



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

**MANAGEMENT COMMITTEE**

**AGENDA**

**REMOTE PARTICIPATION ONLY**

**Wednesday, September 9, 2020**

**10:30 A.M.**

**CHAIR: MARCELA PIEDRA**

**VICE CHAIR: TYLER SALCIDO**

---

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/93316237365?pwd=ckxqK25zcXNnMC9ucitiYk50b2I3dz09>

**To participate by phone:**

**1 (669) 900-9128**

**Meeting ID: 933 1623 7365#**

**Passcode: 409271#**

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

**II. EMERGENCY ITEMS**

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

**III. PUBLIC COMMENTS**

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](mailto: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, please submit written comments by 5 p.m. on Tuesday, September 8, 2020. 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

A.	Approval of Management Committee Draft Minutes:	June 10, 2020	Pages 5-19
B.	Receive and File:		
	1. ICTC Commission Minutes:	June 24, 2020	
	2. ICTC TAC Minutes:	July 23, 2020	
	3. ICTC SSTAC Minutes:	June 3, 2020	

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

- C. 2021 Active Transportation Program Regional Guidelines Page 21

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

1. Approve the following methodology for assigning points of the 2021 Active Transportation Program Regional Guidelines:
  - a. 20 points for projects that have been identified in an adopted local and/or regional plan; and
  - b. Zero points for projects that have not been identified in an adopted local and/or regional plan.

- D. State of Good Repair Grant Program, FY 2020-21 Page 24

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

1. Approve the attached resolution authorizing the Executive Director or his designee to take any actions necessary on behalf of the ICTC for the purposes of obtaining FY 2020-21 financial assistance, provided by the State of California Department of Transportation under the State of Good Repair Grant Program.

## V. REPORTS

- A. ICTC/LTA/IVRMA Executive Director
  - See attached ICTC Executive Director Report on page 28
- B. Southern California Association of Governments
  - See attached report on page 36
- C. California Department of Transportation – District 11
  - See attached report on page 43
- D. Committee Member Reports

## VI. INFORMATION CALENDAR

- A. IVRMA Program Report Page 56  
Presented by Daveline Villasenor
- B. LTA 2012 Refunding Opportunity Update  
Presented by Mark Baza

## VII. ACTION CALENDAR

- A. IVRMA FY 2020-21 Budget, Amendment #1 Page 61

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

1. Approve the FY 2020-2021 IVRMA Budget, Amendment #1

- B. Coordinated Public Transit – Human Services Transportation Plan Update – Award Recommendation Page 67

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

1. Approve the award of the Agreement for the Coordinated Public Transit – Human Services Transportation Plan Update to *Moore and Associates* in the amount of \$74,293.46.
2. Authorize the Chairperson to sign the agreement.

- C. Agreement for Professional Maintenance Audit Reporting Services of the ICTC Transit Operations – Calendar Years 2020-2022 Page 85

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

1. Authorize the Chairman to sign the agreement for the IVT Transit Maintenance Audit effective October 1, 2020, for the audit period of calendar years 2020, 2021 and 2022, with the firm of **TRC Engineering Services, LLC**:
  - A. For the fiscal reporting period of July 1, 2020 through June 30, 2021, the annual not to exceed fee is set at \$16,796
  - B. For the fiscal reporting period of July 1, 2021 through June 30, 2022, the annual not to exceed fee is set at \$16,796
  - C. For the fiscal reporting period of July 1, 2022 through June 30, 2023, the annual not to exceed fee is set at \$16,796
  - D. For the post-delivery inspection service fee of \$860 per event.

- D. On Call Engineering, Architecture and Professional Support Services – Task Order Issuance – Civil Pros – Calexico Intermodal Transportation Center (ITC) – Engineering Support Services Page 103

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

1. Approve the Task Order Award for engineering support services for the Calexico ITC to Civil Pros in the amount of \$103,727.00.
2. Authorize the Chairperson to sign the Task Order.

- E. Memorandum of Understanding (MOU) between Imperial County Transportation Commission (ICTC) and the U.S. Border Patrol Air & Marine, Program Management Office (BPAM PMO) for the Border Patrol Checkpoint Project at SR-86 Page 109

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

1. Authorize the Chairman to sign the Memorandum of Understanding (MOU) for the State Route 86 (Northbound) Border Patrol Checkpoint Project between ICTC and the U.S. Border Patrol Air & Marine, Program Management Office

- F. Fund Request to the Local Transportation Authority (LTA) – State Route 98 from Ollie Avenue and Rockwood Avenue Page 120

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

1. Approve the allocation for funding needed in the amount of \$200,000 as a local match for the SR-98 Widening Project from Ollie and Rockwood Avenues, from the LTA 5% Regional Highway Set-Aside from the Measure D allocations
2. Authorize the Executive Director to execute the necessary agreements between Caltrans and the Imperial County Transportation Commission.

### **VIII. NEXT MEETING DATE AND PLACE**

- A. The next meeting of the Management Committee is scheduled on **Wednesday, October 14, 2020 at 10:30 a.m.**, via Zoom Meeting at the ICTC Offices at 1503 N. Imperial Ave., Suite 104, El Centro, CA 92243.

### **IX. ADJOURNMENT**

- A. Motion to Adjourn

# **IV. CONSENT CALENDAR**

## IV. CONSENT CALENDAR

- A. APPROVAL OF MANAGEMENT COMMITTEE DRAFT  
MINUTES:  
JUNE 10, 2020
- B. RECEIVE AND FILE:
  - 1. ICTC COMMISSION MINUTES: JUNE 24, 2020
  - 2. ICTC TAC MINUTES: JULY 23, 2020
  - 3. ICTC SSTAC MINUTES: JUNE 3, 2020



**IMPERIAL COUNTY TRANSPORTATION COMMISSION  
MANAGEMENT COMMITTEE  
DRAFT MINUTES OF June 10, 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
County of Imperial	Tony Rouhotas
County of Imperial	Esperanza Colio-Warren
City of Westmorland	Ana Beltran
Imperial Irrigation District	Ismael Gomez

**STAFF PRESENT:** David Aguirre, Michelle Bastidas, Cristi Lerma, Daveline Villasenor

**OTHERS PRESENT:** David Salgado: SCAG; Maurice Eaton, Ben Guerrero, Bing Luu: Caltrans; Liz Zarate: City of El Centro; Kathy Chambers: Consultant

---

The following minutes are listed as they were acted upon by the Imperial County Transportation Commission Management Committee and as listed on the agenda for the meeting held Wednesday, June 10, 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 10:35 a.m., roll call was taken 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 **Bayon-Moore** seconded by **Wells** to approve the consent calendar as presented; **Motion carried unanimously.**

- |  |                |
|--|----------------|
| A. Approved Management Committee Draft Minutes:            | March 11, 2020 |
| B. Received and Filed:                                     |                |
| 1. ICTC Commission Minutes:                                | March 25, 2020 |
| 2. ICTC TAC Minutes:                                       | April 23, 2020 |
| 3. ICTC SSTAC Minutes:                                     | May 6, 2020    |
| C. ICTC - Public Transportation Agency Safety Plan (PTASP) |                |

The full report is published on the ICTC website at:

[http://www.imperialctc.org/media/managed/ICTC\\_PTASP\\_DRAFT\\_2020\\_updated.pdf](http://www.imperialctc.org/media/managed/ICTC_PTASP_DRAFT_2020_updated.pdf)

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

1. Adopt the ICTC Public Transportation Agency Safety Plan (PTASP)
- D. FY 2020-21 Fifth Revision to Memorandum of Understanding (MOU); ICTC - Quechan Indian Tribe - Yuma County Intergovernmental Public Transit Authority (YCIPTA) for Turquoise Route #10 and Blue Route #5

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

1. Authorize the Chairperson to sign the Fifth Extension to the Memorandum of Understanding (MOU) between the Yuma County Intergovernmental Public Transportation Authority (YCIPTA), The Imperial County Transportation Commission (ICTC) and the Quechan Indian Tribe for the continued implementation and operation of a regional connector bus service (YCAT **Turquoise** #10) between Yuma AZ, Winterhaven and El Centro, California; and, a circulator route from Yuma with stops in the eastern Imperial County area (YCAT **Blue** #5) effective July 1, 2020 through June 30, 2021 and provide a not to exceed subsidy to the Quechan Tribe and YCIPTA in an amount of \$162,062.71.
- E. Amendment #1 to the Agreement for the Local Transportation Authority Measure D Funds Transactions Tax Audit Services

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

1. Authorize the Chairperson to sign Modification #1 to the Agreement for Measure D Funds Transactions Audit Services between the Hinderliter, de Llamas and Associates and the Local Transportation Authority.

## V. REPORTS

- A. ICTC Executive Director  
Mr. Baza provided updates from the report on page 75 of the agenda. Ms. Villasenor provided updates in the programs of the IVRMA.
- B. Southern California Association of Governments (SCAG)  
Mr. Salgado provided updates from the report on page 88 of the agenda.
- C. Caltrans Department of Transportation – District 11  
Mr. Eaton stated that Caltrans updates can be found in the report on page 103 of the agenda.
- D. Committee Member Reports  
- There were no updates.

## VI. ACTION CALENDAR

- A. Draft ICTC Overall Work Program (OWP) and Budget, FY 2020-21  
  
Mr. Baza reviewed the staff report presented on page 113 of the agenda regarding past accomplishments of the previous fiscal year; projects initiated and/or scheduled for fiscal year 2020/2021; and, a review of the administrative structure of the agency.  
  
Mr. Aguirre provided an overview of the overall budget, including Regional Transportation

Planning and Programming, Transit Operations, Planning and Program Management and Regional Collaboration.

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

1. Adopt the Draft ICTC Overall Work Program (OWP) and Budget for FY 2020-21.

A motion was made by **Wells** seconded by **Medina**. **Motion carried unanimously.**

- B. Tri-ennial Performance Audit of the Administration/Management of the Imperial County Transportation Commission – FY 2016-17, 2017-18, 2018-19

Mr. Aguirre stated that the consultant, Ms. Kathy Chambers would provide a detailed overview of the Triennial Performance Audit for the ICTC for fiscal years 2016/2017 – 2018/2019. Ms. Chambers stated that the audit is guided by the TDA Caltrans guidebook. There was a total of 6 reports for the following agencies/services: ICTC, IVT, IVT Access, IVT Ride, IVT Medtrans, and YCAT. The auditor had site visits with ICTC, First Transit, YCIPTA and the Quechan Tribe. The following findings were addressed:

- Ensure State Controller Reports are submitted in a timely manner.
- Ensure the RTPA’s fiscal audits are completed no later than 12 months following the end of the fiscal year.
- For any operator using STA funds for operating purposes, ICTC should include the test against the two qualifying efficiency standards as part of the TDA claim process.
- Prepare and implement a standardized orientation process for new ICTC Board members.
- Reaffirm ICTC’s definitions of “unmet transit need” and “reasonable to meet” as part of each annual unmet transit needs finding.
- IVT should ensure its website is fully usable for monolingual Spanish-speaking individuals.
- Identify supplemental local revenues that will bring the farebox recovery ratio up to at least 10 percent – IVT Access
- Review opportunities for increasing local revenue to boost farebox recovery – IVT Medtrans Service
- Conduct regular passenger surveys to gauge customer satisfaction and service need – IVT Medtrans Service
- Ensure TDA fiscal audits of all IVT operations are completed no later than 270 days following the end of the fiscal year – IVT Ride

Staff has begun addressing most of the finding and has an action plan to complete all tasks. The agency and Transit Services audits are published on the ICTC website at:

<http://www.imperialctc.org/publications-&-reports/financial-reports/>

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

1. Approve the FY 2016-17, 2017-18, 2018-19 Tri-ennial Performance Audit of the Imperial County Transportation Commission.
2. Direct staff to forward the FY 2016-17, 2017-18, 2018-19 Tri-ennial Performance Audit of the Imperial County Transportation Commission to Caltrans.

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

## VII. IVRMA ACTION CALENDAR

### A. Draft IVRMA Budget, FY 2020-21

Ms. Villasenor presented the IVRMA budget. A staff letter and budget back were on page 168 of the agenda.

Membership funds includes allocations to finance the operation involving the household Hazardous Waste Facilities (HHW) and IVRMA operations expenses. The overall budget for this fiscal year reflects a total of \$298,847.00 or 8% decrease from FY 19-20. Professional Fees (Personnel) decreased from \$190,290 to \$156,503 or 22% due to recent management and support staff changes. The cost of Hunter Employment Services had a reduction of \$33,797 or 18% by reallocating the management position under ICTC. Changes in recent Administrative Services from the City of El Centro to Imperial County Transportation Commission and Hutchinson and Bloodgood, LLP to Imperial County Auditor, Controller and Treasurer Services. Professional (Operations) Fees decreased a 6% from \$88,238 to \$83,000. This includes the small percentage increase from Stericycle of \$700.00 or 1% impact towards membership based on the increase of disposal and hauling rates of 2.3% for hazardous waste haulers. Other Expenses include Administrative fees with an increase of \$3,600 or 30% which includes the services of Verizon, Payroll, Administrative Staff Support and Legal Services. Included in Operational Fees is the increase in Miscellaneous/Reserve which is contingent upon HHW revenue. HHW facilities where currently impacted by the COVID-19 pandemic causing loss of revenue during shut down.

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

1. Adopt the Draft IVRMA Budget for FY 2020-21.

A motion was made by [Wells](#) seconded by [Beltran](#). **Motion carried** with a no vote from Calipatria.

### B. FY 2020-21 Hunter Employment Services, Inc. Agreement – First Modification

Ms. Villasenor presented this item to the Commission.

It was 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 employment services Agreement with the firm of *Hunter Employment Services, Inc.* for FY July 1, 2020 through June 30, 2021.

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

## VIII. NEXT MEETING DATE AND PLACE

The next meeting of the **Management Committee** is scheduled for **July 8, 2020** at the **ICTC Offices and via Zoom Meeting.**

## IX. ADJOURNMENT

- A. Meeting adjourned at 12:08 a.m.

**IMPERIAL COUNTY TRANSPORTATION COMMISSION****DRAFT MINUTES FOR JUNE 24, 2020****5:30 p.m.****VOTING MEMBERS PRESENT:**

City of Brawley	George Nava – Chairman via zoom
City of Calexico	Lewis Pacheco
City of El Centro	Cheryl Viegas-Walker
City of Holtville	James Predmore via zoom
City of Imperial	Robert Amparano via zoom
City of Westmorland	Larry Ritchie via zoom
County of Imperial	Luis Plancarte via zoom
County of Imperial	Ryan Kelley

**NON-VOTING MEMBERS PRESENT:** Caltrans District 11 Gustavo Dallarda via Zoom

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

**OTHERS PRESENT:** Kome Ajise, David Salgado: SCAG; Gustavo Dallarda: Caltrans; Daveline Villaseñor: IVRMA;

The following action minutes are listed as they were acted upon by the Imperial County Transportation Commission and as listed on the agenda for the meeting held Wednesday, June 24, 2020 together with staff reports and related documents attached thereto and incorporated therein by reference.

*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.*

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

[Chair Nava](#) called the Commission meeting to order at 5:30 p.m. Roll call was taken, and a quorum was present.

**II. EMERGENCY ITEMS**

There were none.

**III. CLOSED SESSION - 5:30 PM**

A. Motion to Adjourn to Closed Session [Viegas-Walker/Pacheco](#) – **Motion Carried**

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

C. CONFERENCE WITH LABOR NEGOTIATORS (Government Code § 54957.6)  
Agency Designated Representative: Eric Havens  
Unrepresented Employee: Executive Director

D. RECONVENE TO OPEN SESSION – 5:58 PM  
Announcement of Closed Session Action(s) Mr. Eric Haven reported in open session. He stated that direction was given, and no reportable action was taken. A merit increase of 4% for the Executive Director will take effect on July 1, 2020. No final action was given.

**IV. PUBLIC COMMENTS**

There were no public comments received.

**V. CONSENT CALENDAR**

- A. Approval of the ICTC Commission Draft Minutes: May 27, 2020
- B. Receive and File:
  - 1. ICTC Management Committee Draft Minutes: May 13, 2020
  - 2. ICTC SSTAC Minutes: May 6, 2020
  - 3. ICTC TAC Minutes: May 28, 2020
- C. ICTC - Public Transportation Agency Safety Plan (PTASP)
  - 1. Approved the ICTC Public Transportation Agency Safety Plan (PTASP)
- D. FY 2020-21 Fifth Revision to Memorandum of Understanding (MOU); ICTC - Quechan Indian Tribe - Yuma County Intergovernmental Public Transit Authority (YCIPTA) for Turquoise Route #10 and Blue Route #5
  - 1. Authorized the Chairperson to sign the Fifth Extension to the Memorandum of Understanding (MOU) between the Yuma County Intergovernmental Public Transportation Authority (YCIPTA), The Imperial County Transportation Commission (ICTC) and the Quechan Indian Tribe for the continued implementation and operation of a regional connector bus service (YCAT Turquoise #10) between Yuma AZ, Winterhaven and El Centro, California; and, a circulator route from Yuma with stops in the eastern Imperial County area (YCAT Blue #5) effective July 1, 2020 through June 30, 2021 and provide a not to exceed subsidy to the Quechan Tribe and YCIPTA in an amount of \$162,062.71.

A motion was made by [Viegas-Walker](#) and seconded by [Amparano](#) to approve the consent calendar as presented, roll call:

Agency	Roll Call
City of Brawley	Yes
City of Calipatria	Yes
City of Calexico	Yes
City of El Centro	Yes
City of Holtville	Yes
City of Imperial	Yes
County of Imperial	Yes
County of Imperial	Yes
City of Westmorland	Yes
Imperial Irrigation District	Absent

**Motion Carried unanimously.**

**VI. REPORTS**

- A. ICTC Executive Director
  - A full list of updates and announcements can be found on page 42 of the agenda.
- B. Southern California Association of Governments (SCAG)
  - SCAG Executive Director Kome Ajise gave a presentation regarding Connect SOCAL. He stated that he is utilizing the 120 wisely and asking all stakeholders for their input. His presentation is on page 55 of the agenda.
  - Mr. Salgado also provided report and is on page 61 of the agenda.

- C. California Department of Transportation (Caltrans)  
Mr. Dallarda was available via zoom to present on the Caltrans report.
- A full list of updates and announcements can be found on page 66 of the agenda.
- D. Commission Member Reports
- Ms. Nava-Froelich requested an additional Caltrans staff to oversee Imperial County.
  - Chair Nava thanked all staff for their effort during these times.
  - Mr. Amparano announced that the City of Imperial has a new City Manager, Dennis Morita.
  - Ms. Viegas-Walker thanked all who participated in the caravan for fallen Officer Coronel.
  - Mr. Kelley stated that the County submitted a letter to the State requesting local controls for covid-19. He did state that the letter conveys a message that the county is and continues to follow state and federal guidelines.

## VII. ACTION CALENDER

- A. Draft ICTC Overall Work Program (OWP) and Budget, FY 2020-21

Mr. Aguirre presented the FY 2020-21 OWP and Budget. Total budget is \$19,882,859.

