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**TRANSPORTATION COMMISSION
AGENDA**

**WEDNESDAY, JUNE 23, 2021
6:00 PM**

CHAIR: CHERYL VIEGAS-WALKER

VICE CHAIR: ROSIE ARREOLA-FERNANDEZ

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://us06web.zoom.us/j/81411819190?pwd=Y0F3ajR3VWVWdm9DSmhaa3lXalB4dz09>

To Join by phone please dial (669) 900-9128

Meeting ID: 814 1181 9190 #

Passcode: 094427 #

I. CALL TO ORDER AND ROLL CALL

II. CLOSED SESSION

- A. Motion to convene to Closed Session
- B. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code § 54957)
Title: ICTC Executive Director
- C. CONFERENCE WITH LABOR NEGOTIATORS (Government Code § 54957.6)
Agency Designated Representative: Eric Havens
Unrepresented Employee: Executive Director
- D. Announcement of Closed Session Action(s)

III. EMERGENCY ITEMS

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

IV. PUBLIC COMMENTS

In compliance with the Governor's Orders N-29-20 and N-08-21, the meeting will continue to be held telephonically and electronically until September 30, 2021. If members of the public wish to review the attachments or have any questions on any agenda item, please contact Cristi Lerma at 760-592-4494 or via email at cristilerma@imperialctc.org. Agenda and minutes are also available at: <http://www.imperialctc.org/meetings-&-agendas/commission/>. If any member of the public wishes to address the Commission, please submit written comments by 5 p.m. on Tuesday, June 22, 2021. Comments should not exceed three minutes on any item of interest not on the agenda within the jurisdiction of the Commission. The Commission will listen to all communication, but in compliance with the Brown Act, will not take any action on items that are not on the agenda.

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

V. CONSENT CALENDAR

(Executive Director recommends approval of consent calendar items)

- A. Approval of the ICTC Commission Draft Minutes: May 26, 2021 Pages 5-25
- B. Receive and File:
 - 1. ICTC Management Committee Minutes: June 9, 2021
 - 2. ICTC TAC Minutes: April 22, 2021
 - 3. ICTC SSTAC Minutes: May 5, 2021

VI. REPORTS (Up to 5 minutes per staff report)

- A. ICTC Executive Director
 - Executive Director Report Page 27
- B. Southern California Association of Governments
 - See attached report Page 36
- C. California Department of Transportation – District 11
 - See attached report Page 43
- D. Commission / Committee Member Reports (if any)

VII. INFORMATION CALENDAR

- A. Imperial County Regional Climate Action Plan Page 51
Presentation by Virginia Mendoza, ICTC Program Manager and consultant team

VIII. ACTION CALENDAR

- A. Draft ICTC Overall Work Program (OWP) and Budget, FY 2021/2022 Page 68

The ICTC Management Committee met on June 9, 2021, and forwards 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 2021/2022.

- B. Unmet Transit Needs Public Hearing Process - Fiscal Year 2021-22 Page 80

The Unmet Transit Needs Panel of Commissioners is forwarding this to the ICTC Commission for their review and approval after public comment, if any:

- 1. Adopt the FY 2021-22 “Findings” and the prioritized 2021 ICTC Unmet Transit Needs List as presented or amended.
- 2. Authorize the Chairman to sign the attached resolution.
- 3. Direct staff to forward the FY 2021-22 “Findings”, and all other public hearing documentation and resolution to the State Department of Transportation.

- C. Donation Acceptance Agreement between U. S. General Services Administration (GSA) and Imperial County Transportation Commission (ICTC) for the Calexico East Port of Entry Bridge Widening Project Page 88

The ICTC Management Committee met on June 9, 2021, and forwards this item to the Commission for review and approval after public comment, if any:

- 1. Authorize the Chairperson to sign the Donation Acceptance Agreement between U. S. General Services Administration (GSA) and Imperial County Transportation Commission (ICTC) for the Calexico East Port of Entry Bridge Widening Project

- D. Legal Services Agreement – County of Imperial - Imperial County Transportation Commission (ICTC) FY 2021/2022 to FY 2023-24 Page 172

Due to timing constraints the item was not forwarded to the Management Committee for review. The item is being presented directly to the Commission for their review and approval after public comment, if any:

1. Authorize the Chairperson to sign the agreement for the continuation of legal services between the County of Imperial and the Imperial County Transportation Commission for an annual fee not to exceed \$30,000, effective July 1, 2021, through June 30, 2024.
2. Direct staff to forward the agreement to the County of Imperial.

- E. Legal Services Agreement – County of Imperial – Service Authority for Freeway Emergencies (SAFE) FY 2021/2022 to FY 2023/2024 Page 178

Due to timing constraints the item was not forwarded to the Management Committee for review. The item is being presented directly to the Commission for their review and approval after public comment, if any:

1. Authorize the Chairperson to sign the agreement for legal services between the County of Imperial and the Service Authority for Freeway Emergencies for an annual fee not to exceed \$5,000, effective July 1, 2021, through June 30, 2024.
2. Direct staff to forward the agreement to the County of Imperial.

IX. MEETING DATE AND PLACE

- A. The next meeting of the **Imperial County Transportation Commission** will be held on **Wednesday, July 28, 2021**, at **6:00 p.m.**, at the ICTC Offices located at 1503 N. Imperial Ave., Suite 104, El Centro, CA 92243 and remotely via Zoom Meeting.

X. ADJOURNMENT

- A. Motion to adjourn

V. CONSENT CALENDAR

- A. Approval of the ICTC Commission Draft Minutes:
May 26, 2021
- B. Receive and File:
 - ICTC Management Committee Minutes:
June 9, 2021
 - ICTC TAC Minutes:
April 22, 2021
 - ICTC SSTAC Minutes:
May 5, 2021

IMPERIAL COUNTY TRANSPORTATION COMMISSION

DRAFT MINUTES FOR MAY 26, 2021

6:00 p.m.

VOTING MEMBERS PRESENT:

City of Brawley	George Nava via zoom
City of Calipatria	Maria Nava-Froelich via zoom
City of Calexico	Javier Moreno via zoom
City of El Centro	Cheryl Viegas-Walker via zoom
City of Imperial	Robert Amparano via zoom
City of Holtville	Michael Goodsell via zoom
City of Westmorland	Absent
County of Imperial	Luis Plancarte via zoom
County of Imperial	Absent
Imperial Irrigation District	Javier Gonzalez via zoom

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

STAFF PRESENT: Mark Baza, David Aguirre, Cristi Lerma, Virginia Mendoza, Marlene Flores, Michelle Bastidas, Audrie Tapia

OTHERS PRESENT: All via zoom – David Salgado: SCAG; Ann Fox, Rafael Reyes, Daniel Hernandez: Caltrans; Tyler Salcido: City of Brawley; Erwin Gojuangco: County Council, Layla Sawari, Eric Havens: Counsel

The following action minutes are listed as they were acted upon by the Imperial County Transportation Commission and as listed on the agenda for the meeting held Wednesday, May 26, 2021 together with staff reports and related documents attached thereto and incorporated therein by reference.

Given 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 Viegas- Walker called the Commission meeting to order at 6:01 p.m. Roll call was taken, and a quorum was present.

II. CLOSED SESSION

- A. Motion to convene to Closed Session
- B. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code § 54957)
Title: ICTC Executive Director
- C. Announcement of Closed Session Action(s) – at 6:00 p.m.: The ICTC Commission met in closed session to discuss a public employee performance evaluation. Direction was given and no reportable action was taken.

III. EMERGENCY ITEMS

There were none.

IV. PUBLIC COMMENTS

There were no public comments received.

V. CONSENT CALENDAR

- A. Approval of the ICTC Commission Draft Minutes: April 28,2021
- B. Receive and File:
 - 1. ICTC Management Committee Draft Minutes: May 12,2021
 - 2. ICTC TAC Minutes: March 25,2021
 - 3. ICTC SSTAC Minutes: April 7, 2021

A motion was made by [Nava-Froelich](#) and seconded by [Plancarte](#) 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 Plancarte	Yes
County of Imperial Kelley	Absent
City of Westmorland	Absent
Imperial Irrigation District	Yes

Motion Passed.

