local agencies, and for a Federal Aid Training.
- A report with additional updates can be found on page 11 of the agenda.

B. Southern California Association of Governments (SCAG)

Mr. Salgado had the following updates:

- Adoption of the Final Connect SOCAL Plan is planned for April with ratification at the General Assembly in May.
- Registration is now open for the SCAG General Assembly. It is scheduled for May 6-8, 2020. Please select your delegates and alternates.
- ATP Cycle 5 guidelines have been released with \$440 million available. Mr. Salgado is willing to assist with any questions. Ms. Mendoza stated that Cory Wilkinson from SCAG is willing to come to Imperial County to hold a workshop in March and will coincide with the final draft guidelines approval. SCAG's regional share is a potential \$900K. Also, bundled projects will be more successful.
- Mr. Rouhotas inquired about the Aerial Imagery Project. He stated that he had originally asked SCAG for the funds dedicated to Imperial County to be given to the region to use as needed.

C. Caltrans Department of Transportation – District 11

Ms. Landrum had the following updates:

- The contract for I-8/Imperial Interchange Project has been awarded to Granite Construction. Construction is scheduled to begin in April. Construction Management will be done by Kleinfelder. Closures will begin end of April or early May. Outreach will also begin soon. A web page dedicated to this project will be on the Caltrans site at <https://dot.ca.gov/caltrans-near-me/district-11/current-projects/i8-imp-interchange>.
- Caltrans has a new air quality liaison for project conformity and emission studies.

D. Committee Member Reports

- There were no updates.

VI. ACTION CALENDAR

A. Imperial County Transportation Commission (ICTC) resolution for Federal Fiscal Year (FFY) 2020/2021 – 2025/2026 Federal Transportation Improvement Program

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

1. Authorize the Chairman to sign the resolution that certifies funding has been identified for the projects in the FFY 2020/2021 - 2025/2026 FTIP and affirms our commitment to implement all projects in the program.

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

VII. INFORMATION CALENDAR

A. Presentation on the Caltrans District 11 Active Transportation Plan Development

Ms. De La Rosa gave a presentation regarding the Active Transportation Plan development in District 11. The project overview is to have a state bicycle and pedestrian plan implemented throughout all of California by 2040. District 11 priorities are to identify location-based needs on the Caltrans right-of-way, and develop a methodology for analyzing performance measures. The deliverables of the plan will include the following:

- A geospatial active transportation tool
- A prioritized list of location-based needs
- An existing condition reports
- And a final plan

Public engagement opportunities will include a map-based survey, public outreach and a CAT Working Group. The role of the working group will be to share perspective, technical skills and community-based knowledge; participate in identifying and prioritizing bike and ped improvements provide feedback; and, inform and update networks and community groups.

Ms. De La Rosa give a more in-depth presentation at the ICTC TAC meeting later in February. A draft plan is expected by the end of 2021.

B. Staff Update to the Unmet Transit Needs Outreach

Mr. Aguirre had the following update:

The UTN Hearing is scheduled for March 4th, 2020 at 3 p.m. at the County of Imperial Board Chambers, 940 W. Main St. in El Centro. Several other outreach opportunities were also scheduled specifically in the North-end of Imperial County. This will allow more opportunity for transit users that are not able to attend the hearing to submit their comments for the record. Other outreach opportunities are as follows:

- January 27, 2020 – Calipatria North-end Advisory Meeting, 6 p.m.
- February 3, 2020 – Westshores Council Meeting, 6 p.m.
- February 24, 2020 – Brawley Council Chambers, 3 p.m.
- February 24, 2020 – Bombay Beach North-end Advisory Meeting, 6 p.m.

VIII. NEXT MEETING DATE AND PLACE

The next meeting of the **Management Committee** is scheduled for **March 11, 2020** at the **City of Brawley**, Brawley, Ca.

IX. ADJOURNMENT

A. Meeting adjourned at 11:09 a.m.

IMPERIAL COUNTY TRANSPORTATION COMMISSION

DRAFT MINUTES FOR JANUARY 29, 2020

6:00 p.m.

VOTING MEMBERS PRESENT:

City of Brawley	George Nava - Chairman
City of Calipatria	Maria Nava-Froelich
City of El Centro	Jason Jackson (alt.)
City of Holtville	James Predmore
County of Imperial	Luis Plancarte
County of Imperial	Ryan Kelley

NON-VOTING MEMBERS PRESENT: Caltrans District 11 Ann Fox

STAFF PRESENT: Mark Baza, David Aguirre Cristi Lerma, Virginia Mendoza, Eric Havens (Counsel)

OTHERS PRESENT: David Salgado: SCAG; Erwin Gojuangco, Jose Ornelas: Caltrans

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, January 29, 2020 together with staff reports and related documents attached thereto and incorporated therein by reference.

I. CALL TO ORDER AND ROLL CALL

[Chair Nava](#) called the Commission meeting to order at 6:02 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

A motion was made by [Predmore](#) and seconded by [Nava-Froelich](#) to approve the consent calendar as presented; **Motion carried.**

- A. Approval of the ICTC Commission Draft Minutes: December 11, 2019
- B. Receive and File:
 - 1. ICTC Management Committee Draft Minutes: December 11, 2019
 - 2. ICTC SSTAC Minutes: December 4, 2019
 - 3. ICTC Draft TAC Minutes: December 12, 2019
- C. Application for Federal Transit Administration (FTA) Section 5311 Program Funds, FY 2019-20
 - 1. Authorized the Chairman to sign the resolution authorizing the Executive Director to sign the FTA 5311 FY 2019-20 grant application with all supporting documentation
 - 2. Directed staff to submit the application to Caltrans
- D. Federal Transit Administration (FTA) Title VI Program for Federal Transit funds
 - 1. Approved the Imperial County Transportation Commission Title VI Plan

V. REPORTS

- A. ICTC Executive Director
- Mr. Baza gave a brief update regarding the SR-78/Glamis Multiuse Grade Separated Crossing Feasibility Study. He stated the project is fully underway and a public outreach event was held on January 18, 2019 in Glamis during Glamis clean-up day. An estimated 100 people attended the event. An online survey is also available from January 1-31, 2020, an estimated 2400 have responded to the survey thus far. He stated that the goal of the project is to determine where the grade separated crossing will be located, funding and who will be the lead agency.
 - A full list of updates and announcements can be found on page 69 of the agenda.
- B. Southern California Association of Governments (SCAG)
- Mr. Salgado informed the Commission about the deadline for the 2020 SCAG Sustainability awards. He encouraged agencies to submit their projects. The deadline is February 6, 2020.
 - Mr. Salgado thanked all for coming out to the League dinner, where Mr. Ajise, SCAG Executive Director, presented SoCal Connect.
 - A full list of updates and announcements can be found on page 80 of the agenda.
- C. California Department of Transportation (Caltrans)
- Ms. Fox stated that the I-8/Imperial Avenue interchange replacement project is expected to begin construction in April 2020. The contract was awarded to Granite construction.
 - Ms. Fox also stated that California State Transportation Agency Secretary, David Kim, participated in the planning efforts of the Transportation Leadership Forum.
 - A full list of updates and announcements can be found on page 83 of the agenda.
- D. Commission Member Reports
- Commissioners had various announcements regarding events occurring in their jurisdictions.

VI. ACTION CALENDER

- A. Rotation of Chair and Vice Chair positions

A motion was made by [Nava-Froelich](#) and seconded by [Jackson](#) to appoint George Nava as the Chairman of ICTC for 2020, **Motion Carried unanimously.**

A motion was made by [Nava-Froelich](#) and seconded by [Predmore](#) to appoint Cheryl Viegas-Walker as the Vice-Chair of ICTC for 2020, **Motion Carried unanimously.**

- B. Unmet Transit Needs Public Hearing - for Fiscal Year 2020-21

The Commission stated that more outreach in the north-end would be beneficial to those individuals who can not travel to El Centro. Staff stated that an effort to conduct outreach will be made. More information regarding those efforts will be provided at a later time.

The ICTC Management Committee met on January 8, 2019 and forwarded this item to the Commission for their review and approval after public comment, if any:

1. Appointed the Unmet Transit Needs Hearing Panel:
Maria Nava-Froelich, City of Calipatria
Ryan Kelley, County of Imperial

Luis Plancarte, County of Imperial
George Nava, City of Brawley
Lewis Pacheco, City of Calexico
Jason Jackson, City of El Centro – alternate
Robert Amparano, City of Imperial – alternate

2. Selected a Public Hearing date of March 4, 2020 at 3 p.m. at the County of Imperial Board Chambers
3. Directed staff to conduct the administrative arrangements.

VII. CLOSED SESSION

- A. Motion to Adjourn to Closed Session at 6:55 p.m.
- B. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of litigation (1 matter) (Government Code § 54956.9(d)(4))
- C. Announcement of Closed Session Action(s) – *The Commission met in closed session regarding CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Initiation of litigation (1 matter) (Government Code § 54956.9(d)(4)), direction was given, and no reportable action was taken.*

VIII. NEXT MEETING DATE AND PLACE

- A. The next meeting of the **Imperial County Transportation Commission** will be held on **February 26, 2020 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 7:01 p.m.



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TECHNICAL ADVISORY COMMITTEE
DRAFT MINUTES

April 23, 2020

Present:

Gordon Gaste	City of Brawley
Guillermo Sillas	City of Brawley
Lily Falomir	City of Calexico
Victor Garcia	City of Calipatria (Holt Group)
Abraham Campos	City of El Centro
Veronica Atondo	County of Imperial
Jesus Villegas	City of Imperial
Joel Hamby	City of Westmorland

Others:

Virginia Mendoza	ICTC
Marlene Flores	ICTC
David Salgado	SCAG
Andres Miramontez	City of Brawley
Felix DeLeon	City of El Centro
Javier Luna	City of El Centro
Angel Hernandez	City of El Centro
Christian Rodriguez	City of El Centro
Isabel Garcia	City of Imperial
Beth Landrum	Caltrans
Ben Guerrero	Caltrans
Jose Ornelas	Caltrans
Kevin Hovey	Caltrans
Monica Soucier	Imperial County Air Pollution Control District

Due to the COVID-19 and Executive Order N-25-20, teleconferencing is recommended for the public, however measures will be taken to have access for those who wish to participate in person while still abiding by local, state and federal mandates. Following is teleconference information.

The meeting was called to order at 10:09 a.m. A quorum was present, and introductions were made. There were no public comments made.

1. Introductions

- 2. Southern California Association of Governments (SCAG) Active Transportation Program:**
(Presented by Cory Wilkerson, Active Transportation Program Manager II)
- Mr. Wilkerson provided a quick update on the Active Transportations Program. On March 25, 2020, the California Transportation Commission (CTC) adopted program guidelines and announced the 2021 ATP Call for Projects. Applications are due on June 15, 2020.
 - Mr. Wilkerson has worked on several grants and he is familiar with ATP grants and he wants to provide us with his expertise.
 - The 2021 ATP will award over \$400m through a four-year cycle starting in fiscal year 2021/22. ATP funds are awarded through call for proposals issued by the California Transportation Commission and SCAG.
 - SCAG adopted the Cycle 5 Regional ATP Guidelines on April 2, 2020 and anticipates issuing a supplemental Call for Projects in September through the Sustainable Communities Program (SCP). The SCP Call for Projects will be open to specific types of Planning and Non-Infrastructure Projects ONLY.
 - Mr. Wilkerson mentioned how ATP funding is awarded to projects in the SCAG region through two funding programs: The Statewide ATP and SCAG’s Regional ATP. The statewide guidelines and regional guidelines provide direction on project selection for each of the respective programs.
 - Please note: there is a consolidated Call for Projects for both funding programs issued by the California Transportation Commission in Spring of every even year to solicit applications for all eligible project types. In addition, SCAG issues a supplemental Call for Projects, in coordination with the SCAG Sustainable Communities Program in the Fall of every even year, for specific types of Planning and Non-Infrastructure Projects ONLY that implement regional priorities and expand the reach of regional programs. Basically, we have 3 opportunities to get funds.
- 3. A motion** was made to adopt the minutes for February 27, 2020 (**Falomir/ Gaste**) **Motion Carried.**
- 4. ICTC Updates / Announcements**
(Presented by ICTC Staff)
- a. **Transit Planning Updates-** Ms. Mendoza provided a brief update on the transit side. Based on the current events surrounding the COVID-19 Pandemic, ICTC is implementing a reduction in service for its fixed route services. Services effected include Imperial Valley Transit (IVT), IVT Blue Line, IVT Green Line and IVT Gold Line.
 - b. **Transportation Planning Updates (by Virginia Mendoza):**
 - **Regional Climate Action Plan (CAP)-** Ms. Mendoza provided an update on the CAP. Due to recent COVID-19 state-wide shelter in place, ICTC is shifting our Community Outreach and Stakeholders meeting to a more virtual approach (website, online community surveys, social media). In regards to the Data Inventory, all local agencies have provided information for the data collection and ICTC would like to say thank you to all local agencies for your collaboration.
 - c. **FFY 2019-20 Programmed Project Updates: (by Virginia Mendoza)** Update on State and Federal funding obligations. A complete list of programmed projects was provided as an attachment to the agenda. Each agency provided an update on the current status of each project.
 - **Imperial Mexicali Binational Alliance Meeting-** The next IMBA meeting is scheduled for May 14, 2020 due to COVID-19 the meeting will be held via Zoom until further notice.
 - **SR-78/Glamis Multiuse Grade Separated Crossing Feasibility Study-**

Currently the consultant team is conducting an analysis of the alternatives and the next technical working group meeting is scheduled for May 14, 2020.

d. LTA Updates 2012 and 2018 (by Virginia Mendoza):

- 2012 LTA Bond- City of Brawley still has a balance on their respective 2012 LTA Bond account of (\$668,871).
- 2018 LTA Bond- The City of Holtville already utilize all their 2018 LTA money and City of Calexico (\$8,019,678) and City of Calipatria (\$1,396,017).

5. SCAG Updates / Announcements (by David Salgado)

- **Connect SOCAL Plan:** SCAG is focused on the approval of the Connect SOCAL Plan at the upcoming Regional Council May 7th meeting. Mr. Salgado also mentioned the first RC meeting since the onset of the COVID-19 situation so expect some good information to be provided regarding SCAG's future initiatives and potential to aid members in our info items of the agenda. Mr. Salgado will send out the agenda and highlight any topics of importance once it's released.
- **ATP-** Mr. Salgado mentioned how SCAG has been proactive with the planning and supporting projects, if there are any questions, as Cory Wilkenson mentioned, feel free to ask Mr. Salgado as well.
- **Sustainability Grant Program:** Sustainability Grant Program in the coming months. The program will be released in 3 parts with the first to be ATP and subsequent focuses on housing and sustainability type projects for award.
- **Local Community Engagement and Safety Mini-Grants:** Sustainability Mini-Grants aim to build street level community resiliency and increase the safety of vulnerable street users. SCAG will award up to \$10,000 to selected projects and strategies, which shall all be implemented between May 2020 and July 31, 2020. Guidelines and Application can be found at the <http://gohumansocal.org/Pages/Mini-Grants.aspx> website. Community-based organizations, non-profits, artists, students, and creators may apply for a Mini-Grant. Funding is available to recipients across the SCAG region, and the deadline for applications is May 14, 2020 at 5:00 PM.

6. Cities and County Planning / Public Works Updates:

- Local agencies gave an update on their local projects in progress.

7. Caltrans Updates / Announcements (By: Ben Guerrero and Beth Landrum)

Local Assistance: Mr. Guerrero provided updates on local assistance.

New Time Extensions- All new time extension requests from now until December 2020 will need to complete both forms Exhibit 22B and Time Extension Amendment Request (related to Covid-19).

Time Extension- Timely Use of Funds-
Process:

- Local Agency submits LAPG 22-B.
- Local Agency to provide succinct reason why time extension is being requested (What was the delay? How long is/was the delay? What did the Local Agency do about it?) (COVID-19).
- Necessary Signatures: Local Agency, DLAE, MPO (only if MPO selected project).
- Email package to timely.use.of.funds@dot.ca.gov and email to DLAE

Inactive Projects- As of March 27, 2020, the INACTIVE and FUTURE Inactive list was updated. An invoice is not cleared from either "Inactive" or "Future Inactive" lists until paid

by the State Controller's Office. Provided local agencies adhere to the format described in Chapter 5 of the Local Assistance Procedures Manual (LAPM), invoices typically are paid by check within 60 days of receipt (or 50 days if paid through Electronic Funds Transfer).

Active Transportation Program (ATP) Cycle 5- The California Transportation Commission call for Active Transportation Program (ATP) projects began March 25, 2020. The deadline is June 15, 2020. The program schedule will be reevaluated, and an amended schedule will be presented at the May 2020 Commission meeting for approval.

Quality Assurance Program (QAP)- A quick reminder, City of Calexico, City of El Centro and City of Westmorland need to renew the QAP if federal funds are anticipated for future projects. A list with specific dates for each agency was provided. An updated QAP package must be submitted as soon as possible to the Local Area Engineer, Ben Guerrero.

2020 Updates- Local Assistance Procedures Manual and Program Guidelines- Updates to the LAPM and LAPG have been documented in Local Programs Procedures and can be viewed on the website.

Preparation Schedule for California Transportation Commission (CTC)-Mr. Guerrero provided the schedule with deadlines to send allocation request packages for CTC approval. Please review the preceding schedule of deadlines to send allocation request packages for California Transportation Commission (CTC) approval by the June 2020 CTC meeting. All documents must be received by the Caltrans District 11 Office at least two months prior to the preferred CTC meeting date. Friday, April 24, 2020 is the next deadline (for the meeting in June 2020). This meeting is a final opportunity to request any CTC action for the 19/20 State Fiscal Year.

Temporary Exception for Requiring "Wet" signature on Invoices- The current process of requiring wet signatures on invoice documents in order to process for payment is temporarily exempted. Until further notice, scanned copies of invoices will be accepted. For questions, please contact either the Local Area Engineer, Mr. Guerrero, or Local Assistance Program Support Analyst, Alma Sanchez, via email at Alma.Sanchez@dot.ca.gov

Local Roadway Safety Plans (LRSP)- Highway Safety Improvement Program (HSIP) Cycle 11 (around April 2022) will require a mandatory Local Roadway Safety Plan (or the equivalent) from any agency applying for HSIP project funds.

Disadvantaged Business Enterprise (DBE)- Mr. Guerrero provided a brief update on DBE procedures. For projects awarded after March 1, 2020, when submitting an invoice for reimbursement that includes a payment to a Disadvantaged Business Enterprise (DBE), no later than the 10th of the following month, the prime contractor/consultant shall email a complete LAPM Exhibit 9-F: DBE Running Tally of Payments to business.support.unit@dot.ca.gov (with a copy to local administering agencies).

Planning: Mrs. Landrum provided an update on the El Centro General Plan as it got cancelled due to COVID-19.

-Due to COVID-19 there has been several webinars that are being provided. Virtual outreach from Caltrans and other local agencies in providing information.

- SR-78 Glamis TWG meeting in the month of May is still moving forward, until further notice.

- Interstate 8 (I-8) Imperial Avenue Interchange Project update. Work begins on I-8, crews are gearing up to start work as soon as May 5th. Construction signs will be posted at the end of the week but traffic impacts for stage 1 are not expected until early July.

- Caltrans Imperial County Region Active Transportation Plan- Mrs. Landrum reminded TAC members of the May 4th deadline and their participation in the development of this plan. Local Agencies will need to provide feedback on location-based needs that may exist in their community and which may not have already been identified or included as part of an existing plan. The goal of this exercise is to use the information provided as part of a discussion in which we aim to identify prioritized areas of need for the Imperial County region.

8. General Discussion / New Business

-Ms. Mendoza mentioned how the next TAC meeting will be via Zoom as well. ICTC offices are closed to the public, but remain open. ICTC staff can be reach via email, or cell phone in the meantime.

- Mr. Campos would like to know how ICTC will be incorporating the Imperial Valley Resource Management Agency (IVRMA) to TAC. How updates will be provided to local agencies in regards to IVRMA. Ms. Mendoza will provide an update on the next TAC meeting in regards to this topic.

-Mr. Ornelas from Caltrans provided a brief update as well on the Interstate 8 Imperial Avenue Interchange project.

9. Meeting adjourned at 11:34 a.m.



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SOCIAL SERVICES TRANSPORTATION ADVISORY COUNCIL

DRAFT MINUTES

March 4, 2020

Present

Voting Attendees:

Michael Hack – Vice-Chair	Consumer
Ted Ceasar	Consumer
Raul Cordova	Work Training Center (WTC)
Sonia Silva	Access to Independence
Dr. Kathleen Lang	California Health & Wellness (CH&W)
Mitzi Perez	ARC-IV
David Aguirre	CTSA-ICTC
Maricela Galarza	CTSA-ICTC
Gustavo Gomez	CTSA-ICTC

Non-Voting Attendees:

Cesar Sanchez	IVT/IVT Access/IVT Ride/IVT MedTrans
Helio Sanchez	IVT
Jose Guillen	IVT MedTrans
Karla Pacheco	IVT Access
Mark McCumsey	Caltrans

1. Mr. Hack called the meeting to order at 10:06 a.m. **A quorum was present.** Introductions were made.
2. Minutes adopted for February 5, 2020 (Ceasar, Silva), **Motion Carried.**
3. CTSA Reports:

Mr. Gomez had the following updates:

- There were about 13 ADA certifications for February.
- IVT Ride service had 20 sign-ups for February.
- Staff attended the IVC 411 event and the “welcome back” students event, where information was provided on the transportation services and questions were addressed.
- On Valentine's day, the staff visited various bus transfer centers, in the cities of Brawley, El Centro, Heber, and El Centro, to provide some candy treats to passengers. The purpose was to show appreciation to passengers who are riding the fixed route system.

- The Unmet Transit Needs workshop was conducted in Brawley, on February 24th, there was not a lot of people from the public that attended.
- Staff attended the Bombay Beach-Northend Advisory Council meeting on February 24th to inform the public about the upcoming Unmet Transit Needs hearing scheduled for March 4th and other methods to provide comments (email, letter, in person). Staff returned a couple of days later to the Bombay Beach area and drop off rider's guides, per request of the residents who attended the Northend Advisory Council meeting.
- Staff visited the West shore area to distribute updated brochures including; Senior Center, Clinicas de Salud, and the Chamber of Commerce.
- Staff plans to attend the 18th Annual Children & Families Health Fair in Niland on March 18th.

Ms. Galarza had the following updates:

- Attended the Calexico Pioneers Medical Center ribbon-cutting event on March 19th. There was the opportunity to receive a tour of the facility from the inside, it also included various health informational booths that were located on the outside.

Mr. Aguirre had the following announcements:

- The Unmet Transit Needs hearing is scheduled for this afternoon, located at the County of Chambers, in El Centro, at 3:00 pm.
- This year the Unmet Transit Needs outreach efforts were extended out to the northern area by attending various city Advisory Council meetings (Calipatria, Bombay Beach, West Shores) and hosting an Unmet Transit Needs workshop in the Brawley area. This allowed the public with an opportunity to provide their comments or informing them of other possible methods to provide their feedback (email, letter, in person). ICTC will be looking to move forward with a similar approach of outreach efforts for future Unmet Transit Needs hearings.
- ICTC is working on various projects that are currently in progress.

4. Transit Operator Reports:

- Imperial Valley Transit: Mr. H. Sanchez reported the following:
 - o The month of February was short, there were about 52,000 passengers in total.
 - o Ridership takes a negative impact when IVC is not in session, there was 1 week during February when IVC was not in session.
 - o Mr. H. Sanchez left it open to any questions/concerns that SSTAC members may have on the IVT service.
 - No comments from SSTAC members.
- IVT Access: Ms. Pacheco did not have anything to report:
 - o Ms. Pacheco left it open to any questions/concerns that SSTAC members may have on the IVT Access service.
 - No comments from SSTAC members.
- IVT Ride: Mr. C. Sanchez did not have anything to report:
 - o Mr. C. Sanchez left it open to any questions/concerns that SSTAC members may have on the IVT Ride service.
 - No comments from SSTAC members.
- IVT MedTrans: Mr. Guillen reported the following:
 - o Mr. Guillen was accompanied by Mr. Gomez when distributing IVT MedTrans brochures throughout the city of Brawley and El Centro, to various medical facilities.

- Mr. Guillen left it open to any questions/concerns that SSTAC members may have on the IVT MedTrans service.
 - No comments from SSTAC members.

5. General Discussion

- Mr. Ceasar asked on the status of the Fare Study project.
 - Mr. Aguirre informed Mr. Ceasar that the Fare Study will proceed with another set of outreach events to provide the final recommended options of payment and possible fare increase. The project is currently on schedule. The purpose of the study is to receive a recommendation for possible items to implement within the transit system. Therefore, it does not necessarily mean that the recommended items will be implemented. The results of the study will later be shared with the pertaining cities, specifically related to the IVT Ride service. Any possible changes to the fare structure will be taken to the transportation commission for review.
- Mr. Hack announced that the next People's Choice meeting will be held at Strikezone, on March 18th, at noon. The flyer containing information will be sent to Ms. Galarza to distribute to SSTAC members via email.

6. Adjournment

- The meeting adjourned at 10:21 a.m. ([Hack](#)), **Motion Carried.**
- The next meeting will be held on Wednesday, April 1, 2020, at the Imperial County Transportation Commission Office, 1503 N. Imperial Ave., Suite 104, El Centro, CA 92243.

V. IVRMA CONSENT CALENDAR

- A. FY 2020-21 CR&R Inc. Agreement – First Modification
- B. FY 2020-21 RAMZA Inc. Agreement – First Modification
- C. FY 2020-21 Rubbery Recovery Inc., A California Co operation Agreement – First Modification
- D. FY 2020-21 Secure E-Waste Solutions (SES) Agreement – First Modification.
- E. FY 2020-21 Stericycle Environmental Solutions Inc. Agreement – Fourth Modification

CONSENT CALENDAR STAFF REPORT

FROM: Mark Baza
PREPARED BY: David Aguirre / Cristi Lerma
SUBJECT: ICTC Management Committee Meeting
MEETING DATE: May 13, 2020

CONSENT CALENDAR STAFF REPORT:

IVRMA and ICTC staff in coordination with legal counsel, have been working to finalize extensions to current agreements for FY 2020-2021 for the following contractors:

- A. CR&R Incorporated – extension of current agreement for tire hauling services. Fees associated with this contract remain the same and are in the original agreement and attached to the modification (first modification).
- B. RAMZA Inc. – extension of current agreement for waste tire collection and hauling services. Fees associated with this contract remain the same and in the original agreement and attached to the modification (first modification).
- C. Rubbery Recovery Inc., A California Cooperation – extension of current agreement for tire collection and hauling services. Fees associated with this contract will increase from \$88 per ton to \$95 per ton. The original agreement is attached to the modification (first modification).
- D. Secure E-Waste Solutions (SES) – extension of current agreement for compliant recycling and disposition of e-waste. Fees associated with this contracted remain the same and in the original agreement and attached to the modification (first modification).
- E. Stericycle Environmental Solutions Inc. – extension to the current agreement for hazardous waste disposal. Fees associated with this contract will increase from \$56,938.00 to \$64,872.24 annually. The original agreement and new scope of work are attached the modification (fourth modification).

It is requested that ICTC Management Committee forward these items to the IVRMA Board for review and approval after public comment, if any, to authorize the Chairman to execute all agreements for FY July 1, 2020 through June 30, 2021.

DA/cl

Attachments

1 **FIRST MODIFICATION TO AGREEMENT FOR SERVICES**

2 CR&R Incorporated

3 THIS FIRST MODIFICATION TO AGREEMENT FOR SERVICES (“First Modification”) made
4 and entered into this ____ day of _____, 2020, is by and between the **IMPERIAL**
5 **VALLEY RESOURCE MANAGEMENT AGENCY** (“IVRMA”) and **CR&R INCORPORATED**, a
6 California corporation (“CONSULTANT”) (individually, “Party;” collectively, “Parties”).

7 **RECITALS**

8 **WHEREAS**, IVRMA and CONSULTANT entered into that certain Agreement for Services on May
9 22, 2019, (“Agreement”), through Resolution No. IVRMA 19-06, incorporated by this reference as though
10 fully set forth herein; and

11 **WHEREAS**, the term of the Agreement is set to expire on June 30, 2020, and the Parties wish to
12 extend the term of the Agreement for an additional one (1) year FY 2020-21; and

13 **WHEREAS**, Paragraph 7.10 of the Agreement provides that no change, alteration or modification
14 of the terms or conditions of the Agreement shall be valid unless made in the form of a written change
15 agreed to in writing by both Parties or an amendment to the Agreement agreed to by both Parties.