Highlights from the letter include:

- Completed the 2020 State Transportation Improvement Program (STIP) that includes Planning, Programming and Monitoring funds for ICTC transportation planning and project implementation, and the construction funds for the I-8 Imperial Ave. Interchange Re-Construction Project;
- In partnership with the City of El Centro and Caltrans construction began for the I-8/Imperial Avenue Interchange Reconstruction, and extension of Imperial Avenue south to McCabe Road;
- Near completion of the 2019-20 Regional Transportation Improvement Program (RTIP) that includes all local road and state highway improvements throughout our region that include federal funds;
- In partnership with Caltrans completed the Project Approval and Environmental Document for the Calexico East Port of Entry Bridge Widening Project, and initiated the procurement for the Design-Build project (simultaneous design and construction). Procurement process of Request for Qualifications and Request for Proposals is scheduled to be completed in March 2021;
- Completed a required agreement with the U.S. Department of Transportation and Federal Highway Administration for the \$20 million award for the Calexico East POE Bride Widening Project;
- In partnership with the City of Calexico and Caltrans completed the Calexico West POE Traffic Management Plan;
- Completed the transition for ICTC administration of the Imperial Valley Resource Management Agency (IVRMA) and hiring of new Project Manager, and completing steps toward transition of the Service Authority for Freeway Emergencies (SAFE) beginning July 1, 2020;

The ICTC Management Committee met on June 10, 2020 and forwarded this item to the Commission for their review and approval after public comment, if any:

1. Adopted the Draft ICTC Overall Work Program (OWP) and Budget for FY 2020-21.

A motion was made by [Viegas-Walker](#) and seconded by [Nava-Froelich](#), roll call:

Agency	Roll Call
City of Brawley	Yes
City of Calipatria	Yes
City of Calexico	Absent
City of El Centro	Yes
City of Holtville	Yes
City of Imperial	Yes
County of Imperial	Yes
County of Imperial	Yes
City of Westmorland	Yes
Imperial Irrigation District	Absent

**Motion Carried unanimously.**

B. Tri-ennial Performance Audit of the Administration/Management of the Imperial County Transportation Commission – FY 2016-17, 2017-18, 2018-19

Mr. Aguirre stated that the consultant, Ms. Kathy Chambers would provide a detailed overview of the Triennial Performance Audit for the ICTC for fiscal years 2016/2017 – 2018/2019. Ms. Chambers stated that the audit is guided by the TDA Caltrans guidebook. There was a total of 6 reports for the following agencies/services: ICTC, IVT, IVT Access, IVT Ride, IVT Medtrans, and YCAT. The auditor had site visits with ICTC, First Transit, YCIPTA and the Quechan Tribe. The following findings were addressed:

- Ensure State Controller Reports are submitted in a timely manner.
- Ensure the RTPA’s fiscal audits are completed no later than 12 months following the end of the fiscal year.
- For any operator using STA funds for operating purposes, ICTC should include the test against the two qualifying efficiency standards as part of the TDA claim process.
- Prepare and implement a standardized orientation process for new ICTC Board members.
- Reaffirm ICTC’s definitions of “unmet transit need” and “reasonable to meet” as part of each annual unmet transit needs finding.
- IVT should ensure its website is fully usable for monolingual Spanish-speaking individuals.
- Identify supplemental local revenues that will bring the farebox recovery ratio up to at least 10 percent – IVT Access
- Review opportunities for increasing local revenue to boost farebox recovery – IVT Medtrans Service
- Conduct regular passenger surveys to gauge customer satisfaction and service need – IVT Medtrans Service
- Ensure TDA fiscal audits of all IVT operations are completed no later than 270 days following the end of the fiscal year – IVT Ride

Staff has begun addressing most of the finding and has an action plan to complete all tasks. The agency and Transit Services audits are published on the ICTC website at: <http://www.imperialctc.org/publications-&-reports/financial-reports/>

The ICTC Management Committee met on June 10, 2020 and forwarded this item to the Commission for their review and approval after public comment, if any:



1. Approved the FY 2016-17, 2017-18, 2018-19 Tri-ennial Performance Audit of the Imperial County Transportation Commission.
2. Directed staff to forward the FY 2016-17, 2017-18, 2018-19 Tri-ennial Performance Audit of the Imperial County Transportation Commission to Caltrans.

A motion was made by [Amparano](#) and seconded by [Nava](#), roll call:

<b>Agency</b>	<b>Roll Call</b>
City of Brawley	Yes
City of Calipatria	Yes
City of Calexico	Absent
City of El Centro	Yes
City of Holtville	Yes
City of Imperial	Yes
County of Imperial	Yes
County of Imperial	Yes
City of Westmorland	Yes
Imperial Irrigation District	Absent

**Motion Carried unanimously.**

#### **VIII. NEXT MEETING DATE AND PLACE**

- A. The next meeting of the **Imperial County Transportation Commission** will be held on **July 22, 2020 at 6:00 p.m.**, at the **ICTC Offices**, 1503 N. Imperial Ave., Suite 104, El Centro, CA 92243 and via Zoom Meeting.

#### **IX. ADJOURNMENT**

- A. Meeting adjourned at 8:05 p.m. (Nava/Nava-Froelich).



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

**TECHNICAL ADVISORY COMMITTEE**  
**DRAFT MINUTES**

**July 23, 2020**

**Present:**

Guillermo Sillas	City of Brawley
Abraham Campos	City of El Centro
Veronica Atondo	County of Imperial
Jesus Villegas	City of Imperial
Lily Falomir	City of Calexico
Ismael Gomez	IID

**Others:**

Mark Baza	ICTC
Virginia Mendoza	ICTC
Marlene Flores	ICTC
Michelle Bastidas	ICTC
David Aguirre	ICTC
Daveline Villaseñor	IVRMA
David Salgado	SCAG
Andres Miramontes	City of Brawley
Gordon Gaste	City of Brawley
Javier Luna	City of El Centro
Christian Rodriguez	City of El Centro
Felix DeLeon	City of El Centro
Catherine Gutierrez	City of El Centro
Isabel Garcia	City of Imperial
Robert Urena	County of Imperial
Ben Guerrero	Caltrans
Jose Ornelas	Caltrans
Poonam Boparai	Ascent Environment Inc.
Lexi Journey	Rincon
Andrew Beecher	Rincon

*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 10:03 a.m. A quorum was present, and introductions were made. There were no public comments made.

1. Introductions
2. A *motion* was made to adopt the minutes for June 25, 2020 (**Luna / Gomez**) **Motion Carried.**

**3. Regional Climate Action Plan- Existing Conditions Analysis Presentation**

*Presented by Consultant Team: Ascent Environment, Inc. & Rincon*

Ascent Environment provided a brief presentation on the GHG Inventory Results and on the Existing Conditions Analysis Results. The Existing Conditions Analysis provides a foundation for the greenhouse gas (GHG) reduction policies that will be included as part of the Regional CAP by providing an understanding of policies, actions and initiatives that are currently in place throughout Imperial county. This analysis also provides the level of implementation and rating of quality, based on five criteria for successful implementation, as assessed by representatives for the respective jurisdictions. The assessed policies, actions and initiatives are categorized based on their connection to state and regional goals and guidelines.

The results will help to guide the policies of the Imperial Valley Regional CAP. Rincon also provided an overview of their Outreach Strategy for this project. Phase I of the outreach strategy focuses on educating and gathering feedback on the draft GHG reduction measures from websites, social media, virtual stakeholder meetings and surveys. Phase II of the outreach is to present the Draft Climate Action Plan and get community feedback.

**4. ICTC Updates / Announcements**

*(Presented by ICTC Staff)*

- a. **Transit Planning Updates-** Virginia Mendoza provided a brief update on transit. Based on the current events surrounding the COVID-19 Pandemic, ICTC is still operating under COVID-19 requirements.
- b. **Transportation Planning Updates (by Virginia Mendoza):**
  - **LTA Updates 2012 and 2018**
  - 2012 LTA Bond- City of Brawley still has a balance on their respective 2012 LTA Bond account of (\$670,284).
  - 2018 LTA Bond- The City of Holtville already utilize all their 2018 LTA money and City of Calexico (\$7,764,761) and City of Calipatria (\$1,398,936).
  - **I-8 / Imperial Avenue Interchange Project-** Mark Baza provided a brief update on the project. The project is moving along with schedule and today at 6:30 p.m. the bridge will be demolished.
- c. **Imperial Valley Resource Management Agency (IVRMA) (by Daveline Villaseñor):**
  - Daveline provided an overview of what the Imperial Valley Resource Management Agency does and what services it provides. A brief update on the State Recycling Mandates and upcoming deadlines were provided. IVRMA's mission is to develop, implement, and support efficient and sustainable programs for waste reduction, reuse, recycling, hazardous waste Management, composting and recycled-content purchasing for Imperial Valley citizens in accordance with local, state, and national mandates. Brawley, Calipatria, Imperial, Calexico, El Centro, Westmorland, Holtville and County of Imperial are included in IVRMA's scope of work. TAC members requested a sub-committee or TAC dedicated for IVRMA. Discussion concluded with TAC members requesting an action item for the August TAC meeting to establish a TAC for IVRMA.

**5. SCAG Updates / Announcements (by David Salgado)**

- **2020 Local Early Action Planning Grant (LEAP) Program:** The Local Early

Action Planning (LEAP) grant program’s deadline has been extended to January 31, 2021. Jurisdictions who did not apply: For cities and counties that were not able to meet the July 1, 2020 deadline, they still have more time. They now have until January 31, 2021, to apply for LEAP funding. Remember, LEAP funding is non-competitive, flexible funding to help cities and counties plan for housing in their communities.

- David Salgado mentioned SCAG will go dark in the month of August.
- Scholarships- Congratulations to Southwest High School graduate Aaliyah Felix. Aaliyah is the recipient of the SCAG 2020 scholarship. She will receive \$4,000 in financial support and she will participate in a two-week internship with SCAG or a local planning agency. Congratulations to Aaliyah.

**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)**

**Local Assistance:** Ben Guerrero provided updates on local assistance.

**Summer 2020 Deadline: Active Transportation Program (ATP) Cycle 5 Call for Projects:**

The California Transportation Commission (CTC) call for ATP projects began March 25, 2020. The extended deadline is July 15, 2020, for “Quick-Build” ATP projects. September 15, 2020 is the new deadline for all other ATP project types.

**Inactive Projects-** As of July 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).

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

**Quality Assurance Program (QAP) – Documentation Expired in 2020-** Everyone is cleared.

**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](mailto:Alma.Sanchez@dot.ca.gov)

**I-8 / Imperial Avenue Interchange Project-** Jose Ornelas provided a brief update on the I-8 project. Caltrans crew will be closing the Interstate to demolish and remove the existing bridge today July 23<sup>rd</sup> around 6:30 p.m. City of El Centro and Caltrans will be working together to provide information on closures of eastbound Interstate 8 on- and off- ramps at Imperial Avenue. Please see detour maps and informational links on the Caltrans website.

**8. General Discussion / New Business**

- Virginia Mendoza mentioned that the august TAC meeting will focus primarily on the IVRMA program. More information will be provided.

- Next TAC meeting will be on August 27, 2020 via Zoom.

**9. Meeting adjourned at 12:20 p.m.**



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

**SOCIAL SERVICES TRANSPORTATION ADVISORY COUNCIL**

**DRAFT MINUTES**

June 3, 2020

Present

Voting Attendees:

Victor Torres	Imperial Valley College (IVC)
Ted Ceasar	Consumer
Dr. Kathleen Lang	California Health & Wellness (CH&W)
Rosalina Blankenship	Area Agency on Aging (AAA)
Mitzi Perez	ARC-IV
Sonia Silva	Access to Independence
Raul Cordova	Work Training Center (WTC)
David Aguirre	CTSA-ICTC
Maricela Galarza	CTSA-ICTC
Gustavo Gomez	CTSA-ICTC

Non-Voting Attendees:

Cesar Sanchez	IVT/IVTAccess/IVTRide/IVTMedtrans
Helio Sanchez	IVT
Jose Guillen	IVT MedTrans
Karla Pacheco	IVT Access

1. Mr. Torres called the meeting to order at 10:04 a.m. **A quorum was present.** Introductions were made.
  - Zoom attendance
2. Minutes adopted for May 6, 2020
  - Ms. Blankenship asked to amend the minutes on page 6, to change the temporary nutrition name from “Green Pleats” to “Great Plates”.
  - Mr. Torres asked to amend the minutes on page 5, to change the "Unified School District” to “School Districts”.
  - Minutes were motioned to be approved with all requested changes (**Torres, Perez**), **Motion Carried.**
3. CTSA Reports:

Mr. Gomez had the following announcements:

- The IVT Access, IVT Ride, and IVT MedTrans service continue to serve the people that need transportation. Sign-ups and certifications continue to be conducted on a remote basis.
- IVT MedTrans updated brochures, with a new calendar, are at ICTC ready to be distributed. If any agency needs the brochures, some can be taken to the agency. The Calendar runs from May through August. The service is still there to assist passengers for any San Diego doctor appointments, the days of services are running as usual.
  - Ms. Blankenship asked if brochures can be delivered to the AAA office.
  - Staff agreed to drop some off at the AAA office.
- The COVID 19 pandemic situation doesn't allow mobility staff to attend any events, therefore there is nothing to report on that aspect.

Mr. Aguirre had the following updates:

- The Dial A Ride service demand response continues to be available in the usual schedule. Although the demographics that the service is provided to, the senior and disabled population, is recommended to stay home because of the COVID 19 pandemic. Therefore, the situation has dramatically impacted the service passenger count. The service continues to be available, but it is responding to the demand. The demand is very low.
- IVT Access, just like IVT, is running on a Saturday schedule. The services have about 2 in half to 2 buses readily available to respond to the demand of passengers. The service averages 20-25 passengers a day.

#### 4. SSTAC Summer Meetings:

- Mr. Aguirre stated that in the past SSTAC members decided to go dark during the summer months, which include July and August. SSTAC usually reconvenes in September. It is up to SSTAC to discuss their decision if they see the need to meet during the summer months. If SSTAC members decide not to meet, ICTC will send updates on the transportation side. ICTC is always available to any of the SSTAC members that have questions or concerns.
- Ms. Blankenship was encouraged to go dark during the summer months and requested SSTAC members to receive updates, changes, and statistical data monthly. Ms. Blankenship stated that if an emergency does merge during the summer months which SSTAC is required to meet that the option to schedule a meeting continues to be available.
  - Mr. Aguirre stated that SSTAC members will be provided with any updates and/or changes in the transit operations. ICTC is available if any emergency impromptu meeting is required during the summer.
- SSTAC decided to go dark during July and August ([Blankenship, Silva](#)), **Motion Carried.**

#### 5. Transit Operator Reports:

- All services: Mr. H. Sanchez reported the following:
  - All services continue to run in a limited schedule, circulators are running with about 20-25 passengers a day. Social distancing continues to be implemented which results in limited seating. Therefore, it is causing small wait times for some passengers that don't fit. A stand by bus then picks them up to continue the route.
  - The YAP club contacted First Transit to assist with the distribution of kits. Their goal is to provide the whole community with masks. First Transit will assist YAP in distributing these kits to the community.
    - Mr. Torres asked if the pandemic situation has resulted in the reduction of staff.
    - Mr. H. Sanchez stated that some employees were let go because of some service not running a full schedule, therefore leads to a reduction of hours for employees.

6. General Discussion

- Ms. Blankenship asked for a clarification on the protocol to ensure safety in public transit.
  - Mr. C. Sanchez stated that 60ft Gillic buses full capacity is on average of 60-75 passengers and now buses capacity has reduced to only 21 passengers. If the situation comes that there is a passenger overflow, the stand by buses will assist to pick the remaining passengers. The cutaway bus full capacity is on average on 20 passengers and now capacity has reduced to only 8 passengers. The passenger is usually only seen on the big buses, not the small buses. Since not all buses are being used because of the reduction of service, it allows us to wash all buses every day. The bus yard continues to be open for the public to purchase tickets or pay for MedTrans service. The protocol has changed, staff will now approach vehicles with any business to take care of.
  - Ms. Blankenship asked if the seats and rails are being wiped down when unoccupied.
  - Mr. C. Sanchez stated that wiping down the seats and rails usually occurs at the end of the route because it is difficult while on a scheduled route.
- Ms. Blankenship extended a heartfelt thank you ICTC, First Transit staff, IVT Ride service, and IVT Access service for assisting AAA with the afternoon meal distribution.

7. Adjournment

- The meeting adjourned at 10:35 a.m. ([Torres](#)), **Motion Carried.**
- The next meeting will be held on Wednesday, September 2, 2020, at the Imperial County Transportation Commission Office, 1503 N. Imperial Ave., Suite 104, El Centro, CA 92243.

# **IV. CONSENT CALENDAR**

## IV. CONSENT CALENDAR

### C. 2021 ACTIVE TRANSPORTATION PROGRAM REGIONAL GUIDELINES





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

September 4, 2020

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

SUBJECT: 2021 Active Transportation Program Regional Guidelines

Dear Committee Members:

Imperial County Transportation Commission (ICTC) staff has been working with staff from the Southern California Association of Governments (SCAG) in the review of the Active Transportation Program (ATP) guidelines. The ATP is funded from various federal and state funds including the federal Transportation Alternatives Program (TAP), the Highway Safety Improvement Program (HSIP), State Highway Account, and Safe Routes to Schools (SR2S).

As a part of Senate Bill (SB) 1, the 2021 ATP Cycle 5 Call for Projects at the state level is expected to include about \$445M in funding made up of Federal funding and State SB1 and State Highway Account (SHA) funding. The funding programming years include FY2021/2022, FY2022/2023 FY2023/2024 and FY2024/2025 funding years.

Per the 2021 guidelines issued by the California Transportation Commission (CTC), the program is divided into state and regional shares. Project applications that are not selected for funding from the state's share of the funds will be passed on to the other Metropolitan Planning Organizations (MPOs) for consideration for regional share funding.

Program funding is segregated into three components and is distributed as follows:

- 50% to the state for a statewide competitive program
- 10% to small urban and rural regions with populations of 200,000 or less for the small urban and rural area competitive program
- Per the 2021 Statewide Guidelines, 40% of the funds for the ATP must be distributed by Metropolitan Planning Organizations (MPO) in urban areas with populations greater than 200,000, with funds distributed to each MPO based on total MPO population

In this fifth call for projects of ATP funds, SCAG does not intend to host a separate Call for Projects. Caltrans will instead forward grant proposals from the SCAG region that were not awarded funding at the statewide selection round for consideration in the Regional Program.

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

Therefore, all project applications must meet the state's criteria and be submitted to Caltrans first. To date, one application has been submitted by member agencies for this current cycle.

ICTC is responsible for scoring from within Imperial County for their consistency with plans adopted by local and regional governments within the county.