- C. FY 2021-22 Sixth 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 Sixth 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, 2021 through June 30, 2022 and provide a not to exceed subsidy to the Quechan Tribe and YCIPTA in an amount of \$162,062.71.
- D. Agreement for Professional Financial Auditing Services - FY 2020-21 through FY 2022-23
 - 1. Authorized the Chairman to sign the agreement for the ICTC Agreement for Professional Financial Auditing Services effective July 1, 2021, for the audit periods FY 2020-21 through FY 2022-23, with the firm of The Pun Group:
 - a. For the fiscal reporting period of July 1, 2020 through June 30, 2021, the annual not to exceed fee set at \$65,000.00
 - b. For the fiscal reporting period of July 1, 2021 through June 30, 2022, the annual not to exceed fee set at \$66,950.00

- c. For the fiscal reporting period of July 1, 2022 through June 30, 2023, the annual not to exceed fee set at \$68,959.00
- E. Agreement for Professional Financial Reporting Services of the ICTC Transit Operations - FY 2020-21 through FY 2024-25
1. Authorized the Chairman to sign the agreement for the ICTC Transit Operators Fiscal Reporting services effective July 1, 2021, for the audit period FY 2020-21 through FY 2024-25, with the firm of Eide Bailly:
 - a. For the fiscal reporting period of July 1, 2020 through June 30, 2021, the annual not to exceed fee set at \$40,000.00
 - b. For the fiscal reporting period of July 1, 2021 through June 30, 2022, the annual not to exceed fee set at \$40,000.00

A motion was made by [Nava-Froelich](#) 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 <small>Plancarte</small>	Yes
County of Imperial <small>Kelley</small>	Absent
City of Westmorland	Absent
Imperial Irrigation District	Yes

Motion Passed.

VI. REPORTS

- A. ICTC Executive Director
- Mr. Baza provided updates from the report on page 62 of the agenda.
 - Mr. Baza shared that ICTC proposes to conduct the FY 2021-2022 Unmet Transit Hearing virtually on Monday, June 7, 2021. It is ICTC's goal to have at least three members of the Commission be present to listen to any verbal comments provided by the public as well as any written comments that were received from the surveys. The second meeting where the actual findings are adopted will be held after the public hearing at a later date.
 - Mr. Baza announced the FY 2021/2022 Budget Workshop was held prior to the Commission meeting stating a draft budget report was presented. He shared this is the largest budget ICTC has had.
 - Mr. Baza provided a brief update regarding the State Route 86 (Northbound) Border Patrol Checkpoint. He stated that the project is moving at a good pace and working to start construction this upcoming year.
 - Ms. Viegas-Walker requested a full report and clear understating of the deliverables and partnerships with IVEDC regarding the Southern Border Broadband Consortium

(SBBC) those which include the first report of the cycle and the final report for the previous cycle and subsequent payment from the CPUC.

- Mr. Baza added ICTC had identified those areas that do not have broadband capacity and will provide a report to Ms. Viegas-Walker.
- Ms. Viegas -Walker requested a better understanding of how much of the \$300,000 from the Environmental Protection Agency's Brownfields Assessment has been expended.

B. Southern California Association of Governments (SCAG)

- Mr. Salgado provided updates from the reports on pages 71 to 75 of the agenda.
 - o SCAG May Regional Council Meeting took action to approve SCAG's 2021-2022 Final Comprehensive Budget and Overall Work Plan. Mr. Salgado was happy to announce the meeting went well and the budget was approved. The Regional Council also took action to approve SCAG's Racial Equity Early Action Plan which was developed to guide and sustain SCAG's Regional Leadership moving Forward.
 - o SCAG's 32nd Annual Demographic Workshop is scheduled for two different dates due to the webinar being split in two. Part 1 will take place on Tuesday, June 8, 2021, and part 2 will take place on Tuesday, June 15, 2021.
 - o SCAG hosted an Electric Vehicle Charging Station (EVCS) permit Streamlining directly with the Imperial County in which the Imperial Irrigation District took part and participated.
 - o A Broadband Deployment and Adoption Resource Guide For Local and Regional Government Leaders can be found on [Getting-Connected-A-Broadband-Deployment-and-Adoption-Resource-Guide-For-Local-and-Regional-Government-Leaders.pdf \(valleyvision.org\)](https://valleyvision.org/Getting-Connected-A-Broadband-Deployment-and-Adoption-Resource-Guide-For-Local-and-Regional-Government-Leaders.pdf)
 - o The Go-Human Mini-Grant Program is still ongoing for those who would like to apply. The SCAG Go Human Community Streets Mini-Grants Program aims to build street-level community resiliency and increase the safety of people most harmed by traffic injuries and fatalities, including without limitation Black, Indigenous, and People of Color; people with disabilities; and frontline workers, particularly those walking and biking.
 - o The SCAG General Assembly was held remotely. Sustainability Award recipients were recognized for their innovative and transformational projects throughout the region. The new slate of executive board members was ratified along with the presentation of the annual "Year in Review" video which highlights SCAG's accomplishments from the previous year, which can be found at [SCAG 2020-2021 Year in Review - YouTube](#).

C. California Department of Transportation (Caltrans)- District 11

- Ms. Fox provided updates from the report on pages 80-84 of the agenda
 - o Agencies who are submitting applications to the federal Raise Grant Program for any projects who would like letters of support from Caltrans are to be requested prior to June 16, 2021. For more information, please reach out to Ann Fox.
 - o There will be a huge amount of outreach and engagement with our communities for community-type projects.
 - o Major work for the SR-86 project will be ongoing for the next two weeks during the day. There will be pavement work going on and expecting to finish by the midst of June. If there is any impact due to this project, please reach out to Caltrans to express any concerns.
 - o Mr. Amparano expressed his concern with the project being done during the day due to this project interrupting one of the major corridors and questioned why

the work cannot be completed at night. Ms. Fox did not have an answer as to why the project is not being conducted at night, however, will look into it.

- I-8/Imperial Avenue Interchange project work will take place weekdays over regular and extended day shifts for the next two months. Eastbound I-8/ Imperial Avenue ramps will continue to be closed and are expected to be reopened in summer 2021.
- SR-111 Niland Geyser / Mud pot detour was been completed on April 30th and has remained in place and is being monitored.
- Caltrans District 11 is kicking off outreach efforts for the Caltrans Active Transportation Plan (CAT Plan). 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. A survey to help gather information has been developed and District 11 will be contacting schools, cities, and community organizations to help spread the word of the survey. In addition, another outreach effort involves placing decals with scannable QR codes within Caltrans right of way. Approximately 500 12" diameter decals will be placed on sidewalks throughout San Diego and Imperial County. The decals will be in place for 2-3 months. Please visit <https://www.catplan.org/district-11> for more information.

D. Commission Member Reports

- Mr. Plancarte advised Caltrans to reach out to the Emergency Services and inform them of the closures that are set to happen on SR-86.
- Mr. Gonzalez expressed concerns with Assembly Bill (AB) 1021. He stated that the current IID Board is opposed to it and that it would be voted by the Assembly sometime soon. Mr. Gonzalez also stated the IID is set to conduct a general run for IID to exit the Coachella Valley Energy Service.

VII. ACTION CALENDER

A. Approving Participation in the Clean Mobility Options (CMO) Voucher Pilot Program for Calexico Mobility On Demand Service

Mr. Aguirre presented the Clean Mobility Options (CMO) Voucher Pilot Program to the Committee. The Clean Mobility Options (CMO) Voucher Pilot Program provides an opportunity for the Imperial County Transportation Commission (ICTC) to pursue grant funding to establish a zero-emission shared mobility option in Imperial County.

ICTC partnered with Via Transportation, Inc. (Via) to develop the grant application and to implement and operate the proposed service. Via is a leading developer of software for on-demand and dynamic transit systems. Under the proposed partnership, Via will provide turnkey operations, infrastructure, software applications, customer service, and maintenance, while ICTC will provide administration, oversight, and assistance with marketing efforts. ICTC pursued the grant opportunity to demonstrate the potential for micro-transit or "on-demand" type of public transportation services within the City of Calexico utilizing three (3) zero-emission vehicles and is currently developing the agreement between ICTC and Via to provide the required services associated with the CMO funded Calexico Mobility on Demand Service. Mr. Aguirre shared there would be multiple marketing efforts to make the residents of Calexico aware of implantation of the program.