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

- 18 1. Paragraph 2.1 of the Agreement shall be amended to read as follows:

19 **“2.1 Term of Agreement**

20 The term of the Agreement shall be from July 1, 2019 to June 30, 2021, for the continuation
21 of collection and hauling of waste tires to designated tire recycling facilities.”

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

24 ///

25 ///

26 ///

27 ///

28 ///

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

3
4 **IMPERIAL VALLEY RESOURCE**
5 **MANAGEMENT AGENCY**

CONSULTANT
CR&R INCORPORATED

6
7
8 _____
9 By: George Nava
Chairman

By: Francisco Ochoa
Manager

10 **ATTEST:**

11
12
13 _____
14 By: Cristi Lerma
Secretary to IVRMA

15
16 **APPROVED AS TO FORM:**
17 **ADAM G. CROOK**
County Counsel

18
19 _____
20 Eric Havens
Assistant County Counsel

IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY

SERVING THE CITIES OF BRAWLEY, CALEXICO, CALIPATRIA, EL CENTRO,
HOLTVILLE, IMPERIAL, WESTMORLAND AND IMPERIAL COUNTY



IVRMA BOARD MEMBERS

CHAIR

Robert Amparano
City of Imperial

CO-CHAIR

George Nava
City of Brawley

Maria Nava-Froelich
City of Calipatria

Lewis Pacheco
City of Calexico

Cheryl Viegas-Walker
City of El Centro

Jim Predmore
City of Holtville

Ryan Kelley
County of Imperial

Luis Plancarte
County of Imperial

Larry Ritchie
City of Westmorland

Marcela Piedra
City of El Centro
Administrator

Bob Douthitt
Program Manager

Liz Zarate
Management Assistant
Board Secretary

June 4, 2019

CR&R, Inc.
Attn. Mr. Francisco Ochoa, IV Manager
599 E. Main Street
El Centro, CA 92243

Dear Mr. Ochoa,

I am pleased to inform you that the Board of Directors of the Imperial Valley Resource Management Agency, during their regular meeting of May 22, 2019 approved the contract for the Contractor Services Agreement with CR&R, Inc.

For your records, please find enclosed a copy of Resolution No. 19-06 and a fully executed agreement.

Please do not hesitate to contact me if you have any questions.

Sincerely,

Liz Zarate
IVRMA Board Secretary

cc: **IVRMA – B. Douthitt**

RESOLUTION NO. IVRMA 19- *06*

RESOLUTION OF THE BOARD OF DIRECTORS OF THE
IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY
APPROVING A WASTE TIRE HAULING AGREEMENT WITH
CR&R, INC. FOR CONTRACTOR SERVICES

WHEREAS, it is necessary for the Board of Directors of the Imperial Valley Resource Management Agency of the County of Imperial, California ("IVRMA") to approve a waste tire hauling services agreement (the "Agreement") with CR&R, Inc. ("CR&R") for the period of July 1, 2019 to June 30, 2020; and


WHEREAS, the IVRMA Board of Directors finds that its approval of said Agreement will be in the best interest of the IVRMA.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY OF THE COUNTY OF IMPERIAL, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. That the foregoing is true, correct and adopted.
2. That the Board of Directors of IVRMA, does hereby approve the Agreement.
3. That the IVRMA Manager or his/her designee is authorized, on behalf of the IVRMA member agencies, to sign said Agreement, a copy of which is on file at the Office of the Board Secretary.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Imperial Valley Resource Management Agency of the County of Imperial, California, held on the 22 day of May, 2019.

IMPERIAL VALLEY RESOURCE
MANAGEMENT AGENCY


By 
Board President

ATTEST:

By 
Board Secretary

APPROVED AS TO FORM:

Office of the Attorney

By 
Ryan D. Childers, Agency Counsel

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL) ss
CITY OF EL CENTRO)

I, Liz Zarate, Secretary of the Imperial Valley Resource Management Agency, do hereby certify that the foregoing Resolution No. IVRMA 19-06 was duly and regularly adopted at the regular meeting of the Board of Directors of the Imperial Valley Resource Management Agency of the County of Imperial, California, held on the 22nd day of May, 2019, by the following vote:

AYES: Brawley, Calexico, Calipatria, El Centro, Holtville, Imperial, County.
NOES: None.
ABSENT: County and Westmorland.
ABSTAINED: None.

By Liz Zarate
Secretary

**AGREEMENT FOR WASTE TIRE
HAULING SERVICES**

BETWEEN

**THE IMPERIAL VALLEY
RESOURCE MANAGEMENT AGENCY**

AND

CR&R INCORPORATED

AGREEMENT BETWEEN IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY AND CR&R INCORPORATED, FOR CONTRACTOR SERVICES

This Agreement ("this Agreement" or "the Agreement") is made and entered into by the Imperial Valley Resource Management Agency ("the IVRMA") and CR&R Incorporated, ("the Contractor") (individually, "Party;" collectively, "Parties") for hauling services ("the Services") of collected waste tires within the Imperial County ("the Project").

RECITALS

IVRMA wants to retain the services of a Contractor to provide waste tire collection and hauling services at a rate of one thousand twenty dollars (\$1,020) per trip and one hundred twenty-five dollars (\$125) per hour for additional unloading hours (after two (2) hour unloading schedule) and rental of three hundred dollars (\$300) for two fifty three foot (53') dry vans.

The Contractor has the expertise, experience and personnel necessary to provide the Services for the Project.

IVRMA and the Contractor want to enter into an agreement whereby IVRMA will retain the Contractor to provide, and the Contractor shall provide, the Services for the Project.

In consideration of the above recitals and the mutual covenants and conditions set forth, herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby set forth their mutual covenants and understandings as follows:

**ARTICLE I
SERVICES**

The above-listed recitals are true and correct and are hereby incorporated by reference.

1.1 Scope of Services.

The scope of services will include ongoing services in connection with the Project and are more fully described in Exhibit "A." The Contractor shall perform the Services as described in Exhibit A at the direction of IVRMA for a fee as set forth in Exhibit "B."

1.2 Task Administrator.

The IVRMA Manager is the task administrator for this Agreement. The Contractor shall provide the Services under the direction of a designated representative of the IVRMA. IVRMA's designated representative will communicate with the Contractor on all matters related to the administration of this Agreement and the Contractor's performance of the Services rendered hereunder. When this Agreement refers to communications to or with IVRMA, those communications will be with the designated representative, unless the designated representative or the Agreement specifies otherwise.

1.3 IVRMA Modification of Scope of Services.

IVRMA may, without invalidating this Agreement, order changes in any task by altering, adding to or deducting from the Services to be performed. All such changes shall be in writing and shall be performed in accordance with the provisions of this Agreement. If any such changes cause an increase or decrease in the Contractor's cost of, or the time required for, the performance of any of the Services, the Contractor shall so notify IVRMA. If appropriate, an equitable adjustment to the Contractor's compensation may be made, provided that any adjustment must be approved by both Parties in writing.

1.4 Written Authorization.

Prior to performing any Services in connection with the Project, the Contractor shall obtain from IVRMA a written authorization to proceed. The Contractor shall advise IVRMA in writing immediately of any anticipated change in any task, fee schedule or time schedule and shall obtain IVRMA's written consent to the change prior to making any changes. In no event shall IVRMA's consent be construed to relieve the Contractor from its duty to render all Services in accordance with applicable laws and accepted industry standards.

1.5 Confidentiality of Services.

All Services performed by the Contractor, including but not limited to all drafts, data, correspondence, proposals, reports and estimates compiled or composed by the Contractor pursuant to this Agreement, are for the sole use of IVRMA, its agents and employees. Neither the documents nor their contents shall be released to any third party without the prior written consent of IVRMA. This provision does not apply to information that (a) was publicly known, or otherwise known to the Contractor, at the time that it was disclosed to the Contractor by IVRMA, (b) subsequently becomes publicly known through no act or omission by the Contractor or (c) otherwise becomes known to the Contractor other than through disclosure by IVRMA. Except for Subcontractors (as that term is defined in section 4.4), neither the documents nor their contents shall be released to any third party without the prior written consent of IVRMA.

ARTICLE II DURATION OF AGREEMENT

2.1 Term of Agreement.

The term of the Agreement shall be from July 1, 2019 to June 30, 2020, for the continuation of collection and hauling of waste tires to designated tire recycling facilities.

2.2 Time of Essence.

The Parties agree that time is of the essence for each provision of this Agreement, unless otherwise specified in this Agreement.

2.3 Notification of Delay.

The Contractor shall immediately notify IVRMA in writing of any delay in completion of the Services. The written notice shall include an explanation of the cause for, and a reasonable estimate of the length of the delay. If the delay affects a material part of the Project, IVRMA may exercise its rights under sections 2.5-2.9 of this Agreement.

2.4 Delay.

If delays in the performance of the Services are caused by unforeseen events beyond the control of both Parties, such delay may entitle the Contractor to a reasonable extension of time, but such delay shall not entitle the Contractor to damages or additional compensation. The following conditions may constitute such a delay: war, changes in law or government regulation, labor disputes, strikes, fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the Contractor's work, inability to obtain materials, equipment or labor, required additional Services or other specific reasons agreed to between IVRMA and the Contractor; provided, however, that (a) this provision shall not apply and the Contractor shall not be entitled to an extension of time for a delay caused by the acts or omissions of the Contractor and (b) that a delay caused by the inability to obtain materials shall not entitle the Contractor to an extension of time unless the Contractor furnishes IVRMA, in a timely manner, documentary proof, to IVRMA's satisfaction, of the inability to obtain materials.

2.5 IVRMA's Right to Suspend for Convenience.

IVRMA may, at its sole option and for its convenience, suspend all or any portion of the Contractor's performance of the Services, for a reasonable period of time not to exceed six (6) months. In accordance with the provisions of this Agreement, IVRMA will give written notice to the Contractor of such suspension. In the event of such a suspension, in accordance with the provisions of Article III of this Agreement, IVRMA shall pay to the Contractor a sum equivalent to the reasonable value of the Services the Contractor has performed up to the date of suspension. Thereafter, IVRMA may rescind such suspension by giving written notice of rescission to the Contractor. IVRMA may then require the Contractor to resume performance of the Services in compliance with the terms and conditions of this Agreement; provided, however, that the Contractor shall be entitled to an extension of time equal to the length of the suspension, unless otherwise agreed to in writing by the Parties.

2.6 IVRMA's Right to Terminate for Convenience.

IVRMA may, at its sole option and for its convenience, terminate all or any portion of the Services agreed to pursuant to this Agreement by giving written notice of such termination to the Contractor. Such notice shall be delivered by certified mail with return receipt for delivery to IVRMA. The termination of the Services shall be effective upon receipt of the notice by the Contractor. After termination of this Agreement, the Contractor shall complete any and all additional work necessary for the orderly filing of documents and closing of the Contractor's Services under this Agreement. For services rendered in completing the work, the Contractor shall be entitled to fair and reasonable compensation for the Services performed by the

Contractor before the effective date of termination. After filing of documents and completion of performance, the Contractor shall deliver to IVRMA all documents or records related to both the Project and to the Contractor's Services on all tasks. By accepting payment for completion, filing and delivering documents as called for in this paragraph, the Contractor discharges IVRMA of all of IVRMA's payment obligations and liabilities under this Agreement.

2.7 Contractor's Right to Terminate for Convenience.

The Contractor may, at its sole option and for its convenience, terminate all or any portion of the Services agreed to pursuant to this Agreement by giving written notice of such termination to IVRMA. Such notice shall be delivered by certified mail with return receipt for delivery to the Contractor. The termination of the Services shall be effective upon receipt of the notice by IVRMA. After termination of this Agreement, the Contractor shall complete any and all additional work necessary for the orderly filing of documents and closing of the Contractor's Services under this Agreement. For services rendered in completing the work, the Contractor shall be entitled to fair and reasonable compensation for the Services performed by the Contractor before the effective date of termination. After filing of documents and completion of performance, the Contractor shall deliver to IVRMA all documents or records related to both the Project and to the Contractor's Services on all tasks. By accepting payment for completion, filing and delivering documents as called for in this paragraph, the Contractor discharges IVRMA of all of IVRMA's payment obligations and liabilities under this Agreement.

2.8 IVRMA's Right to Terminate for Default.

If the Contractor fails to perform or adequately perform any obligation required by this Agreement, the Contractor's failure constitutes a default. If the Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from IVRMA specifying the nature of the default, IVRMA may immediately cancel and/or terminate this Agreement, and terminate each and every right of the Contractor, and any person claiming any rights by or through the Contractor under this Agreement. The rights and remedies of IVRMA enumerated in section 2.8 are cumulative and shall not limit, waive or deny any of IVRMA's rights under any other provision of this Agreement. This section does not otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of this Agreement or hereinafter enacted or established, that may be available to IVRMA against the Contractor.

2.9 IVRMA's Right to Terminate for Bankruptcy or Assignment for the Benefit of Creditors.

If the Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, IVRMA may at its option and without further notice to or demand upon the Contractor, immediately cancel and/or terminate this Agreement, and terminate each and every right of the Contractor, and any person claiming any rights by or through the Contractor. The rights and remedies of IVRMA enumerated in section 2.9 are cumulative and shall not limit, waive, or deny any of IVRMA's rights under any other provision of this Agreement. This section does not otherwise waive or deny any right or remedy,

at law or in equity, existing as of the date of this Agreement or hereinafter enacted or established, that may be available to IVRMA against the Contractor.

ARTICLE III COMPENSATION

3.1 General.

IVRMA shall pay the Contractor for all the Services and all expenses related to performance under this Agreement, in an amount as set forth in the fee schedule. The Contractor shall be entitled to compensation for the Services under this Agreement, whether within the scope of work for any task, or as Additional Services (as that term is defined in section 3.3), based on the fee schedule. For the duration of this Agreement, the Contractor shall not be entitled to fees which exceed the fee schedule. Prior to beginning performance on each task, Contractor shall provide a proposal to IVRMA including a not to exceed cost estimate for each task, a schedule of work and a scope of work. The scope of work shall include all activities or work reasonably anticipated as necessary for successful completion of each task presented by IVRMA.

3.2 Manner of Payment.

The Contractor shall bill all fees and expenses incurred in accordance with this Agreement directly to IVRMA on a monthly basis.

3.2.1 Payments. The Contractor shall submit one (1) invoice per calendar month for work performed in accordance with the fee schedule. The Contractor shall include with each invoice a description of completed work. Undisputed portions of invoices to IVRMA must be in accordance with the fee schedule and will be payable if approved, within thirty (30) calendar days of receipt.

3.3 Additional Services.

If IVRMA requires additional services beyond the task, except for Additional Costs (as that term is defined in section 3.4 of this Agreement), the Contractor will be paid an additional fee ("Additional Services"). Additional Services shall be in accordance with the rates provided in the fee schedule. IVRMA and the Contractor must agree in writing upon such fee prior to the Contractor beginning the Additional Services.

3.4 Additional Costs.

Additional Costs are defined as those costs that can be reasonably determined to be related to the Contractor's errors or omissions, and may include Contractor, IVRMA or Subcontractor (as that term is defined in section 4.4) overhead, construction, materials, demolition and related costs. The Contractor shall not be paid for the Additional Services required due to the Contractor's errors or omissions, and the Contractor shall be responsible for

any Additional Costs associated with such errors or omissions. These Additional Costs may be deducted from monies due, or that become due, the Contractor. Whether or not there are any monies due, or becoming due, the Contractor shall reimburse IVRMA for Additional Costs due to the Contractor's errors or omissions.

3.5 Eighty Percent (80%) Notification.

The Contractor shall promptly notify IVRMA in writing of any potential cost overruns. Cost overruns include, but are not limited to the following: (1) where anticipated costs to be incurred in the next sixty (60) calendar days, when added to all costs previously incurred, will exceed eighty percent (80%) of the maximum compensation for this Agreement or (2) where the total cost for performance of the scope of services appears that it may be greater or less than the maximum compensation for this Agreement.

ARTICLE IV CONTRACTOR'S OBLIGATIONS

4.1 Industry Standards.

In addition to the Contractor's covenants described in Article VI hereof, the Contractor agrees that the Services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent firm using the degree of care and skill ordinarily exercised by reputable Contractor's performing in the same service in the State of California. Where approval by the IVRMA, the IVRMA's Manager or other representatives of IVRMA is required, it is understood to be general approval only and does not relieve the Contractor of responsibility for complying with all applicable laws, codes and good practices.

4.2 Right to Audit.

4.2.1 Access. IVRMA retains the right to review and audit, and the reasonable right of access to Contractor's and all Subcontractor's (as that term is defined in section 4.4) premises to review and audit the Contractor's compliance with the provisions of this Agreement ("IVRMA's Right"). IVRMA's Right includes the right to inspect and photocopy same, and to retain copies, outside of the Contractor's premises, of any and all records with appropriate safeguards, if such retention is deemed necessary by IVRMA in its sole discretion. This information shall be kept by IVRMA in strictest confidence allowed by law.

4.2.2 Audit. IVRMA's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that IVRMA determines are necessary to discover and verify that the Contractor is in compliance with all requirements under this Agreement.

4.2.2.1 Cost Audit. If there is a claim for additional compensation or for Additional Services, IVRMA's Right includes the right to examine books, records, documents and any and all other evidence and accounting procedures and practices that IVRMA determines

are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred or anticipated to be incurred.

4.2.2.1.1 Accounting Records. The Contractor shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. The Contractor shall make available to IVRMA for review and audit all Project-related accounting records and documents and any other financial data. Upon IVRMA's request, the Contractor shall submit exact duplicates of originals of all requested records to IVRMA.

4.2.3 IVRMA's Right--Binding on Subcontractors. The Contractor shall include IVRMA's Right as described in section 4.2, in any and all of their subcontracts, and shall ensure that these sections are binding upon all the Subcontractors (as that term is defined in section 4.4).

4.3 Insurance.

The Contractor shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit "C," attached to and incorporated herein by this reference.

4.4 Subcontractors.

The Contractor's hiring of or retaining any third parties (singularly, "a Subcontractor" or "the Subcontractor;" in the plural, "the Subcontractors") to perform services related to the Project ("Subcontractor Services") is subject to prior approval by IVRMA. The Contractor shall list on the subcontractors list the Subcontractors known to the Contractor at the time this Agreement is entered. If at any time after this Agreement is entered into the Contractor identifies a need for additional Subcontractor Services, the Contractor shall give written notice to IVRMA of the need, at least forty-five (45) days before entering into a contract for such Subcontractor Services. The Contractor's notice shall include a justification, a description of the scope of work and an estimate of all costs for the Subcontractor Services. The Contractor may request that IVRMA reduce the forty-five (45) day notice period. IVRMA agrees to consider such requests in good faith.

4.4.1 Subcontractor Contract. All contracts entered into between the Contractor and a Subcontractor shall contain the information as described in sections 4.6, 4.7 and, 4.10.2 as well as any other information, terms and conditions required elsewhere in this Agreement, and shall also provide as follows:

4.4.1.1 Each Subcontractor shall obtain insurance policies which shall be kept in full force and effect during any and all work on this Project and for the duration of this Agreement. Each Subcontractor shall obtain, and the Contractor shall require the Subcontractor to obtain, all policies described in Exhibit "C," attached hereto and incorporated herein by this

reference.

4.4.1.2 The Contractor is obligated to pay the Subcontractor, for Contractor- and IVRMA-approved invoice amounts, out of amounts paid by IVRMA to the Contractor, not later than fourteen (14) working days from the Contractor's receipt of payment from IVRMA. Nothing in this paragraph shall be construed to impair the right of the Contractor and any Subcontractor to negotiate fair and reasonable pricing and payment provisions among themselves.

4.4.1.3 In the case of a deficiency in the performance of Subcontractor Services, the Contractor shall notify IVRMA in writing of any withholding of payment to the Subcontractor, specifying: (a) the amount withheld, (b) the specific cause under the terms of the subcontract for withholding payment. (c) the connection between the cause for withholding payment and the amount withheld and (d) the remedial action the Subcontractor must take in order to receive the amount withheld. Once the Subcontractor corrects the deficiency, the Contractor shall pay the Subcontractor the amount withheld within fourteen (14) working days of the Contractor's receipt of IVRMA's next payment.

4.4.1.4 In any dispute between the Contractor and Subcontractor, IVRMA shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The Contractor agrees to defend and indemnify IVRMA as described in Article VI of this Agreement in any dispute between the Contractor and Subcontractor should IVRMA be made a party to any judicial or administrative proceeding to resolve the dispute in violation of this position.

4.4.1.5 The Subcontractor is bound to the same requirements as the Contractor for assurances to IVRMA regarding non-discrimination covenants set forth in Article IV, section 4.6.

4.5 Contract Activity Report.

The Contractor shall submit statistical information to IVRMA as requested in IVRMA's contract activity report. The statistical information shall include the amount of subcontracting provided by firms during the period covered by the contract activity report. With the contract activity report, the Contractor shall provide an invoice from each Subcontractor listed in the report. The Contractor agrees to issue payment to each firm listed in the Report within fourteen (14) working days of receiving payment from IVRMA for Subcontractor Services as described in section 4.4.1.

4.6 Non-Discrimination Requirements.

The Contractor shall not discriminate on the basis of gender, gender identity, gender expression, religion, religious creed, color, national origin, ancestry, race, disability (mental and physical) including HIV and AIDS, medical condition (cancer and genetic characteristics), age (forty (40) and over), marital status, sexual orientation, genetic information or pregnancy, childbirth or related medical conditions in the solicitation, selection, hiring or treatment of Subcontractors, vendors or suppliers. The Contractor shall provide equal opportunity for Subcontractors to participate in subcontracting opportunities. The Contractor understands and

agrees that violation of this clause shall be considered a material breach of the Agreement and may result in termination of the Agreement, debarment or other sanctions. This language shall be in contracts between the Contractor and the Subcontractors, vendors and suppliers.

4.7 Drug-Free Workplace.

The Contractor agrees to ensure a drug free work place. The Contractor shall certify to IVRMA that it will provide a drug-free workplace by submitting a contractor certification for a drug-free workplace form.

4.7.1 Contractor's Notice to Employees. The Contractor shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the work place, and specifying the actions that will be taken against employees for violations of the prohibition.

4.7.2 Drug-Free Awareness Program. The Contractor shall establish a drug-free awareness program to inform employees about all of the following:

4.7.2.1 The dangers of drug abuse in the work place.

4.7.2.2 The policy of maintaining a drug-free work place.

4.7.2.3 Available drug counseling, rehabilitation and employee assistance programs.

4.7.2.4 The penalties that may be imposed upon employees for drug abuse violations.

4.7.3 Posting the Statement. In addition to section 4.7.1 above, the Contractor shall post the drug-free policy in a prominent place.

4.7.4 Subcontractor's Agreements. The Contractor further certifies that each contract for Subcontractor Services for the Project shall contain language that binds the Subcontractor to comply with the provisions of Article IV, section 4.7 of this Agreement. The Contractor and the Subcontractors shall be individually responsible for their own drug-free work place program.

4.8 Intentionally Deleted.

4.9 Product Endorsement.

The Contractor acknowledges and agrees that any advertisement identifying or referring to IVRMA as the user of a product or service requires the prior written approval of IVRMA.

4.10 Conflict of Interest.

The Contractor is subject to all Federal, State and local conflict of interest laws, regulations and policies applicable to public contracts and procurement practices, including but not limited to California Government Code §§1090, *et seq.* and §§81000, *et seq.* The Contractor shall complete one or more statements of economic interest disclosing relevant financial interests as described on Exhibit "D," which is the Contractor's statement of financial interest and is attached hereto and incorporated herein by this reference, which may be amended from time to time by the IVRMA. Upon the IVRMA's request, the Contractor shall submit the necessary supplementary documentation to the IVRMA.

4.10.1 The Contractor shall establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

4.10.2 The Contractor and the Subcontractors having subcontracts amounting to one percent (1%) or more of the value of the Services being provided pursuant to this Agreement are precluded from participating in design services, on behalf of the Contractor, construction management and any other construction services related in any way to the Services without the prior written consent of IVRMA.

4.10.3 The Contractor's personnel employed on any task shall not accept gratuities or any other favors from the Subcontractors or any potential Subcontractors. In connection with any task, the Contractor shall not recommend or specify any product, supplier or contractor with whom the Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations or policies.

4.10.4 If the Contractor violates any conflict of interest laws or any of these provisions in section 4.10, the violation shall be grounds for immediate termination of this Agreement. Further, the violation subjects the Contractor to liability to IVRMA for attorneys' fees and all damages sustained as a result of the violation.

4.11 Mandatory Assistance.

If a third party dispute or litigation, or both, arises out of or relates in any way to the Services provided under this Agreement, upon IVRMA's request, the Contractor, its agents, officers and employees agree to assist in resolving the dispute or litigation ("the Mandatory Assistance"). The Contractor's assistance includes, but is not limited to, providing consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

4.12 Compensation for Mandatory Assistance.

IVRMA will compensate the Contractor for fees incurred for providing Mandatory Assistance as Additional Services under section 3.3. If, however, the fees incurred for the

Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of the Contractor, its agents, officers or employees, IVRMA is then entitled to repayment of all fees paid to the Contractor, its agents, officers and employees for Mandatory Assistance.

4.13 Attorneys' Fees related to Mandatory Assistance.

In providing IVRMA with dispute or litigation assistance, the Contractor or its agents, officers, and employees may incur expenses and/or costs. The Contractor agrees that any attorneys' fees it may incur as a result of assistance provided under section 4.11 are not reimbursable by IVRMA.

**ARTICLE V
IVRMA'S OBLIGATIONS**

5.1 Ownership of Documents.

Once the Contractor has received any compensation for the Services performed, all documents, including but not limited to, original plans, studies, sketches, drawings, computer printouts and disk files, and specifications prepared in connection with or related to any task or Services, shall be the property of IVRMA. IVRMA's ownership of these documents includes use of, reproduction or reuse of and all incidental rights, whether or not the work for which they were prepared has been performed. IVRMA's ownership entitlement arises upon payment or any partial payment for work performed and includes ownership of any and all work product completed. This section shall apply whether the Contractor's Services are terminated by the completion of the Project or in accordance with other provisions of this Agreement. Notwithstanding any other provision of this paragraph or Agreement, the Contractor shall have the right to make copies of all such plans, studies, sketches, drawings, computer printouts and disk files and specifications.

The Contractor shall not be responsible for damage caused by subsequent changes to or uses of the plans or specifications, where the subsequent changes or uses are not authorized or approved by the Contractor, provided that the service rendered by the Contractor was not a proximate cause of the damage.

5.2 Additional Contractors or Subcontractors.

IVRMA reserves the right to employ, at its own expense, such additional contractors or subcontractors as IVRMA deems necessary to perform work or to provide the Services on the Project.

5.3 Employment of IVRMA Staff.

This Agreement may be unilaterally and immediately terminated by IVRMA, at its sole discretion, if the Contractor employs an individual who, within the twelve (12) months immediately preceding such employment did, in the individual's capacity as an officer or

employee of IVRMA, participate in, negotiate with or otherwise have an influence on the recommendation made to the IVRMA Board or the IVRMA Manager in connection with the selection of the Contractor.

ARTICLE VI INDEMNIFICATION

6.1 [Intentionally left blank]

6.2 Indemnification for Other Than Liability.

To the full extent permitted by law, the Contractor shall indemnify, defend and hold harmless IVRMA, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, including reasonable attorneys' fees and costs, court costs, interest, defense costs and expert witness fees) to the extent the same arise out of, are a consequence of or are in any way attributable to the performance of this Agreement by the Contractor or by any individual or entity for which the Contractor is legally liable, including but not limited to officers, agents, employees or the Subcontractors of the Contractor.

6.3 General Indemnification Provisions.

The Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from a Subcontractor or any other person or entity involved by, for, with or on behalf of the Contractor in the performance of this Agreement. In the event the Contractor fails to obtain such indemnity obligations from others as required here, the Contractor agrees to be fully responsible according to the terms of this section. Failure of the IVRMA to monitor compliance with these requirements imposes no additional obligations on the IVRMA and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend the IVRMA as set forth here is binding on the successors, assigns or heirs of the Contractor and shall survive the termination of this Agreement or this section.

ARTICLE VII MISCELLANEOUS

7.1 Notices.

In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to IVRMA shall be addressed to **Bob Douthitt, IVRMA Manager, 300 South Imperial Avenue, Suite 11, El Centro, CA 92243** and notice to the Contractor shall be addressed to **Francisco Ochoa, General Manager, CR&R Incorporated, 599 E. Main Street, El Centro, CA 92243**.

7.2 Headings.

All article headings are for convenience only and shall not affect the interpretation of this Agreement.