Assigning a methodology for assigning the twenty (20) points needs to be completed by ICTC. During past cycles, ICTC has established point scoring methodology with guidance of SCAG. For ATP Cycle five (5) ICTC staff is recommending the following scoring methodology: 20 points for projects that have been identified in an adopted local and/or regional plan; zero points for projects that have not been identified in an adopted local and/or regional plan.

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

1. Approve the following methodology for assigning points of the 2021 Active Transportation Program Regional Guidelines:
  - a. 20 points for projects that have been identified in an adopted local and/or regional plan; and
  - b. Zero points for projects that have not been identified in an adopted local and/or regional plan.

Sincerely,



MARK BAZA  
Executive Director

MB/vm

## **IV. CONSENT CALENDAR**

### **IV. CONSENT CALENDAR**

- D. STATE OF GOOD REPAIR GRANT PROGRAM, FY 2020-21



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

September 4, 2020

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

SUBJECT: State of Good Repair Grant Program, FY 2020-21

Dear Committee Members:

The State of Good Repair Program (SGR) provides funds for use on a variety of transit infrastructure repair and service improvement projects. These projects are primarily transit capital projects or services to maintain or repair a transit operator's existing transit vehicle fleet or transit facilities, including the rehabilitation and/or modernization of the existing vehicles or facilities and/or the design, acquisition, and construction of new vehicles or facilities that improve existing transit services. The program is administered by the State of California's Department of Transportation (Caltrans).

In previous years, ICTC has successfully applied for funding through this program for the anticipated replacement of transit operation vehicles. For the FY 2020-21 funding, ICTC is seeking funding in an amount of \$285,774.00 through this program to provide funding for the replacement of transit operation vehicles. No matching funds are required.

The application process requires the submittal of a resolution from the Commission authorizing the Executive Director to act on behalf of the Commission in order to submit our request for these funds in a timely manner.

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

1. Approve the attached resolution authorizing the Executive Director or his designee to take any actions necessary on behalf of the ICTC for the purposes of obtaining FY 2020-21 financial assistance, provided by the State of California Department of Transportation under the State of Good Repair Grant Program.

Sincerely,

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

MARK BAZA  
Executive Director

Attachment

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

**RESOLUTION # \_\_\_\_\_****AUTHORIZATION FOR THE EXECUTION OF THE  
REGIONAL ENTITIES APPROVING PROJECT LIST  
FOR THE CALIFORNIA STATE OF GOOD REPAIR PROGRAM**

**WHEREAS**, the Imperial County Transportation Commission is an eligible recipient and may receive State Transit Assistance funding from the State of Good Repair Program (SGR) now or sometime in the future for transit capital projects; and

**WHEREAS**, the statutes related to state-funded transit capital projects require a local or regional implementing agency to abide by various regulations; and

**WHEREAS**, Senate Bill 1 (2017) named the Department of Transportation (Department) as the administrative agency for the SGR; and

**WHEREAS**, the Department has developed guidelines for the purpose of administering and distributing SGR funds to eligible recipients (local agencies); and

**WHEREAS**, the Imperial County Transportation Commission wishes to delegate authorization to execute these documents and any amendments thereto to the Executive Director and/or his designee;

**WHEREAS**, the Imperial County Transportation Commission approves the project list for the PUC 99313 apportionment.

**WHEREAS**, the Imperial County Transportation Commission concurs and approves the project list from the operators for the PUC 99314 apportionment.

**NOW, THEREFORE, BE IT RESOLVED** that the Imperial County Transportation Commission approves the region's State of Good Repair project list for **FY 20/21**.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Imperial County Transportation Commission that the fund recipient agrees to comply with all conditions and requirements set forth in the Certification and Assurances document and applicable statutes, regulations and guidelines for all SGR funded transit capital projects.

**NOW THEREFORE, BE IT FURTHER RESOLVED** that the Executive Director and/or his designee be authorized to execute all required documents of the SGR program and any Amendments thereto with the California Department of Transportation.

**PASSED AND ADOPTED** at a regular meeting of the Imperial County Transportation Commission held on **September 23<sup>rd</sup>, 2020**

BY: \_\_\_\_\_  
GEORGE NAVA  
Chairperson

ATTEST:

BY: \_\_\_\_\_  
CRISTILERMA  
Secretary to the Commission

# V. REPORTS

- A. ICTC/LTA/IVRMA 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:** September 3, 2020  
**To:** ICTC Management 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 September 9, 2020

- 1) **SCAG Executive Board/Imperial County Regional Virtual Tour:** *In lieu of what has traditionally been an actual physical tour to the Imperial County of incoming SCAG board members, SCAG prepared a Regional Virtual Tour. The SCAG Executive Board Members, Executive Team and other stakeholders received a detailed presentation regarding current and ongoing projects and initiatives in Imperial County. Presentation from Supervisor Plancarte on the Imperial County demographics and AG Industry and economy. ICTC provided a presentation on Border Projects/Goods Movement, Transit and Regional Projects. The Imperial County Air Pollution Control District (ICAPCD) presented on the environmental impacts, AB-617 and other social-economic facts that impact our health. Katie Burnworth from ICAPCD provided information on the Salton Sea along with the History and Current Condition.*
- 2) **Imperial Valley Transit (IVT) FREE FARES PROGRAM:** On August 7, 2020, the Imperial County Transportation Commission (ICTC) announced the implementation of a **Free Fares Program** for various Imperial Valley Transit (IVT) services. Eligible services include IVT Fixed Route, IVT Circulators (Blue, Green and Gold Lines), IVT ACCESS and IVT RIDE (EL Centro, Imperial, Heber, Brawley, Calexico, Westshores). All passengers are eligible to benefit from the Free Fares Program. The fares are subsidized by a State of California grant and fare contributions to IVT RIDE passengers by the County of Imperial's Area Agency for the Aging (AAA). The Free Fares Program will remain in effect while the grant funds are available. All regular service eligibility requirements and restrictions remain in effect.
- 3) **2020 Mobility 21 Virtual Summit:** The Mobility 21 Summit will be held virtually this year on September 17-18, 2020. ICTC Chairman George Nava will participate in the Chairmans' Roundtable session, along with other elected officials throughout Southern California transportation agencies. This years theme will be "Stepping Up to 2020's Challenges," which will include discussion regarding the current pandemic. Past ICTC Chairs that have participated in the Chairmans' Roundtable include Supervisor Luis Plancarte, Council Member Maria Nava-Froelich, Council Member James Predmore and Council Member Robert Amparano. Executive Director Baza will participate in the Closing session of the Summit with all of the Southern California transportation agency Chief Executive Officers for the seven counties, Metrolink and SCAG.

Mobility 21 is a coalition that brings together public, business and community stakeholders to pursue regional solutions to the transportation challenges facing Imperial, Los Angeles, Orange, Riverside, San Bernardino, San Diego and Ventura counties. A nonpartisan alliance, Mobility 21 delivers a unified voice for the region's transportation priorities and seeks to improve mobility in the region. For more information you can visit their website at: <https://mobility21.com/>.



- 4) **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. *Stage 1 of construction began on Monday, May 6, 2020. During the extended closure, motorists on eastbound I-8 will be detoured along 4th Street/State Route 86 (SR-86) located east of Imperial Avenue. On July 23<sup>rd</sup> closure of the I-8 was needed to demolish and remove the existing bridge. Crews have completed the demolition of the existing bridge at the I-8/Imperial Avenue Interchange. There were no reported incidents and detoured traffic was flowing with no major delays. Over the next month, the community will see crews performing general earthwork operations. There will be construction equipment, noise (including OSHA required backup alarms), dust and some minor traffic control. Stage 2 work on the northern portion of I-8 is anticipated to take four to six months to complete and could begin as early as December. During Stage 2, all I-8/Imperial Avenue on- and off- ramps will be fully closed. The interchange is expected to open to traffic by the end of 2022 with project completion by mid-2023.*
  
- 5) **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 25<sup>th</sup>. 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 1<sup>st</sup> through January 31<sup>st</sup>, 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 (TWG) meeting was held on February 13, 2020 in San Diego at Caltrans District 11 offices. The fifth TWG meeting is scheduled for July 19, 2020 where the consultant presented estimates for the short list alternatives. There will be another opportunity for outreach. Currently scheduled are the following virtual public meeting opportunities: Meeting Opportunity 1 on Wednesday, October 21, 2020 from 7:00 PM to 8:00 PM and Meeting Opportunity 2 on Saturday, October 24, 2020 from 9:00 AM to 10:00 AM. To register please visit <http://www.eventbrite.glamiscrossing.com/>. An information flyer is attached to this report.*
  
- 6) **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 successfully completed the authorization for the \$20 million BUILD funds. Currently the project is in the qualification phase of solicitation Request for Qualifications are due on September 11, 2020 to the ICTC offices. The Design-Build Request for Proposals process is scheduled to begin Septemebr 21, 2020.*
  
- 7) **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. On June 24, 2020, CTC authorized construction funding. *The total project cost is estimated at \$6.33 million using a combination of 2016 Earmark Repurposing, Demonstration, and Traffic Congestion Relief funds. The project has a \$1.7 million funding shortfall for which Caltrans is requesting an ICTC contribution of \$200,000, the remaining \$1.5 million shortfall would be covered*

by various other State funds. Consideration of the additional ICTC contribution will be considered during the September LTA meeting.

- 8) **FY 2019 Public Transit Fare Analysis:** The Request for Proposal for a consultant for the ICTC FY 2019 Public Transit Fare Analysis was released on March 1, 2019. The project is for professional services to develop a Public Transit Fare Pricing Analysis. This planning document is expected to provide recommendations for the current fares/fee structure and media for the four public transit services under the Imperial Valley Transit brand for the next three to five years. *The award recommendation was approved at the May 22, 2019 Commission meeting. AECOM was selected to complete the Analysis. A project kick-off meeting was held on June 20, 2019 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. Staff and the consultant team are currently review concepts for digital outreach platforms.*
- 9) **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. *CBP Border Patrol has requested a design change and a draft MOU has been drafted to identify the the work to be completed by ICTC and Border Patrol. The draft MOU will be initially presented to ICTC Management Committee during the September 2020 meeting.*
- 10) **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. According to GSA Phase 2A is anticipated to be completed Spring 2023.*
- 11) **Federal Transit Administration (FTA) CARES Act Award for Imperial Valley Transit:** The Coronavirus Aid, Relief, and Economic Security (CARES) Act was passed by Congress with overwhelming bipartisan support and signed into law on March 27, 2020.

The Imperial County Transportation Commission (ICTC) is happy to announce the acquisition of a \$10.5 million CARES Act Grant as formally confirmed by the Federal Transit Administration (FTA) on June 24, 2020. The FTA CARES Act Grant were made available to public transit agencies to help to prevent, prepare for and respond to the COVID-19 pandemic. Eligible uses include maintaining transit services and the associated operational expenses (only those normally eligible under FTA grant requirements), agency acquisition of personal protective equipment (PPE); safe distancing/sanitation practices; transit operations and lost revenues. The period to utilize the funds depends on our continued response to the COVID-19 pandemic. ICTC plans to utilize the grant to continue to provide IVT Fixed Route, IVT Access (ADA Paratransit Service) and IVT MedTrans (non-emergency transportation to San Diego to medical facilities) transportation services, acquire necessary PPE equipment, enhance cleaning protocols by increasing cleaning frequency, thoroughness and by acquiring CDC approved disinfectants and to offset revenue losses. ICTC hopes to increase service frequency as soon as the opportunity presents itself.

- 12) **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 in progress including studies. Next steps: Begin design and property (Right of Way) acquisition process.*

- 13) **LTA Bonds Refunding/Financing Effort:** Based on municipal market and sales tax revenue trends we will remain on pause until we have a better sense of phase 3 openings within the County. In addition to continued lifting of travel restrictions at the border as legal crossings are a significant part of Imperial County's economy. A positive tone in the municipal market continues. There is an increasing number of investors (i.e. cash available) and as they are facing a continuing light calendar we are seeing a compression (lowering) of both absolute yields and spreads. Our Underwriter team (Ramirez & Co., Inc.) will continue to keep an eye on the market and review the most opportune time to move forward with the bond rating and pricing of the bonds.
- 14) **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.
- 15) **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. *Consultant is working on the draft list of strategies. The Consultant is finalizing the final pieces of inventory analysis. The consultant will begin the outreach plan by the end of October 2020 and begin with stakeholder meetings.*
- 16) **Imperial Mexicali Binational Alliance Meeting:** *The recent IMBA meeting was held via Zoom on Thursday, August 13, 2020. The meeting provided updates on the following border infrastructure projects - Calexico East Port of Entry/Mexicali II Bridge Widening Project and the Calexico West Port of Entry/Mexicali Mexico Roadway/Bridge Improvements. A strategic planning meeting between MOU signee representatives is tentatively scheduled for October 8, 2020. The next regular meeting is scheduled for October 8, 2020 via Zoom Meeting.*
- 17) **Assembly Bill 335 (Garcia):** AB 335 became effective on January 1, 2020. ICTC had 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. ICTC Staff will continue to work closely with IVRMA staff during the transition time and in the future. ICTC has recruited and hired a replacement for the Project Manager position. *On July 1, 2020. ICTC took over the administration of the SAFE. Pending for the IVRMA is the ratification of the resolution by each member agencies council / board.*
- 18) **Community of Niland Bus Stop Bench and Shelter Request:** The ICTC submitted a formal request to the California Department of Transportation (Caltrans) District 11 requesting their assistance in identifying a location for a bus stop bench and shelter in the Community of Niland along State Route 111 (SR-111). The shelter has been installed in an existing parking lot on the east side of SR-111. *ICTC and the County of Imperial Public Works are reviewing the possibility of relocating the bus stop to the location of the newly constructed fire station.*
- 19) **State and Federal funding Obligations:** *Projects programmed in programmed in Federal Fiscal Year (FFY) 2019/2020 were fully obligated according to Caltrans Local Assistance. Beginning October 1, 2020, agencies can move forward with request for authorization (RFA) for Congestion Mitigation Air Quality (CMAQ), Surface Transportation Block Grant program (STBG) programmed in FFY 2020/2021. Other state funding also included in the Federal Transportation Improvement Program (FTIP) include the Active Transportation Program (ATP). See complete project list attached.*
- 20) **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.*

- 21) **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.

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

*Below are the projected annual revenues for FY 2019/2020. 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.*

<b>Agency</b>	<b>RMRA Amount FY 2019-2020</b>
Brawley	\$453,796
Calexico	\$681,911
Calipatria	\$127,530
El Centro	\$766,589
Holtville	\$107,602
Imperial	\$320,638
Westmorland	\$38,483
County of Imperial	\$7,501,204
<b>TOTAL</b>	<b>\$9,997,753*</b>

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

- 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	2020-2021	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](http://catc.ca.gov/programs/sb1/lpp/docs/062719+Amended_LPP%20Guidelines.pdf)

23) **Partnerships with IVEDC:**

- a) **Southern Border Broadband Consortium (SBBC):** *For FY 2020/2021. SBBC continues to work with local stakeholders to identify, prioritize and advance broadband infrastructure and improvement projects; facilitate and promote broadband education community wide using survey data; work with the Boys and Girls Club of IV and the Workforce Development Board to create Digital Literacy Centers throughout Imperial County; and develop a preferred scenario for 98% deployment in Imperial County and present to the California Advanced Service Fund and the CPUC in 2020. Recent updates to SBBC’s role in the region include a partnership with local healthcare organizations including ECRMC, Pioneers Hospital and Alliance Healthcare to identify telemedicine broadband needs and funding opportunities in Imperial County; working with the California Emerging Technology Fund and the Inland Empire Regional Broadband Consortium as part of a SCAG project to identify transportation broadband strategies to reduce VMT and greenhouse emissions; and working with local internet services providers including AT&T to assist successful applications for funding opportunities with the CPUC in locations such as north County, central Imperial and the Imperial Business Park by end of July 2020.*

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.

- (1) ***The Finnell Property*** has 3 parcels. It received DTSC approval on March 8, 2019. Phase 1 and Phase 2 reports have been finalized and 3 underground storage tanks have been excavated and disposed of no further action is required.
- (2) ***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 action is required.
- (3) ***The Lesicka Property*** has 2 parcels. It received DTSC approval on August 29, 2019 and Phase 1 and Phase 2 reports have been finalized and no further action is required.
- (4) ***The Dek Property*** has 1 parcel. It received DTSC approval on April 22, 2020. Phase 1 was improperly completed by a previous engineering firm. 95% of the re-development was completed when the contractor discovered concerning amounts of underground contamination on site. We stepped in and completed a phase 2 and we are currently assessing the situation while collecting additional soil samples and pending laboratory results.
- (5) ***The Pioneers Property*** has 3 parcels. It received DTSC approval on May 11, 2020. Phase 1's were completed on all parcels. 1 parcel which is the site of a former Chevron station closed on 1975 will require a phase 2. The Field Sampling Plan was approved and is underway.

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:**

- August 3, 2020 – IVT FY 2019/2020 4<sup>th</sup> Quarter Review Meeting (attended by staff)
- August 7, 2020 – SANDAG Borders Committee Virtual Meeting
- August 12, 2020 – Border Master Plan Virtual Meeting
- August 13, 2020 – Imperial Mexicali Binational Alliance Virtual Meeting
- August 14, 2020 – Pre-Bid Meeting for the Coordinated Plan RFP (attended by staff)
- August 20, 2020 – Pre-Bid Meeting for the IVT Maintenance Audit RFP (attended by staff)
- August 27, 2020 – ICTC TAC Virtual Meeting
- August 28, 2020 – SCAG Executive Board/Imperial County Region Virtual Tour



# FY2020/2021 Project List

Updated 9/3/2020

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 2020/2021								
Agency	Project ID	Project Name	Funding Type	Phase	Federal Amount in FY 2020/21	Local Match	Total Phase Cost	Status
Brawley	IMP190701	Pedestrian and street improvements (paving of dirt road) on Legion Street between State Route 86 and Western Avenue	CMAQ	CON	\$797,000	\$103,000	\$900,000	RFA Submittal
Brawley	IMP190702	Construct street improvements (paving of dirt road) along Western Avenue from Legion Street to Wildcat Drive	CMAQ	Engineering/Plans, Specifications and Estimates (PS&E)				RFA Submittal
Brawley	IMP190708	Street improvements (repavement) along Legion Street from East of Kelley Ave. to West St. deflection point near West City limits	STBG	CON				RFA Submittal
Brawley	IMP190709	Street improvement (repavement) along K Street from Highway 86 to 8th St.	STBG	Engineering/Plans, Specifications and Estimates (PS&E)				RFA Submittal
Calexico	IMP191001	Weakley Street between Scaroni Blvd. and Portico Blvd. (unpaved street)	CMAQ	CON	\$291,000	\$40,000	\$331,000	Working on RFA
Calipatria	IMP190703	Date Street between HWY 111/Sorenson Ave. and Railroad Ave. pedestrian improvements	CMAQ & STBG	CON				Ready to submit RFA for CON
El Centro	IMP190704	Traffic Signal Synchronization Dogwood Avenue and 8th Street	CMAQ	CON	\$367,000	\$48,000	\$415,000	E-76/Council approval
El Centro	IMP190710	Imperial Avenue Extension Phase II	STBG	CON	\$700,000	\$91,000	\$791,000	
Holtville	IMP190705	Cedar Avenue Sidewalk Improvements	CMAQ	CON	\$193,000	\$25,000	\$218,000	RFA process going to Council for approval
Holtville	IMP190706	9th Street Sidewalk Improvements from Beale Avenue to Oak Avenue	CMAQ	CON				RFA process
Holtville	IMP190711	Orchard Road from Alamo River Bridge to 4th Street	STBG	CON				RFA process
Imperial	IMP190707	Class I & Class II Bike Facility along the North side of Aten Blvd. from Dogwood Road to Puerto Vallarta Avenue.	CMAQ	CON				Already received state approval.
Imperial	IMP190712	LaBrucherie Rd. Widening from Aten Blvd to Treshill Rd.	STBG	CON	\$1,841,000	\$604,000	\$2,445,000	
County	IMP190713	Improvements on Main Street Such as widening of existing road t add bike lane, sidewalks, shoulder, curb and gutter from Highway 111 to Clark Road Improvements from	CMAQ	Engineering/Plans, Specifications and Estimates (PS&E)	\$107,000	\$14,000	\$121,000	
County	IMP190714	Wahl Road to 0.5 miles north of SR-98	STBG	CON				Request for Authorization packet to Caltrans
						<b>Regional Total FY2020/21</b>	<b>\$5,221,000</b>	



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

## Memorandum

**Date:** September 9<sup>th</sup>, 2020  
**To:** ICTC City Managers 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's City Managers meeting for the month of September 2020.