Mr. Amparano inquired about the possibility of having the CMO program implemented in other cities and questioned why the City of Calexico was chosen to have all 3 vehicles

instead of spreading them out within the cities. Mr. Aguirre shared that the goal for the City of Calexico was to have a similar circulator service such as those in the City of Brawley (Gold Line) and the City of El Centro (Blue and Green Lines). The micro transit program will deliver a similar service to Calexico. The reason Calexico was chosen was that the demand for services far exceeded the needs for transit services.. Mr. Aguirre did express that the City of Imperial's Red Line continues to be a priority for ICTC. Mr. Moreno expressed his gratitude towards the micro-transit program and the ICTC staff.

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

1. Authorized the Chairperson to sign the resolution authorizing the Executive Director to sign the CMO program documentation and to ensure compliance with the CMO Program requirements; and,
2. Directed staff to submit the application to Caltrans.

A motion was made by [Nava-Froelich](#) and seconded by [Moreno](#) 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 <small>Plancarte</small>	Yes
County of Imperial <small>Kelley</small>	Absent
City of Westmorland	Absent
Imperial Irrigation District	Yes

Motion Passed.

- B. Imperial County Service Authority for Freeway Emergencies (SAFE) for the Preventive and Corrective Maintenance of Call Boxes on Interstate 8 and State Route 86 in Imperial County: Award Recommendation: CASE Emergency Systems, Inc.

Ms. Flores stated the Imperial County Transposition Commission (ICTC) took responsibility as the administrator of the Service Authority for Freeway Emergencies (SAFE) Program on July 1, 2020. The SAFE Program for Imperial County is responsible for the installation, operations, and administration of approximately 166 call boxes located along with State Route 86 (SR-86) and Interstate 8 (I-8). SAFE's were established by the State of California to encourage the placement of call boxes along the California Freeway systems for motorists in need of aid to obtain assistance.

SAFE has retained a maintenance contractor since the inception of the call box program to provide repair services and perform preventative measures to ensure the proper functionality of the call box system. The current vendor for these services is CASE Emergency Systems, Inc. (CASE). The existing contract between SAFE and CASE expires on May 31, 2021.

On March 15, 2021, SAFE released an RFP for Preventive and Corrective Maintenance of Call Boxes on Interstate 8 and State Route 86 in Imperial County. A total of one (1) consultant submitted a proposal which was CASE Emergency Systems, Inc. ICTC staff forwarded the RF document to various consultants and contacted various consultants to encourage possibly obtaining an additional response. Among the items reviewed to determine responsiveness, ICTC staff reviewed technical experience, proposed methodology, project team, and staff qualifications.

Ms. Flores stated the proposed average annual rate of \$45.66 per call box per month is consistent with the current pricing for similar agencies. The per call box rate would increase on an annual basis. The proposed contingency allowance for repairs is an estimated Not-To-Exceed value.

Ms. Viegas-Walker expressed her concerns regarding the program stating most of these call boxes are out of service or simply are not being used. Another concern was whether there is an option of the contract ending prior to the five years. Mr. Havens clarified this question by referring to the agreement, which states that the agreement can be terminated with at least 20 days' notice by either party. Mr. Baza stated that the call boxes are being monitored and a database is being kept by staff. Ms. Flores stated that there has been a total of 49 calls made from January to April 2021. Ms. Viegas-Walker requested a detailed report for the September meeting. Mr. Amparano inquired if the funds for the program roll over to the following years and what was to happen to non-used funds after the five years. Mr. Aguirre shared the funds do in fact roll over and all non-used funds are to stay within the SAFE program.

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

1. Approved the award of the Agreement for the Preventive and Corrective Maintenance of Call Boxes on Interstate 8 and State Route 86 in Imperial County to *CASE Emergency Systems, Inc.* in the amount of \$504,773.60 for a five-year period.
2. Authorized the Chairperson to sign the agreement.

A motion was made by [Nava](#) and seconded by [Goodsell](#) 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 <small>Plancarte</small>	Yes
County of Imperial <small>Kelley</small>	Absent
City of Westmorland	Absent
Imperial Irrigation District	Yes

Motion Passed.

VIII. NEXT MEETING DATE AND PLACE

- A. Ms. Viegas -Walker requested the Commissioners to complete a poll on whether they would like to continue to have the monthly meetings via Zoom or in person moving forward. It was determined in person meetings would be available for those who would like to join in July. The next meeting of the **Imperial County Transportation Commission** will be held on **June 23, 2021 at 6:00 p.m.**, at the **ICTC Offices**, 1503 N. Imperial Ave., Suite 104, El Centro, CA 92243 via Zoom Meeting.

IX. ADJOURNMENT

Meeting adjourned at 7:24 p.m.

**IMPERIAL COUNTY TRANSPORTATION COMMISSION
MANAGEMENT COMMITTEE
DRAFT MINUTES OF June 9, 2021
10:30 a.m.**

VOTING MEMBERS PRESENT:

City of Brawley	Tyler Salcido
City of Calexico	Absent
City of Calipatria	Rom Medina
City of El Centro	Marcela Piedra
City of Holtville	Nick Wells
City of Imperial	Dennis Morita
County of Imperial	Absent
County of Imperial	Esperanza Colio-Warren
Imperial Irrigation District	Ismael Gomez
City of Westmorland	Absent
ICTC	Mark Baza

STAFF PRESENT: David Aguirre, Audrie Tapia, Michelle Bastidas, Marlene Flores, Virginia Mendoza, Maricela Galarza, Daveline Villasenor

OTHERS PRESENT: David Salgado: SCAG; Maurice Eaton, Rafael Reyes, Ryan Fallica, Daniel Hernandez, Hanh Dung Khuu, Ben Guerrero, Alex Araiza, Vanessa De La Rosa, Beth Landrum: Caltrans; Cesar Sanchez: First Transit; Alexis Brown: City of Imperial, Rebecca Terrazas-Baxter: County of Imperial, Jurg Heuberger: Lafco

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 9, 2021, together with staff reports and related documents attached thereto and incorporated therein by reference.

I. CALL TO ORDER AND ROLL CALL

Chair Tyler Salcido called the Committee meeting to order at 10:34 a.m., roll call was taken and a quorum was present.

II. EMERGENCY ITEMS

There were none.

III. PUBLIC COMMENTS

There were none.

IV. CONSENT ITEMS

A motion was made by [Colio-Warren](#) seconded by [Morita](#) to approve the consent calendar as presented; Roll call was taken:

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 Rouhotas	Absent
County of Imperial Warren	Yes
City of Westmorland	Absent
Imperial Irrigation District	Absent

Motion carried unanimously.

- A. Approval of Management Committee Draft Minutes: May 12, 2021
- B. Received and Filed:
 - 1. ICTC Commission Draft Minutes: May 26, 2021
 - 2. ICTC TAC Minutes: April 22, 2021
 - 3. ICTC SSTAC Minutes: May 5, 2021

V. REPORTS

- A. ICTC Executive Director
 - Mr. Baza provided an update from the report on page 27 of the agenda.
 - As a result of the pandemic and the inability to conduct formal public gatherings, ICTC issued physical surveys to passengers on vehicles and in person at transit facilities throughout the county to generate responses related to purported unmet transit needs. ICTC also posted electronic surveys on all transit websites and its social media outlets. Mr. Baza informed the committee the FY 2021/2022 Unmet Transit Needs Hearing will be held virtually on June 7, 2021, at 4: 00 p.m.
- B. Southern California Association of Governments (SCAG)
 - Mr. Salgado provided updates from the report on page 36 of the agenda.
 - o SCAG Scholarship committee took action to approve the award of eleven scholarships at the May 24, 2021, SCAG Scholarship Committee Meeting SCAG Regional Council Member and El Centro City Mayor Chery Viegas-Walker chaired the Committee. Seventy-five applications were received of which twenty-eight were forwarded to the committee for review. Eleven total were awarded and 2 specifically were funded to Imperial County students.
 - o SCAG partnered with University of California, Davis to launch a survey to investigate the evolving nature of the impacts of the Pandemic on transportation in the SCAG Region. SCAG will be conducting another round of surveys to further advise the study. Once the survey is released, it was encouraged to compete the survey. For further information please reach out to David Salgado.
 - o SCAG adopted a resolution which directs SCAG staff to develop a "Broadband Action Plan." That would provide a model resolution and policy paper for local jurisdictions, pursue funding opportunities and partnerships to assist local jurisdictions with broadband implementation, convene a working group, and further support broadband planning and data research.
- C. Caltrans Department of Transportation – District 11
 - Mr. Hernandez provided updates from the report on page 57 of the agenda.