7.3 Non-Assignment.

The Contractor shall not assign the obligations under this Agreement, whether by express assignment or by sale of the company, nor any monies due or to become due, without IVRMA's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for immediate termination of this Agreement, at the sole discretion of IVRMA. In no event shall any putative assignment create a contractual relationship between IVRMA and any putative assignee.

7.4 Independent Contractors.

The Contractor and the Subcontractors employed by the Contractor shall be independent contractors and not agents of the IVRMA. Any provisions of this Agreement that may appear to give the IVRMA any right to direct the Contractor concerning the details of performing the Services, or to exercise any control over such performance, shall mean only that the Contractor shall follow the direction of the IVRMA concerning the end results of the performance. Without receiving the Contractor's written permission, the IVRMA agrees not to hire, retain or contract with any employee of the Contractor who performs services for the IVRMA under this Agreement for one (1) year from the date this Agreement is terminated.

7.5 Contractor and Subcontractor Principals for Services.

It is understood that this Agreement is for the Services. Retention of the Contractor's Services is based on the particular expertise of the individuals rendering the services set forth in each task. Accordingly, portions of the described service may not be delegated to other members of the team or the Subcontractors without prior written consent by the IVRMA. It is mutually agreed that Francisco Ochoa, General Manager, is the principal person responsible for delivery of all Services and may not be removed from any tasks without the IVRMA's prior written approval. In the event Francisco Ochoa, becomes unavailable for any reason, the IVRMA must be consulted as to any replacements. Further, the IVRMA reserves the right, after consultation with the Contractor, to require removal of the Contractor's employees or agents.

7.6 Covenants and Conditions.

All provisions of this Agreement expressed as either covenants or conditions on the part of the IVRMA or the Contractor shall be deemed to be both covenants and conditions.

7.7 Compliance with Controlling Law.

The Contractor shall comply with all laws, ordinances, regulations, and policies of the Federal, State and local governments applicable to this Agreement, including California Labor Code §1720 relating to the payment of prevailing wages during the design and preconstruction phases of a project, including inspection and land surveying work. In addition, the Contractor shall comply immediately with all directives issued by the IVRMA or its authorized representatives under authority of any laws, statutes, ordinances, rules or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

7.8 Jurisdiction, Venue and Attorney Fees.

The venue for any suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any related disputes shall be in the County of Imperial, State of California. In the event of any litigation arising from breach of this Agreement, or the Services provided under this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party all reasonable costs incurred including staff time, court costs, attorneys fees', and all other related expenses incurred in such litigation.

7.9 Successors in Interest.

This Agreement and all rights and obligations created by this Agreement shall be in force and effect whether or not any Parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any Party's successor in interest.

7.10 Integration.

This Agreement and the exhibits incorporated into this Agreement fully express all understandings of the Parties concerning the matters covered in this Agreement. No change, alteration or modification of the terms or conditions of this Agreement, and no verbal understanding of the Parties, their officers, agents or employees, shall be valid unless made in the form of a written change agreed to in writing by both Parties or an amendment to this Agreement agreed to by both Parties. All prior negotiations and agreements are merged into this Agreement.

7.11 Counterparts.

This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.

7.12 No Waiver.

No failure of either the IVRMA or the Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition and term

hereof, shall continue in full force and effect to any existing or subsequent breach.

7.13 Severability.

The unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision of this Agreement unenforceable, invalid or illegal.

7.14 Municipal Powers.

Nothing contained in this Agreement shall be construed as a limitation upon the powers of IVRMA as a joint powers authority in the State of California.

7.15 Drafting Ambiguities.

The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision that is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.

7.16 Signing Authority.

The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture or governmental entity and agrees to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.

7.17 Conflicts Between Terms.

If an apparent conflict or inconsistency exists between the main body of this Agreement and the exhibits, the main body of this Agreement shall control. If a conflict exists between an applicable Federal, State or local law, rule, regulation, order or code and this Agreement, the law, rule, regulation, order or code shall control. Varying degrees of stringency among the main body of this Agreement, the exhibits, and laws, rules, regulations, orders or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.

7.18 Non-Appropriation.

➤ This Agreement is based on the availability of public funding on the part of the IVRMA. In the event of unavailability or non-appropriation of funds, the IVRMA may either agree to make up the shortfall in a manner of its choosing or terminate the Agreement, without penalty,

after written notice to the Contractor. Should the IVRMA elect to terminate the Agreement, it shall compensate the Contractor for the work it has performed up to the date of termination.

IN WITNESS WHEREOF, this Agreement is executed by the IVRMA Board, acting by and through the IVRMA Manager, pursuant to Resolution No. 19-06 authorizing such execution, and by the Contractor.

Dated this 22 day of May, 2019.

IMPERIAL VALLEY RESOURCE
MANAGEMENT AGENCY

By: [Signature]
IVRMA Representative

Date: 5-17-2019

I HEREBY CERTIFY I can legally bind CR&R Incorporated, and that I have read all of this Agreement, this 15 day of May, 2019.

By: [Signature]
Authorized Representative

Title: Manager

Print Name: Francisco Ochoa

Date: 5-15-19

I HEREBY APPROVE the form and legality of the foregoing Agreement this 22 day of May, 2019.

APPROVED AS TO FORM:

Office of City Attorney

By: [Signature]
Ryan D. Childers, Agency Counsel

1 **FIRST MODIFICATION TO AGREEMENT FOR SERVICES**

2 Ramza, Inc.

3 THIS FIRST MODIFICATION TO AGREEMENT FOR SERVICES (“First Modification”) made
4 and entered into this ____ day of _____, 2020, is by and between the **IMPERIAL**
5 **VALLEY RESOURCE MANAGEMENT AGENCY** (“IVRMA”) and **RAMZA, INC.**, a California
6 corporation (“CONSULTANT”) (individually, “Party;” collectively, “Parties”).

7 **RECITALS**

8 **WHEREAS**, IVRMA and CONSULTANT entered into that certain Agreement for Services on June
9 26, 2019 (“Agreement”), through Resolution No. IVRMA 19-07, incorporated by this reference as though
10 fully set forth herein; and

11 **WHEREAS**, the term of the Agreement is set to expire on June 30, 2020, and the Parties wish to
12 extend the term of the Agreement for an additional one (1) year FY 2020-21; and

13 **WHEREAS**, Paragraph 7.10 of the Agreement provides that no change, alteration or modification
14 of the terms or conditions of the Agreement shall be valid unless made in the form of a written change
15 agreed to in writing by both Parties or an amendment to the Agreement agreed to by both Parties.

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

- 18 1. Paragraph 2.1 of the Agreement shall be amended to read as follows:

19 **“2.1 Term of Agreement**

20 The term of the Agreement shall be from July 1, 2019 to June 30, 2021, for the continuation
21 of collection and hauling of waste tires to designated tire recycling facilities.”

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

24 ///

25 ///

26 ///

27 ///

28 ///

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

3
4 **IMPERIAL VALLEY RESOURCE**
5 **MANAGEMENT AGENCY**

CONSULTANT
RAMZA, INC.

6
7
8 _____
9 By: George Nava
Chairman

By: Leticia Ramirez
Vice President

10 **ATTEST:**

11
12
13 _____
14 By: Cristi Lerma
Secretary to IVRMA

15
16 **APPROVED AS TO FORM:**
17 **ADAM G. CROOK**
County Counsel

18
19 _____
20 Eric Havens
Assistant County Counsel



IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY

SERVING THE CITIES OF BRAWLEY, CALEXICO, CALIPATRIA, EL CENTRO,
HOLTVILLE, IMPERIAL, WESTMORLAND AND IMPERIAL COUNTY

**IVRMA
BOARD MEMBERS**

CHAIR

Robert Amparano
City of Imperial

CO-CHAIR

George Nava
City of Brawley

Maria Nava-Froelich
City of Calipatria

Lewis Pacheco
City of Calexico

Cheryl Viegas-Walker
City of El Centro

Predmore
City of Holtville

Ryan Kelley
County of Imperial

Luis Plancarte
County of Imperial

Larry Ritchie
City of Westmorland

Marcela Piedra
City of El Centro
Administrator

Bob Douthitt
Program Manager

Liz Zarate
Management Assistant
and Secretary

July 1, 2019

Ramza Incorporated
Attn: Moises Ramirez
1091 Plata Drive
Calexico, CA 92231

Dear Mr. Ramirez,

I am pleased to inform you that the Board of Directors of the Imperial Valley Resource Management Agency, during their regular meeting of June 26, 2019 approved the agreement for the continuation of waste tire hauling services.

For your records, please find enclosed a copy of Resolution No. 19-07 and a fully executed agreement.

Please do not hesitate to contact me if you have any questions.

Sincerely,

Liz Zarate
IVRMA Board Secretary

cc: **IVRMA – B. Douthitt** ✓

RESOLUTION NO. IVRMA 19-07

RESOLUTION OF THE BOARD OF DIRECTORS OF THE
IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY
APPROVING A WASTE TIRE HAULING AGREEMENT WITH
RAMZA, INC. FOR CONTRACTOR SERVICES

WHEREAS, it is necessary for the Board of Directors of the Imperial Valley Resource Management Agency of the County of Imperial, California ("IVRMA") to approve a waste tire hauling services agreement (the "Agreement") with Ramza, Inc., an active California corporation, for the period of July 1, 2019 to June 30, 2020; and

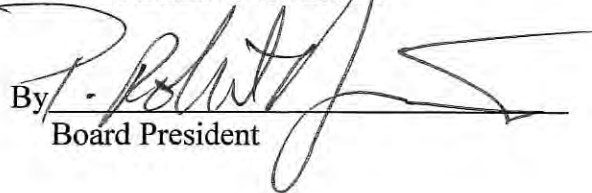
WHEREAS, the IVRMA Board of Directors finds that its approval of the Agreement will be in the best interest of the IVRMA.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY OF THE COUNTY OF IMPERIAL, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. That the foregoing is true, correct and adopted.
2. That the IVRMA Board of Directors does hereby approve the Agreement.
3. That the IVRMA Manger or his/her designee is authorized, on behalf of the IVRMA member agencies, to sign said Agreement, a copy of which is on file at the Office of the Board Secretary.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Imperial Valley Resource Management Agency of the County of Imperial, California, held on the 26th day of June, 2019.

IMPERIAL VALLEY RESOURCE
MANAGEMENT AGENCY


By 
Board President

ATTEST:

By 
Board Secretary

APPROVED AS TO FORM:

Office of the Attorney

By 
Ryan D. Childers, Agency Counsel

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL) ss
CITY OF EL CENTRO)

I, Liz Zarate, Board Secretary of the Imperial Valley Resource Management Agency, do hereby certify that the foregoing Resolution No. IVRMA 19-07 was duly and regularly adopted at the regular meeting of the Board of Directors of the Imperial Valley Resource Management Agency of the County of Imperial, California, held on the 26th day of June, 2019, by the following vote:

AYES: Brawley, Claexico, County (Plancarte), El Centro, Imperial
NOES:
ABSENT: Calipatria, County (Kelley), Holtville,, Westmorland
ABSTAINED:

By 
Secretary

**AGREEMENT FOR WASTE TIRE
HAULING SERVICES**

BETWEEN

**THE IMPERIAL VALLEY
RESOURCE MANAGEMENT AGENCY**

AND

RAMZA, INCORPORATED

**AGREEMENT BETWEEN IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY
AND RAMZA INCORPORATED, FOR CONTRACTOR SERVICES**

This Agreement ("this Agreement" or "the Agreement") is made and entered into by the Imperial Valley Resource Management Agency ("the IVRMA") and Ramza, Incorporated, ("the Contractor") (individually, "Party;" collectively, "Parties") for hauling services ("the Services") of waste tires within the Imperial County ("the Project").

RECITALS

IVRMA wants to retain the services of a contractor to provide waste tire collection and hauling services at a rate of nine hundred dollars (\$900) per trip or approximately sixty-eight dollars (\$68) per ton not to exceed forty (40) tons per month to waste tire recycler.

The Contractor has the expertise, experience and personnel necessary to provide the Services for the Project.

IVRMA and the Contractor want to enter into an agreement whereby IVRMA will retain the Contractor to provide, and the Contractor shall provide, the Services for the Project.

In consideration of the above recitals and the mutual covenants and conditions set forth, herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby set forth their mutual covenants and understandings as follows:

**ARTICLE I
SERVICES**

The above-listed recitals are true and correct and are hereby incorporated by reference.

1.1 Scope of Services.

The scope of services will include ongoing services in connection with the Project and are more fully described in Exhibit "A." The Contractor shall perform the Services as described in Exhibit A at the direction of IVRMA for a fee as set forth in Exhibit "B."

1.2 Task Administrator.

The IVRMA Manager is the task administrator for this Agreement. The Contractor shall provide the Services under the direction of a designated representative of the IVRMA. IVRMA's designated representative will communicate with the Contractor on all matters related to the administration of this Agreement and the Contractor's performance of the Services rendered hereunder. When this Agreement refers to communications to or with IVRMA, those communications will be with the designated representative, unless the designated representative or the Agreement specifies otherwise.

1.3 IVRMA Modification of Scope of Services.

IVRMA may, without invalidating this Agreement, order changes in any task by altering, adding to or deducting from the Services to be performed. All such changes shall be in writing and shall be performed in accordance with the provisions of this Agreement. If any such changes cause an increase or decrease in the Contractor's cost of, or the time required for, the performance of any of the Services, the Contractor shall so notify IVRMA. If appropriate, an equitable adjustment to the Contractor's compensation may be made, provided that any adjustment must be approved by both Parties in writing.

1.4 Written Authorization.

Prior to performing any Services in connection with the Project, the Contractor shall obtain from IVRMA a written authorization to proceed. The Contractor shall advise IVRMA in writing immediately of any anticipated change in any task, fee schedule or time schedule and shall obtain IVRMA's written consent to the change prior to making any changes. In no event shall IVRMA's consent be construed to relieve the Contractor from its duty to render all Services in accordance with applicable laws and accepted industry standards.

1.5 Confidentiality of Services.

All Services performed by the Contractor, including but not limited to all drafts, data, correspondence, proposals, reports and estimates compiled or composed by the Contractor pursuant to this Agreement, are for the sole use of IVRMA, its agents and employees. Neither the documents nor their contents shall be released to any third party without the prior written consent of IVRMA. This provision does not apply to information that (a) was publicly known, or otherwise known to the Contractor, at the time that it was disclosed to the Contractor by IVRMA, (b) subsequently becomes publicly known through no act or omission by the Contractor or (c) otherwise becomes known to the Contractor other than through disclosure by IVRMA. Except for Subcontractors (as that term is defined in section 4.4), neither the documents nor their contents shall be released to any third party without the prior written consent of IVRMA.

ARTICLE II DURATION OF AGREEMENT

2.1 Term of Agreement.

The term of the Agreement shall be from July 1, 2019 to June 30, 2020 for the continuation of collection and hauling of waste tires to designated tire recycling facilities.

2.2 Time of Essence.

The Parties agree that time is of the essence for each provision of this Agreement, unless otherwise specified in this Agreement.

2.3 Notification of Delay.

The Contractor shall immediately notify IVRMA in writing of any delay in completion of the Services. The written notice shall include an explanation of the cause for, and a reasonable estimate of the length of the delay. If the delay affects a material part of the Project, IVRMA may exercise its rights under sections 2.5-2.9 of this Agreement.

2.4 Delay.

If delays in the performance of the Services are caused by unforeseen events beyond the control of both Parties, such delay may entitle the Contractor to a reasonable extension of time, but such delay shall not entitle the Contractor to damages or additional compensation. The following conditions may constitute such a delay: war, changes in law or government regulation, labor disputes, strikes, fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the Contractor's work, inability to obtain materials, equipment or labor, required additional Services or other specific reasons agreed to between IVRMA and the Contractor; provided, however, that (a) this provision shall not apply and the Contractor shall not be entitled to an extension of time for a delay caused by the acts or omissions of the Contractor and (b) that a delay caused by the inability to obtain materials shall not entitle the Contractor to an extension of time unless the Contractor furnishes IVRMA, in a timely manner, documentary proof, to IVRMA's satisfaction, of the inability to obtain materials.

2.5 IVRMA's Right to Suspend for Convenience.

IVRMA may, at its sole option and for its convenience, suspend all or any portion of the Contractor's performance of the Services, for a reasonable period of time not to exceed six (6) months. In accordance with the provisions of this Agreement, IVRMA will give written notice to the Contractor of such suspension. In the event of such a suspension, in accordance with the provisions of Article III of this Agreement, IVRMA shall pay to the Contractor a sum equivalent to the reasonable value of the Services the Contractor has performed up to the date of suspension. Thereafter, IVRMA may rescind such suspension by giving written notice of rescission to the Contractor. IVRMA may then require the Contractor to resume performance of the Services in compliance with the terms and conditions of this Agreement; provided, however, that the Contractor shall be entitled to an extension of time equal to the length of the suspension, unless otherwise agreed to in writing by the Parties.

2.6 IVRMA's Right to Terminate for Convenience.

IVRMA may, at its sole option and for its convenience, terminate all or any portion of the Services agreed to pursuant to this Agreement by giving written notice of such termination to the Contractor. Such notice shall be delivered by certified mail with return receipt for delivery to IVRMA. The termination of the Services shall be effective upon receipt of the notice by the Contractor. After termination of this Agreement, the Contractor shall complete any and all additional work necessary for the orderly filing of documents and closing of the Contractor's Services under this Agreement. For services rendered in completing the work, the Contractor shall be entitled to fair and reasonable compensation for the Services performed by the Contractor before the effective date of termination. After filing of documents and completion of performance, the Contractor shall deliver to IVRMA all documents or records related to both the

Project and to the Contractor's Services on all tasks. By accepting payment for completion, filing and delivering documents as called for in this paragraph, the Contractor discharges IVRMA of all of IVRMA's payment obligations and liabilities under this Agreement.

2.7 Contractor's Right to Terminate for Convenience.

The Contractor may, at its sole option and for its convenience, terminate all or any portion of the Services agreed to pursuant to this Agreement by giving written notice of such termination to IVRMA. Such notice shall be delivered by certified mail with return receipt for delivery to the Contractor. The termination of the Services shall be effective upon receipt of the notice by IVRMA. After termination of this Agreement, the Contractor shall complete any and all additional work necessary for the orderly filing of documents and closing of the Contractor's Services under this Agreement. For services rendered in completing the work, the Contractor shall be entitled to fair and reasonable compensation for the Services performed by the Contractor before the effective date of termination. After filing of documents and completion of performance, the Contractor shall deliver to IVRMA all documents or records related to both the Project and to the Contractor's Services on all tasks. By accepting payment for completion, filing and delivering documents as called for in this paragraph, the Contractor discharges IVRMA of all of IVRMA's payment obligations and liabilities under this Agreement.

2.8 IVRMA's Right to Terminate for Default.

If the Contractor fails to perform or adequately perform any obligation required by this Agreement, the Contractor's failure constitutes a default. If the Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from IVRMA specifying the nature of the default, IVRMA may immediately cancel and/or terminate this Agreement, and terminate each and every right of the Contractor, and any person claiming any rights by or through the Contractor under this Agreement. The rights and remedies of IVRMA enumerated in section 2.8 are cumulative and shall not limit, waive or deny any of IVRMA's rights under any other provision of this Agreement. This section does not otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of this Agreement or hereinafter enacted or established, that may be available to IVRMA against the Contractor.

2.9 IVRMA's Right to Terminate for Bankruptcy or Assignment for the Benefit of Creditors.

If the Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, IVRMA may at its option and without further notice to or demand upon the Contractor, immediately cancel and/or terminate this Agreement, and terminate each and every right of the Contractor, and any person claiming any rights by or through the Contractor. The rights and remedies of IVRMA enumerated in section 2.9 are cumulative and shall not limit, waive, or deny any of IVRMA's rights under any other provision of this Agreement. This section does not otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of this Agreement or hereinafter enacted or established, that may be available to IVRMA against the Contractor.

ARTICLE III

COMPENSATION

3.1 General.

IVRMA shall pay the Contractor for all the Services and all expenses related to performance under this Agreement, in an amount as set forth in the fee schedule. The Contractor shall be entitled to compensation for the Services under this Agreement, whether within the scope of work for any task, or as Additional Services (as that term is defined in section 3.3), based on the fee schedule. For the duration of this Agreement, the Contractor shall not be entitled to fees which exceed the fee schedule. Prior to beginning performance on each task, Contractor shall provide a proposal to IVRMA including a not to exceed cost estimate for each task, a schedule of work and a scope of work. The scope of work shall include all activities or work reasonably anticipated as necessary for successful completion of each task presented by IVRMA.

3.2 Manner of Payment.

The Contractor shall bill all fees and expenses incurred in accordance with this Agreement directly to IVRMA on a monthly basis.

3.2.1 Payments. The Contractor shall submit one (1) invoice per calendar month for work performed in accordance with the fee schedule. The Contractor shall include with each invoice a description of completed work. Undisputed portions of invoices to IVRMA must be in accordance with the fee schedule and will be payable if approved, within thirty (30) calendar days of receipt.

3.3 Additional Services.

If IVRMA requires additional services beyond the task, except for Additional Costs (as that term is defined in section 3.4 of this Agreement), the Contractor will be paid an additional fee ("Additional Services"). Additional Services shall be in accordance with the rates provided in the fee schedule. IVRMA and the Contractor must agree in writing upon such fee prior to the Contractor beginning the Additional Services.

3.4 Additional Costs.

Additional Costs are defined as those costs that can be reasonably determined to be related to the Contractor's errors or omissions, and may include Contractor, IVRMA or Subcontractor (as that term is defined in section 4.4) overhead, construction, materials, demolition and related costs. The Contractor shall not be paid for the Additional Services required due to the Contractor's errors or omissions, and the Contractor shall be responsible for any Additional Costs associated with such errors or omissions. These Additional Costs may be deducted from monies due, or that become due, the Contractor. Whether or not there are any monies due, or becoming due, the Contractor shall reimburse IVRMA for Additional Costs due to the Contractor's errors or omissions.

3.5 Eighty Percent (80%) Notification.

The Contractor shall promptly notify IVRMA in writing of any potential cost overruns. Cost overruns include, but are not limited to the following: (1) where anticipated costs to be incurred in the next sixty (60) calendar days, when added to all costs previously incurred, will exceed eighty percent (80%) of the maximum compensation for this Agreement or (2) where the total cost for performance of the scope of services appears that it may be greater or less than the maximum compensation for this Agreement.

ARTICLE IV CONTRACTOR'S OBLIGATIONS

4.1 Industry Standards.

In addition to the Contractor's covenants described in Article VI hereof, the Contractor agrees that the Services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent firm using the degree of care and skill ordinarily exercised by reputable contractors performing in the same service in the State of California. Where approval by the IVRMA, the IVRMA's Manager or other representatives of IVRMA is required, it is understood to be general approval only and does not relieve the Contractor of responsibility for complying with all applicable laws, codes and good practices.

4.2 Right to Audit.

4.2.1 Access. IVRMA retains the right to review and audit, and the reasonable right of access to Contractor's and all Subcontractor's (as that term is defined in section 4.4) premises to review and audit the Contractor's compliance with the provisions of this Agreement ("IVRMA's Right"). IVRMA's Right includes the right to inspect and photocopy same, and to retain copies, outside of the Contractor's premises, of any and all records with appropriate safeguards, if such retention is deemed necessary by IVRMA in its sole discretion. This information shall be kept by IVRMA in strictest confidence allowed by law.

4.2.2 Audit. IVRMA's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that IVRMA determines are necessary to discover and verify that the Contractor is in compliance with all requirements under this Agreement.

4.2.2.1 Cost Audit. If there is a claim for additional compensation or for Additional Services, IVRMA's Right includes the right to examine books, records, documents and any and all other evidence and accounting procedures and practices that IVRMA determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred or anticipated to be incurred.

4.2.2.1.1 Accounting Records. The Contractor shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. The Contractor shall make available to IVRMA for review and audit all Project-related accounting records and documents and any other financial data. Upon

IVRMA's request, the Contractor shall submit exact duplicates of originals of all requested records to IVRMA.

4.2.3 IVRMA's Right--Binding on Subcontractors. The Contractor shall include IVRMA's Right as described in section 4.2, in any and all of their subcontracts, and shall ensure that these sections are binding upon all the Subcontractors (as that term is defined in section 4.4).

4.3 Insurance.

The Contractor shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit "C," attached to and incorporated herein by this reference.

4.4 Subcontractors.

The Contractor's hiring of or retaining any third parties (singularly, "a Subcontractor" or "the Subcontractor;" in the plural, "the Subcontractors") to perform services related to the Project ("Subcontractor Services") is subject to prior approval by IVRMA. The Contractor shall list on the subcontractors list the Subcontractors known to the Contractor at the time this Agreement is entered. If at any time after this Agreement is entered into the Contractor identifies a need for additional Subcontractor Services, the Contractor shall give written notice to IVRMA of the need, at least forty-five (45) days before entering into a contract for such Subcontractor Services. The Contractor's notice shall include a justification, a description of the scope of work and an estimate of all costs for the Subcontractor Services. The Contractor may request that IVRMA reduce the forty-five (45) day notice period. IVRMA agrees to consider such requests in good faith.

4.4.1 Subcontractor Contract. All contracts entered into between the Contractor and a Subcontractor shall contain the information as described in sections 4.6, 4.7 and, 4.10.2 as well as any other information, terms and conditions required elsewhere in this Agreement, and shall also provide as follows:

4.4.1.1 Each Subcontractor shall obtain insurance policies which shall be kept in full force and effect during any and all work on this Project and for the duration of this Agreement. Each Subcontractor shall obtain, and the Contractor shall require the Subcontractor to obtain, all policies described in Exhibit "C," attached hereto and incorporated herein by this reference.

4.4.1.2 The Contractor is obligated to pay the Subcontractor, for Contractor- and IVRMA-approved invoice amounts, out of amounts paid by IVRMA to the Contractor, not later than fourteen (14) working days from the Contractor's receipt of payment from IVRMA. Nothing in this paragraph shall be construed to impair the right of the Contractor and any Subcontractor to negotiate fair and reasonable pricing and payment provisions among themselves.

4.4.1.3 In the case of a deficiency in the performance of Subcontractor

Services, the Contractor shall notify IVRMA in writing of any withholding of payment to the Subcontractor, specifying: (a) the amount withheld, (b) the specific cause under the terms of the subcontract for withholding payment. (c) the connection between the cause for withholding payment and the amount withheld and (d) the remedial action the Subcontractor must take in order to receive the amount withheld. Once the Subcontractor corrects the deficiency, the Contractor shall pay the Subcontractor the amount withheld within fourteen (14) working days of the Contractor's receipt of IVRMA's next payment.

4.4.1.4 In any dispute between the Contractor and Subcontractor, IVRMA shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The Contractor agrees to defend and indemnify IVRMA as described in Article VI of this Agreement in any dispute between the Contractor and Subcontractor should IVRMA be made a party to any judicial or administrative proceeding to resolve the dispute in violation of this position.

4.4.1.5 The Subcontractor is bound to the same requirements as the Contractor for assurances to IVRMA regarding non-discrimination covenants set forth in Article IV, section 4.6.

4.5 Contract Activity Report.

The Contractor shall submit statistical information to IVRMA as requested in IVRMA's contract activity report. The statistical information shall include the amount of subcontracting provided by firms during the period covered by the contract activity report. With the contract activity report, the Contractor shall provide an invoice from each Subcontractor listed in the report. The Contractor agrees to issue payment to each firm listed in the Report within fourteen (14) working days of receiving payment from IVRMA for Subcontractor Services as described in section 4.4.1.

4.6 Non-Discrimination Requirements.

The Contractor shall not discriminate on the basis of gender, gender identity, gender expression, religion, religious creed, color, national origin, ancestry, race, disability (mental and physical) including HIV and AIDS, medical condition (cancer and genetic characteristics), age (forty (40) and over), marital status, sexual orientation, genetic information or pregnancy, childbirth or related medical conditions in the solicitation, selection, hiring or treatment of Subcontractors, vendors or suppliers. The Contractor shall provide equal opportunity for Subcontractors to participate in subcontracting opportunities. The Contractor understands and agrees that violation of this clause shall be considered a material breach of the Agreement and may result in termination of the Agreement, debarment or other sanctions. This language shall be in contracts between the Contractor and the Subcontractors, vendors and suppliers.

4.7 Drug-Free Workplace.

The Contractor agrees to ensure a drug free work place. The Contractor shall certify to IVRMA that it will provide a drug-free workplace by submitting a contractor certification for a drug-free workplace form.

4.7.1 Contractor's Notice to Employees. The Contractor shall publish a

statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the work place, and specifying the actions that will be taken against employees for violations of the prohibition.