- 1. 2020 SCAG Sustainable Communities Program (SCP) Grant Program:** SCAG has approved the 2020 SCP grant guidelines. The FY 2020/2021 program will fund projects in the following areas that support and implement the policies and initiatives of the 2020 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS), Connect SoCal: Active Transportation & Safety; Housing and Sustainability; Smart Cities, Mobility Innovation & Transportation Demand Management; and Green Region. The first Call prioritizes Active Transportation & Safety projects, and the second Call prioritizes efforts to increase housing production. More details and guidelines for subsequent supplemental Calls will be released as they become available.

Staff will promptly issue a Call for Applications for the Active Transportation & Safety Supplement, subject to authorization of the SCP guidelines by the Regional Council on September 3, 2020. Active Transportation & Safety applications will be due to SCAG by 5 p.m. on November 13, 2020, and staff will conduct a workshop at least one month before this due date in order to answer questions and foster SCP program understanding. There are currently 2 workshops scheduled for October 7<sup>th</sup> and 21<sup>st</sup>, 2020. Approval of application rankings will be sought from the Regional Council in May 2021, and individual project initiation schedules will be developed promptly thereafter.

- 2. Connect SOCAL Approval:** The Regional Council of Southern California Association of Governments (SCAG) on Thursday formally adopted a 25-year plan to meet the mobility needs of one of the most robust population and economic centers in the United States.

The plan, Connect SoCal, had previously been approved for conformity purposes by the Federal Highway Administration (FHWA). With Thursday's action, the 2020-2045 Regional Transportation

Plan/Sustainable Communities Strategy provides a roadmap for sensible ways to expand transportation options,



improve air quality and bolster Southern California’s long-term economic viability. The press release is attached to the back up for this agenda for your reference.

**3. GO HUMAN CAMPAIGN RE-LAUNCHES In August!!** SCAG's Go Human program re-launched its advertising campaign with new messaging to encourage drivers to slow down and watch for people walking. Residents across the region saw ads on billboards, gas pump toppers, and social and digital platforms, reaching 280 million impressions. The advertising campaign is just one of many strategies to support safety across the region, which also include a Safe Driver Twitter chat that was held on August 27. SCAG has also developed a Safe Driver Pledge that asks individuals to practice safe driving practices that create safe streets for vulnerable users, particularly those who walk and bike.

**4. 2020 Local Early Action Planning Grant (LEAP) Program: The Local Early Action Planning (LEAP) grant program’s deadline has been extended to January 31, 2021! You still have time to apply!**  
**Jurisdictions who did not apply:** For cities and counties that were not able to meet the July 1, 2020 deadline, you still have more time! You now have until January 31, 2021, to apply for LEAP funding. Remember, LEAP funding is non-competitive, flexible funding to help cities and counties plan for housing in their communities.  
**Jurisdictions who did apply:** If you have already applied for the LEAP program, you can still make modifications and adjustments to your application. HCD can make adjustments to the application during the review process or even after awards. HCD has dedicated an individual to assist cities in Imperial County.

**Sample eligible projects include but are not limited to:**

- Rezoning and encouraging development through updating ordinances and plans
- Establishing Prohousing policies
- CEQA
- Updating housing elements
- Updating ordinances to comply with state housing laws (e.g. ADU ordinances)
- Developing specific plans and other plans focused on housing
- Implementing processes that streamline the application process for housing developments
- and much more!

For technical assistance such as help with brainstorming eligible activities, reviewing draft applications, adjusting existing applications, and answering questions, please contact me or [earlyactionplanning@hcd.ca.gov](mailto:earlyactionplanning@hcd.ca.gov).

**5. SCAG Aerial Imagery Project 2020 Update:** After numerous meetings to discuss the potential for SCAG to facilitate a new Aerial Imagery flyover project, the County of Imperial has agreed to facilitate a procurement process. This will allow for more funds to be applied to the project to support the procurement. SCAG has set aside \$250,000 for the project and will increase the support by \$50,000 for a total of \$300,000. It’s anticipated that once the procurement is completed there will be an

opportunity to develop a cost share model moving forward. The County of Imperial has worked to identify some areas of savings (resolutions and coverage areas) which should help to reduce participants share of the overall project cost.

## CONNECT SOCIAL UPDATE

On May 7, the Regional Council approved Connect SoCal (2020-2045 Regional Transportation Plan/Sustainable Communities Strategy) for federal transportation conformity purposes, certified the Connect SoCal program environmental impact report (PEIR), and delayed for up to 120 days approval of the plan for other purposes primarily due to the COVID-19 pandemic. As part of this action, the Regional Council directed SCAG staff to conduct outreach to jurisdictions to confirm general plan and entitlement information in the Connect SoCal growth forecast. Six jurisdictions requested revisions along these lines and SCAG confirmed those revisions in August. SCAG also shared an update with local city managers and county administrators on revisions to the Connect SoCal growth forecast and updated a broad group of stakeholders on COVID-19 related outreach in preparation for consideration of Connect SoCal for full adoption by the Regional Council at its meeting scheduled for September 3.

During the 120-day delay, SCAG staff further engaged with stakeholders to clarify the constraints of SCAG's Tier 2 transportation analysis zone (TAZ)-level growth forecast (used for Connect SoCal modeling purposes). As a result of these discussions, SCAG clarified the Connect SoCal Growth Forecast Guiding Principles as reflected in the September 3 meeting agendas for the joint meeting of the policy committees (JPC) and the Regional Council. The Connect SoCal staff report and resolution for consideration by the Regional Council elaborate on the non-binding, advisory nature of this dataset and clarify the limits of SCAG's authority with respect to the use of TAZ-level data.

The timely approval of Connect SoCal in its entirety will enable SCAG staff to proceed with the distribution of the draft Regional Housing Needs Assessment (RHNA) allocations to local jurisdictions and submit Connect SoCal to the California Air Resources Board for confirmation that the plan will meet per capita greenhouse gas (GHG) reductions targets if implemented, thereby ensuring the region's eligibility and competitiveness for roughly \$1.4 billion requested from state transportation funding programs. Approval of Connect SoCal will also enable staff to proceed with implementing activities designed to support pandemic recovery efforts as further outlined in the Connect SoCal Implementation Strategy, which has been provided to policy committee members and the Regional Council as a separate report in the September 3 meeting agendas. The final plan aims to address the prior May 7 direction of the Regional Council and secure full adoption of the plan in its entirety.

As part of the September 3 Connect SoCal staff report for consideration by the JPC and Regional Council, staff is also recommending adoption of an addendum to the Connect SoCal PEIR, which evaluates technical refinements for Connect SoCal and addresses two comment letters from the Center of Biological Diversity (CBD) received on May 1 and May 6, respectively, wherein the CBD requested expanded background information related to the PEIR environmental setting, environmental impacts, and consideration of other mitigation measures. While SCAG is not obligated to respond to late comments (as the public review period occurred from December 9, 2019 to January 24, 2020), in the interest of providing as much information to the public as possible, SCAG has addressed the CBD's comments and incorporated additional information in the Connect SoCal PEIR addendum.

For more updates on Connect SoCal, please visit [ConnectSoCal.org](https://ConnectSoCal.org).

## SCAG HOSTS TWO-DAY VIRTUAL WORKSHOP IN SUPPORT OF LOCAL HOUSING ELEMENT UPDATES

SCAG hosted a two-day virtual workshop—one session on August 20 and the other on August 27—that provided local governments and other stakeholders in the SCAG region with information and resources to support their 6th Cycle RHNA housing element updates. The workshop served as a stepping stone to begin the conversation, as well as emphasize SCAG's role as a resource for housing element updates supported in part by the Regional Early Action Planning (REAP) program. SCAG was joined by staff from both the California Department of Housing and Community Development (HCD) and the Governor's Office of Planning and Research (OPR) to present new legislation relating to housing element compliance and the safety elements and environmental justice components of general plan updates.

Speakers from HCD and SCAG provided an in-depth summary of the available and planned technical assistance for housing element updates. The workshop also featured information on determining accessory dwelling unit capacity and affordability, site inventory strategies, best practices, and lessons learned from veterans preparing past housing element updates. With over 300 attendees, many key stakeholders were engaged in the briefings of legislative and technical requirements of the housing element updates. Attendees included representatives of local government, consultants, housing advocates, and residents. Please visit the [SCAG website](#) for more information and resources.

## SCAG TO PARTNER WITH MSRC FOR LAST MILE FREIGHT PROJECT COMMERCIAL DEPLOYMENT

At the August 20 Mobile Source Air Pollution Reduction Review Committee (MSRC) Board meeting, the MSRC Board unanimously approved a statement of work contract proposed by SCAG for \$10 million in grant funds to implement Phase 1 of the Last Mile Freight Project Commercial Deployment. SCAG will partner with the MSRC, serving as the implementor of the Last Mile Freight Project Commercial Deployment through a sole-source contract. SCAG has developed a two-phased approach for the Last Mile Freight Project Commercial Deployment

- **Phase 1:** Establish a call-for-projects process, focusing on the procurement and commercial deployment of zero-emission (ZE) or near-zero emission (NZE) heavy- and/or medium-duty on-road trucks (can include ZE/NZE equipment and supporting infrastructure).
- **Phase 2:** Conduct robust outreach to expand Phase 1 projects and coordinate with both public and private sector stakeholders to deploy broader innovative technologies currently being demonstrated by leading last mile delivery companies, particularly in e-commerce use-cases.

The project's Phase 1 commercial deployment will align with Connect SoCal's key connections including accelerated electrification through ZE vehicles, equipment, and supporting infrastructure. The last mile component is a crucial and growing area of focus with the increasing purchase of goods by consumers through e-commerce, especially as e-commerce growth has accelerated from COVID-19-related impacts. As part of the initial step of this project, SCAG will develop and present the program guidelines for approval in the upcoming months.

## GO HUMAN CAMPAIGN RE-LAUNCHES

In August, SCAG's [Go Human](#) program re-launched its advertising campaign with new messaging to encourage drivers to slow down and watch for people walking. Residents across the region saw ads on billboards, gas pump toppers, and social and digital platforms, reaching 280 million impressions. The advertising campaign is just one of many strategies to support safety across the region, which also include a Safe Driver Twitter chat that was held on August 27. SCAG has also developed a [Safe Driver Pledge](#) that asks individuals to practice safe driving practices that create safe streets for vulnerable users, particularly those who walk and bike.

## 2020-2021 SUSTAINABLE COMMUNITIES PROGRAM FUNDING OPPORTUNITY TO LAUNCH IN SEPTEMBER

In early September, SCAG will launch the 2020-2021 Sustainable Communities Program funding opportunity to provide technical assistance and resources to local jurisdictions in support of local sustainability and active transportation planning efforts and the implementation of Connect SoCal. The first call for applications will focus on active transportation and safety projects with another three calls for projects to be announced in the future. To date, SCAG's grant programs in support of these efforts have surpassed \$43.4 million in total funding through the Compass Blueprint program (\$22 million), 2016 Sustainability Planning Grants Call for Proposals (\$12.8 million), and the 2018-2019 Sustainable Communities Program funding opportunity (\$8.6 million). Please visit the [2020-2021 Sustainable Communities Program page](#) for further details.

## GO HUMAN MINI-GRANT ACTIVITIES UNDERWAY

A total of 28 *Go Human* Safety Mini-Grant projects from across the SCAG region are now underway. Awarded projects span a wide range of activities that are centered on the mobility and transportation needs of those most impacted by COVID-19, including a storytelling radio series focusing on transit, virtual workshops for youth, free bike match and repair for essential workers and families, and co-creation of community resilience and safety resources, among many other creative and impactful projects. More than \$200,000 was awarded to community-based organizations across the region. Please visit the [SCAG Go Human blog](#) for more information about the Mini-Grants program and other upcoming projects and events.

## SCAG RELEASES PRE-CERTIFIED LOCAL HOUSING DATA TO HELP JURISDICTIONS WITH HOUSING ELEMENT UPDATES

In collaboration with HCD, SCAG has developed a housing needs data package for each local jurisdiction. This data will provide an important tool to save costs and time in updating housing elements for all local jurisdictions in the region. To comply with state housing law, jurisdictions within California must update their housing element every eight years. The data has been pre-certified by HCD to satisfy nearly all statutory requirements for quantification of a local jurisdiction's housing needs and are [available as complete reports as well as in raw format](#). SCAG is continuing to develop innovative methods of technical assistance to help local jurisdictions with their 6th Cycle RHNA housing element updates, including working with HCD to streamline the review process.

## SCAG PARTNERS WITH LOCAL COMMUNITY GROUP IN LONG BEACH ON IMPACT OF COVID-19 ON TRANSPORTATION FOR SENIORS AND OTHERS

On August 13, Long Beach Grey Panthers, in partnership with SCAG, hosted "Seniors Move," a virtual conversation about COVID-19's impact on transportation for seniors and other vulnerable populations in Long Beach. SCAG President Rex Richardson kicked off the panel with opening remarks and Myron Wollin, President of Long Beach Grey Panthers along with Long Beach Councilmember Mary Zendejas facilitated the conversation between panelists Mike Gold (Long Beach Transit), KeAndra Cylear Dodds (LA Metro), Mariham Iskander (LGBTQ Center Long Beach), and Dr. Dean Toji (CSU Long Beach). The panel discussed the unique vulnerabilities of the elderly community in Long Beach, with a focus on the LGBTQ community. Existing challenges in reaching and providing services to vulnerable members of the Long Beach community have been exacerbated by the COVID-19 pandemic, particularly due to barriers in disseminating critical information to transit users on service changes and safety for seniors. The conversation aired live on the Long Beach Grey Panthers Facebook page.

This event was the first in a series of engagements hosted by community-based organizations (CBO) examining the path to an equitable recovery of the transportation system, supported by SCAG's Mobility Innovation and Pricing project. This initiative aims to provide a forum for a shared learning experience with community members to better understand the travel patterns and needs of underrepresented communities throughout the region. Each of these events will be planned and hosted by CBOs to focus on the needs and lived experiences of their community members. Supporting the participation of underrepresented communities in the planning process can build the foundation for equitable implementation of future innovative transportation planning and programs, both through COVID-19 recovery and beyond.

## SCAG HOSTS WEBINAR ON RESETTING THE ECONOMIC DEVELOPMENT TABLE AFTER THE COVID-19 SLOWDOWN

On July 23, SCAG hosted a webinar with Kosmont Companies discussing the potential local financing implications of the COVID-19 pandemic for local governments. This session was attended by roughly 100 stakeholders from local jurisdictions and other groups and featured projections of transient occupancy tax and sales tax revenue, as well as information on funding and financing programs that can support accelerated revitalization of retail properties and hotel sites with a focus on retrofitting larger shopping center sites that experienced COVID-19 induced vacancies from tenants forced to close who will not likely reopen. The webinar is [available for viewing online](#).

## TOOLBOX TUESDAY TRAINING FOCUSES ON GREEN REGION INITIATIVE SUSTAINABILITY INDICATORS MAP

On July 21, SCAG hosted a Toolbox Tuesday webinar, “Measuring the Region’s Progress with the Green Region Initiative Sustainability Indicators Map,” which provided an overview of the map tool that will help jurisdictions within the SCAG region measure and track sustainability progress across 11 categories and 28 sustainability indicators. In addition, the training covered how the map tool can be used to apply for grants as well as track sustainability progress and best practices in Southern California. A recording of the webinar, as well as materials from the training session, are [available on the SCAG website](#).

## FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM UPDATES

Between July 10 and August 21, SCAG’s Federal Transportation Improvement Program (FTIP) team processed two Regular Amendments and two Administrative Modifications for our county transportation commissions in order to obligate federal funds prior to the end of the federal fiscal year. At the same time, staff processed 12 Federal Transit Administration (FTA) Grant Concurrences and assisted transit operators to obligate their FTA grants. Staff also issued the FY 2020, 3rd Quarter Section 5307 Balance Reports for the 6 urbanized areas: LA-Long Beach-Anaheim, Riverside-San Bernardino, Temecula, Santa Clarita, Lancaster–Palmdale and Murrieta–Temecula–Menifee. The FTIP is critical to the delivery of a wide variety of transportation projects across the region such as highway improvements, transit, rail and bus facilities, high occupancy vehicle (HOV) lanes, high occupancy toll (HOT) lanes, signal synchronization, intersection improvements, freeway ramps, non-motorized projects, and bicycle- and pedestrian-related improvements.

## SCAG TDM STRATEGIC PLAN RECEIVES NATIONAL AWARD

On August 5, SCAG received the Association for Commuter Transportation National Award for Excellence in Planning for its Transportation Demand Management (TDM) Strategic Plan. The TDM Strategic Plan was developed with the guidance of TDM experts at the local and regional levels from both public and private sectors. It identifies goals, objectives and performance measures to help shape TDM-related planning and policy, with a focus on improving air quality, public health, and quality of life through improved mobility, access to alternative modes, and information sharing. The exploration of existing conditions, international best practices, and the future of mobility helped establish recommendations for addressing the challenges in TDM implementation across the region. The TDM Strategic Plan is a critical component of Connect SoCal and SCAG is currently advancing several planning studies to implement priority recommendations. The final report is available on the SCAG website.