- The I-8 Imperial Avenue Interchange concrete pour is set to be schedule the second week of July for anyone who would like to join, more information will be released later this month.
- The SR-98 Widening Project is still on suspension as for a biologist is scheduled to complete another nest survey. If all goes well construction might continue by July 15 or the latest August
- The SR-111 Niland Geyser/Mud Pot is currently active, and the caldera continues to be approximately 20 feet away from the SR-111.
- Mr. Guerrero provided information on page 58 of the agenda.
 - Midway Travelway Crew performed crack sealing operation on I-8 at Winterhaven Dr./Sidewinder Rd. Ogilby Rd. and fence repairs at the sand hills rest area.
 - El Centro Functional/Landscape sign and maintenance addresses service request to refresh pavement markings throughout Imperial County.
 - Caltrans is kicking off outreach efforts for the Caltrans Active Transportation Plan (CAT) Plan. A survey to help gather information has been developed and District 11 will be contacting schools, cities, and community organizations to help spread the word of the survey.
 - Project Study Report for Forrester Road Improvements will have a technical working group meeting in June to discuss the study.
 - Annual Exhibits 9-B and 9-C forms are past due for some cities. Failure to submit the completed forms may delay processing of Request for Fund Authorization.
 - California Transportation Commission (CTC) Allocation Requests must be submitted two months prior to the preferred CTC meeting date. June 18, 2021 is the deadline for the August 18-19, 2021 CTC meeting.
 - Quality Assurance Program (QAP) approval expires in September 2021 for the County of Imperial and in January 2022 for the City of Imperial. Updated Quality Assurance Program (QAP) packages must be submitted to the Local Area Engineer. Otherwise, no Construction funding authorization requests will be processed.
 - Local agencies must comply with all Title VI requirements – LAPM Section 9.2, Title VI compliance is subject to review at any time.

- D. Committee Member Reports
- There were no updates.

VI. ACTION CALENDAR

- A. Accept the document as completed for the Imperial County Regional Action Plan

A motion was made by [Salcido](#) seconded by [Medina](#) for approval to have this action moved up prior to Reports.

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 Rouhotas	Absent
County of Imperial Warren	Yes
City of Westmorland	Absent
Imperial Irrigation District	Absent

Motion carried unanimously.

Ms. Mendoza informed the Committee consultants Brenda Hom and Poonam Bopari from Ascent Environmental had prepared a presentation with further information regarding the Regional Action Climate Plan.

The Imperial County Transportation Committee (ICTC) developed the Imperial County Regional Climate Action Plan (Regional CAP) through funding from the Southern California Association of Governments (SCAG). The purpose of the Regional CAP is to address the impacts of climate change and reduce greenhouse gas (GHG) emissions in the Imperial Valley region which includes the County of Imperial (County) and the cities of Brawley, Calexico, Calipatria, Holtville, El Centro, Imperial, and Westmorland. The Regional CAP is consistent with and complementary to statewide legislation and regulation, and establishes local strategies, measures, and actions aimed at reducing GHG emissions

It was requested that the Technical Advisory Committee and ICTC staff forward this item ICTC Management Committee and Commission for their review and consideration, after public comment if any.

1. Accept the document as completed for the Imperial County Regional Action Climate Plan

A motion was made by Wells seconded by Morita. Roll call was taken:

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 Rouhotas	Absent
County of Imperial Warren	Yes
City of Westmorland	Absent
Imperial Irrigation District	Yes

Motion carried unanimously.

- B. Draft ICTC Overall Work Program (OWP) and Budget, FY 2021/2022

Mr. Aguirre announced despite the Covid-19 Pandemic, the previous fiscal year of 2020/2021 was a productive year for ICTC in growth to implement capital projects and growth as a Council of Governments (COG) for non-transportation programs as well as the work completed in the Regional Transportation and Transit Programs.

This new Fiscal Years budget (FY 2021/2022) of \$52 million is the largest budget since ICTC's inception. This is due in part with the addition of capital grant award funds of \$27.5 million for the Calexico East Bridge Widening, and other state and federal grant awards. Mr. Aguirre shared a few of the key milestones and accomplishments ICTC has had over the past year.

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

1. Adopt the Draft ICTC Overall Work Program (OWP) and Budget for FY 2021/2022

A motion was made by [Wells](#) seconded by [Medina](#). Roll call was taken:

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 Rouhotas	Absent
County of Imperial Warren	Yes
City of Westmorland	Absent
Imperial Irrigation District	Yes

Motion carried unanimously.

- C. Donation Acceptance Agreement between U.S. General Services Administration (GSA) and Imperial County Transportation Commission (ICTC) for the Calexico East Port of Entry Bridge Widening Project

Mr. Baza shared the Imperial County Transportation Commission is in coordination with General Services Administration (GSA), D=Federal Highway Administration (FHWA) and Caltrans will facilitate and deliver the Calexico East Port of Entry (POE) bridge widening over the All-American Canal project. The project will facilitate traffic and trade flow to the existing U.S federal primary inspection booths, reduce delays, idling times, and improve air quality emissions.

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

1. Authorize the Chairperson to sign the Donation Acceptance Agreement between U.S. General Services Administration (GSA) and Imperial County Transportation Commission (ICTC) for the Calexico Eat Port of Entry Bridge Widening.

A motion was made by [Medina](#) seconded by [Colio-Warren](#). Roll call was taken:

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 Rouhotas	Absent
County of Imperial Warren	Yes
City of Westmorland	Absent
Imperial Irrigation District	Yes

Motion carried unanimously.

VII. IVRMA ACTION CALENDAR

A. Draft IVRMA Budget, FY 2021/2022

Ms. Villasenor provided a brief summary of the IVRMA Budget for FY 2021/2022. Ms. Villasenor shared the membership portion of the FY 21/22 IVRMA Budget reflects an increase from \$289,689.00 (FY 20-21) to \$377,601 (FY 201-22) for a total 30% increase. An increase in Professional & Spec Serv-Wages is reflected assuming the minimum wage increase beginning January 2022 and the proposed acquisition of a new temporary Outreach position that will assist each city and county with outreach functions associated with CalRecycle's senate Bill 1383, Food Recovery Program and AB1826, Mandatory Organic Commercial Recycling Mandates.

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

1. Adopt the Draft IVRMA Budget for FY 2021/2022

Ms. Piedra expressed her concerns with the proposed outreach position and recommended to move forward with the action not funding the Outreach coordinator at this time.

A motion was made by [Piedra as amended](#) and seconded by [Salcido](#).

Roll call was taken:

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 Rouhotas	Absent
County of Imperial Warren	Yes
City of Westmorland	Absent
Imperial Irrigation District	Absent

Motion carried unanimously.

VIII. PRESENTATION CALENDER

A. Caltrans Active Transportation Plan

A presentation was made by Caltrans Staff regarding the Caltrans Active Transportation Plan. Caltrans District 11 is developing an active transportation plan to identify bicycle and pedestrian improvements on, across, or parallel to the State Highway System (SHS). The SHS, which is generally owned and operated by Caltrans, is made up of urban freeways and rural highways. SHS facilities are classified as State Routes (SR) or Interstates (I). Local highways, such as SR-52 and freeways such as I-8, along with the onramps, off-ramps, overpasses, and underpasses make up what is referred to as Caltrans Right of Way. More information on Caltrans plans and projects can be found on www.catplan.org/district-11

IX. The next meeting of the Management Committee is scheduled for July 14, 2021, at the ICTC Offices and via Zoom Meeting.

X. ADJOURNMENT

A. Meeting adjourned at 11:55 a.m. (Gomez/Colio-Warren)



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TECHNICAL ADVISORY COMMITTEE

DRAFT MINUTES

April 22, 2021

Present:

Gordon Gaste	City of Brawley
Abraham Campos	City of El Centro
Veronica Atondo	County of Imperial
Jesus Villegas	City of Imperial
Lili Falomir	City of Calexico
Joel Hamby	City of Westmorland
Frank Fiorenza	IID

Others:

Virginia Mendoza	ICTC
Mark Baza	ICTC
Marlene Flores	ICTC
Audrie Tapia	ICTC
David Salgado	SCAG
Lorianne Esturas	SCAG
Guillermo Sillas	City of Brawley
Manuel Cabrera	City of Brawley
Ana Gutierrez	City of Brawley
Javy Luna	City of El Centro
Christian Rodriguez	City of El Centro
Catherine Gutierrez	City of El Centro
Felix De Leon	City of El Centro
Angel Hernandez	City of El Centro
Marco Coronel	City of Imperial
Elva Pacheco	City of Imperial
Ben Guerrero	Caltrans
Ryan Fallica	Caltrans
Daniel Hernandez	Caltrans
Denise Marin	The Holt Group
Francisco Barba	The Holt Group
Deborah McGarrey	So Cal Gas

1. The meeting was called to order at 10:05 a.m. A quorum was present and introductions were made. There were no public comments made.