4.7.2 Drug-Free Awareness Program. The Contractor shall establish a drug-free awareness program to inform employees about all of the following:

4.7.2.1 The dangers of drug abuse in the work place.

4.7.2.2 The policy of maintaining a drug-free work place.

4.7.2.3 Available drug counseling, rehabilitation and employee assistance programs.

4.7.2.4 The penalties that may be imposed upon employees for drug use violations.

4.7.3 Posting the Statement. In addition to section 4.7.1 above, the Contractor shall post the drug-free policy in a prominent place.

4.7.4 Subcontractor's Agreements. The Contractor further certifies that each contract for Subcontractor Services for the Project shall contain language that binds the Subcontractor to comply with the provisions of Article IV, section 4.7 of this Agreement. The Contractor and the Subcontractors shall be individually responsible for their own drug-free work place program.

4.8 Intentionally Deleted.

4.9 Product Endorsement.

The Contractor acknowledges and agrees that any advertisement identifying or referring to IVRMA as the user of a product or service requires the prior written approval of IVRMA.

4.10 Conflict of Interest.

The Contractor is subject to all Federal, State and local conflict of interest laws, regulations and policies applicable to public contracts and procurement practices, including but not limited to California Government Code §§1090, *et seq.* and §§81000, *et seq.* The Contractor shall complete one or more statements of economic interest disclosing relevant financial interests as described on Exhibit "D," which is the Contractor's statement of financial interest and is attached hereto and incorporated herein by this reference, which may be amended from time to time by the IVRMA. Upon the IVRMA's request, the Contractor shall submit the necessary supplementary documentation to the IVRMA.

4.10.1 The Contractor shall establish and make known to its employees and

agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

4.10.2 The Contractor and the Subcontractors having subcontracts amounting to one percent (1%) or more of the value of the Services being provided pursuant to this Agreement are precluded from participating in design services, on behalf of the Contractor, construction management and any other construction services related in any way to the Services without the prior written consent of IVRMA.

4.10.3 The Contractor's personnel employed on any task shall not accept gratuities or any other favors from the Subcontractors or any potential Subcontractors. In connection with any task, the Contractor shall not recommend or specify any product, supplier or contractor with whom the Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations or policies.

4.10.4 If the Contractor violates any conflict of interest laws or any of these provisions in section 4.10, the violation shall be grounds for immediate termination of this Agreement. Further, the violation subjects the Contractor to liability to IVRMA for attorneys' fees and all damages sustained as a result of the violation.

4.11 Mandatory Assistance.

If a third party dispute or litigation, or both, arises out of or relates in any way to the Services provided under this Agreement, upon IVRMA's request, the Contractor, its agents, officers and employees agree to assist in resolving the dispute or litigation ("the Mandatory Assistance"). The Contractor's assistance includes, but is not limited to, providing consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

4.12 Compensation for Mandatory Assistance.

IVRMA will compensate the Contractor for fees incurred for providing Mandatory Assistance as Additional Services under section 3.3. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of the Contractor, its agents, officers or employees, IVRMA is then entitled to repayment of all fees paid to the Contractor, its agents, officers and employees for Mandatory Assistance.

4.13 Attorneys' Fees related to Mandatory Assistance.

In providing IVRMA with dispute or litigation assistance, the Contractor or its agents, officers, and employees may incur expenses and/or costs. The Contractor agrees that any attorneys' fees it may incur as a result of assistance provided under section 4.11 are not reimbursable by IVRMA.

ARTICLE V

IVRMA'S OBLIGATIONS

5.1 Ownership of Documents.

Once the Contractor has received any compensation for the Services performed, all documents, including but not limited to, original plans, studies, sketches, drawings, computer printouts and disk files, and specifications prepared in connection with or related to any task or Services, shall be the property of IVRMA. IVRMA's ownership of these documents includes use of, reproduction or reuse of and all incidental rights, whether or not the work for which they were prepared has been performed. IVRMA's ownership entitlement arises upon payment or any partial payment for work performed and includes ownership of any and all work product completed. This section shall apply whether the Contractor's Services are terminated by the completion of the Project or in accordance with other provisions of this Agreement. Notwithstanding any other provision of this paragraph or Agreement, the Contractor shall have the right to make copies of all such plans, studies, sketches, drawings, computer printouts and disk files and specifications.

The Contractor shall not be responsible for damage caused by subsequent changes to or uses of the plans or specifications, where the subsequent changes or uses are not authorized or approved by the Contractor, provided that the service rendered by the Contractor was not a proximate cause of the damage.

5.2 Additional Contractors or Subcontractors.

IVRMA reserves the right to employ, at its own expense, such additional contractors or subcontractors as IVRMA deems necessary to perform work or to provide the Services on the Project.

5.3 Employment of IVRMA Staff.

This Agreement may be unilaterally and immediately terminated by IVRMA, at its sole discretion, if the Contractor employs an individual who, within the twelve (12) months immediately preceding such employment did, in the individual's capacity as an officer or employee of IVRMA, participate in, negotiate with or otherwise have an influence on the recommendation made to the IVRMA Board or the IVRMA Manager in connection with the selection of the Contractor.

ARTICLE VI INDEMNIFICATION

6.1 [Intentionally left blank]

6.2 Indemnification for Other Than Liability.

To the full extent permitted by law, the Contractor shall indemnify, defend and hold harmless IVRMA, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative

proceedings, regulatory proceedings, losses, expenses or costs of any kind, including reasonable attorneys' fees and costs, court costs, interest, defense costs and expert witness fees) to the extent the same arise out of, are a consequence of or are in any way attributable to the performance of this Agreement by the Contractor or by any individual or entity for which the Contractor is legally liable, including but not limited to officers, agents, employees or the Subcontractors of the Contractor.

6.3 General Indemnification Provisions.

The Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from a Subcontractor or any other person or entity involved by, for, with or on behalf of the Contractor in the performance of this Agreement. In the event the Contractor fails to obtain such indemnity obligations from others as required here, the Contractor agrees to be fully responsible according to the terms of this section. Failure of the IVRMA to monitor compliance with these requirements imposes no additional obligations on the IVRMA and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend the IVRMA as set forth here is binding on the successors, assigns or heirs of the Contractor and shall survive the termination of this Agreement or this section.

ARTICLE VII MISCELLANEOUS

7.1 Notices.

In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to IVRMA shall be addressed to **Bob Douthitt, IVRMA Manager, 300 South Imperial Avenue, Suite 11, El Centro, CA 92243** and notice to the Contractor shall be addressed to **Moises Ramirez, General Manager, Ramza Incorporated, 1091 Plata Drive, Calexico, CA 92231**.

7.2 Headings.

All article headings are for convenience only and shall not affect the interpretation of this Agreement.

7.3 Non-Assignment.

The Contractor shall not assign the obligations under this Agreement, whether by express assignment or by sale of the company, nor any monies due or to become due, without IVRMA's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for immediate termination of this Agreement, at the sole discretion of IVRMA. In no event shall any putative assignment create a contractual relationship between IVRMA and any putative assignee.

7.4 Independent Contractors.

The Contractor and the Subcontractors employed by the Contractor shall be independent contractors and not agents of the IVRMA. Any provisions of this Agreement that may appear to give the IVRMA any right to direct the Contractor concerning the details of performing the Services, or to exercise any control over such performance, shall mean only that the Contractor shall follow the direction of the IVRMA concerning the end results of the performance. Without receiving the Contractor's written permission, the IVRMA agrees not to hire, retain or contract with any employee of the Contractor who performs services for the IVRMA under this Agreement for one (1) year from the date this Agreement is terminated.

7.5 Contractor and Subcontractor Principals for Services.

It is understood that this Agreement is for the Services. Retention of the Contractor's Services is based on the particular expertise of the individuals rendering the services set forth in each task. Accordingly, portions of the described service may not be delegated to other members of the team or the Subcontractors without prior written consent by the IVRMA. It is mutually agreed that Moises Ramirez, General Manager, is the principal person responsible for delivery of all Services and may not be removed from any tasks without the IVRMA's prior written approval. In the event Moises Ramirez becomes unavailable for any reason, the IVRMA must be consulted as to any replacements. Further, the IVRMA reserves the right, after consultation with the Contractor, to require removal of the Contractor's employees or agents.

7.6 Covenants and Conditions.

All provisions of this Agreement expressed as either covenants or conditions on the part of the IVRMA or the Contractor shall be deemed to be both covenants and conditions.

7.7 Compliance with Controlling Law.

The Contractor shall comply with all laws, ordinances, regulations, and policies of the Federal, State and local governments applicable to this Agreement, including California Labor Code §1720 relating to the payment of prevailing wages during the design and preconstruction phases of a project, including inspection and land surveying work. In addition, the Contractor shall comply immediately with all directives issued by the IVRMA or its authorized representatives under authority of any laws, statutes, ordinances, rules or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

7.8 Jurisdiction, Venue and Attorney Fees.

The venue for any suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any related disputes shall be in the County of Imperial, State of California. In the event of any litigation arising from breach of this Agreement, or the Services provided under this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party all reasonable costs incurred including staff time, court costs, attorneys fees', and all other related expenses incurred in such litigation.

7.9 Successors in Interest.

This Agreement and all rights and obligations created by this Agreement shall be in force and effect whether or not any Parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any Party's successor in interest.

7.10 Integration.

This Agreement and the exhibits incorporated into this Agreement fully express all understandings of the Parties concerning the matters covered in this Agreement. No change, alteration or modification of the terms or conditions of this Agreement, and no verbal understanding of the Parties, their officers, agents or employees, shall be valid unless made in the form of a written change agreed to in writing by both Parties or an amendment to this Agreement agreed to by both Parties. All prior negotiations and agreements are merged into this Agreement.

7.11 Counterparts.

This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.

7.12 No Waiver.

No failure of either the IVRMA or the Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition and term hereof, shall continue in full force and effect to any existing or subsequent breach.

7.13 Severability.

The unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision of this Agreement unenforceable, invalid or illegal.

7.14 Municipal Powers.

Nothing contained in this Agreement shall be construed as a limitation upon the powers of IVRMA as a joint powers authority in the State of California.

7.15 Drafting Ambiguities.

The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision that is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the

Agreement.

7.16 Signing Authority.

The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture or governmental entity and agrees to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.

7.17 Conflicts Between Terms.

If an apparent conflict or inconsistency exists between the main body of this Agreement and the exhibits, the main body of this Agreement shall control. If a conflict exists between an applicable Federal, State or local law, rule, regulation, order or code and this Agreement, the law, rule, regulation, order or code shall control. Varying degrees of stringency among the main body of this Agreement, the exhibits, and laws, rules, regulations, orders or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.

7.18 Non-Appropriation.

This Agreement is based on the availability of public funding on the part of the IVRMA. In the event of unavailability or non-appropriation of funds, the IVRMA may either agree to make up the shortfall in a manner of its choosing or terminate the Agreement, without penalty, after written notice to the Contractor. Should the IVRMA elect to terminate the Agreement, it shall compensate the Contractor for the work it has performed up to the date of termination.

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IN WITNESS WHEREOF, this Agreement is executed by the IVRMA Board, acting by and through the IVRMA Manager, pursuant to Resolution No. 19-07, authorizing such execution, and by the Contractor.

Dated this 26 day of June, 2019.

IMPERIAL VALLEY RESOURCE
MANAGEMENT AGENCY

By: [Signature]
IVRMA Representative

Date: JUNE 7, 2019

I HEREBY CERTIFY I can legally bind Ramza, Incorporated, and that I have read all of this Agreement, this 6 day of June, 2019.

By: [Signature]
Authorized Representative

Title: vice-pres. det
Print Name: Lehro M. Ramrez
Date: June 6, 2019

I HEREBY APPROVE the form and legality of the foregoing Agreement this 26 day of June, 2019.

APPROVED AS TO FORM:

By the Law Office of Childers & Associates

By: [Signature]
Ryan D. Childers / Agency Counsel

March 13, 2020

Mr. Bob Douthitt
IVRMA
300 South Imperial Ave. #11
El Centro, California 92243

Subject: Letter of Intent for FY 2020/2021 Management and Operation of IVRMA Certified Oil Collection Centers / Household Hazardous Waste Collection Facilities and Other Associated Activities

Dear Bob,

Stericycle Environmental Solutions is pleased to submit this letter of intent for continued management and operation of three Certified Oil Collection Centers / Household Hazardous Waste Collection Facilities and other associated services for the Fiscal Year 2020/2021. Stericycle Environmental Solutions has the expertise and experience in operating and managing certified oil collection centers / HHW collection facilities. We are confident that you will continue to be pleased with our high quality, responsive, and concise approaches in our hazardous waste performance. This year we are requesting a CPI price increase of 2.5% to disposal rates. This is reflected in Task 2 "Estimated Annual Disposal Costs". Please note that there is no increase requested to Task 1 "Management of Certified Oil Collection Centers/Household Hazardous Waste Collection Facilities".

SCOPE OF WORK

The scope of work is described below:

Task - 1: Management of Certified Oil Collection Centers / Household Hazardous Waste Collection Facilities

This task includes management and operation of the El Centro, Brawley, and Calexico certified oil collection centers / household hazardous waste (HHW) collection facilities. The El Centro, Brawley and Calexico centers and HHW collection facilities will be operated on a weekly flat fee basis. The flat fee includes performing opening and closing inspections of the HHW collection facilities; receiving household hazardous wastes from Imperial Valley residents; segregating, bulking, labpacking and profiling of all wastes received. Specifically, Stericycle aims to organize the waste materials into bulk profiles such that maximum use of approved transportation carrier packages may be utilized while minimizing costs. This task shall be completed on a flat fee basis and covered by CalRecycle Used Oil Payment Program Grant funding.

EXHIBIT A

Services	Quantity	Rate	Total Cost
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Hazardous Waste Technician (Except Holiday Weekends)	104 (2 x 52 weeks)	\$ 347.81/each	\$36,172.24
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Task 1 Total: \$36,172.24

Task - 2: Hazardous Waste Disposal and Other IVRMA Activities

This task includes hazardous waste disposal services and other outside contracted activities.

Services	Quantity	Rate	Total Cost
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Estimated Annual Disposal Costs*			\$28,700.00
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*Estimated annual disposal costs include transportation charges, labor fees (i.e. driver, chemist, etc), E&I (3%), supplies, equipment and disposal charges. The estimated annual disposal costs above are based on the information provided and will be confirmed following receipt of a completed waste profile. All pricing is pending profile approval and/or waste sample analysis.

Task 2 Total: \$28,700.00

Task Summary

Task – 1:	Certified Oil Center / HHW Collection Facility Operations & Management	\$36,172.24
Task - 2:	Hazardous Waste Disposal & Other IVRMA Activities – Covered By IVRMA Membership	<u>\$28,700.00</u>
		Total: \$64,872.24

Stericycle Environmental Solutions appreciates the opportunity to provide continued services to the IVRMA. If you have any questions, please feel free to contact me anytime.

Warmly,

Jennie Wagner

HHW Account Manager
STERICYCLE ENVIRONMENTAL SOLUTIONS

1 **MODIFICATION #1 TO AGREEMENT FOR SERVICES**

2 **Rubber Recovery, Inc., A California Corporation**

3
4 THIS FIRST MODIFICATION OF AGREEMENT FOR SERVICES (“Modification #1”),
5 made and entered into effective the ___ day of _____, 2020, by and between the **Imperial**
6 **Valley Resource Management Agency**, a regional agency under California Public Resources Code
7 Section 40970 et al., (“IVRMA”) and **Rubber Recovery, Inc., A California Corporation**, an active
8 California corporation (“CONTRACTOR”) (individually, “Party;” collectively, “Parties”) shall be as
9 follows:

10 **RECITALS**

11 **WHEREAS**, on April 25, 2018 through Resolution No. 18-04, IVRMA and CONTRACTOR
12 entered into an Agreement for Services (“Agreement”) for compliant recycling and disposition of
13 waste tires collected by IVRMA and delivered to the CONTRACTOR by IVRMA or its designated
14 and properly permitted independent hauler (“Project”), attached hereto as **Exhibit “1”**; and

15 **WHEREAS**, the term of the Agreement is set to expire on June 30, 2020; and

16 **WHEREAS**, the Parties desire to extend the term of the Agreement for an additional one (1) year
17 and modify the rate of compensation to \$95 per ton; and

18 **WHEREAS**, the Agreement permits modification by written amendment.

19 **NOW, THEREFORE**, in consideration of their mutual covenants, IVRMA and
20 CONTRACTOR agree to the following:

21 **A.** The first sentence of the paragraph entitled “Term of Agreement” is amended to read as
22 follows:

23 “Term of Agreement

24 The term of Agreement shall be for three (3) years commencing July 1, 2018 to June 30,
25 2021, subject to written acceptance by both parties and availability of waste tire-related funds
26 to IVRMA.”

27 **B.** The first sentence of the paragraph entitled “Compensation for Contracted Services” is
28 amended to read as follows:

1 "Compensation for Contracted Services

2 Stated services for properly-manifested waste tires received from IVRMA or independently
3 from its designated and permitted waste tire hauling contractor are subject to the following
4 considerations and remunerated to the CONTRACTOR at ninety-five dollars (\$95) per ton
5 during the third year of this Agreement:"

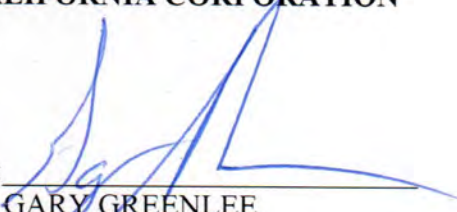
6 C. All other terms and conditions of the Agreement remain in full force and effect.

7 **IN WITNESS WHEREOF**, the Parties have executed this Modification #1 on the day and
8 year first above written.

9
10 **IMPERIAL VALLEY RESOURCE**
11 **MANAGEMENT AGENCY**

RUBBER RECOVERY, INC., A
CALIFORNIA CORPORATION

12
13 By: _____
14 GEORGE NAVA
15 Chairman of the Board of Directors

By: 
16 GARY GREENLEE
17 CFO

18
19 **ATTEST:**

20 _____
21 By: CRISTI LERMA
22 Secretary to IVRMA

23 **APPROVED AS TO FORM:**

24 ADAM G. CROOK
25 County Counsel

26 By: _____
27 Eric Havens
28 Assistant County Counsel

IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY

SERVING THE CITIES OF BRAWLEY, CALEXICO, CALIPATRIA, EL CENTRO,
HOLTVILLE, IMPERIAL, WESTMORLAND AND IMPERIAL COUNTY



IVRMA BOARD MEMBERS

CHAIR

Luis Plancarte
County of Imperial

CO-CHAIR

Robert Amparano
City of Imperial

Maria Nava-Froelich
City of Calipatria

George Nava
City of Brawley

Bill Hodge
City of Calexico

Cheryl Viegas-Walker
City of El Centro

Jim Predmore
City of Holtville

Ryan Kelley
County of Imperial

Larry Ritchie
City of Westmorland

Marcela Piedra
City of El Centro
Administrator

Bob Douthitt
Program Manager

Clara F. Obeso
Staff Assistant
Board Secretary

July 17, 2018

Rubber Recovery, Inc.
Attn. Bob Davis
P.O. Box 310301
Fontana, CA 92331

Dear Mr. Davis,

I am pleased to inform you that the Board of Directors of the Imperial Valley Resource Management Agency, during their regular meeting of April 25, 2018 approved the agreement for services with Rubber Recovery, Inc.

For your records, please find enclosed a copy of Resolution No. 18-04.

Please do not hesitate to contact me if you have any questions.

Sincerely,

Clara F. Obeso
IVRMA Board Secretary

cc: IVRMA – B. Douthitt

RESOLUTION NO. IVRMA 18-04

RESOLUTION OF THE BOARD OF DIRECTORS OF THE
IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY
APPROVING THE AGREEMENT WITH RUBBER
RECOVERY, INC. FOR CONTRACT SERVICES

WHEREAS, the Board of Directors of the Imperial Valley Resource Management Agency ("IVRMA") approves the agreement between IVRMA and Rubber Recovery, Inc. ("RRI") for compliant recycling/disposition of waste tires ("the Agreement") on the 25th day of April, 2018, the term of which is set to expire on June 30, 2020; and


WHEREAS, the IVRMA Board of Directors finds that its approval of the Revised Agreement will be in the best interest of the IVRMA.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY OF THE COUNTY OF IMPERIAL, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

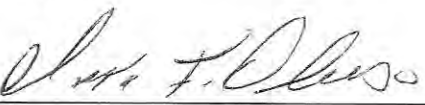
1. That the foregoing is true, correct and adopted.
2. That the IVRMA Board of Directors does hereby approve the Agreement between IVRMA and RRI.
3. That the IVRMA's Program Manager is hereby authorized to sign the Revised Agreement, a copy of which is on file at the office of the IVRMA Board Secretary, on behalf of the IVRMA.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Imperial Valley Resource Management Agency of the County of Imperial, California, held on the 25th day of April 2018.

IMPERIAL VALLEY RESOURCE
MANAGEMENT AGENCY

By 
Board President

ATTEST:

By 
Board Secretary

APPROVED AS TO FORM:


Office Legal Counsel

By 
Ryan D. Childers, Agency Counsel

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL) ss
CITY OF EL CENTRO)

I, Clara Fimbres Obeso, Secretary of the Imperial Valley Resource Management Agency, do hereby certify that the foregoing Resolution No. IVRMA 18-04 was duly and regularly adopted at the regular meeting of the Board of Directors of the Imperial Valley Resource Management Agency of the County of Imperial, California, held on the 25th day of April, 2018, by the following vote:

AYES: Hodge, Viegas-Walker, Predmore, Amparano, Plancarte
NOES: None
ABSENT: Nava, Nava-Froelich, Kelly, Ritchie
ABSTAINED: None

By 
Secretary

AGREEMENT FOR
COMPLIANT WASTE TIRE RECYCLING/DISPOSITION SERVICES

BETWEEN

THE IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY ("IVRMA")

AND

RUBBER RECOVERY, INC. ("RRI")

This Agreement ("this Agreement") is made and entered into by IVRMA and RRI, an independent contractor ("the Contractor") (individually, "Party"; collectively, "Parties"), for compliant recycling/disposition of waste tires collected by IVRMA and delivered to the Contractor by IVRMA or its designated and properly permitted independent hauler. In consideration of these recitals and the mutual covenants and conditions set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby set forth their mutual covenants and understandings as follows:

Recitals

IVRMA desires to retain the services of the Contractor to receive and compliantly manage recycling/disposition of IVRMA-collected/transported waste tires at the Contractor's Fontana, California facility.

Contracting Services

IVRMA's Manager is the task administrator for this Agreement. IVRMA's designated representative will communicate with the Contractor on all matters related to the administration of this Agreement and the Contractor's performance of the services rendered hereunder. When this Agreement refers to communications to or with IVRMA, those communications will be with the designated representative, unless the designated representative or this Agreement specifies otherwise.

IVRMA has the resolute authorization and requisite permits to collect waste tires and engage in this Agreement with the Contractor.

The Contractor has the authority, expertise and requisite permits to receive and properly manage manifested waste tires delivered from IVRMA site(s).

The Contractor carries and is current with all bonds and insurance required by CalRecycle for waste tire hauling (permit #18-00683) and processing operations (permit #1620515-01) in the State of California.

IVRMA shall remunerate the Contractor's services at the delivered rate of eighty-six dollars (\$86) per ton during the first year of the agreement and eighty-eight dollars (\$88) per ton

during the second year of this agreement.

In addition to the Contractor's covenants described hereof, the Contractor agrees that the contracting services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent professional contracting firm using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Where approval by IVRMA, IVRMA's Manager or other representatives of IVRMA is required, it is understood to be general approval only and does not relieve the Contractor of responsibility for complying with all applicable laws, codes and good contracting practices.

It is understood and agreed that the Contractor, in the performance of the work and services agreed to be performed by the Contractor, shall act as and be an independent contractor and not an agent or employee of IVRMA, and as an independent contractor, shall obtain no rights to retirement benefits or other benefits which accrue to IVRMA's, and Contractor hereby expressly waives any claim it may have to any such rights. IVRMA has the right to control or direct only the result of the work and not what will be done and how it will be done.

The Contractor shall ensure a drug free workplace.

The Contractor shall not discriminate, in any way, against any person on the basis of a race, gender, religion, religious creed, national origin, color, sexual orientation, age, disability (mental and physical) including HIV and AIDS, ancestry, medical condition (cancer and genetic characteristics), genetic information, marital status, gender identity, gender expression or sex (which includes pregnancy, childbirth or related medical conditions) in connection with or related to the performance of this Agreement.

Insurance

Commercial General Liability Insurance. The Contractor shall maintain commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than one million dollars (\$1,000,000) per occurrence.

Workers' Compensation Insurance. In accordance with the provisions of Labor Code §3700, the Contractor shall be insured against liability for Workers' Compensation or undertake self-insurance. The Contractor agrees to comply with such provisions before commencing performance of any work under this Agreement.

Proof of Insurance to IVRMA before Notice to Proceed to Work. The Contractor shall satisfactorily provide certificates of insurance to the IVRMA Board Secretary before a notice to proceed will be issued. Approval of insurance by IVRMA shall not relieve or decrease the extent to which the Contractor may be held responsible for payment of damages resulting from services or operations performed pursuant to this Agreement. The Contractor shall not perform any work under this Agreement until the Contractor has obtained the required

insurance and until the required certificates have been submitted to IVRMA and approved by Agency Counsel. If the Contractor fails or refuses to furnish IVRMA required proof that insurance has been procured and is in force and paid for, IVRMA shall have the right at IVRMA's election to forthwith terminate this Agreement immediately without any financial contractual obligation to IVRMA. As a result of such termination, IVRMA reserves the right to employ another contractor to complete the project.

Term of Agreement

The term of Agreement shall be for two (2) years commencing July 1, 2018 to June 30, 2020, subject to written acceptance by both parties and availability of waste tire-related funds to IVRMA. Termination of this Agreement would occur if:

- IVRMA loses its waste tire management funding from CalRecycle
- IVRMA reaches budgeted waste tire management funds during the contracted term
- RRI files for insolvency
- RRI loses its waste tire processing permit from CalRecycle.

Such terminating factors shall be immediately communicated from the affected Party to the other with services terminated upon certified receipt written of notice. Should IVRMA be the terminating Party, the Contractor shall be remunerated for unpaid services rendered prior to notice of termination. Should RRI be the terminating Party, IVRMA shall cease delivering waste tires to the Contractor's facility.

Compensation for Contracted Services

Stated services for properly-manifested waste tires received from IVRMA or independently from its designated and permitted waste tire hauling contractor are subject to the following considerations and remunerated to the Contractor at the referenced eighty-six dollars (\$86) per ton during the first year of the Agreement and eighty-eight (\$88) per ton during the second year of this Agreement:

- Waste tires of all types are acceptable to the Contractor (truck, passenger, off-the-road, forklift, etc.).
- Waste tire quality is "clean tires" (no mud, rocks or other organic/inorganic inclusions; free of water). Waste tires mounted on metal rims are acceptable; free-metal, plastic, glass or any other non-waste tire material inclusions are unacceptable.
- All IVRMA-derived waste tires shipped to the Contractor shall be weighed at IVRMA's expense in empty/full ("gross/tare weights") trailer condition to determine net weight per load of waste tires delivered to/received and unloaded by the Contractor.
- The Contractor shall have two (2) hours to unload waste tires from IVRMA by an independent, permitted hauler between the hours of 7:00 a.m. and 2:00 p. m., Monday through Friday excluding holidays and the Contractor's employee's lunch hour of 11:00 am to noon each day. The Contractor agrees to pay any penalty imposed upon IVRMA as a result of RRI exceeding the two (2) hour unloading allowance for scheduled waste

tire deliveries from IVRMA.

- Cumulative net waste tire weights received during a given month shall be invoiced to IVRMA at the referenced per ton prices cited above on/about the first day of the subsequent month. IVRMA has thirty (30) days from date of the Contractor's invoice to make payment in full to the Contractor via surface mail.

Assignment

This Agreement and all rights and obligations created by this Agreement cannot be assigned or transferred without written consent of the Parties.

Prior Agreements and Amendments

This Agreement represents the entire understanding of the Parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may only be modified by a written amendment.

Indemnification

RRI shall indemnify, defend, and hold harmless IVRMA and its officers, agents, and employees, against any and all claims, losses, damages, liabilities, and related expenses (including attorney fees), arising out of the performance of this Agreement. IVRMA shall indemnify, defend, and hold harmless RRI against any and all claims, losses, damages, liabilities, and related expenses (including attorney fees), arising out of the gross negligence or fraud of IVRMA and its officers, agents, and employees.

Compliance with Laws

The Contractor shall comply with all applicable laws, ordinances, codes and regulations of the Federal, State and local governments.