## SCAG HONORED WITH STATE-WIDE AWARD FOR PUBLIC OUTREACH ON CLIMATE CHANGE

The California Chapter of the American Planning Association selected SCAG as the 2020 Excellence Award Winner for Public Outreach for SCAG’s “Climate Talks” climate adaptation community outreach events. During these events, the public was invited to walk through an immersive Climate Talks pop-up box that depicted different communication strategies to help residents understand the impact and potential real-life consequences of climate change. This work is part of the Regional Climate Adaptation Framework, which is currently in development and will include tools for local governments and community-based organizations to address climate resiliency and reduce the harms from climate change-related hazards like wildfires, sea-level rise, extreme heat, and flood risks.

## SCAG STAFF RECEIVES ZEVE AWARD FROM STATE

In July, SCAG staff member, Joseph Cryer, was recognized by the Governor’s Office of Business Development (GO-Biz) with a ZEVE Award for his work supporting ZEV infrastructure. The ZEVE Award honors ZEV champions throughout the state for their leadership and dedication to improving the ZEV infrastructure approval process. Joseph is a co-lead of SCAG’s accelerated electrification strategy, one of the Key Connections defined in Connect SoCal for implementing the Plan and creating a more sustainable region. This fall, SCAG will kick off a study and public outreach campaign to help drive the growth of electric vehicle charging in the region.

## **SCAG LAPTOP REFRESH COMPLETED**

Despite extended teleworking conditions, SCAG's Information Technology (IT) department successfully completed an agency-wide laptop upgrade project, which included remote distribution, migration of data, and setup and support for all SCAG staff. The new laptops, approved in February 2020, replace outdated and unreliable hardware by providing staff with updated computing capabilities to support the agency's work.

## **GO HUMAN DEMONSTRATION PROJECT LEADS TO MAKEOVER OF SAN PABLO AVENUE IN PALM DESERT**

In May 2016, SCAG's *Go Human* campaign supported a two-week demonstration project in downtown Palm Desert called "Vision San Pablo," which provided residents with a preview of proposed changes to San Pablo Avenue and an opportunity to give feedback on the proposed changes and designs. In August of this year, after one year of construction, San Pablo Avenue in Palm Desert has been reconfigured with improved crosswalks, bike lanes, pocket parks, and landscaping, to complete Phase 1 of the makeover. Congratulations to Palm Desert on their efforts to go human!





**Date:** September 4, 2020  
**To:** ICTC Management Committee  
**From:** Gustavo Dallarda, Caltrans District 11, District Director  
**Re:** **District Director's Report**

---

The following is the California Department of Transportation, District II report for the Imperial County Transportation Commission (ICTC) Management Committee meeting of September 9, 2020:

1. **Project Updates:**

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

2. **Construction:**

I-8/Imperial Avenue Interchange

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.

Project construction signs were posted in late April with earth moving work beginning May 5 for two months behind concrete barriers. Caltrans issued a virtual groundbreaking media event June 10, 2020, with video clips from California State Transportation Agency (CalSTA) Secretary David S. Kim; Caltrans Director Toks Omishakin; District II Director Gustavo Dallarda, Imperial County Transportation Commission (ICTC)

Construction (continued):

Chairman George A. Nava, City of El Centro Mayor Efrain Silva and others to alert the community about the project and Stage 1 closures on July 6, 2020. The eastbound I-8/Imperial Avenue on- and off-ramps will be closed eight to ten months beginning July 6. The interchange will be fully closed one or two nights the week of July 20 for bridge demolition and removal.

Print ads were placed in the Imperial Valley Press, the Adelante Valle (Spanish), The Imperial Valley Review, the Holtville Tribune and the Desert Review along with Radio spots in KXO Radio and Power 98/98.3 (Spanish) between June 26 and July 5.

A mailer was sent to 4,000 El Centro residents the week of June 29 with closure and detour information.

Additional outreach to businesses in and near the construction zone will continue as needed to keep them informed about project details and impacts.

Informational materials are available at:

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

The project will be open to traffic in mid-2022, with plant establishment and close out work continuing through 2023.

*For new project level details, please contact Jose Ornelas, Imperial Valley Coordinator, [jose.ornelas@dot.ca.gov](mailto:jose.ornelas@dot.ca.gov) or by phone at 619-208-1104.*

SR-98 Widening Project

*In the City of Calexico, from Ollie to Rockwood, SR98 will be widened from four to six lanes. Due to delays in contract award it is now anticipated that construction will begin in April 2021.*

3. Traffic Operations:

SR-86/Customs & Border Protection Checkpoint Expansion

Caltrans recently received information that the project description and parameters are being further analyzed. A full project update will be provided as soon as it is available.



Traffic Operations (continued):

SR-86/Westmorland School Crossing Improvements

*Caltrans has recently completed the installation of signage and pavement treatments for the pedestrian crossing at the intersection of SR-86 and C Street in Westmorland.*



#### 4. Planning:

##### 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.

##### 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.

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

##### 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

## Planning (Continued):

*During the summer of 2020, the following items were accomplished:*

- Two stakeholder surveys
- Two workshops:
- Next steps:  
*Finalize Port of Entry profiles and existing conditions report, develop a draft report on innovative ideas which will be presented at the next Technical Working Group meeting scheduled for September 10, 2020.*

## 6. Upcoming Projects:

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

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

## 7. Local Assistance:

### Summer 2020 Deadline: Active Transportation Program (ATP) Cycle 5 Call for Projects:

The California Transportation Commission (CTC) call for ATP projects began March 25, 2020. The extended deadline was July 15, 2020, for “Quick-Build” ATP projects. September 15, 2020 is the new deadline for all other ATP project types.

The following link provides all available details, including the revised schedule.

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

*Although financing projects statewide, the ATP is oversubscribed and cannot meet all needs. This following link opens a list of additional programs that fund active transportation-related projects:*

<https://files.constantcontact.com/ca01ba7c601/abc996b7-fdc8-49ed-b9bc-1fdc2e918ca2.pdf>

### October 19, 2020 – Highway Safety Improvement Program (HSIP) Cycle 10 Call for Projects (update)

Caltrans Division of Local Assistance announced the local HSIP Cycle 10 Call-for-Projects on May 5, 2020. *The revised application deadline is October 19, 2020.*

Local Assistance (continued):

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>

*Resources and presentations from the recent Webinar are now posted through the following link.*

<http://www.localassistanceblog.com/2020/06/13/new-resources-hsip-cycle-10-webinar>

Federal Fiscal Year (FFY) 19/20 Requests for Authorization/Obligation Closed  
FFY 20/21 Obligations Due

Funding Requests for Authorization (RFA) for this federal fiscal year were due by January 31, 2020. *Please continue to transmit RFA submittals for October 2020 fund approval.*

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

Preparation Schedule for CTC Allocation Requests:

Please review the attached schedule of deadlines to send allocation request packages for CTC approval during the October 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. October 2, 2020 is the next deadline (for the December 2-3, 2020 CTC meeting).

Per the Interim Timely Use of Funds Policy, which was 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 was 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, any agencies that need extensions past the December deadline must submit new time extension requests for consideration at the December 2020 CTC meetings.

*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. There is no additional action required by Local Agencies for this extension.*

Local Assistance (continued):

*Further details are in a list of “Frequently Asked Questions” available 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>

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).

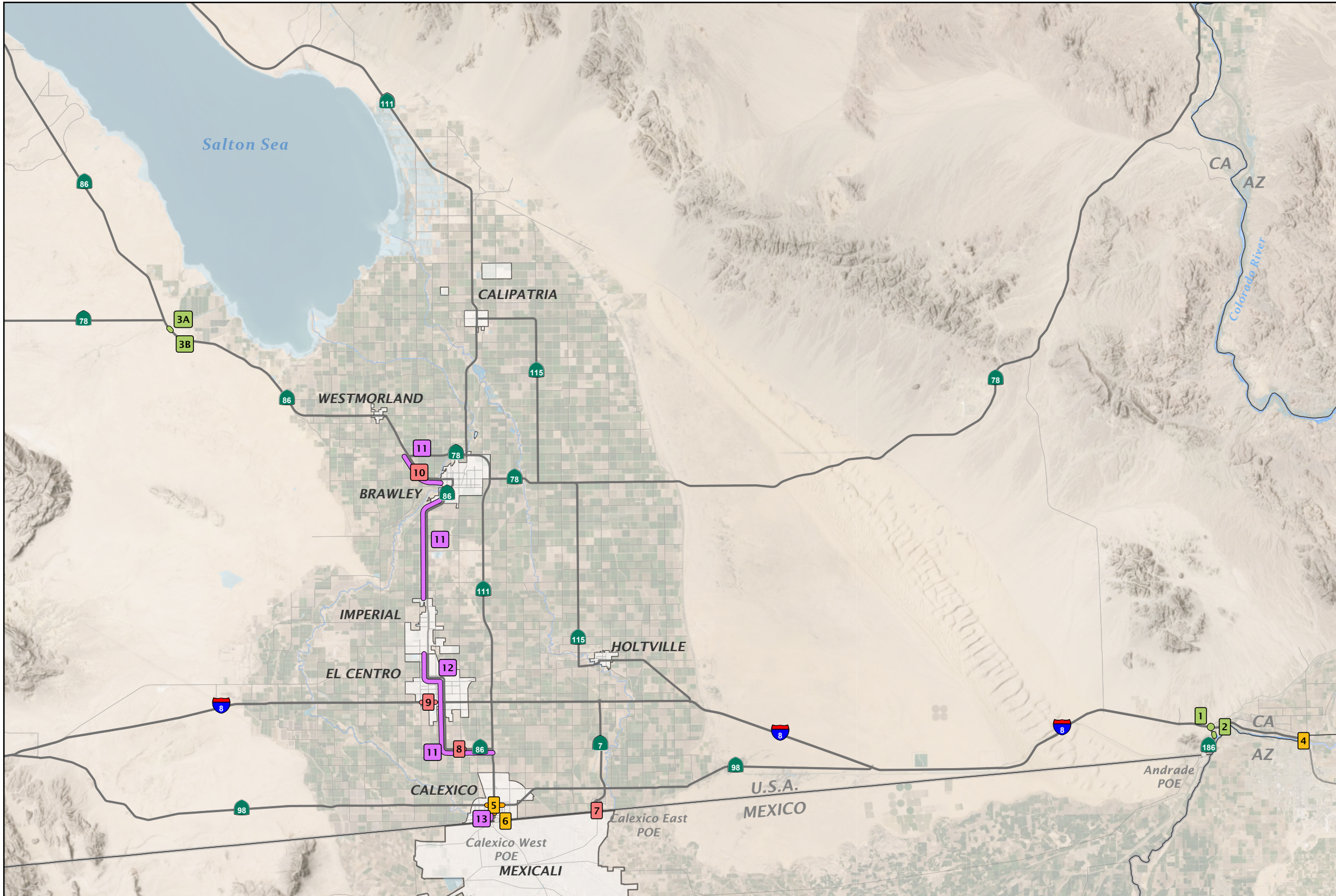
The requirements include providing and maintaining the following, as detailed in LAPM Section 9.2: Title VI Nondiscrimination Statement, Assurances (as part of the Master Agreement and Program Supplement Agreement), Designation of a Title VI Coordinator, Complaint Procedures, Data Collection, Training, 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\*  
Complete Nov 2021
2. SR-186 All-American Canal Bridge  
Complete Mar 2023
- 3A. SR-86 USBP Checkpoint Canopy\*  
Complete Dec 2020

## DESIGN

- 3B. SR-86 USBP Checkpoint Canopy\*  
Complete July 2021
4. I-8 Colorado River Viaduct  
Complete April 2021
5. SR-98 Widening Phase 1C Ollie Ave to Rockwood Ave  
Complete Feb 2020; Begin Construction Spring 2021
6. SR-111 Pavement Rehabilitation, Border to SR-98  
Complete Nov 2020

## CONSTRUCTION

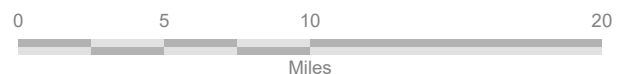
7. Calexico East POE Bridge Widening  
Design/Build Begin Mar 2021; Complete June 2023
8. SR-86/Dogwood Road Intersection Improvements County Permit\*  
Complete Oct 2022
9. I-8/Imperial Ave Interchange Improvements  
Open to Traffic May 2022; Complete May 2023
10. SR-86 Tamarack Bridge Erosion Damage Repair  
Complete September 2020

## RELINQUISHMENT

11. SR-86 Relinquishment to County of Imperial  
Date Estimate 2026
12. SR-86 Relinquishment to City of El Centro  
Date Estimate 2026
13. SR-111 Relinquishment from 2nd St to SR-98 to City of Calexico  
Date Estimate 2022

\* 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

50: 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: 09/03/2020





**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 <del>Off System</del> Funds Requests, Program Amendments, and Time Extensions to Caltrans Districts	District Submits <del>Off System</del> and <del>On System</del> Requests to HQ Divisions	HQ Divisions Submit <del>Final Off System</del> and <del>On System</del> 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
<del>Jan 29-30 Sacramento Area</del>	<del>Mon, Dec 2, 19</del>	<del>Mon, Dec 9, 19</del>	<del>Fri, Dec 13, '19</del>	<del>Fri, Dec 20, '19</del>	<del>Tue, Dec 24, '19</del>
<del>Mar 25-26 Santa Barbara</del>	<del>Mon, Jan 27, 20</del>	<del>Mon, Feb 3, 20</del>	<del>Mon, Feb 10, '20</del>	<del>Wed, Feb 19, '20</del>	<del>Thu, Feb 20, '20</del>
<del>May 13-14 San Diego</del>	<del>Mon, Mar 16, 20</del>	<del>Mon, Mar 23, 20</del>	<del>Mon, Mar 30, '20</del>	<del>Wed, Apr 8, '20</del>	<del>Thu, Apr 9, '20</del>
<del>June 24-25 Sacramento Area</del>	<del>Mon, Apr 27, 20</del>	<del>Mon, May 4, 20</del>	<del>Mon, May 11, '20</del>	<del>Wed, May 20, '20</del>	<del>Thu, May 21, '20</del>
<del>Aug 12-13 Oakland</del>	<del>Mon, Jun 15, 20</del>	<del>Mon, Jun 22, 20</del>	<del>Mon, Jun 29, '20</del>	<del>Wed, Jul 8, '20</del>	<del>Thu, Jul 9, '20</del>
<del>Oct 14-15 Central Valley</del>	<del>Mon, Aug 17, 20</del>	<del>Mon, Aug 24, 20</del>	<del>Mon, Aug 31, '20</del>	<del>Wed, Sep 9, '20</del>	<del>Thu, Sep 10, '20</del>
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

# Tax Incremental Finance Districts & Transportation Reinvestment Zones

Learn how Value Capture Strategies can help your state and local authorities meet infrastructure investment needs.



Source: USDOT/Getty

FHWA's Value Capture Implementation Team, in partnership with local experts, will conduct a virtual peer exchange on **Thursday, September 24, 2020 from 1:00–3:00 p.m. ET.**



Implements new and innovative funding strategies to help pay urban, suburban, and rural public roads as well as spur economic development redevelopment.



Utilizes economic development tools to attract new or existing businesses to your community.



Helps local governments in protecting local tax base and create jobs.

Lacking funding, communities across the nation are ill-prepared to meet the crisis of infrastructure investment brought about by deteriorating infrastructure, rapid growth, urbanization, climate change, and many other emergencies. Learn how States and local agencies can pay for investments in transportation infrastructure and other improvements by capturing the future increase in property tax revenues generated from new development and economic activities.

Value Capture strategies can be a reliable and sustainable transportation gap funding tool. These strategies also help local governments achieve a variety of economic development goals, including job creation, growth in property values, and protection of the local tax base.







# R.O.U.T.E.S. RURAL OPPORTUNITIES TO USE TRANSPORTATION FOR ECONOMIC SUCCESS

## WHAT IS R.O.U.T.E.S.?

The Rural Opportunities to Use Transportation for Economic Success (R.O.U.T.E.S.) Initiative will address disparities in rural transportation infrastructure in order to tangibly improve safety and economic competitiveness in all parts of the country.

## WHY IS R.O.U.T.E.S. NEEDED?

Rural transportation networks are critically important for domestic uses and export of agriculture, mining, and energy commodities, as well as the quality of life for all Americans.

Yet rural networks face unique challenges in safety, infrastructure condition, and usage:

- 19% of the nation's population lives in rural areas but 46% of the nation's highway fatalities occur on rural roads
- 44% of rural vehicle miles are generated by urban residents traveling to destinations outside their home metro areas
- Nearly half of all truck vehicle-miles-traveled (VMT) occur on rural roads and two-thirds of rail freight originates in rural areas
- 39% of all highway-rail crossing fatalities occur in rural areas, and the highway fatality rate is more than twice that in urban areas
- 80% of America's poor-condition bridges are in rural areas

DOT has been working to address these needs with efforts such as the new TIFIA credit program's Rural Project Initiative. DOT plans to review other programs and improve data-driven consideration of rural infrastructure that can address national transportation priorities such as safety, economic competitiveness, and quality of life.



47% of truck VMT  
occurs in rural areas

### Contact Us

For more information, please visit  
[www.transportation.gov/rural](http://www.transportation.gov/rural)

or send us an email at  
[rural@dot.gov](mailto:rural@dot.gov)



# R.O.U.T.E.S. RURAL OPPORTUNITIES TO USE TRANSPORTATION FOR ECONOMIC SUCCESS

## Contact Us

For more information, please visit  
[www.transportation.gov/rural](http://www.transportation.gov/rural)

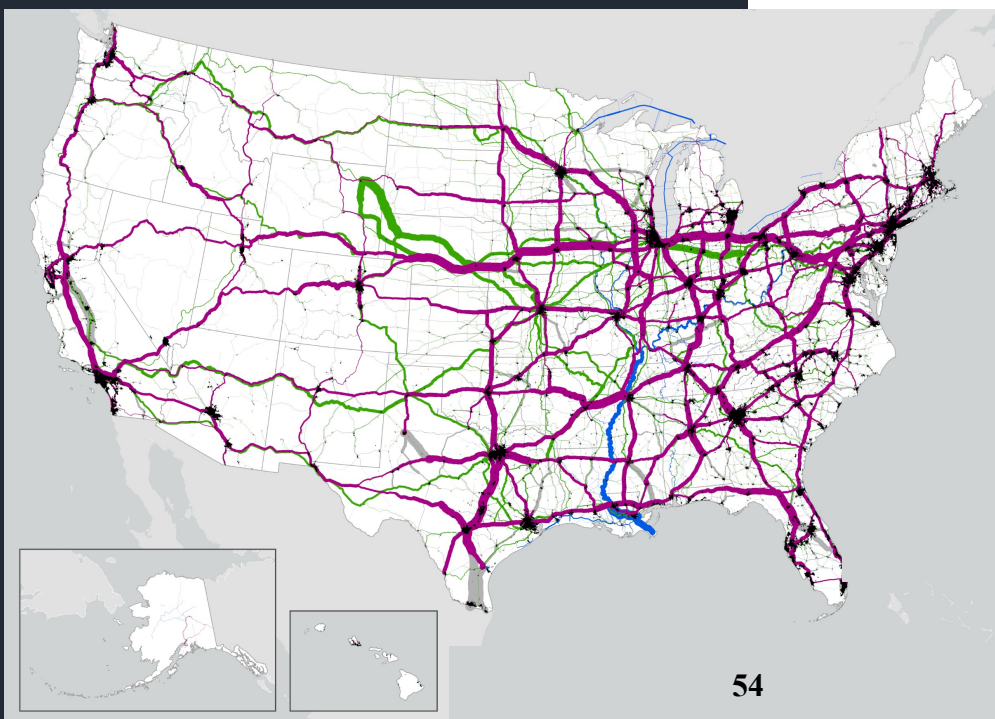
or send us an email at  
[rural@dot.gov](mailto:rural@dot.gov)

## WHAT WILL R.O.U.T.E.S. DO?

R.O.U.T.E.S. will embark on three activities:

- 1 Collecting input from stakeholders on the benefits rural projects offer for safety and economic outcomes, as well as the type and degree of assistance rural projects require
- 2 Providing user-friendly information to rural communities to enhance understanding about DOT's infrastructure grant options
- 3 Improving DOT's data-driven approaches to better assess needs and benefits of rural transportation infrastructure projects

The effort will be led by an internal DOT multimodal council that will ensure DOT's rural efforts are coordinated across its modal administrations.