2. A motion was made to adopt the minutes for March 25, 2021 (Falomir /Atondo) **Motion Carried.**

3. **Caltrans Updates / Announcements** (Presented by: Ben Guerrero):

- Caltrans provided general information on inactive projects. As of April 19, 2021, the INACTIVE and Future Inactive list was updated. Action is required by the County of Imperial, as well as these five cities: Brawley, Calexico, El Centro, Holtville, and Imperial.
- February 19, 2021 was the deadline to submit Inactive invoices. District 11 must receive accurate and complete invoices to prevent de-obligation of federal funds. Agencies that do not plan to send an invoice by May 20, 2021, must submit a justification. A complete list of Inactive Projects can be found on <https://dot.ca.gov/programs/local-assistance/projects/inactive-projects>
- The “FLAPplication” deadline is May 27, 2021. FLAP intends to supplement State, local and tribal resources for public roads, trails, transit systems, and other transportation facilities. More information is available through the following link, which includes a recorded webcast presentation –<https://highways.dot.gov/federal-lands/programs-access/ca>.
- The U.S. DOT Office of Civil Rights has extended guidance to June 30, 2021 for Disadvantaged Business Enterprise (DBE) program requirements and certification procedures during the public health emergency.
- The Last California Transportation Commission (CTC) is June 23, 2021. Caltrans District 11 must receive all documents on or before April 23, 2021.
- Local agencies may begin reimbursable Preliminary Engineering (PE) work prior to receiving federal authorization for such work, assuming the project and PE phase are included in a federally approved Federal Statewide Transportation Improvement Program (FSTIP) document or an FSTIP amendment prior to incurring costs.
- The Exhibit 6-A Preliminary Environmental Study (PES) Form is now Electronic Signature-fillable. You can find the form at <https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms>.
- Ben Guerrero provided a presentation regarding the Project Authorization Process with a focus of The Master Agreement.
- Daniel Hernandez provided an update regarding the I-8 Bridge. A view from the north west quadrant was provided. The project civil work is scheduled to be completed by November 2021. A tour is set to be scheduled to visit the site project location.

4. **SCAG Updates / Announcements** (Presented by David Salgado):

- **SCAG 2021 General Assembly:** The annual convening of the SCAG General Assembly is scheduled for Thursday, May 6th, 2021. The meeting will be held remotely. The complete agenda packet is posted and available. Please contact SCAG RAO David Salgado with any questions regarding the 2021 SCAG General Assembly.
- **SCAG Regional Data Platform (RDP):** SCAG has been reaching out to cities promoting the Regional Data Platform (RDP) and the Local Information Services Team (LIST). SCAG has created the LIST in an effort to support the rollout of the RDP and other housing and data support needs. SCAG is focused to be a resource to the members moving forward.
- The 32nd Annual Demographic Workshop registration is currently open which is scheduled to be held in the month of June. The topic this year will be The Post Pandemic-City, more information can be found on <https://scag.ca.gov/demographics>.

5. **Cities and County Planning / Public Works Updates:**

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

6. ICTC Updates / Announcements

Presented by ICTC Staff

a. Transit Planning Updates

- Virginia Mendoza provided a brief update on transit planning. ICTC is still operating under COVID-19 requirements those which include Free fares for Transit riders with the exception of Medtrans.

b. Transportation Planning Updates

1. Imperial County Regional Active Transportation (ATP)

- Virginia Mendoza provided an update regarding the Imperial County Regional Active Transportation Plan (ATP) to TAC members. A Kickoff Meeting was held on March 17, 2021. A couple of meetings have been held as well as a tentative meeting with the committee is scheduled for May 19, 2021, which will include the project plans and efforts. The Project is scheduled to be completed by February 2022. The initial goal of the project is to prepare a detailed localized Active Transportation Plan focused on bicycle, Safe Routes to School, Complete streets, and other ATP strategies that will connect to its surroundings.

Regional Climate Action Plan (CAP) Draft Update

- The Regional Climate Action Plan is scheduled to be presented to local jurisdictions Council/Board for review and approval for the months of May or June 2021. Feedback of the draft has been received from all with the exception the County of Imperial. Additional information such as surveys and videos regarding the Regional Climate Action Plan can be found on the ICTC Website at <http://www.imperialctc.org/regional-climate-action-plan/>.

FY 2020-21 Programmed Project Obligation Updates

- Virginia Mendoza reviewed the FY 2020-21 State and Federal Funded Project Obligation Lists with updates provided from the Cities and County of Imperial.
- Mark Baza shared the great news stating ICTC has gotten approved for the Calexico On Demand Transit Service for the City of Calexico. The service includes curve to curve appointments via online and phone. Smaller renewable energy vehicles will be utilized to provide this service. There is a three-year commitment in place ICTC is scheduled to fund the fourth year. More information regarding this service is to come.
- The Conceptional design for the Calexico Transit Design approvals are in the works.

7. General Discussion / New Business

- Next TAC meeting will be on May 27, 2021 via Zoom

8. Meeting adjourned at 12:04 a.m.



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SOCIAL SERVICES TRANSPORTATION ADVISORY COUNCIL

DRAFT MINUTES

May 5, 2021

Present

Voting Attendees:

Ted Ceasar	Consumer
Sarah Enz	Area Agency on Aging (AAA)
Mitzi Perez	ARC Imperial Valley
Raul Cordova	Work Training Center (WTC)
Kitty Gay	Imperial County Public Health (ICPH)
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 Aguilar	IVT Ride

1. Ms. Enz called the meeting to order at 10:01 a.m. **A quorum was not present.** Introductions were made.
2. Minutes were reviewed for April 7, 2021. **Motion carried forward to next meeting.**
3. CTSA Reports:

Mr. Aguirre had the following updates:

- The free fares program is ongoing across all services except IVT Medtrans and will continue for a few more months. ICTC will keep everyone updated on the program.
- AVL CAD project is about 90% completed, still working on minor hardware and software issues. It is expected to roll out around the July and August timeframe.
- ICTC's Coordinated Plan is ongoing. Its current phase involves outreach efforts which are taking place; May 5, 7:30 am-10:30 am (Calexico Transit Center, East Third Street), and Thursday, May 6, 3:00 pm-6:00 pm (El Centro Transit Center, Seventh & State Streets).

Ms. Galarza had the following updates:

- Staff coordinated with Ms. Lopez from the WorkAbility I program at IVROP to conduct several presentations, these will be focused on the disabled high school seniors who are in a

transitioning point, nevertheless, continuing school and/or work life, etc. Some presentations were already conducted such as for Central Highschool, Southwest Highschool, and Imperial Highschool. In the next few days, more presentations will be conducted at Calipatria Highschool, Brawley Highschool, and Holtville Highschool. This a great opportunity to reach out to them and present the different transportation options they have.

- Outreach has been initiated by dropping off brochures and rider guides to schools to make the information available to the students. Staff will begin to drop off brochures to any agency that needs more.
- Staff is available to conduct presentations via zoom, either to agencies or a group of individuals.

4. Transit Operator 3rd Quarter Reports:

IVT Transit; Mr. H. Sanchez presented the 3rd quarter report for service.

- From January to March passenger count started to rise.
- IVT circulators are slowly rising in passenger count, but the Goldline in Brawley has been doing well.
- There are about 700-900 passengers during the weekdays.
- There are about 600-700 passengers on Saturday.
- There are about 175-250 passengers on Sunday.

IVT Access; Mr. C. Sanchez presented the 3rd quarter report for service.

- The service passenger count is slightly increasing.
- The service usually has two buses and 1 bus on Sunday. There is very low demand on Sunday. The service usually has 12 passengers per day and 6-7 passengers per day on Saturdays.
- Dayout continues to be closed, therefore most passengers are using the service for daily necessities. When Dayout begins ridership may rise more.
 - Mr. Aguirre clarified that the hour of operations remains the same, nevertheless, is responding by demand. If demand increases resources are available to respond to that demand.