Governing Law

IVRMA and the Contractor agree that the law governing this Agreement shall be that of the State of California. Any suit brought by either Party against the other arising out of the performance of this Agreement shall be filed and maintained in the Superior Court of the County of Imperial.

Conflict of Interest

The Contractor shall avoid all conflict of interest or appearance of conflict of interest in performance of this Agreement. The Contractor shall file a disclosure statement, if required by the IVRMA resolution, which shall be filed within thirty (30) days from the effective date of this Agreement or such Resolution, as applicable.

No member, officer, or employee of IVRMA, during their tenure, or for one (1) year thereafter,

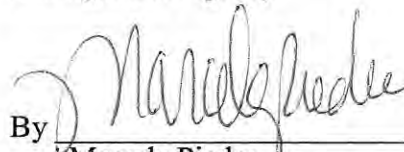
shall have any interest, direct or indirect, in this Agreement or the proceeds thereof and the Contactor agrees not allow, permit, grant, transfer or otherwise do anything which will result in such member, officer or employee of IVRMA from having such interest.

Signing Authority/Notices

The representative for each Party on behalf of IVRMA and the Contractor has the authority to sign this Agreement on behalf of the respective entity. All written notices required under this Agreement shall be directed to the persons sign in g below and to the associated and designated addresses.

Dated this 25th day of April, 2018.

Imperial Valley Resource
Management Agency

By 
Marcela Piedra,
IVRMA Administrator

Date 7/16/18

Rubber Recovery, Inc.

By 
Bob Davis, RRI

Date 6-14-18

I hereby approve the form of the foregoing Agreement this 7th day of July,
of 2018.

By 
Ryan D. Childers, Agency Counsel

1 **EXTENSION #2 TO AGREEMENT FOR SERVICES**

2 **SES / Secure E-Waste Solutions**

3 THIS SECOND EXTENSION OF AGREEMENT FOR SERVICES (“Extension #2”), made and
4 entered into effective the ____ day of _____, 2020, by and between the **Imperial Valley Resource**
5 **Management Agency**, a regional agency under California Public Resources Code Section 40970 et al.,
6 (“IVRMA”) and **SES / Secure E-Waste Solutions**, an active California corporation (“CONTRACTOR”)
7 (individually, “Party;” collectively, “Parties”) shall be as follows:

8 **RECITALS**

9 **WHEREAS**, on June 27, 2018 through IVRMA Resolution No. 18-06, IVRMA and
10 CONTRACTOR entered into an Agreement for Services (“Agreement”) for compliant recycling and
11 disposition of E-Waste collected by IVRMA and delivered to CONTRACTOR by IVRMA or its designated
12 and properly permitted independent hauler (“Project”), attached hereto as **Exhibit “1,”**; and

13 **WHEREAS**, the term of the Agreement was first extended on May 22, 2019 through IVRMA
14 Resolution No. 19-04 to June 1, 2019 to May 31, 2020; and

15 **WHEREAS**, the term of the first extension to the Agreement is set to expire on May 31, 2020; and

16 **WHEREAS**, the Agreement permits the Parties to renew the term of the Agreement for additional
17 one (1) year for up to five (5) years subject to written acceptance by the Parties and availability of E-Waste
18 related funds to IVRMA; and

19 **WHEREAS**, the Parties desire to extend the term of the Agreement for an additional one (1) year,
20 subject to the terms and conditions provided for herein.

21 **NOW, THEREFORE**, in consideration of their mutual covenants, IVRMA and CONTRACTOR
22 agree to the following:

23 **A.** The term of the Agreement shall be extended for an additional one (1) year, commencing on June
24 1, 2020, and terminating on May 31, 2021, unless otherwise extended or terminated as provided for
25 under the Agreement.

26 **B.** All other terms and conditions of the Agreement remain in full force and effect.

27 ///

28 ///

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

3 **IMPERIAL VALLEY RESOURCE**
4 **MANAGEMENT AGENCY**

SES / SECURE E-WASTE SOLUTIONS

5
6 By: _____
7 GEORGE NAVA
8 Chairman of the Board of Directors

By: _____
LARRY KURSCHNER
Chief Executive Officer

9 **APPROVED AS TO FORM:**

10 ADAM G. CROOK
11 County Counsel

12
13 By: _____
14 Eric Havens
15 Assistant County Counsel

IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY

SERVING THE CITIES OF BRAWLEY, CALEXICO, CALIPATRIA, EL CENTRO,
HOLTVILLE, IMPERIAL, WESTMORLAND AND IMPERIAL COUNTY



IVRMA BOARD MEMBERS

CHAIR

Luis Plancarte
County of Imperial

CO-CHAIR

Robert Amparano
City of Imperial

Maria Nava-Froelich
City of Calipatria

George Nava
City of Brawley

Bill Hodge
City of Calexico

Cheryl Viegas-Walker
City of El Centro

Jim Predmore
City of Holtville

Ryan Kelley
County of Imperial

Larry Ritchie
City of Westmorland

Marcela Piedra
City of El Centro
Administrator

Bob Douthitt
Program Manager

Clara F. Obeso
Staff Assistant
Board Secretary

July 17, 2018

Secure E-Waste Solutions - SES
Attn. Larry Kurschner
8810 Rehco Road, Suite C
San Diego, CA 92121

Dear Mr. Kurschner,

I am pleased to inform you that the Board of Directors of the Imperial Valley Resource Management Agency, during their regular meeting of June 27, 2018 approved the agreement for services with Secure E-Waste Solutions - SES.

For your records, please find enclosed a copy of Resolution No. 18-06.

Please do not hesitate to contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Clara F. Obeso".

Clara F. Obeso
IVRMA Board Secretary

cc: IVRMA – B. Douthitt

RESOLUTION NO. IVRMA 18-06

RESOLUTION OF THE BOARD OF DIRECTORS OF THE
IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY
APPROVING AN AGREEMENT WITH SES/SECURE E-
WASTE SOLUTIONS. FOR CONTRACTOR SERVICES

WHEREAS, it is necessary for the Board of Directors of the Imperial Valley Resource Management Agency of the County of Imperial, California ("IVRMA") to approve a contractor services agreement with SES/Secure E-Waste Solutions (SES) for compliant recycling/disposition of E-Waste for a period of one year commencing June 1, 2018 to May 31, 2019, subject to annual renewals up to five (5) years, and

WHEREAS, the Board of Directors of IVRMA finds that its approval of said Agreement will be in the best interest of the IVRMA.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY OF THE COUNTY OF IMPERIAL, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:


1. That the foregoing is true, correct and adopted.
2. That the Board of Directors of IVRMA does hereby approve the Agreement with SES/Secure E-Waste Solutions (SES) for compliant recycling/disposition of E-Waste.
3. That the IVRMA Lead Administrator or his/her designee is authorized, on behalf of the IVRMA member agencies, to sign said Agreement, a copy of which is on file at the Office of the Board Secretary.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Imperial Valley Resource Management Agency of the County of Imperial, California, held on the 27th day of June, 2018.

IMPERIAL VALLEY RESOURCE
MANAGEMENT AGENCY

By 
Board President

ATTEST:

By 
Board Secretary

APPROVED AS TO FORM:
Office of the Attorney

By 
Ryan D. Childers, Agency Counsel

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL) ss
CITY OF EL CENTRO)

I, Clara F. Obeso, Secretary of the Imperial Valley Resource Management Agency, do hereby certify that the foregoing Resolution No. IVRMA 18-06 was duly and regularly adopted at a regular meeting of the Board of Directors of the Imperial Valley Resource Management Agency of the County of Imperial, California, held on the 27th day of June, 2018, by the following vote:

AYES: Brawley, Calipatria, El Centro, Holtville, Imperial, Westmorland,
County of Imperial
NOES: None
ABSENT: Calexico
ABSTAINED: None

By 
Secretary

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY ("IVRMA") AND SECURE E-WASTE SOLUTIONS ("SES")

This Agreement ("this Agreement") is made and entered into by IVRMA and SES, an independent contractor ("the Contractor") (individually, "Party"; collectively, "Parties"), for compliant recycling/disposition of E-Waste collected by IVRMA and delivered to the Contractor by IVRMA or its designated and properly permitted independent hauler. In consideration of these recitals and the mutual covenants and conditions set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby set forth their mutual covenants and understandings as follows:

Recitals

IVRMA desires to retain the services of the Contractor to receive and compliantly manage recycling/disposition of IVRMA-collected/transported E-Waste at the Contractor's San Diego, California facility.

Contracting Services

IVRMA's Manager is the task administrator for this Agreement. IVRMA's designated representative will communicate with the Contractor on all matters related to the administration of this Agreement and the Contractor's performance of the services rendered hereunder. When this Agreement refers to communications to or with IVRMA, those communications will be with the designated representative, unless the designated representative or this Agreement specifies otherwise.

IVRMA has the resolute authorization and requisite permits to collect waste compliant recycling/disposition of E-Waste and engage in this Agreement with the Contractor.

The Contractor has the authority, expertise and requisite permits to receive and properly manage manifested for compliant recycling/disposition of E-Waste collected by IVRMA site(s).

The Contractor carries and is current with all bonds and insurance required by CalRecycle for E-Waste hauling (permit #116118) and processing operations in the State of California.

SES shall pay to IVRMA a portion of recycling funds that SES receives from collection of E-Waste collected at IVRMA. SES shall pay IVRMA equal to \$.08/lbs. of CRT/LCD material ONLY as set forth on Exhibit "A" (Pick-up Agreement).

In addition to the Contractor's covenants described hereof, the Contractor agrees that the contracting services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent professional contracting firm using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Where approval by IVRMA, IVRMA's Manager or other representatives of IVRMA is required, it is understood to be general approval only and does not relieve the Contractor of responsibility for complying with all applicable laws,

codes and good contracting practices.

It is understood and agreed that the Contractor, in the performance of the work and services agreed to be performed by the Contractor, shall act as and be an independent contractor and not an agent or employee of IVRMA, and as an independent contractor, shall obtain no rights to retirement benefits or other benefits which accrue to IVRMA's, and Contractor hereby expressly waives any claim it may have to any such rights. IVRMA has the right to control or direct only the result of the work and not what will be done and how it will be done.

The Contractor shall ensure a drug free workplace. The Contractor shall not discriminate, in any way, against any person on the basis of a race, gender, religion, religious creed, national origin, color, sexual orientation, age, disability (mental and physical) including HIV and AIDS, ancestry, medical condition (cancer and genetic characteristics), genetic information, marital status, gender identity, gender expression or sex (which includes pregnancy, childbirth or related medical conditions) in connection with or related to the performance of this Agreement.

Insurance

Commercial General Liability Insurance. The Contractor shall maintain commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than one million dollars (1,000,000) per occurrence.

Workers' Compensation Insurance. In accordance with the provisions of Labor Code §3700, the Contractor shall be insured against liability for Workers' Compensation or undertake self-insurance. The Contractor agrees to comply with such provisions before commencing performance of any work under this Agreement.

Proof of Insurance to IVRMA before Notice to Proceed to Work. The Contractor shall satisfactorily provide certificates of insurance to the IVRMA Board Secretary before a notice to proceed will be issued. Approval of insurance by IVRMA shall not relieve or decrease the extent to which the Contractor may be held responsible for payment of damages resulting from services or operations performed pursuant to this Agreement. The Contractor shall not perform any work under this Agreement until the Contractor has obtained the required insurance and until the required certificates have been submitted to IVRMA and approved by Agency Counsel. If the Contractor fails or refuses to furnish IVRMA required proof that insurance has been procured and is in force and paid for, IVRMA shall have the right at IVRMA's election to forthwith terminate this Agreement immediately without any financial contractual obligation to IVRMA. As a result of such termination, IVRMA reserves the right to employ another contractor to complete the project.

Term of Agreement

The term of initial agreement shall be one (1) year commencing June 1, 2018 to May 31, 2019, subject to annual renewals up to five (5) years, and also subject to written acceptance by both parties and availability of E-Waste-related funds to IVRMA. Termination of this Agreement

would occur if:

- IVRMA loses its E-Waste management funding from CalRecycle
- IVRMA reaches budgeted E-Waste management funds during the contracted term
- SES files for insolvency
- SES loses its E-Waste processing permit from CalRecycle

Such terminating factors shall be immediately communicated from the affected Party to the other with services terminated upon certified receipt written of notice. Should IVRMA be the terminating Party, the Contractor shall be remunerated for unpaid services rendered prior to notice of termination. Should SES be the terminating Party, SES shall cease collecting E-Waste from IVRMA's facility.

Compensation for Contracted Services

Stated services for properly-manifested E-Waste received from IVRMA or independently from its designated and permitted E-Waste hauling contractor are subject to the following considerations and remunerated to the Contractor at the referenced eight cents (\$.08) per pound:

- CRT/LCD materials ONLY.
- SES to pay IVRMA within fourteen (14) days after the collection of materials.

Assignment

This Agreement and all rights and obligations created by this Agreement cannot be assigned or transferred without written consent of the Parties.

Prior Agreements and Amendments

This Agreement represents the entire understanding of the Parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may only be modified by a written amendment.

Indemnification

To the full extent permitted by law, IVRMA and SES shall reciprocally indemnify, defend and hold harmless any and all of their respective employees, officials and agents from and against any liability arising out of the performance of this Agreement.

Compliance with Laws

The Contractor shall comply with all applicable laws, ordinances, codes and regulations of the Federal, State and local governments.

Governing Law

IVRMA and the Contractor agree that the law governing this Agreement shall be that of the State of California. Any suit brought by either Party against the other arising out of the

performance of this Agreement shall be filed and maintained in the Superior Court of the County of Imperial.

Conflict of Interest


The Contractor shall avoid all conflict of interest or appearance of conflict of interest in performance of this Agreement. The Contractor shall file a disclosure statement, if required by the IVRMA resolution, which shall be filed within thirty (30) days from the effective date of this Agreement or such Resolution, as applicable.

No member, officer, or employee of IVRMA, during their tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof and the Contractor agrees not allow, permit, grant, transfer or otherwise do anything which will result in such member, officer or employee of IVRMA from having such interest.

Signing Authority/Notices

The representative for each Party on behalf of IVRMA and the Contractor has the authority to sign this Agreement on behalf of the respective entity. All written notices required under this Agreement shall be directed to the persons signing below and to the associated and designated addresses.

Imperial Valley Resource Management Agency
300 S. Imperial Avenue, Suite 11
El Centro, CA 92243

By 

Marcela Piedra, IVRMA
Lead Administrator

Date 7/16/18

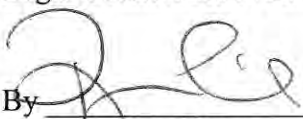
SES/Secure E-Waste Solutions
8810 Rehco Road, Suite C
San Diego, CA 92121

By 

Larry Kurschner
Chief Executive Officer

Date 5/8/18

APPROVED AS TO FORM
Legal Counsel for IVRMA

By 

Ryan D. Childers

Date 6/9/18

Exhibit "A"
"Pick-up Agreement"

**Exhibit A
PICK UP AGREEMENT**

SES/SECURE E-WASTE SOLUTIONS

PARTIES

SES/ SECURE E-WASTE SOLUTIONS (SES) 8810 Rehco Road, Suite C SAN DIEGO, CA 92121
IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY (IVRMA) 300 S. Imperial ave Suite
#11, El Centro, CA 92243

THIS AGREEMENT is between SES, a Corporation organized under the laws of California, and (IVRMA) identified above and is made with respect to the following agreed facts:

- A. SES is engaged in the business of providing customized E-Waste solutions for Companies and organizations.
- B. SES will offer its E-Waste Event services to IVRMA. The understanding and agreement of the parties is as set forth below.

FOR CONSIDERATION, the receipt and sufficiency of which is hereby acknowledge, SES and IVRMA agree as follows:

- 1. SES truck will collect E-Waste from IVRMA.
- 2. SES shall pay to IVRMA a portion of recycling funds that SES receives from collection of E-Waste collected at IVRMA. SES shall pay IVRMA equal to \$.08/lbs. of CRT/LCD materials ONLY. Materials with little to no recyclable value will not be included. The net profit shall exclude: taxes, shipping and handling and cost to prepare material for refiner and other fees and costs associated with the SES handling of E-Waste. SES to pay IVRMA within 14 days after the collection of materials.
- 3. SES Shall provide for the collection: Staff, pallet jacks, containers, trucks, and pallets.
- 4. SES and IVRMA will abide by all laws and regulations in compliance with collection of material. SES reports all revenue to the appropriate tax authority. SES will provide a receiving ticket of all acceptable and non-acceptable materials earned to IVRMA at the time SES issues a Check to IVRMA.
- 5. SES requires 30 days notification for scheduled collection events.

This Agreement is effective the 1st day of June, 2018.

Approved:

SES/Secure E-Waste Solutions.

By: 
Larry Kurschner / Chief Executive Office

Accepted:


Marcela Piedra, IVRMA Lead Administrator

1 **ASSIGNMENT AND FOURTH AMENDMENT**

2 **Harsco Corporation**

3 THIS ASSIGNMENT AND FOURTH AMENDMENT (“Assignment”) is entered into as of
4 _____, 2020 between **HARSCO CORPORATION**, a Delaware corporation
5 licensed to do business in California (“HARSCO”); **STERICYCLE ENVIRONMENTAL**
6 **SOLUTIONS, INC.**, a Delaware corporation licensed to do business in California (“STERICYCLE”); and
7 the **IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY** (“IVRMA”). Collectively,
8 HARSCO, STERICYCLE, and IVRMA are referred to as “the Parties.”

9 **RECITALS**

10 **WHEREAS**, STERICYCLE and IVRMA entered into that certain agreement (“Agreement”) as
11 amended by a First Amendment on June 22, 2016, by a Second Amendment on June 28, 2017, and a Third
12 Amendment on September 25, 2019 (“Agreement”); and

13 **WHEREAS**, STERICYCLE and HARSCO wish to have all of STERICYCLE’s rights, interests,
14 and liabilities under the Agreement assigned to HARSCO; and

15 **WHEREAS**, by letter dated April 6, 2020, STERICYCLE and HARSCO have requested that
16 IVRMA grant such assignment; and

17 **WHEREAS**, IVRMA wishes to grant the assignment of the Agreement on the same terms and
18 conditions as originally agreed upon in the Agreement, with the exception of those changes specified herein.

19 **NOW, THEREFORE**, in consideration of their mutual covenants, the Parties agree to the
20 following:

21 **A. IVRMA APPROVAL / ACCEPTANCE OF ASSIGNMENT.**

22 IVRMA hereby consents to the assignment of all of STERICYCLE’s rights, interests, obligations,
23 and liabilities under the Agreement, to HARSCO, effective upon the execution of this Assignment.

24 **B. DURATION OF AGREEMENT**

25 IVRMA and HARSCO agree to a contract extension for a period of one (1) year, subject to annual
26 renewal thereafter upon the mutual consent of both parties. The one (1) year extension period begins on
27 July 1, 2020 and ends on June 30, 2021.

28 ///

1 **C. COMPENSATION**

2 IVRMA and HARSCO have agreed to a price increase for the services specified in the Letter of
3 Intent dated March 13, 2020, sent by STERICYCLE to IVRMA, and the terms, conditions, and
4 considerations stated therein are hereby incorporated by reference into this Agreement as “**Exhibit A**”, and
5 is appended hereto. Total compensation for this extension period shall not exceed **\$64,872.24**.

6 **D. SAME TERMS AND CONDITIONS.**

7 All other terms and conditions of the Agreement not in conflict with this Assignment shall remain
8 in full force and effect.

9 **IN WITNESS WHEREOF**, the Parties have executed this Assignment on the day and year first
10 above written.

11 **IMPERIAL VALLEY RESOURCE**
12 **MANAGEMENT AGENCY**

HARSCO

13
14
15 By: _____
16 GEORGE NAVA
Chairman

By: _____
NICHOLAS GRASBERGER
CEO

17 **ATTEST:**

STERICYCLE:

18
19
20 By: _____
21 CRISTI LERMA
Secretary to IVRMA

By: _____
RICHARD MOORE
CEO

22 **APPROVED AS TO FORM:**

23 ADAM G. CROOK
24 County Counsel

25 By: _____
26 Eric Havens
Assistant County Counsel

IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY

SERVING THE CITIES OF BRAWLEY, CALEXICO, CALIPATRIA, EL CENTRO,
HOLTVILLE, IMPERIAL, WESTMORLAND AND IMPERIAL COUNTY



IVRMA BOARD MEMBERS

CHAIR

Maria Nava-Froelich
City of Calipatria

George Nava
City of Brawley

Bill Hodge
City of Calexico

Sheryl Viegas-Walker
City of El Centro

Jim Predmore
City of Holtville

James Tucker
City of Imperial

Luis Plancarte
County of Imperial

Ryan Kelley
County of Imperial

Larry Ritchie
City of Westmorland

Marcela Piedra
City of El Centro
Administrator

Bob Douthitt
Program Manager

Liz Zarate
Management Assistant
Board Secretary

July 12, 2017

Stericycle Environmental Solutions Inc.
Attn: Melinda Roth
2490 W. Pomona Blvd.
Pomona, CA 91768

Dear Ms. Roth,

I am pleased to inform you that the Board of Directors of the Imperial Valley Resource Management Agency, during their regular meeting of June 28, 2017 approved the Second Amendment to the Agreement with Stericycle Environmental Solutions Inc.

For your records, please find enclosed Resolution No. 17-07 and a copy of the fully executed agreement.

Please do not hesitate to contact me if you have any questions.

Sincerely,

Liz Zarate
IVRMA Board Secretary

cc: **IVRMA – B. Douthitt**

RESOLUTION NO. IVRMA 17-07

RESOLUTION OF THE BOARD OF DIRECTORS OF THE
IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY
APPROVING A SECOND AMENDMENT TO THE
AGREEMENT WITH STERICYCLE ENVIRONMENTAL
SOLUTIONS, INC. FOR CONTRACTOR SERVICES

WHEREAS, it is necessary for the Board of Directors of the Imperial Valley Resource Management Agency of the County of Imperial, California ("IVRMA") to approve a Second Amendment to the previously approved First Amendment to the agreement with Stericycle Environmental Solutions, INC. ("Stericycle"), an active California corporation, dated June 22, 2016, to increase the fees and extend the agreement ("the Second Amended Agreement"); and

WHEREAS, the Board of Directors of IVRMA finds that its approval of said Agreement will be in the best interest of the IVRMA.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY OF THE COUNTY OF IMPERIAL, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:


1. That the foregoing is true, correct and adopted.
2. That the Board of Directors of IVRMA, does hereby approve the Second Amended Agreement between the IVRMA and Stericycle to increase the fees and extend the agreement until June 30, 2019, and subject to renewal upon the mutual consent of both parties for a period of two (2) years.
3. That the IVRMA Manager or his/her designee is authorized, on behalf of the IVRMA member agencies, to sign said Agreement, a copy of which is on file at the Office of the Board Secretary.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Imperial Valley Resource Management Agency of the County of Imperial, California, held on the 28 day of June, 2017.

IMPERIAL VALLEY RESOURCE
MANAGEMENT AGENCY

By 
Board President

ATTEST:

By 
Board Secretary

APPROVED AS TO FORM:

Office of the Attorney

By 
Ryan D. Childers, Agency Counsel

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL) ss
CITY OF EL CENTRO)

I, Liz Zarate, Secretary of the Imperial Valley Resource Management Agency, do hereby certify that the foregoing Resolution No. IVRMA 17-07 was duly and regularly adopted at a regular meeting of the Board of Directors of the Imperial Valley Resource Management Agency of the County of Imperial, California, held on the 28 day of June, 2017, by the following vote:

AYES: Nava, Nava-Froelich, Viegas-Walker, Predmore, Tucker, Plancarte,
Kelley, and Ritchie
NOES:
ABSENT: Hodge
ABSTAINED:

By Liz Zarate
Secretary

**SECOND AMENDED AGREEMENT BETWEEN IMPERIAL VALLEY RESOURCE
MANAGEMENT AGENCY AND STERICYCLE ENVIRONMENTAL SOLUTIONS,
INC. FOR CONTRACTOR SERVICES**

This Second Amended Agreement ("this Agreement" or "the Agreement") is made and entered into by the Imperial Valley Resource Management Agency ("the IVRMA") and Stericycle Environmental Solutions, Inc. ("the Contractor") (individually, "Party;" collectively, "Parties") for management and operations services ("the Services") for three (3) certified oil collection centers/household hazardous waste collection facilities ("the Facilities").

RECITALS

WHEREAS, the IVRMA desires to continue to retain the services of the Contractor for management and operations services for three (3) certified oil collection centers/household hazardous waste collection facilities;

WHEREAS, the Contractor has the expertise, experience, licenses, permits, certifications, and personnel necessary to provide the Services for the Facilities; and

WHEREAS, the IVRMA and the Contractor wants to reaffirm an agreement whereby IVRMA will retain the Contractor to provide, and the Contractor shall provide, the Services for the Facilities.

In consideration of the above recitals and the mutual covenants and conditions set forth, herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby set forth their mutual covenants and understandings as follows:

1. Duration of Agreement

The IVRMA and the Contractor agree to a contract extension for a period of two (2) years, subject to annual renewal thereafter upon the mutual consent of both parties. The two (2) year extension period begins on July 1, 2017 and ends on June 30, 2019.

2. Compensation

The IVRMA and the Contractor have agreed to a price increase for the services specified in the Letter of Intent dated May 10, 2017, sent by the Contractor to IVRMA, and the terms, conditions, and considerations stated therein are hereby incorporated by reference into this agreement as "Exhibit A", and is appended hereto.

3. Controlling Terms of Agreement

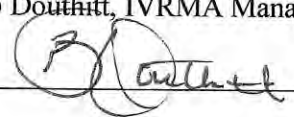
All other terms of the First Amended Agreement dated June 22, 2016 are hereby ratified, appended hereto as "Exhibit B", and incorporated herein by reference. This Agreement shall supersede all prior agreements where any terms or conditions are in conflict.

IN WITNESS WHEREOF, this Agreement is executed by the IVRMA Board, acting by and through the IVRMA Manager, pursuant to Resolution No. 707, authorizing such execution, and by the Contractor.

Dated this 28 day of JUNE, 2017.

IMPERIAL VALLEY RESOURCE
MANAGEMENT AGENCY

By: _____
Bob Douthitt, IVRMA Manager

Date: 

I HEREBY CERTIFY I can legally bind Stericycle Environmental Solutions, Inc., and that I have read all of this Agreement, this 2nd day of JUNE, 2017.

By: Melinda Rath
Authorized Representative

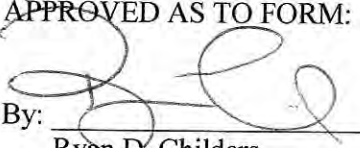
Title: VICE PRESIDENT, MFG. & INDUSTRIAL SALES

Print Name: MELINDA RATH

Date: 6/2/17

I HEREBY APPROVE the form and legality of the foregoing Agreement this 28 day of JUNE, 2017.

APPROVED AS TO FORM:

By: 
Ryan D. Childers
General Counsel to the IVRMA



Stericycle

Environmental Solutions

2490 W. Pomona Blvd., Pomona, CA 91768

May 10, 2017

Mr. Bob Douthitt

IVRMA

300 South Imperial Ave. #11

El Centro, California 92243

Subject: Letter of Intent for FY 2017/2018 Management and Operation of IVRMA Certified Oil Collection Centers / Household Hazardous Waste Collection Facilities and Other Associated Activities

Dear Bob,

Stericycle Environmental Solutions is pleased to submit this letter of intent for continued management and operation of three Certified Oil Collection Centers / Household Hazardous Waste Collection Facilities and other associated services for the Fiscal Year 2017/2018. Stericycle Environmental Solutions has the expertise and experience in operating and managing certified oil collection centers / HHW collection facilities. We are confident that you will be impressed with our high quality, responsive, and concise approaches in our hazardous waste performance. This proposal presents our scope of work and fee estimate for the proposed work.

SCOPE OF WORK

The scope of work is described below:

Task - 1: Management of Certified Oil Collection Centers / Household Hazardous Waste Collection Facilities

This task includes management and operation of the El Centro, Brawley, and Calexico certified oil collection centers / household hazardous waste (HHW) collection facilities. The El Centro, Brawley and Calexico centers and HHW collection facilities will be operated on a weekly flat fee basis. The flat fee includes performing opening and closing inspections of the HHW collection facilities; receiving household hazardous wastes from Imperial Valley residents; segregating, bulking, labpacking and profiling of all wastes received. Specifically, Stericycle aims to organize the waste materials into bulk profiles such that maximum use of approved transportation carrier packages may be utilized while minimizing costs. This task shall be completed on a flat fee basis and covered by CalRecycle Used Oil Payment Program Grant funding.