### Volume of freight (millions of tons per year)

250 100 50

- Interstate highway
- Non-interstate highway
- Railway
- Inland waterway
- Rural areas
- Urban areas

# **VI. INFORMATION CALENDAR**

## **A. IVRMA PROGRAM REPORT**

## **B. LTA 2012 REFUNDING OPPORTUNITY UPDATE**

# IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY

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



## AGENDA REPORT

**TO:** IVRMA Board Members and City / County Managers  
**FROM:** Daveline Villaseñor, Project Manager  
**SUBJECT:** IVRMA Board Meeting  
**MEETING DATE:** September 22, 2020

### STAFF REPORT

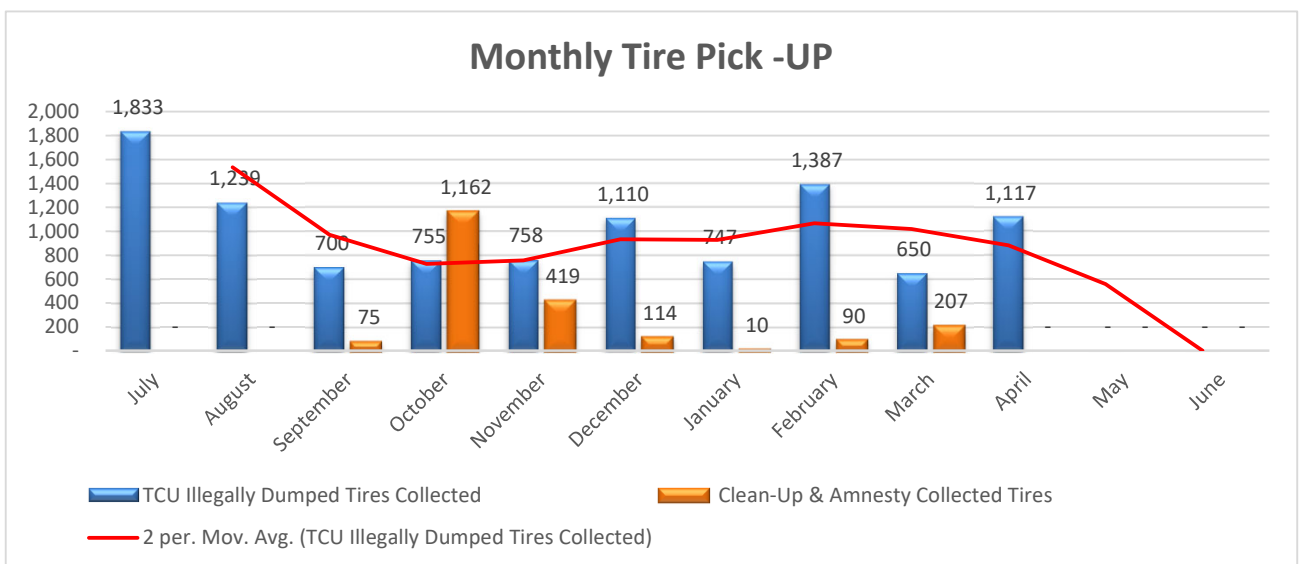
1. EAR Report 2019: The 2019 EAR due date has been extended. The new due date is now Monday, October 12, 2020.
2. TCU17 Grant: TCU 17 has set a cut off date of September 10, 2020 for expenditure. Final Report and last Payment Request is due on September 28, 2020.
3. TCU 18 Awards: Due to COVID-19 IVRMA has not yet received the Notice to Proceed to begin expenditures for this grant.
4. IVRMA TACT: On August 27, 2020 IVRMA attended ICTC TACT meeting to established a designated Technical Advisory Committee through IVRMA to provide direction and outreach for each city on the State Recycling Mandates and upcoming deadlines and requirements.
5. City Clean-Events: City of Calipatria will be hosting a clean-up event on September 19, 2020.
6. HHW Summary Collection FY 2019-2020: Attached is the Total Summary Report of all Collected Hazardous Waste through IVRMA for the FY 2019-2020.

Month	TCU Illegally Dumped Tires Collected	Clean-Up & Amnesty Collected Tires	City Clean-Up Events Collected E-Waste	Lamptracker (ea)	Stericycle HHW Disposal (lbs)	SES E-Waste (Tons)	Oil (gallons)	Oil Filters (number)
<b>Total FY 19-20</b>	10,296	2,077	36,240	2,436	1,800	55.76	3,728	-

IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY  
COLLECTION DATA SUMMARY 2019-20

Month	TCU Illegally Dumped Tires Collected	Clean-Up & Amnesty Collected Tires	City Clean-Up Events Collected E-Waste	Lamptracker (ea)	Stericycle HHW Disposal (lbs)	SES E-Waste (Tons)	Oil (gallons)	Oil Filters (number)
July	1,833	-		2,316		14.165		
August	1,239	-				12.94	629	
September	700	75	1,820			25.89		
October	755	1,162	26,680	120				
November	758	419	2,840			14.53	719	
December	1,110	114					850	
January	747	10	220		1,800	28.32	761	
February	1,387	90	860				769	
March	650	207	3,820					
April	1,117	-	-			15.69		
May	-	-	-					
June	-	-	-					
<b>Total</b>	<b>10,296</b>	<b>2,077</b>	<b>36,240</b>	<b>2,436</b>	<b>1,800</b>	<b>55.762</b>	<b>3,728</b>	<b>-</b>

**Note:** No Clean-Up events schedule for the month of Dec.



IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY  
COLLECTION DATA SUMMARY 2019-20

WM Lampt  
tracker pick  
up dates  
scheduled

EFR

SES

Jul-19

**IVRMA will be participating in the**

**2020 City of Calipatria Cleanup  
525 S Sorenson (Public Works Yard)**



**Saturday, September 19  
8AM to 12 PM (Noon)**

**Imperial Valley Residents –**

**Free Collection:  
Passenger and Light Truck Tires  
(Rims Accepted)**

**NO TIRES FROM TIRE BUSINESSES!!!!**

**No more than 9 tires without a Written Exemption from  
Environmental Health ---10 to 20 tires with a Written Exemption  
(Local Environmental Agency 442-265-1888)**

**Must Show proof of residency (Utility bill or Driver's License)**

**FREE COLLECTION OF Computers-Monitors-TVs**



**For more information call 760-337-4537 or 1-877-RECYCLE (1-877-732-9253)**


**[www.ivrma.org](http://www.ivrma.org)**



**Imperial Valley Resource Management Agency**



©2015 by the California Department of Resources Recycling and Recovery (CalRecycle). All rights reserved. This publication, or parts thereof, may not be reproduced without permission from CalRecycle."

Funded by Grant from Cal Recycle 

Tires generated from agricultural operations and small businesses that do not change tires on customer vehicles are eligible for collection at amnesty events. Manifest will be provided. Printed on Recycled Paper 

# VII. ACTION CALENDAR

## VII. ACTION CALENDAR

### A. IVRMA FY 2020-21 BUDGET, AMENDMENT #1





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

September 4, 2020

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

SUBJECT: IVRMA FY 2020-2021 Budget, Amendment #1

Dear Management Committee:

At the IVRMA board meeting on June 24, 2020, the IVRMA FY 2020-21 budget was approved for a total of \$298,847.00. On July 22, 2020, the IVRMA Board took action to modify the population formula used for local agency dues for FY 2020-2021 and subsequent years beyond. For FY 2020-2021, the new formula and modification less the prison inmate population is to only affect the City of Calipatria and the County of Imperial dues for FY 2020-2021, with no additional increase to the remaining agencies fees.

The modification reduced the total member agency dues by \$9,158.00 and the overall budget revenues to \$289,689.10. The expenditures designated for Professional and Special Services Wages were reduced from \$156,503.00 to \$147,345.00.

Revenues

Revenues will be decreased by \$9,158.00 from membership fees

Expenditures

There will be a reduction of the Professional and Special Services wages from \$156,503 to \$147,345

The attachment illustrates the requested Budget Amendment.

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

1. Approve the FY 2020-2021 IVRMA Budget, Amendment #1

Sincerely,

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

MARK BAZA  
Executive Director

MB/dv/cl

IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY  
MEMBERSHIP  
ALLOCATIONS FY 2020-2021 **AMENDED**

\$ 294,847

CITY OF BRAWLEY			100%
	27,229		
	188,821		
	0.144205359		
		9,213.97	
0.10815402		<u>31,888.89</u>	
		41,102.86	
Membership Fees			44,736.64 <b>41,102.86</b>

CITY OF CALEXICO			
	41,032		
	188,821		
	0.217306338		
		9,213.97	
0.16297975		<u>48,054.09</u>	
		57,268.06	
Membership Fees			63,589.21      57,268.06

CITY OF CALIPATRIA			
	7,141		
	188,821		
	0.037818887		
		9,213.97	
0.02836417		<u>8,363.09</u>	
		17,577.06	
Membership Fees			19,293.72      17,577.06

CITY OF EL CENTRO			
	45,774		
	188,821		
	0.24242007		
		9,213.97	
0.18181505		<u>53,607.62</u>	
		62,821.59	
Membership Fees			68,727.02      62,821.59

IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY

MEMBERSHIP

ALLOCATIONS FY 2020-2021 **AMENDED**

CITY OF HOLTVILLE		100%
	6,366	
	188,821	
	0.03371447	
	9,213.97	
0.02528585	<u>7,455.46</u>	
	16,669.43	
Membership Fees		18,656.89 16,669.43

CITY OF IMPERIAL		
	19,364	
	188,821	
	0.102552153	
	9,213.97	
0.07691411	<u>22,677.90</u>	
	31,891.86	
Membership Fees		35,338.90 31,891.86

CITY OF WESTMORLAND		
	2,356	
	188,821	
	0.012477426	
	9,213.97	
0.00935807	<u>2,759.20</u>	
	11,973.17	
Membership Fees		13,179.10 11,973.17

COUNTY OF IMPERIAL		
	39,559	
	188,821	
	0.209505299	
	9,213.97	
0.15712897	<u>46,329.01</u>	
	55,542.98	
Membership Fees		58,305.52 55,542.98

<b>TOTAL FEES</b>		<b>\$ 294,847.00</b>
		100%

IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY  
MEMBERSHIP  
ALLOCATIONS FY 2020-2021 **AMENDED**

\$ 289,689

CITY OF BRAWLEY		100%
	27,229	
	180,378	
	0.150955216	
	9,213.97	
0.11321641	<u>33,381.52</u>	
	42,595.49	
Membership Fees		41,660.47

CITY OF CALEXICO		
	41,032	
	180,378	
	0.227477852	
	9,213.97	
0.17060839	<u>50,303.37</u>	
	59,517.34	
Membership Fees		58,044.98

CITY OF CALIPATRIA		
	7,141	
	180,378	
	0.039589085	
	9,213.97	
0.02969181	<u>8,754.54</u>	
	13,676.36	
Membership Fees		13,676.36

CITY OF EL CENTRO		
	45,774	
	180,378	
	0.253767089	
	9,213.97	
0.19032532	<u>56,116.85</u>	
	65,330.82	
Membership Fees		63,673.85

IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY

MEMBERSHIP

ALLOCATIONS FY 2020-2021 **AMENDED**

CITY OF HOLTVILLE		100%
	6,366	
	180,378	
	0.035292552	
	9,213.97	
0.02646941	<u>7,804.43</u>	
	17,018.40	
Membership Fees		16,895.57

CITY OF IMPERIAL		
	19,364	
	180,378	
	0.107352338	
	9,213.97	
0.08051425	<u>23,739.39</u>	
	32,953.35	
Membership Fees		32,324.52

CITY OF WESTMORLAND		
	2,356	
	180,378	
	0.01306146	
	9,213.97	
0.00979609	<u>2,888.35</u>	
	12,102.32	
Membership Fees		12,135.60

COUNTY OF IMPERIAL		
	35,331	
	180,378	
	0.195872002	
	9,213.97	
0.146904	<u>43,314.20</u>	
	51,277.75	
Membership Fees		51,277.75

<b>TOTAL FEES</b>	\$	<b>298,847.00</b>	\$	<b>289,689.10</b>
Less Inmate Population	\$	9,157.90		100%

# VII. ACTION CALENDAR

## VII. ACTION CALENDAR

### B. COORDINATED PUBLIC TRANSIT— HUMAN SERVICES TRANSPORTATION UPDATE—AWARD RECOMMENDATION



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

September 4, 2020

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

**SUBJECT: Coordinated Public Transit – Human Services Transportation Plan Update – Award Recommendation**

Dear Committee Members:

In accordance with the provisions of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), recipients under the Federal Transit Administration (FTA) Sections 5310 amongst other federal programs. Public transit agencies must comply with all federal coordinated planning requirements to be eligible for available funds. The reauthorization stipulates that projects selected for funding under these specified programs must be derived from a locally coordinated, public transit-human services transportation plan (Coordinated Plan).

The update to the Coordinated Plan will include a reassessment of all available public and private transportation services in Imperial County, a reassessment of public and social services transportation needs, development of strategies and/or activities to address gaps in service, identification of coordination actions to eliminate or reduce duplication in services where they exist, and a prioritization of implementation strategies.

ICTC staff recently completed a competitive bid via a Request for Proposals (RFP) process to acquire the services of a qualified consulting team to complete the Coordinated Public Transit – Human Services Transportation Plan Update. The RFP was circulated to various professional service firms who have experience completing similar work for other agencies.

A total of one (1) consultant submitted a response to ICTC's RFP. The consultant that submitted a response was Moore and Associates. As a result of only having one submittal, ICTC conducted a review of the consultant's response and deemed it responsive. Amongst the items reviewed to determine responsiveness, ICTC staff reviewed technical experience, proposed methodology and approach to work; project team and staff qualifications; price and a comparison to available budget; and completeness of response and references.

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

<u>NAME</u>	<u>RANKING</u>	<u>PRICE</u>	<u>Cost/Hour</u>
Moore and Associates	1	\$74,293.46	\$92.94

Moore and Associates has experience working with ICTC on previous projects, as the firm recently completed ICTC's TDA Triennial Performance Audit. Moore and Associates will be utilizing its Valencia office. Moore and Associates will utilize the services of a DBE located in the San Diego area to assist with Bilingual services.

A budget of \$75,000 was identified and approved in the ICTC FY 2020-21 OWP and budget (7416001-525010).

The original procurement documents; RFP and consultant response proposals; and, all contract exhibits referenced in the contract document are available for review at the ICTC administrative offices by request.

It is requested that Management Committee recommend that the Commission review and approve after public comment, if any:

1. Approve the award of the Agreement for the Coordinated Public Transit – Human Services Transportation Plan Update to *Moore and Associates* in the amount of \$74,293.46.
2. Authorize the Chairperson to sign the agreement.

Sincerely,



MARK BAZA  
Executive Director

MB/da/cl

Attachment



1 **AGREEMENT FOR SERVICES**

2  
3 THIS AGREEMENT FOR SERVICES (“Agreement”), made and entered into this \_\_\_\_\_ day  
4 of \_\_\_\_\_, 2020, is by and between the **IMPERIAL COUNTY TRANSPORTATION**  
5 **COMMISSION** (“ICTC”) and [business name] [business type] (“CONSULTANT”) (individually,  
6 “Party;” collectively, “Parties”).

7 **WITNESSETH**

8 **WHEREAS**, ICTC desires to retain a qualified individual, firm or business entity to provide  
9 professional services for [specify services] (“the Project”); and

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

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

14 1. **DEFINITIONS.**

15 1.1. “RFP” shall mean ICTC’s request for proposals entitled “Imperial County Transportation  
16 Commission (ICTC) [name of RFP]” dated [date]. The RFP is attached as **Exhibit “A”** and incorporated  
17 herein by this reference.

18 1.2. “Proposal” shall mean CONSULTANT’s proposal entitled “Proposal to Provide: [name of  
19 proposal]” dated [date]. The Proposal is attached as **Exhibit “B”** and incorporated herein by this reference.

20 2. **CONTRACT COORDINATION.**

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

26 ///

27 ///

28 ///

1 3. DESCRIPTION OF WORK.

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

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

7 4. WORK TO BE PERFORMED BY CONSULTANT.

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

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

12 4.3. CONSULTANT shall:

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

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

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

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

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

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

8 5. REPRESENTATIONS BY CONSULTANT.

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

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

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

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

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

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

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

1 6. COMPENSATION.

2 The total compensation payable under this Agreement shall not exceed [ ] dollars (\$[ ]) unless  
3 otherwise previously agreed to by ICTC.

4 7. PAYMENT.

5 CONSULTANT will bill ICTC on a time and material basis upon completion of the project or as set  
6 forth in the cost schedule attached hereto as **Exhibit "C"**. ICTC shall pay CONSULTANT for completed  
7 and approved services upon presentation of its itemized billing. Notwithstanding the foregoing, ICTC shall  
8 retain 10% of the total compensation until the work to be performed has been completed in accordance with  
9 this Agreement, as determined by ICTC, and payment in full of all subcontractors of CONSULTANT.

10 8. METHOD OF PAYMENT.

11 8.1 CONSULTANT shall at any time prior to the 15th day of any month, submit to ICTC a  
12 written claim for compensation for services performed. The claim shall be in a format approved by ICTC.  
13 CONSULTANT may expect to receive payment within a reasonable time thereafter and in any event in the  
14 normal course of business within thirty (30) days after the claim is submitted.

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

16 9.1. This Agreement shall commence on the date first written above and shall remain in effect  
17 through completion of the Project unless otherwise terminated as provided herein.

18 9.2. Program scheduling shall be as described in Exhibit "A" unless revisions to Exhibit "A" are  
19 approved by both ICTC and CONSULTANT's Contract Manager. Time extensions may be allowed for  
20 delays caused by ICTC, other governmental agencies, or factors not directly brought about by the  
21 negligence or lack of due care on the part of CONSULTANT.