IVT Ride; Ms. Aguilar presented the 3rd quarter report for service.

- Passenger demand has increased for the following cities: Calexico, El Centro, Heber, and Westshore.
- Westshore's service demand to Coachella has increased, in comparison to Brawley during the months of January-March.
 - Mr. Aguirre clarified that the hour of operations remains the same, nevertheless, is responding by demand. If demand increases resources are available to respond to that demand.

IVT MedTrans; Mr. Guillen presented the 3rd quarter report for service,

- There is a slight increase in the passenger count, as more clinics open service may see a continued rise in passengers.
- There is an updated brochure for service, outreach will be conducted to distribute brochures to clinics and facilities.
- Service is provided on demand, there are 2 buses and send either bus, 7 am or 10 am, depending on what is needed.
 - Mr. Aguirre clarified that 2 buses were modified to work around demand. Although if both were needed, the service is ready to respond. The hours of operation of the service remain the same. ICTC has applied to extend the free fares program, but this time including IVT MedTrans. This will possibly help boost ridership for the

service.

- Ms. Gay expressed gratitude towards the grant efforts for free fares. She asked about the duration of these funds.
- Mr. Aguirre added that the funds will possibly cover the program until the end of the year, but it all depends on demand and service response. For example, IVC is set to begin school in August and that ridership accounts for a lot of IVT's normal passenger count. The cost would go up initially spending the grant quicker.
- Ms. Gay expressed extended gratitude towards ICTC and other agencies that are searching for grant opportunities that benefit individuals. Individuals given the opportunity in a positive aspect to utilizing the service for free will see what a great resource it is.
- Mr. Aguirre expressed gratitude for the support.

5. General Discussion

- ICTC is conducting the UTN process, but due to COVID social distancing, a normal public hearing will not be conducted. ICTC has modified the process by creating a survey to collect feedback from the public. This was shared through email blasts, social media, service websites, and on-site on buses. In terms of the public hearing, ICTC is still moving forward with it virtually. More information will be shared as soon as it's determined.
 - Ms. Enz asked if there is an estimated date to look forward to.
 - Mr. Aguirre added that given that public notice must be posted 10 days before the meeting it is expected to have something scheduled in the next few days. ICTC is expected to complete the process before the end of the fiscal year to be able to include it in the next fiscal year's budget.

6. Adjournment

- The meeting adjourned at 10:23 a.m. ([Enz](#)), **Motion Carried.**
- The next meeting will be held on Wednesday, June 2, 2021, at the Imperial County Transportation Commission Office, 1503 N. Imperial Ave., Suite 104, El Centro, CA 92243.

VI. REPORTS

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



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Memorandum

Date: June 18, 2021
To: ICTC Commission 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 Commission Meeting on June 23, 2021.

- 1) **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 staff completed the procurement process and award action was taken on March 24, 2021. Design phase is underway. ICTC has recently advertised a Request for Proposals for Construction Management services to provide engineering support on behalf of ICTC through design and construction. Proposals were due on May 21, 2021. ICTC received a total of four responses. The evaluation committee is currently reviewing the responses. Award recommendation is scheduled for July meetings with Management Committee and Commission.*
- 2) **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. The consultant is working on the draft Climate Action Plan (CAP) and finalizing the inventory, forecasts, and targets; anticipating a Final Draft of the CAP by Mid-March, 2021. ICTC member agencies' will have the opportunity to review the Final Draft CAP with a goal of having comments back by March 31, 2021. As we move forward with public comments, ICTC will post the CAP on their website with the intent to get feedback and comments from the public. *The Draft Regional CAP is posted in the ICTC website at <http://www.imperialctc.org/regional-climate-action-plan/>. The public review period took place April 6, 2021 to May 10, 2021. A final draft CAP has been presented to some city councils as an information item during the month of June 2021. The final draft Regional CAP was presented to the ICTC Technical Advisory Committee on May 27, 2021 and ICTC Management Committee on June 9, 2021. The Plan has also been presented to the Coalition of Labor, Agriculture and Business (COLAB) on June 9, 2021; the Imperial Valley Vegetable Growers Association (IVVGA) on June 16, 2021; and the Imperial County Farm Bureau on June 17, 2021. The Regional CAP is scheduled for presentation to the ICTC Commission on June 23, 2021.*

- 3) **State Route 86 (Northbound) Border Patrol Checkpoint:** 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. Following our ICTC Board meeting in late September 2020, ICTC has initiated a traffic study as required by Caltrans. Design work has been delayed due to Border Patrol's concern related to their ability to provide additional funding necessary to meet their operational requirements. Discussions have been on-going through to this week of March 15, 2021. On Wednesday, March 17th ICTC received confirmation from Border Patrol Headquarters in Washington D.C. that they wish to proceed with the original Canopy Design that is similar to Interstate 8 Pine Valley Checkpoint.

As discussed and confirmed with Border Patrol, ICTC will only provide the remaining funds we had available (February 2021) of approximately \$1 million to complete the traffic study, 100% design plans, and construction of the canopy, lighting related to the canopy, and traffic related improvements required by Caltrans. Border Patrol has committed paying for all other construction related costs and Border Patrol will lead the construction contract. *Border Patrol, Caltrans and ICTC are having weekly meetings to complete design plans and Caltrans Permits with a goal to begin construction in Fall 2021 with construction completed in approximately six months after construction begins.*

- 4) **Calexico Intermodal Transportation Center (ITC):** A new Intermodal Transportation Center in the City of Calexico has been part of ICTC's long range transit planning. The new Calexico ITC will serve as a regional mobility hub that will accommodate bus bays for Imperial Valley Transit in addition to the City of Calexico's private transit operators, taxis and farm labor buses. ICTC received a Congestion Mitigation and Air Quality federal program fund to complete the environmental and design plans of the new Calexico ITC. ICTC staff is in the process of completing the contract award for a consultant firm that will complete the environmental and design phase. Currently, ICTC staff is completing the Caltrans award review process with multiple Caltrans' departments. The ICTC Board adopted the agreement with Psomas on September 26, 2018. *Environmental phase is in progress with consultant team and agency partners, including the City of Calexico, Caltrans and ICTC. Design is also underway and Right of Way Acquisition will begin in Summer 2021.*
- 5) **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 23rd 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.*
- 6) **State Route 98 Widening 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 \$7 million using a combination of 2016 Earmark Repurposing, Demonstration, Traffic Congestion Relief, ICTC and local funds. *The construction start date has been delayed to August 2021 due to environmental impacts and other utility projects in progress within the project area.*

- 7) **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. ICTC and City staff have begun coordination to implement final location and infrastructure associated with the potential bus stop(s).
- 8) **Imperial Mexicali Binational Alliance Meeting:** *The last IMBA meeting was held May 8, 2021. The meeting included updates on the Calexico East Port of Entry/Mexicali II bridge Widening Project by ICTC and a detailed presentation on the Calexico West Port of Entry / Mexicali I Mexico Roadway/Bridge Improvements from Secretaria de Infraestructura, Desarrollo Urbano y Reordenacion Territorial (SIDURT). Daniel Hernandez, Senior Resident Engineer from Caltrans provided a brief update of the State Route 98 Project from Ollie Avenue to Rockwood Avenue. Plus, economic development updates from IVEDC and Mexicali counterparts. The next IMBA meeting is scheduled for July 8, 2021.*
- 9) **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.*
- 10) **SR-78/Glamis Multiuse Grade Separated Crossing Feasibility Study:** *The Study was completed and adopted by the Commission on January 27, 2021. A final study is on the ICTC website at <http://www.imperialctc.org/sr-78-glamis-crossing/>. The Study recommendations include identifying a lead agency and funding to carryout the proposed project.*
- 11) **FY 2019 Public Transit Fare Analysis:** *The final draft of the analysis was presented at the January 2021 meeting(s). The study is currently in the final public comment period. A pre-recorded bilingual presentation will be posted on the ICTC website in the upcoming weeks at: <http://www.imperialctc.org/publications-&-reports/transit-and-non-motorized/>*
- 12) **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.*
- 13) **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.*
- 14) **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. ICTC is making a request for allocation from the California Transportation Commission (CTC) for the \$7.5 million for design and construction at their June 23, 2021 meeting.*

- 15) **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 FY 20/21. 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/>

Below are the projected annual revenues for FY 2020/2021. All Imperial County cities and the county are required to submit their list of projects in order to be eligible for funding distribution.