EXHIBIT A



Stericycle

Environmental Solutions

2490 W. Pomona Blvd., Pomona, CA 91768

Services	Quantity	Rate	Total Cost
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Hazardous Waste Technician (Assumes 52 Weekly 2 @	\$278.25/Site Week	28,938
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(Except Holiday Weekends when we are closed)

Services for 3 sites – Covered by Used Oil Payment Program Grants

Task 1 Total: \$28,938

Task - 2: Hazardous Waste Disposal and Other IVRMA Activities

This task includes hazardous waste disposal services and other outside contracted activities.

Services	Quantity	Rate	Total Cost
Estimated Annual Disposal Costs*			\$28,000

Task 2 Total: \$28,000

Task Summary

Task – 1:	Certified Oil Center / HHW Collection Facility Operations & Management – Covered by Used Oil Payment Program Grants	\$28,938
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Task - 2:	Hazardous Waste Disposal & Other IVRMA Activities – Covered By IVRMA Membership	<u>\$28,000</u>
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Total: \$56,938

Fund Summary

CalRecycle Used Oil Payment Program Grant Funding	\$28,938
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IVRMA Membership	\$15,000
------------------	-----------------



Stericycle

Environmental Solutions

2490 W. Pomona Blvd., Pomona, CA 91768

CLOSURE

Stericycle Environmental Solutions proposes to provide the above outlined scope of work for the sum of \$56,938. To this date, Stericycle Environmental Solutions has provided the Imperial Valley Resource Management Agency a well-balanced mix of regulatory knowledge, technical expertise, and cost effective services to successfully address the specific challenges of HHW, Used Oil, Tire and other recycling programs (i.e., E-Waste). Stericycle Environmental Solutions appreciates the opportunity to provide continued services to the IVRMA. If you have any questions, please call the undersigned.

Very truly yours,

Carmen Zuniga

HHW Account Manager

STERICYCLE ENVIRONMENTAL SOLUTIONS



Stericycle

Environmental Solutions

2490 W. Pomona Blvd., Pomona, CA 91768

Schedule of Fees July 1' 2017
--

Personnel Compensation:

Program Manager \$ 65.00/hr

(Special Projects bill on site time only)

Labor \$30/hr

Payment Date:

Payment is due on all invoices within 30 days. Non-payment is cause for cessation of work.

April 6, 2020

11**11**4606*****SNGLP 460
Imperial Valley Resource Management Agency
300 S Imperial Ave Ste 11
El Centro, CA 92243-3149



Dear Valued Customer:

Today, Harsco announced the completion of its acquisition of the Environmental Solutions business (ESOL) from Stericycle, Inc. The transaction will include RCRA Part B and 10-Day collection network facilities and assets supporting the entire hazardous waste business. For the foreseeable future, ESOL will work in tandem with our existing specialty waste division, Clean Earth. Because I know of the unease that often accompanies change, I wanted to reach out to assure you of Harsco's commitment to delivering a high level of service during this transition.

For your background, Clean Earth is one of the leading specialty waste companies in the United States providing remediation, disposal, recycling, and beneficial reuse solutions for contaminated soil, dredged material, and hazardous and non-hazardous waste. Our vast portfolio of technologies and services touches nearly every industry that generates waste including energy, infrastructure, commercial, and industrial markets.

We believe that the combined strength of Stericycle's former hazardous waste business and Clean Earth will significantly enhance the breadth and depth of services and expertise delivered to you. You will benefit from the substantial experience, leading technology and strategic leadership of this combined team. Whether it is your day to day hazardous waste needs, access to data and reporting, or strategic guidance on regulatory and environmental requirements, you can have confidence knowing that you have partnered with the best.

During this transitional phase, we've kept the mantra of keeping the customer first in all things. This will not change. We will continue to perform your hazardous waste services in a timely and effective manner while making this transition as seamless as possible. Clean Earth is laser focused on ensuring you receive exceptional customer service during the transition period and beyond.

If you have additional questions regarding the transaction, please contact your Account Representative, or visit our FAQs page at <https://www.cleanearthinc.com/esol-faqs>.

Regards,



David Stanton
President – Clean Earth

VI. REPORTS

VI. REPORTS

- 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
PHONE: (760) 592-4494
FAX: (760) 592-4410

Memorandum

Date: May 6, 2020
To: ICTC Committee Members
From: Mark Baza, Executive Director
Re: Executive Director's Report

The following is a summary of the Executive Director's Report for the ICTC Management Committee Meeting on May 13, 2020

- 1) **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 six additional northbound privately-owned vehicle (POV) inspection lanes, permanent southbound POV inspection, expanded secondary inspection and adding a pre-primary canopy, new administration building, and employee parking structure. *Funding for phase 2B is in the President's Budget Proposal in the amount of \$99.7million. Work for phase 2B will include demolition of the old port building and construction of the new pedestrian building. The total estimated cost for phases 2A plus 2B are \$276million. Phase 2A is scheduled to award the construction contract by GSA in May 2020.*
- 2) **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 consultant selection process was completed on September 25th. The consultant selected was Kleinfelder. A kick-off meeting was held on Wednesday, October 9, 2019. The first technical working group meeting was held on October 24, 2019. The second technical working group meeting was held on December 10, 2019 at the ICTC office in El Centro. *A project page has been created on the ICTC website at <http://www.imperialctc.org/sr-78-glamis-crossing/>. As part of the outreach plan, an online survey was open to the public from January 1st through January 31st, where over 4,000 people completed the survey. A public outreach event was held in Glamis on January 18, 2020 from 9am to 3pm. The third technical working group meeting was held on February 13, 2020 in San Diego at Caltrans District 11 offices. Currently the consultant is conducting an analysis of the alternatives and the next technical working group (TWG) meeting is scheduled for Thursday, May 21, 2020.*
- 3) **Potential Bus Stop in Calipatria:** *ICTC has evaluated all of its fixed route service routes to attempt to provide service to the east side of Calipatria. Staff conducted time trials as well utilized several types of buses to verify buses would not have issues with other existing stops within proposed routes. Potential stops for the area include a stop along Commercial Avenue and potentially another stop near Alexandria Street. Staff is proposing to utilize its IVC Express route to potentially service the area. Final location and infrastructure associated with the potential bus stop(s) is pending discussion with the city of Calipatria staff.*

- 4) **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. The environmental phase is scheduled to be completed in June 2020. Next steps: Begin design and property (Right of Way) acquisition process.*
- 5) **Imperial County Regional Climate Action Plan:** Imperial County Regional Climate Action Plan: After the kick-off meeting on June 28, 2019, ICTC established Project Management Procedures and Communication Protocols with the Consultant as well as reviewing the Scope of Work and Schedule. *Completion of the Data Collection from project stakeholders, moving to the Outreach Phase.*
- 6) **I-8 / Imperial Avenue Interchange Reconstruction:** Caltrans and construction team have been meeting with City of El Centro and ICTC to discuss details of construction phases and the public information campaign for both the Interchange Project and the Imperial Avenue Extension South Project. *The first phase of construction began on Monday, May 6, 2020. See attached announcement by Caltrans.*
- 7) **Calexico East Port of Entry Bridge Widening Project:** The Project proposes to widen the bridge over the All-American Canal at the U.S./Mexico border approximately 0.7 miles south of State Route (SR) 7. The project proposes to widen the existing structure by adding four-lanes: Two New Northbound Auto Lanes and Two New Northbound Commercial Vehicle Lanes. In May 2018, Caltrans and ICTC received \$3,000,000 from the California Transportation Commission and the Trade Corridor Enhancement Program (TCEP) to complete the Project Approval and Environmental Document (PA/ED) for the project. In June 2018, Caltrans completed a Project Initiation Document (PID). In Fall of 2018, the PA/ED phase was initiated by Caltrans, technical studies for the National Environment Policy Act (NEPA) document under Caltrans as the NEPA lead are in progress and is scheduled for completion in May 2020. In December 2018, was awarded \$20 million under the U.S. Department of Transportation's BUILD discretionary grant program to complete the Design-Build construction phase. ICTC proposes to deliver the project under Design-Build process, with ICTC leading the Request for Qualifications in May 2020 and Request for Proposals in Summer 2020 for Design and Construction teams. Following the RFQ and RFP process, the Design-Build contract award is scheduled to begin in February 2021. *The NEPA studies and final document were completed in April 2020. ICTC will be advertising a Request for Qualifications in late May 2020. Subsequently, ICTC will request authorization for the \$20 million in federal funding and proceed with the Request for Proposals for Design-Build in Fall 2020.*
- 8) **Imperial Mexicali Binational Alliance Meeting:** The last IMBA meeting scheduled for March 18, 2020 was postponed due to COVID-19. *The next IMBA meeting is scheduled for Thursday, May 14, 2020 via ZOOM.*
- 9) **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. 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. ICTC will have on-going meetings with the City of El Centro and County of Imperial Public Works Department to carry out the transition of the Imperial Valley Resource Management Authority (IVRMA) and the Service Authority for Freeway Emergencies (SAFE).

On March 2, 2020, ICTC took over the the administration of the IVRMA. Staff will continue to work closely with IVRMA staff during the transition time and in the future. ICTC is finalizing the recruitment and hiring process to replace the recently retired Director. ICTC staff is continuing to have meetings with County Public Works staff and Counsel to finalize the documentation to transition the SAFE program to ICTC.

- 10) **State Route 98 from Ollie to Rockwood:** As part of the Calexico West POE Expansion project, SR-98 and Cesar Chavez Boulevard were 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, and the Cesar Chavez Blvd. Widening was completed in October 2019. *Caltrans has completed the design and right of way phase for SR-98 Widening between Rockwood Avenue and Ollie Avenue. Construction phase is scheduled to begin in Summer 2020.*

- 11) **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 and the study is underway. The first round of public outreach efforts was held on October 23-24, 2019. Outreach was held in various areas throughout the County including IVC. The fare analysis is in progress, when it is finalized, further outreach will be scheduled.*
- 12) **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 were scheduled for October 7-8, 2019. The FTA Audit team completed their review in two days where they reviewed accounting and procurement records. ICTC did receive a few deficiencies, specifically in policy updates and transit asset management plan. We will be working closely with the FTA to provide the updated documents in the required time. An information item describing in greater detail what the deficiencies are was presented to the Commission in December. *Documentation modifications were completed and forwarded to the FTA for review.*
- 13) **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 is continuing to look for funding opportunities to complete bus stop improvements throughout the county.
- 14) **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. On September 9, 2019, ICTC staff attended a meeting at the West Shores Senior Center to inform the attendees about IVT Ride West Shores and the updates to the service. On September 11, 2019 the Regional Mobility Coordinators distributed IVT Ride West Shores brochures in the West Shores High School, West Shores Elementary School and Senior Center. Staff will continue outreach efforts within the area.*
- 15) **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. *Staff is reviewing the possibility of relocating the bus stop to the location of the newly constructed fire station.*

- 16) **State and Federal funding Obligations:** Beginning October 1, 2019, agencies can move forward with request for authorization (RFA) for Congestion Mitigation Air Quality (CMAQ), Surface Transportation Block Grant program (STBG) and Active Transportation Program (ATP) programmed in FY 2019/2020. *See complete project list attached.*
- 17) **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. *The 65% design plans in Spring 2020. All stakeholder staff met on May 6, 2020 to review status of 65% plans. Next steps: consultant will proceed to complete 90% plans; CBP Border Patrol is preparing a formal request to receive final construction funds needed of \$2.3 million.*
- 18) **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.*
- 19) **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 ICTC website here .
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. On May 1, 2019 a list was submitted to the CTC. 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
TOTAL	\$9,997,753*

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

- 20) **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 recently completed improvements to SR 78 and provided on street concrete bus pads with an approximate value of \$80,000. ICTC recently met with the City of Brawley Staff to discuss incorporating the relocation of the bus stop at Pioneers Memorial Hospital as part of an upcoming City of Brawley capital project. *Funding previously set aside for the Rio Vista Project was approved and reallocated towards the Pioneers Memorial Hospital Project at the July 2019 commission meeting. The bus stops at Pioneers Memorial Hospital have been constructed and in use.*
- 21) **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.
- 22) **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.

On the following page is the list of projects for Imperial County:

Local Partnership Program (LPP) Programing Date						
Agency	Project Name	LPP Formulaic Funds	Local Match	Total Cost	Project Implementation Fiscal Year	Proposed CTC Programming Date
Brawley	2020 Legion Street Improvements	\$ 209,000	\$ 209,000	\$ 418,000	2019-2020	1/30/2020
Calexico	Scaroni Road Improvements	\$ 305,000	\$ 550,000	\$ 855,000	2019-2020	5/16/2019
Calipatria	Calipatria Date Street Sidewalk Improvement Project	\$ 41,000	\$ 41,000	\$ 82,000	2019-2020	5/16/2019
County	Overlay of Picacho Road from Winterhaven Road to Quechan Drive	\$ 523,000	\$ 523,000	\$ 1,046,000	2019-2020	5/16/2019
Imperial	Aten/Clark Road Improvements	\$ 154,000	\$ 327,000	\$ 481,000	2019-2020	5/16/2019
Holtville	Orchard Road/Cedar Avenue	\$ 60,000	\$ 60,000	\$ 120,000	2019-2020	Jun-20
El Centro	Dogwood Road from Villa Road to Commercial Avenue	\$ 339,000	\$ 339,000	\$ 678,000	2020-2021	Jun-20

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

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 project's 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. *Glenna Barrett provided an update at the Commission meeting in September. The goals for the third year of the program are to continue to work with local stakeholders to identify, prioritize and advance digital access projects; facilitate and promote broadband education and conduct community and business surveys; work with the Boys and Girls Club of IV and the Workforce Development Board to create Digital Literacy Centers throughout Imperial County; form a preferred scenario for 98% deployment in Imperial County and present to the California Advanced Service Fund and the CPUC in January 2020, and; work with Spectrum to install five Wi-Fi towers in Imperial County.*
- 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.

Mr. Sean Wilcock provided an update at the October Commission meeting regarding the status of the properties.

- The Finnell Property has 3 parcels. It received DTSC approval on March 8, 2019. Phase 1 report completion occurred on October 15, 2019. Pending is Field Sampling Plan and Phase 2 report completion.
- The Chai Property has 2 parcels. It received DTSC approval on March 28, 2019. Phase 1 report completion occurred on October 15, 2019 and no further work is necessary.
- The Lesicka Property has 2 parcels. It received DTSC approval on August 29, 2019 and Phase 1 and Phase 2 report completion, and Field Sampling Plan are all still pending.

A map of the transit corridor in Brawley as it pertains to this project was provided at the December Commission meeting and attached to this report in January.

24) **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 report is scheduled to be completed in the spring of 2020.*

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

- March 4, 2020 – UTN Hearing at the County Board Chambers in El Centro, CA
- March 5-6, 2020 – California Stewardship Network (CSN) Exchange in San Diego, CA
- March 23-27, 2020 – Emergency Operations Center (EOC) Meeting in Heber, CA
- March 25, 2020 – ICTC Commission Meeting at the ICTC Offices in El Centro, CA
- April 3, 2020 – CalCOG CDAC Meeting via Zoom Meeting
- April 9, 2020 – CalVans Board Meeting via teleconference call
- April 9, 2020 – I-8 Imperial Avenue Project Outreach Planning Meeting via video conference
- April 16, 2020 – FTA COVID-19 conference call
- April 17, 2020 – Mobility 21 Joint Board and Advisory Board Meeting via Zoom Meeting
- April 17, 2020 – SCAG CTC CEO's Meeting via Zoom Meeting
- April 23, 2020 – ICTC TAC Meeting via Zoom Meeting
- April 23, 2020 – Southern California Partnership – SB1 via teleconference call
- April 29, 2020 – Unmet Transit Needs Second Meeting via Zoom Meeting
- May 1, 2020 – Imperial County's Roadmap to Recovery via Zoom Meeting
- May 4, 2020 – IVRMA Project / Program Manager Interviews at the ICTC Office and via Zoom Meeting
- May 6, 2020 – ICTC SSTAC Meeting via Zoom Meeting

FY2019/2020 Project List

Updated 5/8/2020

State and Federal funding Obligations: Beginning October 1, 2019, agencies are allowed to move forward with request for authorization (RFA) for Congestion Mitigation Air Quality (CMAQ), Surface Transportation Block Grant Program (STBG) and Active Transportation Program (ATP) programmed in FY 2019/2020							
Agency	Project Name	Funding Type	Phase	Federal Amount in FY 2019/20	Local Match	Total Phase Cost	Status
Brawley	Pedestrian and street improvements (paving of dirt road) on Legion Street between State Route 86 and Western Avenue	CMAQ	Engineering/Plans, Specifications and Estimates (PS&E)	\$177,000	\$23,000	\$200,000	RFA Submittal
Brawley	Construct street improvements (paving of dirt road) along Western Avenue from Legion Street to Wildcat Drive	CMAQ	Engineering/Plans, Specifications and Estimates (PS&E)	\$177,000	\$23,000	\$200,000	RFA Submittal
Brawley	Street improvements (repavement) along Legion Street from East of Kelley Ave. to West St. deflection point near West City limits	STBG	CON	\$620,000	\$81,000	\$701,000	RFA Submittal
Brawley	Street improvement (repavement) along K Street from Highway 86 to 8th St.	STBG	Engineering/Plans, Specifications and Estimates (PS&E)	\$52,000	\$8,000	\$60,000	RFA Submittal
Calxico	Weakley Street between Scaroni Blvd. and Portico Blvd. (unpaved street)	CMAQ	Engineering/Plans, Specifications and Estimates (PS&E)	\$173,000	\$20,000	\$193,000	Working on RFA
Calipatria	Date Street between HWY 111/Sorenson Ave. and Railroad Ave. pedestrian improvements	CMAQ & STBG	CON	\$528,000	\$69,000	\$597,000	Ready to submit RFA for CON
El Centro	Traffic Signal Synchronization Dogwood Avenue and 8th Street	CMAQ	Engineering/Plans, Specifications and Estimates (PS&E)	\$48,000	\$7,000	\$55,000	E-76/Council approval
Holtville	Cedar Avenue Sidewalk Improvements	CMAQ	Engineering/Plans, Specifications and Estimates (PS&E)	\$17,000	\$3,000	\$20,000	RFA process going to Council for approval
Holtville	9th Street Sidewalk Improvements from Beale Avenue to Oak Avenue	CMAQ	CON	\$331,000	\$43,000	\$374,000	RFA process
Holtville	Orchard Road from Alamo River Bridge to 4th Street	STBG	CON	\$396,000	\$52,000	\$448,000	RFA process
Imperial	Class II Bike facility north side of Aten Road from Dogwood Road to Puerto Vallarta Ave.	CMAQ	CON	\$432,000	\$56,000	\$488,000	Already received state approval.
County	Clark Road Improvements from Wahl Road to 0.5 miles north of SR-98	STBG	CON	\$1,348,000	\$175,000	\$1,523,000	Request for Authorization packet to Caltrans
					Regional Total FY2019/20	\$4,859,000	

Memorandum

Date: May 13th, 2020

To: ICTC Management Committee Meeting

From: David Salgado, Regional Affairs Officer (RAO)

Re: **Southern California Association of Government's (SCAG) Report**

The following is a summary of the SCAG Executive Director's Report and/or Federal and State Legislature Staff Report for the Imperial County Transportation Commission Management Committee Meeting Wednesday May 13th, 2020.

- 1. Connect SOCAL-** The SCAG Regional Council (RC) met on May 7th and voted to approve the Final Connect SOCAL Regional Transportation Plan and Sustainable Communities Strategy (RTP/SCS). The plan was approved with a 120 day hold on the SCS component to allow for further analysis of the current COVID situation. The Program Environmental Report will be moved forward. The staff report is provided for your review following this report.
- 2. RHNA Update – MAY 2020:** The Regional Council adopted both the Connect SoCal (2020 RTP/SCS) and RHNA Appeals Procedures. Staff will provide each local jurisdiction its draft RHNA allocation. Per Government Code Section 65584.05(b) within forty-five (45) days of receipt of the draft RHNA allocation, a local jurisdiction (city or county) within the region or the California Department of Housing and Community Development (HCD) may appeal for a revision of the share of the draft regional housing need proposed to be allocated to one or more local jurisdictions. SCAG staff has developed 6th Cycle RHNA Appeals Procedures that outline the appeals process, and includes information on bases for appeals, the public hearings to hear appeals, and the reallocation of successful appeals. There can be additional information found on the SCAG Housing website.
- 3. 2020 SCAG General Assembly:** SCAG is currently anticipating the convening of the General Assembly on Thursday June 4th, 2020, although no date has been officially set. The meeting will be held remotely and will only contain regular business matters. There will be no programmatic content like previous General Assembly programs.
- 4. 2021 Cycle 5 Active Transportation Program (ATP) Grant:** The Active Transportation Program (ATP) is a competitive statewide program created to encourage increased use of active modes of

transportation, such as biking and walking. Senate Bill 99 (Chapter 359, Statutes of 2013) and Assembly Bill 101 (Chapter 354, Statutes of 2013) created the ATP, and Senate Bill 1 (SB 1) (Chapter 2031, statutes of 2017) directs additional funding from the Road Maintenance and Rehabilitation Account to the ATP.

Currently there is a total of \$445 million available for fiscal years 2021 to 2025. Currently the draft guidelines are available on the California Transportation Commission (CTC) website as well as other resources. The guidelines are set to be approved in late March which will coincide with a release for the “Call for Projects.” The current deadline for application submittals is set for June 15, 2020. SCAG is working towards holding an ATP workshop in Imperial County concurrently with the ICTC Technical Advisory Committee meeting at a future date.

- 5. CONNECT SO-CAL Website:** The official website is now live for Connect SoCal, SCAG’s Regional Transportation Plan/Sustainable Communities Strategy. The newly launched page, connectsocial.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.

SCAG is working to have the DRAFT Connect SOCAL out for public review in November 2019 with a tentative approval date in April 2020. SCAG is working hard to ensure the Connect SOCAL plan compliments and takes into consideration the RHNA process as they are both critical components to the future development and success of the SCAG region. There are a number of elements being developed as a part of Connect SOCAL. These include a Job Centers Strategy, SoCal Electric Vehicle Strategy, Transportation Safety Element, and a Goods Movement Environmental Strategy.

- 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.

CONNECT SOCAL PLAN TO GO TO POLICY COMMITTEES, REGIONAL COUNCIL FOR ADOPTION ON MAY 7

After more than three years of work, and extensive coordination with SCAG's local jurisdictions, the county transportation commissions (CTCs) and other partner agencies, and significant public outreach, the Proposed Final Connect SoCal plan (the 2020-2045 Regional Transportation Plan/Sustainable Communities Strategy) will be submitted to the Policy Committees and the Regional Council for their consideration for adoption at its next meeting on May 7. The Proposed Final Connect SoCal outlines more than \$638 billion in transportation system investments through 2045.

Staff is seeking Regional Council adoption of Connect SoCal for transportation conformity purposes. To avoid a transportation conformity lapse, SCAG must submit the plan as soon as possible to the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) if they are to complete their review of the plan by June 1. A transportation conformity lapse would have a number of impacts on the region, potentially jeopardizing any number of the over 4,000 projects in the plan, project funding, and the creation of hundreds of thousands of jobs and billions of dollars of economic activity. Prior to submitting Connect SoCal to the California Air Resources Board (CARB), SCAG will continue to address concerns raised by local stakeholders such as the restoration of entitlements as conveyed by local jurisdictions and examining the impacts of the novel coronavirus (COVID-19) pandemic on the plan. SCAG will continue outreach to stakeholders during this process to better address these concerns and build greater consensus on the region's vision for a brighter future.

The Regional Council will review staff's recommendation Thursday, May 7, from 1:00 p.m. – 3:00 p.m., via videoconference and teleconference for the first time. The agenda packet for the meeting is available [on the SCAG website](#). Please visit connectsocial.org to read and learn about the Proposed Final Connect SoCal plan.

SCAG TO PROVIDE HOUSING ELEMENT DATA SUPPORT FOR LOCAL JURISDICTIONS

The 6th cycle housing elements will be due to the California Department of Housing and Community Development (HCD) in October 2021. To help local jurisdictions prepare for the updates and save on time and resources, SCAG staff will be developing a package containing a range of data and information required by HCD as part of the housing element update. SCAG is working with HCD so that parts of the housing element review will be streamlined by HCD if it contains the pre-approved data package prepared by SCAG. More information about the data package will be distributed in the coming weeks so that jurisdictions will be able to assess their local resources and needs to update their housing elements.

LOCAL COMMUNITY ENGAGEMENT AND SAFETY MINI-GRANTS NOW OPEN TO FUND SAFETY STRATEGIES

On April 21, *Go Human* released the [Call for Projects for the Local Community Engagement and Safety Mini-Grants](#), a program that aims to build street-level community resiliency and increase the safety of vulnerable street users. SCAG will award up to \$10,000 for projects with an implementation period between May and July 2020. Eligible applicants are community-based organizations, non-profits, artists, students and creators. With support from the California Office of Traffic Safety, the Mini-Grants expand the concept of traffic safety amid the efforts to reduce the transmission of COVID-19. In light of the pandemic, SCAG encourages submissions for creative and virtual engagement activities. Staff will hold two optional Q&A sessions—Tuesday, May 5, from 3:00 – 4:00 p.m. and Wednesday, May 6, from 4:30 – 5:30 p.m.—for interested groups to ask questions and explore potential strategies. Applications are due on May 14, 2020, by 5:00 p.m. Submit applications and register for a Q&A session with Andrés Carrasquillo at carrasquillo@scag.ca.gov.

31ST ANNUAL DEMOGRAPHIC WORKSHOP POSTPONED

Due to the uncertainty caused by the COVID-19 pandemic, the 31st Annual Demographic Workshop, which was slated to be hosted by SCAG and the University of Southern California (USC) Sol Price School of Public Policy on June 11, will be postponed to a later date. A future announcement will be provided once a new date is selected. Please visit the [events calendar](#) for information about future SCAG- and partner-hosted events.

GO HUMAN CO-BRANDING OPPORTUNITIES NOW AVAILABLE

Go Human is now accepting requests for co-branded *Go Human* safety advertisements. Advertisements are available at no cost in print (as lawn signs, bus shelters ads, billboards, etc.) or digital, and can support the safety efforts of local stakeholders in light of reports of increased speeds despite reduced auto vehicle traffic. Messaging reminds drivers to slow down and watch for pedestrians and can be tailored to each community's needs. Materials are available in English and Spanish. SCAG will resize, co-brand, print, and ship all material starting in May. Please submit requests using the [Go Human Material Request Form](#) or email Andrés Carrasquillo at carrasquillo@scag.ca.gov for more information.

CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT

On March 27, President Donald Trump signed the Coronavirus Aid, Relief, and Economic Security (CARES) Act into law, the largest economic stimulus package in U.S. history. Apart from \$500 billion in direct payments to Americans and over \$500 billion available for major industry and small business loans, the legislation made available \$25 billion to transit operators across the nation via urbanized and rural area formula funds. The six-county SCAG region's share of these funds is almost \$1.5 billion. The funds allocated to the urbanized areas within the SCAG region were distributed through the FTA 5307 and 5337 formula funds. SCAG plays an important role in the distribution and administration of these FTA formula funds to the CTCs. As an initial step for the multi-county urbanized areas (UZA), including Los Angeles-Long Beach-Anaheim and Riverside-San Bernardino UZAs, SCAG staff apportioned these funds to each of the CTCs. The CTCs will subsequently further allocate these funds to eligible transit operators within their respective counties. SCAG is currently working with the CTCs to compile the allocations to the transit operators and provide the sub-allocation support letters or "split letters" to the FTA, which establishes the allocation of these funds in the urbanized areas. Some of the CTCs are still awaiting their board approval for their allocations to the transit operators in order for SCAG to move forward with the split letters.