22 10. SUSPENSION OF AGREEMENT.

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

27 11. SUSPENSION AND/OR TERMINATION.

28 11.1. ICTC retains the right to terminate this Agreement for any reason by notifying

1 CONSULTANT in writing seven (7) days prior to termination and by paying the compensation due and  
2 payable to the date of termination; provided, however, if this Agreement is terminated for fault of  
3 CONSULTANT, ICTC shall be obligated to compensate CONSULTANT only for that portion of  
4 CONSULTANT's services which have been performed in accordance with the terms and conditions of this  
5 Agreement. Said compensation is to be arrived at by mutual agreement between ICTC and  
6 CONSULTANT; should the Parties fail to agree on said compensation, an independent arbitrator shall be  
7 appointed and the decision of the arbitrator shall be binding upon the Parties.

8 11.2. Upon such termination, CONSULTANT shall immediately turn over to ICTC any and all  
9 copies of videotapes, studies, sketches, drawings, computations and other data, whether or not completed,  
10 prepared by CONSULTANT in connection with this Agreement. Such materials shall become the  
11 permanent property of ICTC.

12 12. INSPECTION.

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

18 13. OWNERSHIP OF MATERIALS.

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

22 14. INTEREST OF CONSULTANT.

23 14.1. CONSULTANT covenants that it presently has no interest, and shall not acquire any  
24 interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the  
25 performance of the services hereunder.

26 14.2. CONSULTANT covenants that, in the performance of this Agreement, no sub-contractor or  
27 person having such an interest shall be employed.

1           14.3. CONSULTANT certifies that no one who has or will have any financial interest pursuant to  
2 this Agreement is an officer or employee of ICTC.

3 15. INDEMNIFICATION.

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

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

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

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

1 16. INDEPENDENT CONTRACTOR.

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

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

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

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

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

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

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

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

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

1 17. INSURANCE.

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

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

14 \$2,000,000 per occurrence for bodily injury and property damage

15 \$1,000,000 per occurrence for personal and advertising injury

16 \$4,000,000 aggregate for products and completed operations

17 \$4,000,000 general aggregate

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

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

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

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



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

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

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

22 The General Liability and Automobile Liability insurance policies shall be written on an  
23 occurrence form. The General Liability (including ongoing operations and completed operations) and  
24 Automobile Liability insurance policies shall name ICTC, its members, board members, officers,  
25 officials, employees and agents as an additional insured. All such policies of insurance shall be  
26 endorsed so Consultant’s insurance shall be primary and no contribution shall be required of ICTC, its  
27 members, board members, officers, officials, employees, agents or volunteers. The coverage(s) shall  
28 contain no special limitations on the scope of protection afforded to ICTC, its members, board members,

1 officers, officials, employees and agents. The Workers' Compensation insurance policy shall contain a  
2 waiver of subrogation as to ICTC, its members, board members, officers, employees, agents and  
3 volunteers. Should Consultant maintain insurance with broader coverage and/or limits of liability  
4 greater than those shown above, ICTC requires and shall be entitled to the broader coverage and/or the  
5 higher limits of liability maintained by Consultant. Any available insurance proceeds in excess of the  
6 specified minimum limits of insurance and coverage shall be available to ICTC.

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

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

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

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

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

18 (v) These requirements shall survive expiration or termination of the Agreement.

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

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

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

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

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

21 18. ASSIGNMENT.

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

25 19. NON-DISCRIMINATION.

26 During the performance of this Agreement, CONSULTANT shall not unlawfully discriminate  
27 against any employee or applicant for employment or employee of ICTC or member of the public  
28 because of race, religion, color, national status, age, or sex. CONSULTANT shall ensure that the

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

14 20. NOTICES AND REPORTS.

15 20.1. All notices and reports pursuant to this Agreement shall be in writing and may be given  
16 by personal delivery or by mailing by certified mail, addressed as follows:

17 **ICTC**

18 Attn: Executive Director  
19 Imperial County Transportation Commission  
20 1503 N. Imperial Ave., Ste 104  
21 El Centro, CA 92243

**CONSULTANT**

Attn: Project Manager

22 20.2. All notices and reports pursuant to this Agreement may be given by personal delivery or  
23 by mailing by certified mail at such other address as either Party may designate in a notice to the other  
24 Party given in such manner.

25 20.3. Any notice given by mail shall be considered given when deposited in the United States  
26 Mail, postage prepaid, addressed as provided herein.

27 ///

28 ///

///

1 21. ENTIRE AGREEMENT.

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

5 22. MODIFICATION.

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

8 23. PARTIAL INVALIDITY.

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

12 24. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.

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

20 25. WAIVER.

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

24 26. CHOICE OF LAW.

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

28 ///

1 27. ATTORNEY'S FEES.

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

4 28. AUTHORITY.

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

7 28.1. He/She is duly authorized to execute and deliver this Agreement on behalf of  
8 CONSULTANT;

9 28.2. Such execution and delivery is in accordance with the terms of the Articles of  
10 Incorporation or Partnership, any by-laws or Resolutions of CONSULTANT and;

11 28.3. This Agreement is binding upon CONSULTANT accordance with its terms.

12 29. COUNTERPARTS.

13 This Agreement may be executed in counterparts.

14 30. REVIEW OF AGREEMENT TERMS.

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

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

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

3 **IMPERIAL COUNTY TRANSPORTATION COMMISSION:**

4  
5 \_\_\_\_\_  
6 Chair

7 **ATTEST:**  
8  
9 \_\_\_\_\_  
10 Secretary to the Commission

11 **CONSULTANT:**

12  
13 By: \_\_\_\_\_

14 **APPROVED AS TO FORM:**

15  
16 **COUNTY COUNSEL**  
17  
18 By: \_\_\_\_\_  
19 Deputy County Counsel

# VII. ACTION CALENDAR

## VII. ACTION CALENDAR

### C. AGREEMENT FOR PROFESSIONAL MAINTENANCE AUDIT REPORTING SERVICES OF THE ICTC TRANSIT OPER- ATIONS—CALENDAR YEARS 2020-2022





15035 N. IMPERIAL AVE., SUITE 104  
EL CENTRO, CA 92243-2875  
PHONE: (760) 592-4494  
FAX: (760) 592-4410

September 4, 2020

ICTC Management Committee  
Imperial County Transportation Commission  
11503 N. Imperial Ave. Suite 104  
El Centro, Ca. 92243

**SUBJECT:** Agreement for Professional Maintenance Audit Reporting Services of the ICTC Transit Operations – Calendar Years 2020-2022

Dear Committee Members:

Over the past few years, ICTC has taken ownership of sixty-three (63) transit vehicles with an estimated value of approximately \$8.5 million dollars. The vehicles are utilized to transport passengers under the contracted services for *Imperial Valley Transit*, *IVT Access* for persons with disabilities, *IVT RIDE* for seniors and persons with disabilities, and *IVT MedTrans*, the non-emergency transportation to medical facilities in San Diego.

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

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

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

A competitive bid was completed in August 2020 for a new three-year contract. ICTC received one (1) additional proposal, however, the proposal was deemed non-responsive due to the response being received past the deadline.

The following is a summary of the one qualified proposal:

<b>Firm</b>	<b>Total Inspections</b>	<b>Total 3-Yr Cost</b>	<b>Avg Cost/Per Year</b>
Transit Resource Center Engineering Services, LLC. (TRC)	1 per Year	\$50,388.00	\$16,796.00

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

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

The proposal from TRC indicated that their project team was focused on delivering the requested services as noted within the contents of the Request for Proposals. TRC's proposal acknowledged and elaborated on all of the Scope of Work items noted within the Request for Proposals, in addition to the ICTC issued addenda. TRC also displayed the firm's superior familiarity with transit regulations and transit maintenance operational practices. TRC was also awarded the previous agreement which offers familiarity with our system and operator. In addition, the TRC project team offered value added benefits through their knowledge and experience with larger transit agencies. This included periodic review sessions with ICTC staff on transit maintenance best practices and requirements in the industry for potential improvements in contractual language, and general improvements to ICTC staff's oversight of transit maintenance.

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

Funding for this project has been budgeted in the ICTC FY 20-21 Overall Work Program and Budget/Transit Finance Plan and subsequent years will be budgeted to accommodate the remaining service years.

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 agreement for the IVT Transit Maintenance Audit effective October 1, 2020, for the audit period of calendar years 2020, 2021 and 2022, with the firm of **TRC Engineering Services, LLC**:
  - A. For the fiscal reporting period of July 1, 2020 through June 30, 2021, the annual not to exceed fee is set at \$16,796
  - B. For the fiscal reporting period of July 1, 2021 through June 30, 2022, the annual not to exceed fee is set at \$16,796
  - C. For the fiscal reporting period of July 1, 2022 through June 30, 2023, the annual not to exceed fee is set at \$16,796
  - D. For the post-delivery inspection service fee of \$860 per event.

Sincerely,

MARK BAZA  
Executive Director

BY: 

David Aguirre  
Transit Program Manager

MB/da/cl

1 **AGREEMENT FOR SERVICES**

2  
3 THIS AGREEMENT FOR SERVICES (“Agreement”), made and entered into this \_\_\_\_\_ day  
4 of \_\_\_\_\_, 2020, is by and between the **IMPERIAL COUNTY TRANSPORTATION**  
5 **COMMISSION** (“ICTC”) and [business name] [business type] (“CONSULTANT”) (individually,  
6 “Party;” collectively, “Parties”).

7 **WITNESSETH**

8 **WHEREAS**, ICTC desires to retain a qualified individual, firm or business entity to provide  
9 professional services for [specify services] (“the Project”); and

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

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

14 1. **DEFINITIONS.**

15 1.1. “RFP” shall mean ICTC’s request for proposals entitled “Imperial County Transportation  
16 Commission (ICTC) [name of RFP]” dated [date]. The RFP is attached as **Exhibit “A”** and incorporated  
17 herein by this reference.

18 1.2. “Proposal” shall mean CONSULTANT’s proposal entitled “Proposal to Provide: [name of  
19 proposal]” dated [date]. The Proposal is attached as **Exhibit “B”** and incorporated herein by this reference.

20 2. **CONTRACT COORDINATION.**

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

26 ///

27 ///

28 ///

1 3. DESCRIPTION OF WORK.

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

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

7 4. WORK TO BE PERFORMED BY CONSULTANT.

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

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

12 4.3. CONSULTANT shall:

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

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

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

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

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

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

8 **5. REPRESENTATIONS BY CONSULTANT.**

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

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

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

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

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

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

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

1 6. COMPENSATION.

2 The total compensation payable under this Agreement shall not exceed [ ] dollars (\$[ ]) unless  
3 otherwise previously agreed to by ICTC.

4 7. PAYMENT.

5 CONSULTANT will bill ICTC on a time and material basis upon completion of the project or as set  
6 forth in the cost schedule attached hereto as **Exhibit "C"**. ICTC shall pay CONSULTANT for completed  
7 and approved services upon presentation of its itemized billing. Notwithstanding the foregoing, ICTC shall  
8 retain 10% of the total compensation until the work to be performed has been completed in accordance with  
9 this Agreement, as determined by ICTC, and payment in full of all subcontractors of CONSULTANT.

10 8. METHOD OF PAYMENT.

11 8.1 CONSULTANT shall at any time prior to the 15th day of any month, submit to ICTC a  
12 written claim for compensation for services performed. The claim shall be in a format approved by ICTC.  
13 CONSULTANT may expect to receive payment within a reasonable time thereafter and in any event in the  
14 normal course of business within thirty (30) days after the claim is submitted.

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

16 9.1. This Agreement shall commence on the date first written above and shall remain in effect  
17 through completion of the Project unless otherwise terminated as provided herein.

18 9.2. Program scheduling shall be as described in Exhibit "A" unless revisions to Exhibit "A" are  
19 approved by both ICTC and CONSULTANT's Contract Manager. Time extensions may be allowed for  
20 delays caused by ICTC, other governmental agencies, or factors not directly brought about by the  
21 negligence or lack of due care on the part of CONSULTANT.

22 10. SUSPENSION OF AGREEMENT.

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

27 11. SUSPENSION AND/OR TERMINATION.

28 11.1. ICTC retains the right to terminate this Agreement for any reason by notifying

1 CONSULTANT in writing seven (7) days prior to termination and by paying the compensation due and  
2 payable to the date of termination; provided, however, if this Agreement is terminated for fault of  
3 CONSULTANT, ICTC shall be obligated to compensate CONSULTANT only for that portion of  
4 CONSULTANT's services which have been performed in accordance with the terms and conditions of this  
5 Agreement. Said compensation is to be arrived at by mutual agreement between ICTC and  
6 CONSULTANT; should the Parties fail to agree on said compensation, an independent arbitrator shall be  
7 appointed and the decision of the arbitrator shall be binding upon the Parties.

8 11.2. Upon such termination, CONSULTANT shall immediately turn over to ICTC any and all  
9 copies of videotapes, studies, sketches, drawings, computations and other data, whether or not completed,  
10 prepared by CONSULTANT in connection with this Agreement. Such materials shall become the  
11 permanent property of ICTC.

12 12. INSPECTION.

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

18 13. OWNERSHIP OF MATERIALS.

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

22 14. INTEREST OF CONSULTANT.

23 14.1. CONSULTANT covenants that it presently has no interest, and shall not acquire any  
24 interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the  
25 performance of the services hereunder.

26 14.2. CONSULTANT covenants that, in the performance of this Agreement, no sub-contractor or  
27 person having such an interest shall be employed.

1 14.3. CONSULTANT certifies that no one who has or will have any financial interest pursuant to  
2 this Agreement is an officer or employee of ICTC.

3 15. INDEMNIFICATION.

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

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

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

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



1 16. INDEPENDENT CONTRACTOR.

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

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

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

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

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

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

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

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

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

1 17. INSURANCE.

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

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

14 \$2,000,000 per occurrence for bodily injury and property damage

15 \$1,000,000 per occurrence for personal and advertising injury

16 \$4,000,000 aggregate for products and completed operations

17 \$4,000,000 general aggregate

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

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

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

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

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

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

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

22 The General Liability and Automobile Liability insurance policies shall be written on an  
23 occurrence form. The General Liability (including ongoing operations and completed operations) and  
24 Automobile Liability insurance policies shall name ICTC, its members, board members, officers,  
25 officials, employees and agents as an additional insured. All such policies of insurance shall be  
26 endorsed so Consultant’s insurance shall be primary and no contribution shall be required of ICTC, its  
27 members, board members, officers, officials, employees, agents or volunteers. The coverage(s) shall  
28 contain no special limitations on the scope of protection afforded to ICTC, its members, board members,

1 officers, officials, employees and agents. The Workers' Compensation insurance policy shall contain a  
2 waiver of subrogation as to ICTC, its members, board members, officers, employees, agents and  
3 volunteers. Should Consultant maintain insurance with broader coverage and/or limits of liability  
4 greater than those shown above, ICTC requires and shall be entitled to the broader coverage and/or the  
5 higher limits of liability maintained by Consultant. Any available insurance proceeds in excess of the  
6 specified minimum limits of insurance and coverage shall be available to ICTC.

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

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

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

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

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

18 (v) These requirements shall survive expiration or termination of the Agreement.

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

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

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

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

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

21 18. ASSIGNMENT.

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

25 19. NON-DISCRIMINATION.

26 During the performance of this Agreement, CONSULTANT shall not unlawfully discriminate  
27 against any employee or applicant for employment or employee of ICTC or member of the public  
28 because of race, religion, color, national status, age, or sex. CONSULTANT shall ensure that the

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

14 20. NOTICES AND REPORTS.

15 20.1. All notices and reports pursuant to this Agreement shall be in writing and may be given  
16 by personal delivery or by mailing by certified mail, addressed as follows:

17 **ICTC**

18 Attn: Executive Director  
19 Imperial County Transportation Commission  
20 1503 N. Imperial Ave., Ste 104  
21 El Centro, CA 92243

**CONSULTANT**

Attn: Project Manager

22 20.2. All notices and reports pursuant to this Agreement may be given by personal delivery or  
23 by mailing by certified mail at such other address as either Party may designate in a notice to the other  
24 Party given in such manner.

25 20.3. Any notice given by mail shall be considered given when deposited in the United States  
26 Mail, postage prepaid, addressed as provided herein.

27 ///

28 ///

///

1 21. ENTIRE AGREEMENT.

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

5 22. MODIFICATION.

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

8 23. PARTIAL INVALIDITY.

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

12 24. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.

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

20 25. WAIVER.

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

24 26. CHOICE OF LAW.

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

28 ///

1 27. ATTORNEY'S FEES.

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

4 28. AUTHORITY.

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

7 28.1. He/She is duly authorized to execute and deliver this Agreement on behalf of  
8 CONSULTANT;

9 28.2. Such execution and delivery is in accordance with the terms of the Articles of  
10 Incorporation or Partnership, any by-laws or Resolutions of CONSULTANT and;

11 28.3. This Agreement is binding upon CONSULTANT accordance with its terms.

12 29. COUNTERPARTS.

13 This Agreement may be executed in counterparts.

14 30. REVIEW OF AGREEMENT TERMS.

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

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///



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

3 **IMPERIAL COUNTY TRANSPORTATION COMMISSION:**

4  
5 \_\_\_\_\_  
6 Chair

7 **ATTEST:**

8  
9 \_\_\_\_\_  
10 Secretary to the Commission

11 **CONSULTANT:**

12  
13 By: \_\_\_\_\_

14  
15 **APPROVED AS TO FORM:**

16 **COUNTY COUNSEL**

17  
18 By: \_\_\_\_\_  
19 Deputy County Counsel

# VII. ACTION CALENDAR

## VII. ACTION CALENDAR

- D. ON CALL ENGINEERING, ARCHITECTURE AND PROFESSIONAL SUPPORT SERVICES—TASK ORDER ISSUANCE—  
CIVIL PROS—CALEXICO ITC—  
ENGINEERING SUPPORT SERVICES



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

September 4, 2020

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

**SUBJECT:** On Call Engineering, Architecture and Professional Support Services – Task Order Issuance – Civil Pros – Calexico Intermodal Transportation Center (ITC) – Engineering Support Services

Dear Committee Members:

ICTC staff recently issued a Task Order Scope of Work to the engineering firms that were selected as part of its On-Call Engineering, Architecture and Professional Support Services Procurement. The task order was issued to acquire engineering support services to complete various tasks associated with the review of the engineering documents prepared by another consultant under a separate agreement for the Calexico ITC Project. The services requested include improvement plan review, specification and contract document review, assistance with the bidding phase for construction efforts and other project documentation review.

ICTC received one response belonging to the engineering firm Civil Pros. ICTC staff did reach out to all of the approved firms prior to the response deadline to encourage participation. The other firms indicated their existing workload would not allow them to assist with the requested services. The response received by Civil Pros met the requirements of the issued Task Order. Civil Pros has experience working on similar type transit infrastructure improvement projects and will provide ICTC with critical review comments and guidance towards ICTC's efforts to complete the project.