Agency	RMRA Amount FY 2020-2021
Brawley	\$469,831
Calexico	\$725,242
Calipatria	\$132,423
El Centro	\$794,848
Holtville	\$116,508
Imperial	\$342,513
Westmorland	\$42,296
County of Imperial	\$8,185,798
TOTAL	\$10,809,459*

**Estimate source is from the California League of Cities dated May 15, 2020*

<http://californiacityfinance.com/LSR2005.pdf>

- 16) **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 was completed in the fall of 2020. The report can be found at:

<https://sandag.org/index.asp?classid=19&projectid=535&fuseaction=projects.detail>

- 17) **State Legislation for Transportation Funding – SB 1 2018 Local Partnership Program (LPP):** 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. The Imperial County received \$1,632 of Local Partnership Formulaic Program (LPFP) funds in Cycle 1 (\$1,076) and Cycle 2 (\$556) for a total of \$1,632.

List of projects for Imperial County:

Local Partnership Program (LPP) Programing for FY19/20						
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

Local Partnership Program (LPP) Programing for FY20/21						
Agency	Project Name	LPP Formulaic Funds	Local Match	Total Cost	Project Implementation Fiscal Year	Proposed CTC Programming Date
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

18) 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. 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. SBBC completed the objectives of the 2017-2020 CPUC CASF Consortia Grant cycle, which ended in June 2020. SBBC applied for a second grant cycle in summer of 2020 and was approved in the Fall for a start date of December 1, 2020. This cycle will have bi-annual reporting, every 6 months, starting this upcoming May 31, 2021 through the end of the cycle, November 31, 2023. The 2020-2023 grant cycle is currently underway. We are getting ready for the first report of the cycle, due at the end

of May. SBBC is also working on the final reporting for the previous cycle and subsequent payment from CPUC with the help of CPA, Roger Tubach and our contacts at CASF.

As of June 18, 2021 a total of \$109,369.48 have been submitted and approved for reimbursement. The remaining grant balance is \$340,630.52 out of the original \$450,000 grant award.

- 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 is 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 is the fiscal agent and has developed an MOU which will define roles and responsibilities (Audits, Administration and Project Management) of ICTC and IVEDC. SCS Engineers Tasks include the Quality Assurance Project Plan (QAPP) and project management plan as required by EPA.

- (1) The Finnell Property has 3 parcels. Phase 1 and Phase 2 reports have been finalized and 3 underground storage tanks have been excavated and disposed of. Currently assisting the property owner in identifying grant dollars to apply to the site cleanup that is being required after uncovering significant contamination.
- (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. Completed and closed out.
- (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. Completed and closed out.
- (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. With our guidance on where to relocate the project's retention basin they were able to complete construction and open the business in early 2021. Completed and closed out.
- (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 is currently under review for approval with the EPA staff. Approvals of this nature have been significantly stalled due to COVID. We expect resolution by mid May.
- (6) The Gibson property received DTSC approval on April 28, 2021. This is a former fueling station and will likely have a recommended Phase 2 site assessment.
- (7) We are working on a new potential site being considered for redevelopment by a company who wishes to develop a manufacturing facility on the north end of the City of Brawley. We are currently negotiating with the land owner and the developer for inclusion into the brownfield program.

A map of all project locations in the transit corridor is attached to this report. As of June 18, 2021, there is a remaining grant balance of \$116,504. Of the \$116,504, \$111,520 is the remaining contract balance for SCS Engineers.

FY20-21 **State** Funded Project Obligation List

Updated on 6/16/2021

State Funded Allocations: *The following is a list of projects that must submit a Request for Allocation to Caltrans Local Assistance for State approval during FY 2020/2021 (Starting July 1, 2020 thru June 30, 2021)*

Agency	Project ID	Project Name	Funding Type	Phase	State Amount in FY 2020/21 (in 000's)	Obligation Status
El Centro		Dogwood Road from Villa Road to Commercial Avenue	LPP	CON	\$339	RFA was submitted for May 2021 CTC meeting action
Holtville		Orchar Road/Cedar Avenue	LPP	CON	\$60	Obligated
County	IMP190716	Sidewalk improvements on Heffernan Avenue from 14th street to 11th street.	ATP	R/W	\$44	RFA was submitted for May 2021 CTT meeting action
County	IMP190715	Aten Road Bicycle Path Improvements from Dogwood Road to Imperial Valley College in Imperial County.	ATP	CON	\$215	Request for Extension
					\$658	

CON- Construction
PE- Design
R/W- Right of Way
RFA- Request for Allocation
ATP- Active Transportation Program
LPP- Local Partnership Program

FFY20-21 Federal Funded Project Obligation List

Updated on 6/16/2021

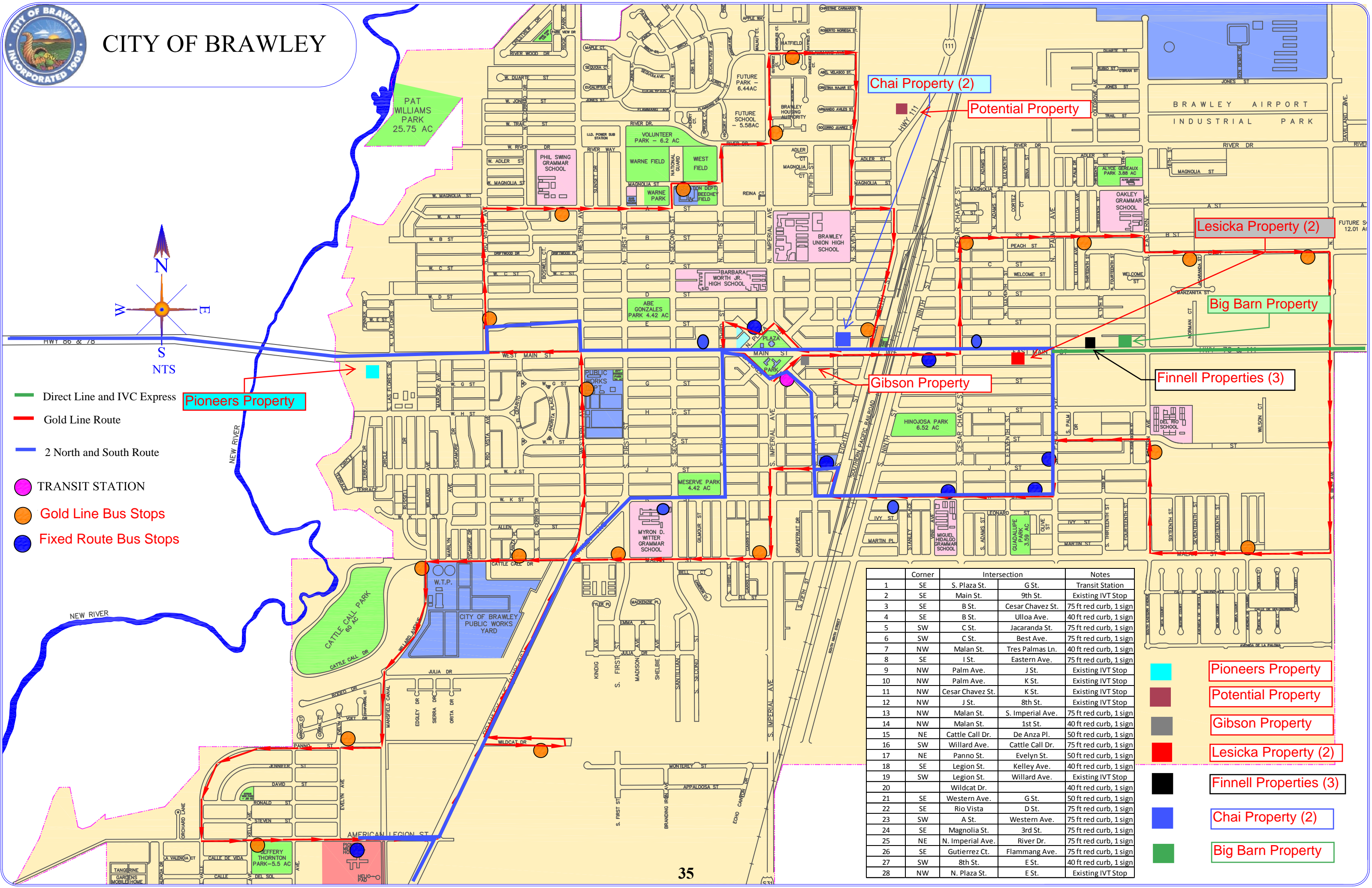
Federal funding Obligations: The following is a list of projects that must submit a Request for Authorization to Caltrans Local Assistance. Projects must obligate (E-76) federal funds in FFY 2020/2021. (Starting October 1, 2020 thru September 30, 2021)