Southern California Association of Governments
Remote Participation Only
May 7, 2020

To: Community
Economic & Human Development Committee (CEHD)
Energy & Environment Committee (EEC)
Transportation Committee (TC)
Regional Council (RC)

From: Kome Ajise, Executive Director,
(213) 236-1835, Ajise@scag.ca.gov

Subject: Proposed Final Connect SoCal (2020-2045 Regional
Transportation Plan/Sustainable Communities Strategy and
Program Environmental Impact Report (PEIR))

EXECUTIVE DIRECTOR'S
APPROVAL



RECOMMENDED ACTION FOR CEHD, EEC AND TC:

Recommend to the Regional Council adoption of Resolution No. 20-621-1, which reflects the following:

- (1) Certify the Connect SoCal (2020-2045 Regional Transportation Plan/Sustainable Communities Strategy) Program Environmental Impact Report (PEIR); adopt the Findings of Fact, Statement of Overriding Considerations, and the Mitigation Monitoring and Reporting Program;
- (2) Allow for more time to review Connect SoCal and consider its implications in light of the short and long-term impacts of the COVID-19 pandemic on the region as requested by many stakeholders;
- (3) Approve the Connect SoCal as required for federal transportation conformity purposes only, and postpone for up to 120 days the date by which the Regional Council would be asked to consider approval of Connect SoCal in its entirety and for all other purposes, including but not limited to submittal to the California Air Resources Board (ARB);
- (4) Direct staff to provide a progress report describing modifications to the SCS and associated modeling and analysis within 60 days;
- (5) Direct staff to work with local authorities to identify and restore locally approved entitlements as conveyed by local jurisdictions. The Regional Council further directs staff to within 60 days identify and quantify all differences within the SCS and locally-approved General Plans and quantify the increase (or decrease) in housing, jobs or population between Connect SoCal and each local General Plan;
- (6) Find that until such time as the Regional Council may consider and approve in a subsequent meeting approval of Connect SoCal (including any required CEQA documentation) in its entirety, the SCS in the 2016 RTP/SCS and the PEIR mitigation measures shall remain operative for the region. The Connect SoCal PEIR mitigation measures shall not be operative until the Regional Council adopts a Connect SoCal Plan in its entirety as described

above; and

- (7) Adopt the Consistency Amendment No. 19-12 to the 2019 Federal Transportation Improvement Program (FTIP).

RECOMMENDED ACTION FOR REGIONAL COUNCIL: Adopt Resolution No. 20-621-1, as recommended above.

STRATEGIC PLAN:

This item supports the following Strategic Plan Goal 1: Produce innovative solutions that improve the quality of life for Southern Californians.

EXECUTIVE SUMMARY:

After more than three years of work, and extensive coordination with SCAG’s local jurisdictions, the County Transportation Commissions (CTCs) and other partner agencies, and significant public outreach, staff submits the Proposed Final Connect SoCal to the Policy Committees and the Regional Council for their consideration as set forth in the Recommended Action. The Proposed Final Connect SoCal and comments with staff responses were posted on March 27, 2020 for an extended review period and are available at www.ConnectSoCal.org. Pursuant to consultation requirements set forth under state law, Public Utilities Code Section 130000 et seq. (referred to as “AB 1246”), Connect SoCal was presented to the designated “AB 1246 Committee,” made up of executive directors of the six county transportation commissions and Caltrans, on April 17, 2020. The proposed Final Connect SoCal was unanimously approved by the committee to move forward for adoption by the Regional Council.

The timely adoption of Connect SoCal is essential to meeting federal transportation conformity requirements, in order for the region to move forward with critical transportation infrastructure projects, due to the following obligations and risks:

- The Federal Highway Administration and Federal Transit Administration need to complete their review of the plan, and approve its conformity determination under the federal Clean Air Act, no later than June 1 or the region will enter into a conformity lapse grace period for up to one year, which could delay some major transportation planning activities as well as project implementation.
- Not meeting the June 1 deadline would also mean that SCAG’s emission analysis might need to be adjusted to comply with the recently adopted Part 2 of the federal Safer Affordable Fuel Efficient (SAFE) Rule which is anticipated to become effective late in June. This would create some uncertainty about how and when the region would be able to meet conformity requirements and could hinder early execution of projects needed to stimulate the economy.

SCAG recognizes and appreciates the requests by many of our stakeholders for more time to review the plan and consider its implications in light of the short and long-term impacts of the COVID-19 pandemic on the region. For this reason, and to strike a balance between providing certainty for transportation projects while offering more time for review of Connect SoCal and to address concerns expressed by stakeholders, staff recommends that the Regional Council delay up to 120 days consideration to approve Connect SoCal for all other purposes than transportation conformity, including delaying submittal of Connect SoCal to ARB for its determination of whether the Sustainable Communities Strategy meets the regional GHG emission reduction targets.

Until a subsequent meeting at which the Regional Council considers approval of Connect SoCal in its entirety, the SCS in the 2016 RTP/SCS (and the mitigation measures included in the PEIR for the 2016 RTP/SCS) would remain operative for the region. It is the sole authority of ARB to approve or reject a metropolitan planning organization's finding that the SCS meets the region's mandated greenhouse gas reduction targets.

Additionally, delays in finalizing approval of Connect SoCal in its entirety may affect SCAG's ability to meet statutory deadlines to complete the Regional Housing Needs Assessment (RHNA) allocation plan by October 2020, which affects local jurisdiction's housing element update deadlines by October 2021, since final data from the adopted Connect SoCal is utilized in allocations, which apply the Regional Council-approved RHNA Methodology.

While a delayed approval of Connect SoCal other than for transportation conformity purposes, poses risks and is not ideal, we believe the historic nature and devastating impacts of the pandemic on the lives and livelihoods of Southern Californians justifies the need to pause, assess and revise Connect SoCal, as appropriate.

The Recommended Action and related resolution also address the certification of the Final PEIR. Since the closing of the public comment period for the Draft Connect SoCal PEIR on January 24, 2020, SCAG staff has completed the proposed Final Connect SoCal PEIR. A summary of Plan changes, a summary of the major components of the proposed Final PEIR, and summary of master responses are provided below for consideration. Staff's assessment is that the responses to comments and revisions to the Draft PEIR do not significantly alter the Project, produce new information regarding substantial adverse environmental effects not already analyzed in the Draft PEIR, or change the Draft PEIR's significance findings. Instead, the information presented in the responses to comments "merely clarifies or amplifies or makes insignificant modifications" with respect to the Draft PEIR, as is permitted by CEQA Guidelines subdivision 15088.5(b). A copy of the proposed Final PEIR is available at: <https://www.connectsocial.org/Pages/Final-2020-PEIR.aspx>.

BACKGROUND:

Connect SoCal (2020-2045 Regional Transportation Plan/Sustainable Communities Strategy) is a long-range visioning plan that builds upon and expands land use and transportation strategies

Southern California Association of Governments

Remote Participation Only
May 7, 2020

To: Community
Economic & Human Development Committee (CEHD)
Regional Council (RC)

From: Kome Ajise, Executive Director, (213) 236-1835
Ajise@scag.ca.gov

Subject: 6th Cycle RHNA Appeals Procedures

EXECUTIVE DIRECTOR'S
APPROVAL



RECOMMENDED ACTION FOR CEHD:

Recommend that the Regional Council approve the 6th Cycle RHNA Appeals Procedures.

RECOMMENDED ACTION FOR REGIONAL COUNCIL:

Approve the 6th Cycle RHNA Appeals Procedures.

STRATEGIC PLAN:

This item supports the following Strategic Plan Goal 2: Advance Southern California's policy interests and planning priorities through regional, statewide, and national engagement and advocacy.

EXECUTIVE SUMMARY:

After the Regional Council adopts both the Connect SoCal (2020 RTP/SCS) and RHNA Appeals Procedures, staff will provide each local jurisdiction its draft RHNA allocation. Per Government Code Section 65584.05(b) within forty-five (45) days of receipt of the draft RHNA allocation, a local jurisdiction (city or county) within the region or the California Department of Housing and Community Development (HCD) may appeal for a revision of the share of the draft regional housing need proposed to be allocated to one or more local jurisdictions. SCAG staff has developed 6th Cycle RHNA Appeals Procedures that outline the appeals process, and includes information on bases for appeals, the public hearings to hear appeals, and the reallocation of successful appeals.

BACKGROUND:

On March 5, 2020, the Regional Council adopted the Final RHNA Methodology for the 6th cycle RHNA. After the Regional Council adopts both the Connect SoCal (2020 RTP/SCS) and RHNA Appeals Procedures, staff will provide each local jurisdiction its draft RHNA allocation. In accordance with Government Code Section 65584.05(a), SCAG is required under state housing law to distribute a draft allocation of regional housing needs to each city and county in the region, based on the adopted Final RHNA Methodology, and publish the draft allocation on its website. Per

Government Code Section 65584.05(b), within 45 days of receipt of the draft RHNA allocation, local jurisdictions and the California Department of Housing and Community Development (HCD) may appeal any jurisdiction's draft RHNA allocation.

Under the RHNA Appeals Procedures recommended for adoption, appeals may be filed on any draft RHNA allocation within the SCAG region by any SCAG jurisdiction and HCD. Per Government Code Section 65584.05(b), an appeal may only be filed on at least one of the following basis:

- Local planning factors and information relating to affirmatively furthering fair housing;
- Application of the adopted Final RHNA Methodology
- Significant and Unforeseen change in circumstances

Regarding a "significant and unforeseen change in circumstances," Government Code Section 65584.05(b)(3) requires it is based on a local planning factor as described in Government Code Section 65584.04(b) and by extension, subsection (e). This would require that any qualifying change in circumstances would need to have occurred after SCAG's survey packet, distributed pursuant to Government Code Section 65584.04(b), was distributed in Spring 2019. Additionally, an appeal based on a change in circumstances may only be filed by a jurisdiction appealing its own draft RHNA allocation.

Additionally, in accordance with state housing law, an appeal cannot be granted based on the following factors:

- A local jurisdiction's existing zoning ordinance and land use restrictions
- Any local ordinance, policy, voter-approved measure or standard limiting residential development.
- Prior underproduction of housing in a jurisdiction from the previous regional housing need allocation.
- Stable population numbers in a jurisdiction.

More detailed descriptions of these exclusions for appeals is included in Section I.D of the attached 6th Cycle RHNA Appeals Procedures, which is attached to this report.

Applicants of an appeal must complete an appeals form (Exhibit A) that will be available on the SCAG RHNA webpage (www.scag.ca.gov/rhna) after the RHNA Appeals Procedures are adopted by the Regional Council. Directions on how to electronically submit the form and supporting documentation will be provided on the final form and on the RHNA webpage.

Following the conclusion of the filing period, all jurisdictions will be notified by SCAG of all appeals filed and related attachments will be posted on SCAG's website. Per Government Code Section 65584.05(c) Jurisdictions and HCD will have 45 days to comment on filed appeals.

Within 30 days of the end of the appeal comment period, SCAG must conduct public hearings to hear all filed appeals. The hearing body will be the RHNA Subcommittee, also known at this point as the RHNA Appeals Board. The RHNA Appeals Board will be subject to the RHNA Subcommittee Charter, which was adopted by the SCAG Regional Council at their February 7, 2019 meeting. All decisions made by the Appeals Board will be considered final and not reviewed by the CEHD Committee or Regional Council. Given recent public health directives limiting public gatherings due to the threat of COVID-19 and in compliance with applicable executive orders in effect, RHNA Appeals Board hearings may be held via teleconference. Public notice of hearings will be posted within 21 days of the scheduled public hearings. Because it is unknown at this time how many appeals will be filed, SCAG staff is currently unable to set the date of the hearings.

The appeals hearings will be organized by each jurisdiction subject to an appeal. Appeal applicants that have filed an appeal will be allotted time during the public hearing to present their argument for an adjustment to the jurisdiction's draft RHNA allocation. Jurisdictions that are the subject of an appeal but did not file an appeal on their own draft RHNA allocation will also be allotted time to present. SCAG staff will provide a recommendation and staff report for each subject jurisdiction, after which applicants and the subject jurisdiction which did not file an appeal but is the subject of an appeal (if applicable) may present a brief rebuttal. The RHNA Appeals Board is encouraged to make one finding on the subject jurisdiction after hearing all arguments and presentations on each subject jurisdiction. A full description of the public hearing procedures, including time allotments, are including in the 6th Cycle RHNA Appeals Procedures, which is an attachment to this report.

All successful appeals, except in determined cases as outlined in the Appeals Procedures Section H, will be reallocated back to all jurisdictions in the SCAG region, including those who had successful appeals. A full description of the methodology for successful appeal redistribution is described in the 6th Cycle RHNA Appeals Procedures.

The results of the appeals process and its subsequent reallocation will be included in the proposed final RHNA Allocation Plan, which will be reviewed by the RHNA Subcommittee, CEHD Committee, and Regional Council. The final RHNA Allocation Plan will be adopted by the Regional Council.

Differences between the 5th and 6th Cycles Appeals Procedures

There are several noticeable differences between the 5th and proposed 6th Cycle RHNA Appeals Procedures. First, for the 6th Cycle any jurisdiction and HCD may file an appeal on any jurisdiction whereas in the 5th cycle only a jurisdiction could file an appeal on its own draft RHNA allocation. Additionally, there were two separate processes in which a jurisdiction could request a reduction to

its draft RHNA allocation – a revision request and an appeal. However, due to recent legislation the process has been streamlined into one appeals process.

Moreover, in prior RHNA cycles, an appeal could not be based on local ordinances or voter-approved measures that limited the number of residential permits issued. For the 6th Cycle, in addition to these types of local ordinances, also excluded from appeals are underproduction of housing units since the last RHNA cycle and stable population growth.

Next Steps

A draft of the proposed 6th Cycle RHNA Appeals Procedures was presented at a public workshop on February 3, 2020. The purpose of the workshop was to provide the public a preview of SCAG staff proposals on the procedures and solicit comments until February 10, 2020. A number of jurisdictions provided written comments on the procedures, several of which have been directly incorporated into the procedures and attachments. Written comments received on the draft 6th Cycle RHNA Appeals Procedures can found posted on the RHNA webpage.

SCAG staff presented the updated RHNA Appeals Procedures at the February 24, 2020 RHNA Subcommittee meeting, where the Subcommittee recommended review and approval by the CEHD Committee and Regional Council at their respective March 5, 2020 meetings. Due to meeting time constraints, the CEHD postponed consideration of the RHNA Appeals Procedures to their next meeting. Similar time constraints for the Regional Council required postponement of consideration of the RHNA Appeals Procedures. The RHNA Appeals Procedures have been included in the May 7, 2020 CEHD and Regional Council agendas for recommendation and approval.

Following Regional Council adoption, SCAG will post the procedures along with a final appeal request form and directions for filing an appeal on the SCAG RHNA webpage. Key dates of the appeals process will be published after the adoption of the RHNA Appeals Procedures.

FISCAL IMPACT:

Work associated with this item is included in the current FY 19-20 General Fund Budget (800.0160.03: RHNA).

ATTACHMENT(S):

1. 6th Cycle RHNA Appeals Procedures
2. Exhibit A Appeal Request Form
3. Exhibit B SCAG Final RHNA Methodology
4. Exhibit C-GOV_65080.
5. Exhibit C -GOV_65584.
6. Exhibit C - GOV_65584.04
7. Exhibit C -GOV_65584.05

8. RHNA Subcommittee Charter
9. PowerPoint Presentation - RHNA Appeals



Date: May 8, 2020
To: ICTC Management Committee
From: Gustavo Dallarda, Caltrans District 11, Acting District Director
Re: **District Director's Report**

The following is the California Department of Transportation, District 11 report for the Imperial County Transportation Commission (ICTC) Management meeting of May 13, 2020:

1. **Project Updates:**

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

2. **Construction:**

I-8/Imperial Avenue Interchange

Project construction signs were posted in late April with earth moving work beginning May 5 for two months behind concrete barriers. The project will include installing two ramps that will provide direct access to southbound Imperial Avenue which will provide connectivity to the south portion of El Centro. These improvements will complement the City of El Centro's plans for future development.

Stage 1 closures and detours are anticipated for early July. Caltrans is working with local partners to produce a virtual groundbreaking media event on June 9, 2020 followed by newspaper and radio ads and flyer distribution to inform the community about the July closures. Additional outreach to businesses in and near the construction zone will be held on an as-needed basis to continue to inform and educate of the project details and impacts.

Construction (continued):

Informational materials are available at:

<https://dot.ca.gov/caltrans-near-me/district-11/current-projects/i8-imp-interchange>

Construction is scheduled to be completed in 2022.

SR-98 Pavement Rehabilitation Project

Caltrans proposes to improve 5.7 miles of travel way and shoulders on State Route 98 (SR-98) from State Route 7 to just west of East Highline Canal Bridge in Imperial County near the City of Calexico.

The work uses Cold-in-Place recycling of the existing pavement to create a new base layer which is overlaid with rubberized hot mix asphalt (RHMA) concrete. The finished travel way will include shoulder backing and rumble strips.

Work on the three-month project began May 6. Crews will work Mondays through Fridays from 7:00 a.m. to 7:00 p.m. with some extended hours and weekend scheduling as needed.

Caltrans issued a news release in advance of work advising motorists about lane closures in one-mile increments and one-way traffic control through a single open lane. Highway workers will direct traffic through the open lane, one direction at a time, when it is safe to do so. Minor delays of less than ten minutes may occur.

3. Traffic Operations:

SR-86/Customs & Border Protection Checkpoint Expansion

Caltrans continues to work on design reviews with the goal being to have a design approved project ready for when funding becomes available. *Structural comments for the 65% submittal have been received and will be provided to ICTC/AECom shortly. Recent discussions have determined those agencies which will need to have project approval; as well as the level of environmental review which will be necessary.*

4. Planning:

SR-78/Glamis Grade Separated Crossing Feasibility Study

Caltrans was successful in obtaining State Planning and Research funds for a feasibility study to develop alternatives for a grade separated crossing at the Union Pacific rail line in Glamis. ICTC is the project manager for this study with Caltrans providing contract oversight and participation on the Technical Working Group.

Planning (continued):

The Technical Working Group meetings have begun, and initial outreach to the Off Highway Vehicle (OHV) community was held at the Glamis Dunes on Saturday, January 18, 2020. There was significant attendance by OHV users, with maps and displays, surveys and one-on-one feedback and input provided. *The next TWG meeting will be held later in May 2020.*

El Centro Land Use, Mobility Element and Environmental Justice Update:

The City of El Centro was successful in obtaining a Sustainable Communities Planning Grant from Caltrans which will address such topics as reducing suburban sprawl and vehicle dependency, and encouraging multimodal activity. The updated Plan will embrace key planning principles and goals such as GHG emission reduction targets, provide consistency with the Southern California Association of Governments (SCAG) Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS), provide improvements to public health, reduce vehicle miles traveled (VMT), and seek improvements to transportation technology as well as to incorporate Active Transportation Planning goals.

This contract was awarded to Chen Ryan and City Place Planning. The kick-off meeting was held on August 20, 2019 and the contract is expected to be complete in early 2021.

The City of El Centro and consultant staff set up an informational booth at the Aquatic Center Grand Opening. A Technical Advisory Committee has been formed, with meetings being held monthly.

Non-traditional outreach efforts utilizing zoom and social media are being undertaken to continue gathering public comments and input.

District II Active Transportation Plan:

Caltrans District II is developing an Active Transportation Plan for San Diego and Imperial Counties. This plan will include an existing conditions analysis and a prioritized list of identified bicycle and pedestrian needs on and around the State Highway System.

Input from regional and local partner agencies and local advocates is essential to the development of this plan. Caltrans encourages our partner agencies to participate in the Active Transportation Plan Working Group (ATPWG). Your agency's involvement will ensure Caltrans has an accurate inventory of existing conditions as well as planned and necessary active transportation improvements.

Caltrans will conduct public outreach activities in Imperial County. Caltrans introduced the plan overview to the Imperial County Transportation Commission Management Committee on February 12, 2020 and conducted an ATPWG meeting at the Imperial County Transportation Commission Technical Advisory Committee meeting on February 27, 2020.

Further outreach will occur at future TAC meetings and through non-traditional methods such as social media and virtual meetings.

Planning (continued):

Border Master Plan:

The BMP is a comprehensive, binational approach to coordinate the planning and delivery of international land ports of entry (POEs) and their transportation infrastructure projects.

The first BMP, completed in 2008, formalized the binational dialogue between the United States and Mexico and established a structure for the BMP process. The 2014 BMP refreshed previous efforts, reprioritizing projects and developing a framework for transportation project sensitivity analysis. Building upon the efforts of the previous two BMPs, the 2021 BMP will broaden outreach activities to gain new insights on border issues, assess current border conditions, determine the status of border transportation projects, and identify new border improvement strategies.

A critical component to the success of the BMP is the active participation of local, regional, state, and federal agencies from the United States and Mexico. More than 30 agencies from both sides of the border participate in this process.

A kickoff meeting was held on January 21, 2020, and the update is expected to be completed by early 2021.

5. Senate Bill 1 Projects:

The remaining project which received SBI funding is the widening of the bridge over the All American Canal at the Calexico East POE. Caltrans is providing design and environmental services.

Caltrans began internal District circulation of the Draft Project Report on October 31, 2019, with an anticipated completion date by spring 2020. The Project Report will then be circulated to outside agencies for comments. It is estimated that the PA&ED phase will be complete by May 2020.

The Design-Build phase could potentially begin in September 2020. Construction is expected to last two years with completion expected in September or October 2022.

6. Upcoming Projects:

For 2020, there are several projects that have been confirmed in the Caltrans Project Delivery Plan in Imperial County. They are:

- Widening on SR-98/SR-111, from Ollie to Rockwood.
- Upgrade curve warning signs along various routes.

7. Local Assistance:

June 15, 2020 Deadline: Active Transportation Program (ATP) Cycle 5 Call for Projects (Tentative):

The California Transportation Commission call for Active Transportation Program (ATP) projects began March 25, 2020. The deadline is June 15, 2020. The program schedule will be reevaluated, and an amended schedule will be presented at the May 13, 2020 Commission meeting for approval, however.

Check this link for all available details, including an amended schedule proposal.

<https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/active-transportation-program/cycle5>

May 20 – Highway Safety Improvement Program (HSIP) Cycle 10 Call for Projects – Webinar

Caltrans Division of Local Assistance (DLA) announced the local Highway Safety Improvement Program (HSIP) Cycle 10 Call-for-Projects on May 5, 2020. The application deadline is September 4, 2020.

Registration for this webinar is available through the following link –

https://csus.zoom.us/webinar/register/WN_3sjzpuhJSQGLIviSA_AUHQ

For additional information on the HSIP Cycle 10, please see the following link:

<https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/hsip/2020/hsipcycle10announcement.pdf>

Preparation Schedule for California Transportation Commission (CTC) Allocation Requests:

Please review the attached schedule of deadlines to send allocation request packages for California Transportation Commission (CTC) approval by the July 2020 CTC meeting. When possible, do not wait to submit requests. Caltrans District II must receive all documents at least two months prior to the preferred CTC meeting date; Friday, June 12, 2020 is the next deadline (for the August 2020 CTC meeting).

Per the Interim Timely Use of Funds Policy (in affect now and to be officially adopted at the May 13-14, 2020 CTC meeting), project components that are programmed in Fiscal Year 2019-20 that have not yet allocated:

The deadline to request an allocation will be extended from the June 24-25, 2020 CTC meeting to the December 2-3, 2020 CTC meeting.

Under this new Interim Timely Use of Funds Policy, allocation time extension requests submitted for the May 13-14 CTC meeting will not be on the May meeting agenda. If any agencies need extensions past the December deadline, they will need to submit new time extension requests for consideration at October or December 2020 CTC meetings.

Local Assistance (continued):

In addition, per the Interim Timely Use of Funds Policy, projects that received a construction allocation (capital and/or support) at the October 2019, December 2019, or January 2020 Commission meetings:

The contract award deadline will be revised to allow 12 months to award instead of six months. Agencies require no further action for this extension.

Further information is in the list of “Frequently Asked Questions” found online at the following link –

<https://catc.ca.gov/-/media/ctc-media/documents/reports-resources/resources/2020413-interim-timely-use-funds-policy-faq-ally.pdf>

Quality Assurance Program (QAP) – Documentation Expiring in 2020

As a reminder, Calexico, El Centro, and Westmorland must renew Quality Assurance Program (QAP) approval if federal funds are anticipated for future projects.

QUALITY ASSURANCE PROGRAM (QAP) LAST UPDATED 4/17/2020			
Local Agency	QAP Current	QAP Expiration	Date Agency Submitted QAP
BRAWLEY	10/10/2019	10/10/2024	
CALEXICO	4/13/2015	4/13/2020	
CALIPATRIA	7/14/2019	7/14/2024	
EL CENTRO	4/27/2015	4/27/2020	
HOLTVILLE	7/14/2019	7/14/2024	
IMPERIAL (CITY)	1/9/2017	1/9/2022	
IMPERIAL COUNTY	9/14/2016	9/14/2021	
ICTC	03/09/2020	03/09/2025	
WESTMORLAND	4/21/2015	4/21/2020	

Updated QAP packages must be submitted as soon as possible to the Local Area Engineer, Benjamin Guerrero; otherwise, Construction phase funding requests will not be processed.

January 31, 2020 - Federal Fiscal Year 18/19 Requests for Authorization/Obligation – Past Due:

Funding Requests for Authorization (RFA) for this federal fiscal year were due by January 31, 2020. Please continue to transmit RFA submittals and minimize delay in obtaining fund authorizations.

Local Assistance (continued):

Note the Obligation Authority (OA) funds for redistribution are dwindling faster than in prior years. Also, make sure that funds are programmed appropriately.

Title VI Nondiscrimination Program

A reminder that local agencies shall comply with all Title VI requirements. See LAPM Section 9.2, Title VI of the Civil Rights Act of 1964 and Related Statutes:

Title VI and the additional nondiscrimination requirements are applicable to all programs and activities administered by a recipient, in addition to programs receiving federal financial assistance, due to the Civil Rights Restoration Act of 1987. Nondiscrimination provisions apply to all programs and activities of federal-aid recipients, subrecipients, and contractors, regardless of tier (49 CFR 21).

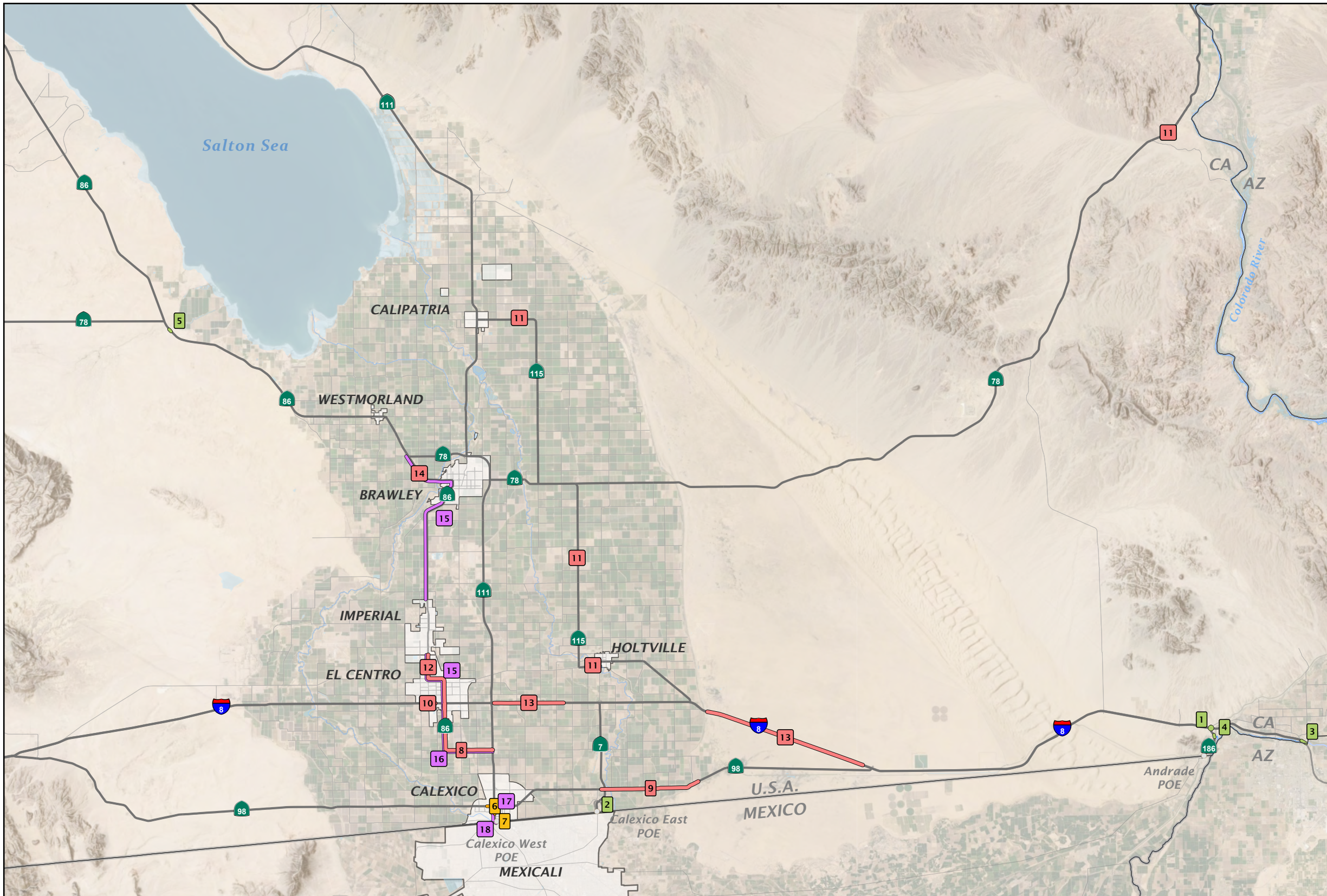
The requirements include providing and maintaining the following, as detailed in LAPM Section 9.2: Title VI Nondiscrimination Statement, Assurances (as part of the Master

Agreement and Program Supplement Agreement), Designation of a Title VI Coordinator, Complaint Procedures, Data Collection, Training, Limited English Proficiency (LEP) accessibility, Dissemination of Information, Contracts and Agreements, Environmental Justice, Public Hearings and Meetings, Right-of-Way activities, Construction Contract Compliance, Monitoring, and others.