The Civil Pros proposed cost to provide the services is \$103,727.00. The proposed cost includes engineering support by structural, geotechnical, and environmental subconsultants. Funding for this project is approved in FY 2020-21 ICTC Overall Work Program and Budget/Transit Finance Plan through the Transportation Development Act (TDA) Fund approved on June 24, 2020.

The On-Call Engineering RFQ and Responses, Task Order and the Civil Pros response are available for review at the ICTC administrative offices.

**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. Approve the Task Order Award for engineering support services for the Calexico ITC to Civil Pros in the amount of \$103,727.00.
2. Authorize the Chairperson to sign the Task Order.

Sincerely,



MARK BAZA  
Executive Director

MB/DA/cl

Attachments

1 **TASK ORDER #**

2 On-Call Civil Engineering, Architecture and Professional Support Services

3 **(RailPros Field Services Inc. dba CivilPros)**

4 THIS TASK ORDER FOR SERVICES (“Task Order”) is made and entered into effective the  
5 \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the **IMPERIAL ICTCTransportation**  
6 **COMMISSION** (“ICTC”), and **RAILRPOS FIELD SERVICES INC.**, dba CivilPros, a Texas  
7 corporation qualified to do business in California corporation, (“Consultant”) (individually, “Party,”  
8 collectively, “Parties”).

9 **RECITALS**

10 **WHEREAS**, the Parties entered into an agreement for services (“Agreement”) dated December 12,  
11 2018, M.O. #7(B), which is made a part hereof by this reference, that authorizes Consultant to perform  
12 work on specific projects if ICTC provides a task order for such work; and

13 **WHEREAS**, ICTC has a need for Consultant to provide the professional services set forth in the  
14 Agreement on the County’s project entitled “Professional On-Call, As needed Engineering Services for  
15 Engineering, Architecture and Professional Support Services” (“Project”).

16 **NOW, THEREFORE**, the Parties hereby agree to the following:

17 **1. WORK TO BE PERFORMED UNDER THIS TASK ORDER.**

18 This Task Order authorizes architecture/engineering work on the Project Administration and Engineering  
19 Support for Calexico Intermodal Transportation Center Project. Consultant shall provide the services set  
20 forth in the scope of work attached hereto and incorporated herein as **Exhibit “A.”** The services shall be  
21 performed in compliance with the requirements of the Agreement.

22 **2. COST OF WORK TO BE PERFORMED UNDER THIS TASK ORDER.**

23 The total compensation payable under this Task Order shall not exceed **one hundred three thousand,**  
24 **seven hundred twenty seven dollars (\$103,727)**, as set forth in the compensation schedule attached  
25 hereto and incorporated herein as **Exhibit “A,”** unless otherwise agreed to in writing by ICTC.

26 **3. DEADLINE FOR WORK PERFORMED UNDER THIS TASK ORDER.**

27 The deadline for work to be performed under this Task Order shall be September 30, 2022.

28 ///

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

3  
4 **IMPERIAL COUNTY TRANSPORTATION      CONSULTANT:**  
5 **COMMISSION:**

6 By: \_\_\_\_\_  
7 GEORGE NAVA,  
8 Chair

6 By: \_\_\_\_\_  
7 DOUGLAS B. SAWYER  
8 Senior Vice President, West Region

9 **ATTEST:**

10 By: \_\_\_\_\_  
11 CHRISTI LERMA  
12 Secretary to the Commission

13 **APPROVED AS TO FORM:**

14 ADAM G. CROOK  
15 ICTC Counsel

16 By: \_\_\_\_\_  
17 LAYLA SARWARI,  
18 Deputy County Counsel

**Exhibit “A”**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

# VII. ACTION CALENDAR

## VII. ACTION CALENDAR

- E. MOU BETWEEN ICTC AND THE US BORDER PATROL AIR & MARINE, PROGRAM MANAGEMENT OFFICE FOR THE BORDER PATROL CHECKPOINT AT SR-86





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

September 4, 2020

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

**SUBJECT:** Memorandum of Understanding (MOU) between Imperial County Transportation Commission (ICTC) and the U.S. Border Patrol Air & Marine, Program Management Office (BPAM PMO) for the Border Patrol Checkpoint Project at SR-86

Dear Committee Members:

The “*State Route 86 U.S. Border Patrol Checkpoint*” improvement project was identified as a regional priority by the Imperial County Local Transportation Authority (LTA) and the Imperial County Transportation Commission (ICTC). The current configuration of the checkpoint has been a bottleneck and creates delays for regional travel and goods movement in Imperial Valley. Extensive meetings have been held among the stakeholders involved that resulted in improvement alternatives that were presented and approved by the LTA. Ultimately, on September 27, 2017, the LTA approved funding for the project as part of the five percent Regional Highway Set-Aside from Measure D in the amount of \$1.3 million dollars.

ICTC and U.S. Border Patrol have agreed to modify the project to reduce the project costs. Border Patrol will use their existing canopy and ICTC will add a second lane and related safety improvements. Border Patrol will provide all other equipment and technology, related to their inspection operations.

To coordinate and facilitate this project a draft MOU has been established between ICTC and BP. The goal of the MOU is to serve as a guide for the coordination between ICTC and BP through every step from design to construction of the project. The draft MOU and Exhibit A are attached for your review.

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

1. Authorize the Chairman to sign the Memorandum of Understanding (MOU) for the State Route 86 (Northbound) Border Patrol Checkpoint Project between ICTC and the U.S. Border Patrol Air & Marine, Program Management Office

Sincerely,

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

MARK BAZA  
Executive Director

MB/vm/cl  
Attachments

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

**MEMORANDUM OF UNDERSTANDING BETWEEN THE U.S. BORDER PATROL –  
AIR & MARINE PROGRAM MANAGEMENT OFFICE AND IMPERIAL COUNTY  
TRANSPORTATION COMMISSION FOR THE  
STATE ROUTE 86 BORDER PATROL CHECKPOINT EXPANSION**

This Memorandum of Understanding (hereinafter “MOU”) made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, is by and between **the U.S. Border Patrol Air & Marine, Program Management Office** (hereinafter “BPAM PMO”) **Imperial County Transportation Commission**, a regional transit and transportation planning agency created pursuant to California Public Utilities Code section 132800 (hereinafter “ICTC”). The terms “Party” or “Parties” shall mean the collective or individual participants of this MOU, as appropriate, who agree as follows:

**RECITALS**

**WHEREAS** the U.S. Border Patrol Air & Marine, Program Management Office “BPAM PMO” is responsible for the Facilities Management & Engineering for the Department of Homeland Security and has its principal office at 24000 Avila Road, Laguna Niguel, California, 92677.

**WHEREAS** the Imperial County Transportation Commission “ICTC” is a public entity whose primary objective is regional transportation planning, including providing public transit services and regional highway improvements, and has its principal office located at 1503 North Imperial Avenue, Suite 104, El Centro, California 92243.

**WHEREAS** ICTC will serve as the lead agency to complete the design and construction of the State Route 86 Border Patrol Checkpoint Expansion (hereinafter “Project”). ICTC will work in cooperation with the BPAM PMO and the California Department of Transportation (Caltrans), the owner/operator of State Route 86 in Imperial County, California to complete the Project.

**WHEREAS** ICTC will use \$1,300,000.00 authorized by the Imperial County Local Transportation Authority (“LTA”) for the purposes of completing the design and construction of

the checkpoint expansion project as described in Exhibit A. The Exhibit A describes the mutually agreed scope of services to be performed by consultant firm “AECOM” procured by LTA on February 28, 2018 in the amount of \$319,000 ICTC to carry out the design engineering and construction management support services of the Project.

**NOW THEREFORE**, for and in consideration of the mutual promises set herein, ICTC and BPAM PMO have and hereby agree as follows:

1. On September 27, 2017, LTA authorized \$1,300,000.00 of Regional Highway Set-Aside Measure D funds for the completion of design and construction of the State Route 86 Border Patrol Checkpoint Expansion project as described in Exhibit A. This MOU shall commence on the date set forth above, and shall remain in effect through September 30, 2023, or completion of construction as confirmed by all parties.
2. ICTC, as the administrator of LTA, shall serve as the lead agency and be the administrator of this MOU ensuring the timely and proper execution of all terms and conditions.
3. ICTC will procure the consultant(s) or contractor(s) in compliance with all federal, state, and local laws, regulations, and requirements. ICTC will issue the Request for Proposals and selection and award of contracts. ICTC will consult with BPAM PMO and Caltrans in making selections of consultants and contractors and negotiating the terms of agreements.
4. ICTC, in conjunction with BPAM PMO, has created an Implementation Plan which is titled “State Route 86 Border Patrol Checkpoint Expansion,” attached hereto as **Exhibit A** and incorporated by reference as though fully set forth herein. This Implementation Plan provides the framework for ICTC to complete design and construction of the State Route 86 Border Checkpoint Expansion project to include two primary inspection lanes and two secondary inspection lanes within the right-of-way of State Highway 86 and intersection of State Highway 78 near the Salton Sea, in Imperial County.

5. Upon completion of construction for the State Route 86 Border Patrol Checkpoint Expansion the U.S. Border Patrol will operate the two-lane primary and secondary inspection lanes as specified in Exhibit A.
6. Parties agree to comply with all state and federal guidelines and requirements for U.S. Border Patrol inspection and state highway facilities.
7. Parties agree that they enter into this MOU with the understanding that funding for the Project is limited to the funds provided by the Imperial County Local Transportation Authority in the amount of \$1,300,000.00. If additional funds are necessary for elements outside of the planned scope of work and can be acquired, the Parties will work cooperatively to incorporate into the design and construction.
8. Representatives of each Party to this MOU shall meet in person or by conference call at least quarterly, or as necessary, to discuss the project's scheduling and coordination through design and construction of the checkpoint expansion, and other issues related to the specifications of the project, including, but not limited to, actual costs of the Service and any necessary adjustments based on actual costs of the project.
9. Each Party, on its own behalf and on the behalf of its agents and employees, agrees that each is acting in an independent capacity and not as an agent, officer, or employee of any of the other parties.
10. Parties represent and warrant that the people executing this MOU on their respective behalf have the authority to sign this MOU and bind all Parties to the performance of all duties and obligations herein.
11. It is understood and agreed that ICTC and BPAM PMO maintain insurance policies or self-insured programs to fund their respective liabilities. Parties agree that such respective programs or policy coverage for Workers' compensation shall contain a waiver subrogation as to the other Party and each of its members, board members, officers, officials, employees, agents or third-party contractors.

Evidence of insurance, e.g., Certificates of Insurance or other similar documentation, shall not be required of either party under this MOU.

12. BPAM PMO shall indemnify, hold harmless and defend ICTC and its members, board members, officers, officials, employees and agents from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by BPAM PMO, ICTC or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct of BPAM PMO or any of its members, board members, officers, officials, employees or agents in the performance of this MOU.

ICTC shall indemnify, hold harmless and defend BPAM PMO and each of its members, board members, officers, officials, employees and agents from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by ICTC, BPAM PMO or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct of ICTC or any of its members, board members, officers, officials, employees or agents in the performance of this MOU.

In the event of concurrent negligence on the part of BPAM PMO and any of its members, board members, officers, officials, employees and agents, and ICTC or any of its members, board members, officers, officials, employees and agents, the liability for any and all such claims, demands and actions in law or equity for such losses, fines, penalties, forfeitures, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

This section shall survive termination or expiration of this MOU.

13. Nothing herein contained shall be construed to create, and the Parties hereto expressly disclaim any intent to create, any form of agency relationship, joint venture, or partnership.
14. If any term or provision of this MOU, or the application of such provision to a particular situation, is held by a court of competent jurisdiction to be void, invalid or otherwise unenforceable, the remaining terms and provisions shall continue in full force and effect.
15. This MOU is made and entered into in Imperial County, California. This MOU shall be construed and enforced in accordance with the laws of the State of California, except that the Parties agree that any action brought by either Party regarding this MOU shall be brought in a court of competent jurisdiction in Imperial County.
16. The Parties hereto agree to act in good faith and deal fairly with the other Party in the performance of this MOU.
17. Notices required hereunder shall be in writing and may be given either personal or by registered or certified mail, postage prepaid, return receipt requested. If given by registered or certified mail, such notice shall be addressed as indicated below and shall be deemed given when delivered and received upon the earlier of actual receipt by the Party to whom the notice was sent or return of the requested receipt to the Party giving notice. Notice personally given shall be deemed given when delivered to the Party to whom the notice is addressed. Any Party may upon ten (10) days written notice to the other Parties, change the address where notices are to be sent.

NOTICES TO ICTC

Imperial County Transportation Commission  
Attn: Executive Director  
1503 N. Imperial Ave., Suite 104  
El Centro, California 92243  
Tel: (760) 592-4494  
Fax (760) 592-4497  
Email: [Markbaza@imperialctc.org](mailto:Markbaza@imperialctc.org)

NOTICES TO BPAM PMO

Border Patrol Air & Marine  
Attn: Program Management Office  
Facilities and Engineering  
24000 Avila Road, Rm 5020  
Laguna Niguel, CA 92677  
Tel: (949)  
Fax: (949)  
Email:

18. This MOU constitutes the full and complete agreement between the Parties. All prior agreements and understandings with respect to the subject matter of this MOU are merged herein. This MOU may be executed in counterparts.
19. Any modifications within the scope of the MOU shall be made by mutual consent of the Parties, by the issuance of a written modification, signed and dated by both Parties, prior to any changes made.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding on this \_\_\_\_ day of \_\_\_\_\_, 2020.

**IMPERIAL COUNTY  
TRANSPORTATION COMMISSION**

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

ATTEST:

By: \_\_\_\_\_  
CRISTI LERMA  
Secretary to the Commission

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Legal Counsel

**U.S. BORDER PATROL AIR & MARINE**

By: \_\_\_\_\_, XXXXX

ATTEST:

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Legal Counsel

**Attachments:**

Exhibit A:



## **EXHIBIT A:**

### **RESPONSIBILITIES:**

#### **IMPERIAL COUNTY TRANSPORTATION COMMISSION:**

- Proposed \$1.3M by Imperial County Transportation Commission would include all plans and specifications as directed and approved by CalTrans, ICTA and Border Patrol (BPAM).
- Proposed funds will include improvements of both lanes coming from SR 86 and coming through existing checkpoint canopy as primary lanes and back onto SR 86.
- Provide space and set (2) Ballistic booths provided by Border Patrol.
- ICTA would also include all signage as required per approved plans and all protective k-rail and bollards protecting facilities, structures and personnel. ICTC would agree to maintain Roadway, Signage and Barrier improvements or turnover to CalTrans.

#### **BORDER PATROL (BPAM):**

- Fund and construct from approved plans and specifications Secondary inspection area for trucks and cars on Border Patrol Property.
- Provide (2) Ballistic 4x6 level (3) booths for placement and set by ICTC. BPAM to provide all electrical, communications and security features to booths and maintenance for Booths.
- Provide all improvements to existing building, canopy and utilities on Border Patrol property.
- Provide all lighting and security for CBP facilities and property.
- Provide all Security infrastructure as required for CBP property.



# VII. ACTION CALENDAR

## VII. ACTION CALENDAR

### F. FUND REQUEST TO THE LTA—SR-98 OLLIE AVENUE AND ROCKWOOD AVENUE



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

September 4, 2020

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

SUBJECT: Fund Request to the Local Transportation Authority (LTA) – State Route 98 from Ollie Avenue and Rockwood Avenue

Dear Committee Members:

As a part of the Calexico West Port of Entry (POE) Expansion project, SR-98 and Cesar Chavez Boulevard were widened and improved to serve the expansion to the west. Caltrans completed construction on SR-98 between VV Williams and Ollie Avenue in March 2018, and the City of Calexico completed the Cesar Chavez Blvd. widening in October 2019. Caltrans has completed the design and right of way phase for SR-98 Widening between Rockwood Avenue and Ollie Avenue. On June 24, 2020, the California Transportation Commission (CTC) authorized construction funding. The total project cost is estimated at \$6.33 million using a combination of 2016 Earmark Repurposing, Demonstration, and Traffic Congestion Relief funds. The project has a \$1.7 million funding shortfall for which Caltrans is requesting an ICTC local contribution of \$200,000. The remaining \$1.5 million shortfall would be covered by other state and federal funds.

Attached is a summary of the LTA expenditures and funding available from the 5% Regional Highway Set-Aside fund.

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

1. Approve the allocation for funding needed in the amount of \$200,000 as a local match for the SR-98 Widening Project from Ollie and Rockwood Avenues, from the LTA 5% Regional Highway Set-Aside from the Measure D allocations and,
2. Authorize the Executive Director to execute the necessary agreements between Caltrans and the Imperial County Transportation Commission.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Mark Baza', is written over a faint circular stamp.

MARK BAZA  
Executive Director

MB/vm/cl

Attachments

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



Imperial County Local Transportation Authority

1503 N. Imperial Ave., Suite 104, El Centro, CA, 92243  
 Phone: 760-592-4494 | Fax: 760-592-4410

7243000 LTA 5% State Hwy Set-Aside

**Processed Disbursements**

Agency	Project Description	Amount	LTA Board Approval	Funds Disbursed
Caltrans	Traffic Signal SR 86 & S Main St. Westmorland	\$373,000	7/24/2013	4/30/2014
County of Imperial	Traffic Signal SR 22 & SR 86 Salton City	\$438,858	9/24/2014	1/12/2015
Caltrans	Heber Bus Stop & Ped Access SR 86	\$708,240	8/27/2014	11/2/2016
City of Calexico	Two year funding for SR 111 Traffic Controllers	\$300,000	10/26/2016	1/10/2018 & 2/22/2018
Caltrans	Forrester Road PSR	\$218,862	1/25/2017	Invoiced to date
Caltrans/ICTC	SR 86 Border Patrol Checkpoint	\$251,914	9/27/2017	Invoiced to date
City of Calexico	One year funding for SR 111 Traffic Controllers	\$150,000	2/27/2019	6/26/2019
ICTC	Calexico East Port of Entry Bridge Expansion	\$2,700	2/27/2019	Invoiced to date

**Total Disbursements**      \$2,443,574

**Pending Disbursements**

Agency	LTA 5% Regional Hwy Balance as of 8/31/2020	\$7,391,353	Pending projects	
County of Imperial	Traffic Signal SR 86 & Dogwood Rd Imperial County	\$1,680,815	LTA Board approved on 9/23/2015	
Caltrans	Forrester Road PSR	\$398,638	LTA Board approved on 1/25/2017	Multiple Invoices (\$617,500 approved amount)
Caltrans/ICTC	SR 86 Border Patrol Checkpoint	\$1,048,086	LTA Board approved on 9/27/2017	Multiple Invoices (\$1,300,000 approved amount)
ICTC	Calexico East Port of Entry Bridge Expansion	\$1,841,300	LTA Board approved on 2/27/19	Multiple Invoices (\$1,844,000 approved amount)

**Total pending to be Disbursed**      \$4,968,839

**Available Balance Remaining \$2,422,514**

Brawley | Calexico | Calipatria | El Centro | Holtville | Imperial | Westmorland | County of Imperial