Note that an agency is subject to a Title VI program and compliance review at any time by Caltrans, Division of Local Assistance.

Please note the following new link with guidance to local agencies on processing Title VI complaints:

<https://dot.ca.gov/programs/local-assistance/guidance-and-oversight/title-vi>



ENVIRONMENTAL

1. SR-186/I-8 Quechan Interchange Improvements*
Begin Design Nov 2021
2. SR-7 All American Canal Bridge Widening East POE Truck Crossing
Begin Design Sept 2020
3. I-8 Colorado River Viaduct
Begin Design July 2020
4. SR-186 All-American Canal Bridge
Replacement Feasibility Study Complete Begin Design May 2023
5. SR-86 USBP Checkpoint Canopy*
Begin Design June 2020

DESIGN

6. SR-98 Widening Phase 1C Ollie Ave to Rockwood Ave
Begin Construction Aug 2020
7. SR-111 Pavement Rehabilitation, Border to SR-98
Complete Nov 2020

CONSTRUCTION

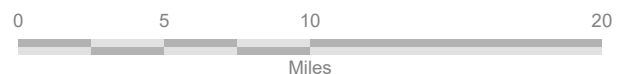
8. SR-86/Dogwood Road Intersection Improvements County Permit*
Design Complete Oct 2020
9. SR-98 Pavement Rehabilitation
Complete Nov 2020
10. I-8/Imperial Ave Interchange Improvements
Complete Jan 2023
11. SR-78/115 Culvert Repairs
Complete June 2020
12. SR-86 Pavement Rehabilitation
Complete May 2020
13. I-8 Pavement Rehabilitation at Various Locations
Complete June 2020
14. SR-86 Tamarack Bridge Erosion Damage Repair
Complete April 2022

RELINQUISHMENT

15. SR-86 Relinquishment to County of Imperial
Date Estimate 2024
16. SR-86 Relinquishment to City of El Centro
Date Estimate 2024
17. SR-111 Relinquishment from 2nd St to SR-98 for City of Calexico
Date Estimate 2024
18. SR-111 Relinquishment from POE to 2nd St for City of Calexico

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

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



:Project funded by Senate Bill 1

Abbreviations:

GSA: General Services Administration

129 Port of Entry

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

Questions can be directed to (619) 688-6699
ct.public.information.d11@dot.ca.gov

Date: 05/07/2020



2020 PREPARATION SCHEDULE
CALIFORNIA TRANSPORTATION COMMISSION (CTC) MEETINGS
AGENDA ITEM(S) DUE DATES

Prepared by:
OFFICE OF CTC LIAISON
DIVISION OF TRANSPORTATION PROGRAMMING
CALIFORNIA DEPARTMENT OF TRANSPORTATION

As of:
August 2019

2020 California Transportation Commission (CTC) Meeting Schedule	Local Agency Submits Off System Funds Requests, Program Amendments, and Time Extensions to Caltrans Districts	District Submits Off System and On System Requests to HQ Divisions	HQ Divisions Submit Final Off System and On System Requests to Budgets	Final Agenda Language Due From HQ Divisions to Office of CTC Liaison	Final Book Items Due from HQ Divisions to Office of CTC Liaison
Date and Location:	10:00 AM District & CTC	10:00 AM HQ Divisions	5:00 PM Budgets	10:00 AM CTC Liaison	10:00 AM CTC Liaison
Jan 29-30 - Sacramento Area	Mon, Dec 2, 19	Mon, Dec 9, 19	Fri, Dec 13, '19	Fri, Dec 20, '19	Tue, Dec 24, '19
Mar 25-26 - Santa Barbara	Mon, Jan 27, 20	Mon, Feb 3, 20	Mon, Feb 10, '20	Wed, Feb 19, '20	Thu, Feb 20, '20
May 13-14 - San Diego	Mon, Mar 16, 20	Mon, Mar 23, 20	Mon, Mar 30, '20	Wed, Apr 8, '20	Thu, Apr 9, '20
June 24-25 - Sacramento Area	Mon, Apr 27, 20	Mon, May 4, 20	Mon, May 11, '20	Wed, May 20, '20	Thu, May 21, '20
Aug 12-13 - Oakland	Mon, Jun 15, 20	Mon, Jun 22, 20	Mon, Jun 29, '20	Wed, Jul 8, '20	Thu, Jul 9, '20
Oct 14-15 - Central Valley	Mon, Aug 17, 20	Mon, Aug 24, 20	Mon, Aug 31, '20	Wed, Sep 9, '20	Thu, Sep 10, '20
Dec 2-3 - Riverside	Mon, Oct 5, 20	Mon, Oct 12, 20	Mon, Oct 19, '20	Wed, Oct 28, '20	Thu, Oct 29, '20

* No Scheduled Meeting in: February, April, July, September and November

VII. ACTION CALENDAR

VII. ACTION CALENDAR

- A. FY 2020-21 & FY 2021-22 STIP/RTIP Consultant Agreement: COH and Associates, Inc.



IMPERIAL COUNTY
TRANSPORTATION COMMISSION

1503 N. IMPERIAL AVE., SUITE 104

EL CENTRO, CA 92243-2875

PHONE: (760) 592-4494

FAX: (760) 592-4410

May 5, 2020

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

SUBJECT: FY 2020-21 & FY 2021-22 STIP/RTIP Consultant Agreement: *COH and Associates, Inc.*

Dear Committee Members:

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

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

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

The current contract will expire on June 30, 2020. ICTC staff is recommending that the ICTC maintain this valuable relationship by executing a new two-year contract. Last year, ICTC staff recommended an increase in funding over the two-year period for an increase in assistance to pursue future complex grant and other funding opportunities. With the new two-year contract, staff will be maintaining the funding with no additional increases.

Funding for this project is in the ICTC 2020-21 Budget. The STIP allocation of Planning and Program Management (PPM) funding offsets the costs of this project.

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

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

1. Authorize the Chairman to sign the STIP/RTIP Consultant Agreement with the firm of *COH and Associates* for the not to exceed fee of \$50,000.00 effective July 1, 2020 through June 30, 2022.

Sincerely,



MARK BAZA
Executive Director

MB/vm

Attachment

1 **AGREEMENT FOR SERVICES**

2
3 THIS AGREEMENT FOR SERVICES (“Agreement”) made and entered into this
4 _____, 2020, is by and between the **IMPERIAL COUNTY**
5 **TRANSPORTATION COMMISSION** (“ICTC”), and **C.O.H. & ASSOCIATES, INC.**, a
6 California corporation (“CONSULTANT”).

7 **WITNESSETH:**

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

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

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

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

18 **1. PARTIES TO AGREEMENT**

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

21 **2. CONTRACT COORDINATION**

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

26 **2.2.** CONSULTANT shall assign a single Contract Manager to have overall responsibility
27 for the progress and execution of this Agreement. Carlos Ortiz Hernandez is hereby
28 designated as the Contract Manager for CONSULTANT. Should circumstances or

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

4 **3. DESCRIPTION OF WORK**

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

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

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

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

12 **4.3.** CONSULTANT shall:

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

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

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

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

28 **4.4.** Any videotape, reports, information, data or other material given to, or prepared or

1 assembled by, CONSULTANT under this Agreement shall be the property of ICTC
2 and shall not be made available to any individual or organization by CONSULTANT
3 without the prior written approval of ICTC's Contract Manager.

4 **5. REPRESENTATIONS BY CONSULTANT.**

5 **5.1.** CONSULTANT understands and agrees that ICTC has limited knowledge with
6 respect to the Project. CONSULTANT has represented itself to be expert in these
7 fields and understands that ICTC is relying upon such representation.

8 **5.2.** CONSULTANT represents and warrants that it is a lawful entity possessing all
9 required licenses and authorities to do business in the State of California and perform
10 all aspects of this Agreement.

11 **5.3.** CONSULTANT represents and warrants that any employee, contractor and/or agent
12 who will be performing any of the duties and obligations of CONSULTANT herein
13 possess all required licenses and authorities, as well as the experience and training, to
14 perform such tasks.

15 **5.4.** CONSULTANT represents and warrants that the allegations contained in **Exhibit "A"**
16 are true and correct.

17 **5.5.** CONSULTANT understands that ICTC considers the representations made herein to
18 be material and would not enter into this Agreement with CONSULTANT if such
19 representations were not made.

20 **6. COMPENSATION**

21 The total compensation payable under this Agreement for services for a two year period shall
22 not exceed fifty thousand dollars (\$50,000.00).

23 **7. PAYMENT**

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

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

3 **8. METHOD OF PAYMENT**

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

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

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

14 **10. SUSPENSION OF AGREEMENT**

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

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

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

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

5 **12. INSPECTION**

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

11 **13. OWNERSHIP OF MATERIALS**

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

15 **14. INTEREST OF CONSULTANT**

16 **14.1.** CONSULTANT covenants that it presently has no interest, and shall not acquire any
17 interest, direct or indirect, financial or otherwise, which would conflict in any manner
18 or degree with the performance of the services hereunder.

19 **14.2.** CONSULTANT covenants that, in the performance of this Agreement, no sub-
20 contractor or person having such an interest shall be employed.

21 **14.3.** CONSULTANT certifies that no one who has or will have any financial interest under
22 this Agreement is an officer or employee of ICTC.

23 **15. INDEMNIFICATION**

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

1 claims, demands and actions in law or equity (including reasonable attorney's fees and litigation
2 expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful
3 misconduct of Consultant, its principals, officers, employees, agents or volunteers in the
4 performance of professional services under this Agreement.

5 B. Other Indemnities. Other than in the performance of professional services, and to
6 the fullest extent allowed by law, Consultant shall indemnify, hold harmless and defend ICTC and
7 its members, board members, officers, officials, employees, agents and volunteers from any and
8 all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict
9 liability, including but not limited to personal injury, death at any time and property damage), and
10 from any and all claims, demands and actions in law or equity (including reasonable attorney's
11 fees and litigation expenses) arising or alleged to have arisen directly or indirectly out of
12 performance of this Agreement. Consultant's obligations under the preceding sentence shall apply
13 regardless of whether ICTC or any of its members, board members, officers, officials, employees,
14 agents or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties,
15 forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful
16 misconduct, of ICTC, or any of its members, board members, officers, officials, employees, agents
17 or volunteers.

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

22 D. This section shall survive termination or expiration of this Agreement.

23 **16. INDEPENDENT CONTRACTOR**

24 This Agreement shall not render CONSULTANT an employee, partner, or joint venturer
25 with ICTC for any purpose. The CONSULTANT is and will remain an independent contractor
26 in its relationship to ICTC. ICTC shall not be responsible for withholding taxes with respect to
27 the CONSULTANT's compensation hereunder. The CONSULTANT shall have no claim against
28

1 the ICTC for vacation pay, sick leave, retirement benefits, social security, workers' compensation,
2 health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

3 **17. INSURANCE**

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

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

17 \$2,000,000 per occurrence for bodily injury and property damage

18 \$1,000,000 per occurrence for personal and advertising injury

19 \$4,000,000 aggregate for products and completed operations

20 \$4,000,000 general aggregate

21 (ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as
22 broad as the most current version of Insurance Service Office (ISO) Business Auto Coverage
23 Form CA 00 01, and include coverage for all owned, hired, and non-owned automobiles or other
24 licensed vehicles (Code 1 - Any Auto) with limits of liability of not less than \$2,000,000 per
25 accident for bodily injury and property damage.

26 (iii) WORKERS' COMPENSATION insurance as required under the California Labor
27 Code. (iv) EMPLOYERS' LIABILITY insurance with limits of liability of not less than
28 \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.

1 (v) PROFESSIONAL LIABILITY (Errors and Omissions) insurance appropriate to
2 Consultant's profession, with limits of liability of \$2,000,000 per claim/occurrence and
3 \$2,000,000 policy aggregate.

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

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

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

26 The General Liability and Automobile Liability insurance policies shall be written on an
27 occurrence form. The General Liability (including ongoing operations and completed operations)
28 and Automobile Liability insurance policies shall name ICTC, its members, board members,

1 officers, officials, employees and agents as an additional insured. All such policies of insurance
2 shall be endorsed so Consultant's insurance shall be primary and no contribution shall be required
3 of ICTC, its members, board members, officers, officials, employees, agents or volunteers. The
4 coverage(s) shall contain no special limitations on the scope of protection afforded to ICTC, its
5 members, board members, officers, officials, employees and agents. The Workers' Compensation
6 insurance policy shall contain a waiver of subrogation as to ICTC, its members, board members,
7 officers, employees, agents and volunteers. Should Consultant maintain insurance with broader
8 coverage and/or limits of liability greater than those shown above, ICTC requires and shall be
9 entitled to the broader coverage and/or the higher limits of liability maintained by Consultant.
10 Any available insurance proceeds in excess of the specified minimum limits of insurance and
11 coverage shall be available to ICTC.

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

14 (i) The retroactive date must be shown, and must be before the effective date of this
15 Agreement or the commencement of work by Consultant.

16 (ii) Insurance must be maintained and evidence of insurance must be provided for at least
17 5 years after completion of the work or termination of the Agreement, whichever first occurs.

18 (iii) If coverage is canceled or non-renewed, and not replaced with another claims-made
19 policy form with a retroactive date prior to the effective date of the Agreement, or work
20 commencement date, Consultant must purchase extended reporting period coverage for a
21 minimum of 5 years after completion of the work or termination of the Agreement, whichever
22 first occurs.

23 (iv) A copy of the claims reporting requirements must be submitted to ICTC for review.

24 (v) These requirements shall survive expiration or termination of the Agreement.

25 Consultant shall furnish ICTC with all certificate(s) and applicable endorsements effecting
26 coverage required hereunder. **All certificates and applicable endorsements are to be received
27 and approved by ICTC's Executive Director or his/her designee in his/her sole discretion
28 prior to ICTC's execution of the AGREEMENT and before work commences.** Upon request

1 of ICTC, Consultant shall immediately furnish ICTC with a complete copy of any insurance policy
2 required under this Agreement, including all endorsements, with said copy certified by the
3 underwriter to be a true and correct copy of the original policy. This requirement shall survive
4 expiration or termination of this Agreement.

5 If at any time during the life of the Agreement or any extension, Consultant or any of its
6 sub-Consultants fail to maintain any required insurance in full force and effect, all work under
7 this Agreement shall be discontinued immediately, until notice is received by ICTC that the
8 required insurance has been restored to full force and effect and that the premiums therefore have
9 been paid for a period satisfactory to ICTC. Any failure to maintain the required insurance shall
10 be sufficient cause for ICTC to terminate this Agreement. No action taken by ICTC hereunder
11 shall in any way relieve Consultant of its responsibilities under this Agreement.

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

21 If Consultant should subcontract all or any portion of the services to be performed under
22 this Agreement, Consultant shall require each sub-Consultant to provide insurance protection in
23 favor of ICTC, its members, board members, officers, officials, employees, agents and volunteers
24 in accordance with the terms of each of the preceding paragraphs, except that the sub-Consultant's
25 certificates and endorsements shall be on file with Consultant and ICTC prior to the
26 commencement of any work by the sub-Consultant.

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1 **18. ASSIGNMENT**

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

5 **19. NON-DISCRIMINATION**

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

22 **20. NOTICES AND REPORTS**

23 **20.1.** All notices and reports under this Agreement shall be in writing and may be given
24 by personal delivery or by mailing by certified mail, addressed as follows:

25 ICTC
26 Executive Director
27 ICTC
28 1405 N. Imperial Ave., Suite 1
El Centro, CA 92243

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

1 **20.2.** All notices and reports under this Agreement may be given by personal delivery or
2 by mailing by certified mail at such other address as either Party may designate in a
3 notice to the other Party given in such manner.

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

6 **21. ENTIRE AGREEMENT**

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

10 **22. MODIFICATION**

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

13 **23. SEVERABILITY**

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

16 **24. WAIVER**

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

20 **25. CHOICE OF LAW**

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

24 **26. ATTORNEY'S FEES**

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

1 **27. AUTHORITY**

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

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

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

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

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

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

14 **29. TERM OF AGREEMENT**

15 The term of this Agreement shall be for July 1, 2020 to June 30, 2022.

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

3 **IMPERIAL COUNTY TRANSPORTATION**
4 **COMMISSION**

C.O.H. & ASSOCIATES, INC.

5
6
7 _____
8 By: George Nava
9 Chairman

Carlos Hernandez

By: Carlos Ortiz Hernandez

10 **ATTEST:**

11
12 _____
13 By: Cristi Lerma
14 Secretary to the Commission

15 **APPROVED AS TO FORM:**
16 **ADAM G. CROOK**
17 **COUNTY COUNSEL**

18 _____
19 By: Eric Havens
20 Assistant County Counsel

Table of Contents

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

A. WORK PLAN

COH & Associates, Inc. is very pleased to submit this proposed work plan to the Imperial County Transportation Commission (ICTC) to provide on-call transportation consultant services for Fiscal Years 2020-21 and 2021-22, starting July 1, 2020 and ending June 30, 2022.

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

The Scope of Work is presented below.

TASK 1: Transportation Funding Grant Activities

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

- Writing grant applications
- Conducting Benefit-Cost Analysis (BCA)
- Calculating project-related emissions/savings
- Developing project maps, figures and graphs
- Producing project updates and reports as required.

TASK 2: Project Planning Support- Federal and State Programs

Provide State and Federal funding programming assistance including, but not limited to developing/updating funding program guidelines and project selection.

TASK 3: State Transportation Improvement Program (STIP)

Assist with developing and monitoring the State Transportation Improvement Program (STIP). Activities include, but not limited to, working with ICTC staff and Caltrans to implement and monitor the STIP, developing the 2022 STIP, and preparing programming documents and staff reports.

B. SCHEDULE

Project Start: July 1, 2020; Project End: June 30, 2022 (2 Years)

Task	Total Hours	FY20-21 Hours	FY21-22 Hours
1	188	94	94
2	38	25	13
3	77	19	58
Total	303	138	165

C. COST PROPOSAL

FY 2020-21: \$165.00 per hour (fully-loaded hourly rate)

138 Hours X \$165.00/hour = \$22,770.00

FY 2021-22: \$165.00 per hour (fully-loaded hourly rate)

165 Hours X \$165.00/hour = \$27,225.00

TOTAL = \$49,995.00, say \$50,000.00 over two years.

VII. ACTION CALENDAR

VII. ACTION CALENDAR

- B. Unmet Transit Needs Public Hearing Process - Fiscal Year 2020-21



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

May 8, 2020

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

SUBJECT: Unmet Transit Needs Public Hearing Process - Fiscal Year 2020-21

Dear Committee Members:

Section 99401.5 of the Public Utilities Code states:

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

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

On March 4, 2020, the Unmet Transit Needs Hearing Panel conducted the required local Public Hearing. The Hearing Panel reconvened on April 29, 2020 to consider the verbal and written testimony, and staff recommendations. After discussion of the analysis portion, the Panel developed the “Findings” regarding public transit services for FY 2020-21. These “Findings” assist in the allocation of resources and determination of the service levels to be provided. The process consequently guides the FY 2020-21 Transit Financing Plan and work program activities.

After review of the staff prepared analysis, the Panel accepted one request as “Reasonable to Meet”. Due to the expectation that revenues will be significantly lower this fiscal year, the items considered as “Reasonable to Meet” and further items that are considered goals have been placed on the official 2020 ICTC Unmet Transit Needs List in prioritized order, which is an attachment to the “Findings” document. Should funding be identified, this list is used to advance new services and routes.

The Social Services Transportation Advisory Council (SSTAC) has met and developed the required response to the “Findings” on May 6, 2020 for consideration (see attachment).

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

After adoption of the "Findings", staff will develop the budget for the ICTC Transit Financing Plan for FY 2020-21 and anticipates submittal in the June 2020 time frame.

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

1. Adopt the FY 2020-21 "Findings" and the prioritized 2020 ICTC Unmet Transit Needs List as presented or amended, after a review of the SSTAC response.
2. Authorize the Chairman to sign the attached resolution.
3. Direct staff to forward the FY 2020-21 "Findings", and all other public hearing documentation and resolution to the State Department of Transportation.

Sincerely,

MARK BAZA
Executive Director
BY:



David Aguirre
Transit Programs Manager

MB/da/cl

attachment



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

April 28, 2020

**UNMET TRANSIT NEEDS FINDINGS
FISCAL YEAR 2020-21**

The Imperial County Unmet Transit Needs Public Hearing was conducted at 3:00 p.m., on March 4th, 2020 at the County Board of Chambers, in El Centro, Ca. After review and consideration of the testimony received at the hearing, this Panel reconvened on April 29th, 2020 to make the following “Findings”:

The following “Findings” are unmet transit needs or transit needs which are reasonable to meet. The ICTC Transit Financing Plan and TDA claims for Fiscal Year 2020-21 shall be approved consistent with these stated “Findings”.

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

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

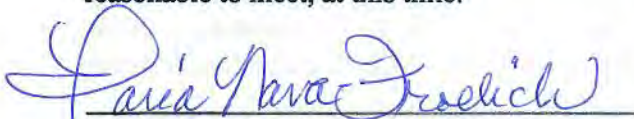
- III. All transit services shall comply with the American's with Disabilities Act of 1990; provisions specific to respective services offered.

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

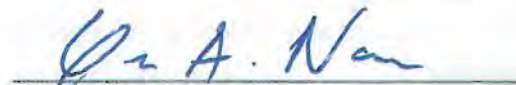
**CITIES OF BRAWLEY, CALEXICO, CALIPATRIA, EL CENTRO, HOLTVILLE, IMPERIAL, WESTMORLAND,
IMPERIAL IRRIGATION DISTRICT AND COUNTY OF IMPERIAL**

- V. Staff will continue to pursue resources for the implementation of the proposed IVT Red Line in Imperial and IVT Garnet Line in Calexico.
- VI. Staff will continue to provide technical assistance to the City of Calexico for the development of the City's transfer terminal project.
- VII. Staff will continue to pursue resources for the implementation of service changes in accordance with the priorities in the FY 2020-21 Unmet Needs List (attachment).

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



Maria Nava-Froelich, Council Member
City of Calipatria



George Nava, Chairman
Mayor, City of Brawley

Ryan Kelley, Supervisor
County of Imperial



Lewis Pacheco, Council Member,
City of Calexico

Luis Plancarte, Supervisor
County of Imperial

Robert Amparano, Alternate
Mayor, City of Imperial

Jason Jackson, Alternate
Council member, City of El Centro

STAFF:

Mark Baza
Executive Director

David Aguirre
Transit Programs Manager



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April 24, 2020

UNMET TRANSIT NEEDS LIST FISCAL YEAR 2020-21

Priority order

1. IVT- Expansion of Blue Line route to include a stop near the new Clinicas De Salud Building located at 852 Dannenberg, El Centro, CA 92243, *Per action taken by ICTC XX-XX-20*
2. Add an IVC Express Route from Calexico to IVC and from IVC to Calexico in the evening after 5:30PM. (SRTP, 2018) *Per action taken by ICTC XX-XX-20*
3. Provide curb to curb intercity transportation to seniors. (2018 SRTP, Year 10), *Per action taken by ICTC XX-XX-20*
4. Provide IVT Ride service in the Calipatria area. (2018 SRTP, Year 10) *Per action taken by ICTC XX-XX-20*

**IMPERIAL COUNTY TRANSPORTATION COMMISSION
SOCIAL SERVICE TRANSPORTATION ADVISORY COUNCIL (SSTAC)**

FY 2020-21 MASTER NEEDS LIST: Identification of Transit Needs

For discussion and planning purposes leading up to annual ICTC Unmet Transit Needs Hearing. The importance of needs will be determined prior to hearing with selected items formally presented to ICTC.

1.	Improve cleanliness and upkeep at El Centro City area bus stops, and other stops in the region as identified	Inventory Project is Under Way
2.	Enhance Communication of Available Services	Inventory Project is Under Way
3.	Proposed Transit Mobility Summit	PENDING FUNDING
4.	Review of an afternoon “FAST” trip from El Centro to Brawley	IMPLEMENTED/Demo Phase
5.	Review of limited Saturday service to Seeley	IMPLEMENTED / Demo Phase
6.	Expand Transit Access within the community of Calexico IVT Garnet Line	PENDING FUNDING / SRTP YR 10
7.	Expand Transit Access within the community of Imperial IVT Red Line	PENDING FUNDING / SRTP YR 10
8.	Review of “FAST” trip from El Centro to Holtville	IMPLEMENTED/Demo Phase
9.	Add an IVC Express route from Calexico to IVC and from IVC to Calexico in the evening after 5:30 p.m.	PENDING FUNDING / SRTP YR 1
10.	Provide curb to curb intercity transportation to Seniors (IVT RIDE Northern and Southern Zone)	PENDING FUNDING/STRP YR 10
11.	Add bus service and bus stop near El Centro Clinicas de Salud.	PENDING/ONGOING PROCESS

SOCIAL SERVICES TRANSPORTATION ADVISORY COUNCIL

Victor Torres, Chairperson
Michael Hack, Vice-Chair
David Aguirre, Secretary

1503 N. Imperial Ave., Suite 104
El Centro, CA 92243
(760) 592-4494

April 30, 2020

George Nava, Chairperson
Imperial County Transportation Commission
1503 N. Imperial Ave., Suite 104
El Centro, CA 92243

Dear Commissioner Nava:

One of the responsibilities of the Social Services Transportation Advisory Council (SSTAC) is to advise ICTC on existing public transportation needs. In addition, the SSTAC must review the "Findings" as developed by the Public Hearing Panel. SSTAC met on May 6, 2020 and reviewed the "Findings" as developed by the Public Hearing Panel on April 29, 2020. SSTAC appreciates the proactive consideration given by the Transit Hearing Panel for the acknowledgement of addressing the "Findings" in previous years.

It is the interest of the SSTAC that should funding be identified for FY 2020-21 or subsequent years, that the issues noted in the Unmet Transit Needs List be implemented in order of priority:

1. IVT- Expansion of Blue Line route to include a stop near the new Clinicas De Salud Building located at 852 Dannenberg, El Centro, CA 92243.
2. Add an IVC Express Route from Calexico to IVC and from IVC to Calexico in the evening after 5:30PM. (SRTP, 2018)
3. Provide curb to curb intercity transportation to seniors. (2018 SRTP, Year 10)
4. Provide IVT Ride service in the Calipatria area. (2018 SRTP, Year 10)

SSTAC would also like to express support in allowing the expansion of the IVT Blue Line route to include a stop near the new Clinicas De Salud Building and the further coordination with the City of El Centro as required as it pertains to bus stop infrastructure.

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

Sincerely,

Victor Torres
Chairperson

**RESOLUTION _____ OF
THE IMPERIAL COUNTY TRANSPORTATION COMMISSION (ICTC)
MAKING A DETERMINATION AS TO UNMET TRANSIT NEEDS WITHIN THE
REGION OF THE COUNTY OF IMPERIAL FOR FY 2020-21**

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

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

WHEREAS, a public hearing and subsequent public meeting was held in Imperial County on March 4, 2020 and April 30, 2020, after sufficient public notice was given, and at which time the public testimony and comment was received; and

WHEREAS, the Social Services Transportation Advisory Council reviewed the proposed “Findings” on May 6, 2020 in accordance with the requirements of the Act; and

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

WHEREAS, a final opportunity for further public comment was provided on May 27, 2020; and

THEREFORE, BE IT RESOLVED that the Imperial County Transportation Commission, hereby resolves that the Unmet Transit Needs Adopted “Findings” and the “2020 ICTC Unmet Transit Needs List” as attached, are identified, and that there are no further unmet public transit needs within the County of Imperial that can be reasonably met at this time;

PASSED AND ADOPTED at a regular meeting of the Imperial County
Transportation Commission held on May 27, 2020.

By: _____
Chairperson

ATTEST:

By:

Cristi Lerma
Secretary to the Commission