Agency	Project ID	Project Name	Funding Type	Phase	Federal Amount in FY 2020/21 (in 000's)	Obligation Status
Brawley	IMP190701	Pedestrian and street improvements (paving of dirt road) on Legion Street between State Route 86 and Western Avenue	CMAQ	CON	\$797	Delay on RFA
Calexico	IMP191001	Weakley Street between Scaroni Blvd. and Portico Blvd. (unpaved street)	CMAQ	CON	\$291	Delay on RFA
El Centro	IMP190704	Traffic Signal Synchronization Dogwood Avenue and 8th Street	CMAQ	CON	\$343	RFA was submitted May 2021
El Centro	IMP190710	Imperial Avenue Extension Phase II	STBG	CON	\$715	Working on R/W Certification - RFA will be submitted June 2021
Holtville	IMP190705	Cedar Avenue Sidewalk Improvements	CMAQ	CON	\$193	Received E76
Imperial	IMP190301	2nd Street Rehabilitation and Reconstruction from Old SR-86 to P Street	STBG	CON	\$1,841	60% Design Plans - RFA will be submitted June 2021
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 Memphis Ave. in Niland	CMAQ	PE	\$107	Received E76
					\$4,287	

CON- Construction
PE- Design
R/W- Right of Way
RFA- Request for Authorization
CMAQ- Congestion Mitigation Air Quality
STBG- Surface Transportation Block Grant



CITY OF BRAWLEY



- Direct Line and IVC Express
- Gold Line Route
- 2 North and South Route
- TRANSIT STATION
- Gold Line Bus Stops
- Fixed Route Bus Stops

Pioneers Property

Chai Property (2)

Potential Property

Lesicka Property (2)

Big Barn Property

Gibson Property

Finnell Properties (3)

	Corner	Intersection		Notes
1	SE	S. Plaza St.	G St.	Transit Station
2	SE	Main St.	9th St.	Existing IVT Stop
3	SE	B St.	Cesar Chavez St.	75 ft red curb, 1 sign
4	SE	B St.	Uiloa Ave.	40 ft red curb, 1 sign
5	SW	C St.	Jacaranda St.	75 ft red curb, 1 sign
6	SW	C St.	Best Ave.	75 ft red curb, 1 sign
7	NW	Malan St.	Tres Palmas Ln.	40 ft red curb, 1 sign
8	SE	I St.	Eastern Ave.	75 ft red curb, 1 sign
9	NW	Palm Ave.	J St.	Existing IVT Stop
10	NW	Palm Ave.	K St.	Existing IVT Stop
11	NW	Cesar Chavez St.	K St.	Existing IVT Stop
12	NW	J St.	8th St.	Existing IVT Stop
13	NW	Malan St.	S. Imperial Ave.	75 ft red curb, 1 sign
14	NW	Malan St.	1st St.	40 ft red curb, 1 sign
15	NE	Cattle Call Dr.	De Anza Pl.	50 ft red curb, 1 sign
16	SW	Willard Ave.	Cattle Call Dr.	75 ft red curb, 1 sign
17	NE	Panno St.	Evelyn St.	50 ft red curb, 1 sign
18	SE	Legion St.	Kelley Ave.	40 ft red curb, 1 sign
19	SW	Legion St.	Willard Ave.	Existing IVT Stop
20		Wildcat Dr.		40 ft red curb, 1 sign
21	SE	Western Ave.	G St.	50 ft red curb, 1 sign
22	SE	Rio Vista	D St.	75 ft red curb, 1 sign
23	SW	A St.	Western Ave.	75 ft red curb, 1 sign
24	SE	Magnolia St.	3rd St.	75 ft red curb, 1 sign
25	NE	N. Imperial Ave.	River Dr.	75 ft red curb, 1 sign
26	SE	Gutierrez Ct.	Flammang Ave.	75 ft red curb, 1 sign
27	SW	8th St.	E St.	40 ft red curb, 1 sign
28	NW	N. Plaza St.	E St.	Existing IVT Stop

- Pioneers Property
- Potential Property
- Gibson Property
- Lesicka Property (2)
- Finnell Properties (3)
- Chai Property (2)
- Big Barn Property

Memorandum

Date: June 23, 2021
To: ICTC 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 Committee meeting for the month of June 2021.

- 1. SCAG Scholarship Committee Awards:** At SCAG's June Regional Council (RC) meeting the SCAG RC took action to approve the scholarship awardees. The SCAG Scholarship Committee took action to approve the award of eleven (11) scholarships at the May 24, 2021 SCAG Scholarship Committee meeting. SCAG Regional Council Member and El Centro City Mayor Cheryl Viegas-Walker chaired the committee. Seventy-five (75) applications were received of which twenty-eight (28) were forwarded to the committee for review. Eleven (11) total were awarded and two (2) specifically were funded to Imperial County students. Due to COVID-19 restrictions the internship portion of the scholarship program will be waived again this year.
- 2. SCAG and UC Davis: COVID-19 Mobility Study Survey:** To better understand the impact of the COVID-19 pandemic on mobility in the six-county region, SCAG partnered with University of California, Davis to launch a survey to investigate the evolving nature of the impacts of the pandemic on transportation in the SCAG region. The survey is part of an on-going investigation on the impacts of the COVID-19 pandemic on transportation and society, to understand how people are adjusting to the pandemic and to learn more about their attitudes towards future travel choices. The survey seeks to understand both the temporary and long-lasting changes that the COVID-19 pandemic may have on mobility in their region, and how various policies might affect this new "normal" in terms of modified travel behaviors and resulting impacts on equity and on the environment. SCAG will be conducting another round of surveys to further advise the study. Please take the opportunity to complete the survey once released. Please contact SCAG RAO David Salgado with any questions.
- 3. SCAG Regional Data Platform (RDP):** The Regional Data Platform will standardize regionally significant datasets, provide opportunities for local partners to update their data in real-time, and draw insights from local trends. More specifically, it will be an online tool for SCAG and local jurisdictions

to access data necessary for local general plan development and general decision making by monitoring transportation, land development trends, housing and economic growth, and sustainability conditions. The platform will also feature a data-driven collaboration hub for local jurisdictions to engage with stakeholders for individual projects, such as local and regional land use planning, active transportation planning, greenhouse gas reduction strategies and development impact assessments.

Moving beyond just technology, this platform will help government engage with data in a simpler way, allowing the interpretation of information into actionable insights and knowledge, and provide a digital venue for local agencies to engage with their residents using data as a medium.

Process wise, SCAG will enable users to improve the platform through data revision and insight sharing, empower local partners to use the platform for their own initiatives (thereby spotlighting best practices), and ultimately foster continuous experimentation at the local level by helping jurisdictions understand how their plans could impact the region's most significant challenges – transportation, jobs, housing, and sustainability.

- **Housing Element Parcel Tool (HELPR):** The HELPR tool is a readily available mapping and data tool available to SCAG member agencies and partners. The tool drills down on parcel specific data and demographics which will support the development of housing plans and general plan updates.
 - **Local Information Services Team (LIST):** SCAG has created the “Local Information Services Team” in an effort to support the roll out of the Regional Data Platform (RDP) and other housing and data support needs.
4. **SCAG Broadband Action Plan:** At the February 4th SCAG Regional Council (RC) Meeting, the SCAG RC adopted a resolution which directs SCAG staff to develop a “Broadband Action Plan.” The development of an action plan would provide a model resolution and policy paper for local jurisdictions, pursue funding opportunities and partnerships to assist local jurisdictions with broadband implementation, convene a working group, and further support broadband planning and data research. These efforts would also be developed to compliment SCAG’s ongoing efforts to support an Inclusive Economic Recovery and efforts supporting Racial Equity and Social Justice.
 5. **SCAG Aerial Imagery Project 2020-21 Update:** The flyovers have been completed and an introductory meeting was held with the vendor, EagleView. The meeting was offered to member jurisdictions and stakeholders to introduce some of the new products provided as a part of the project, which includes high resolution imagery, ortho imagery and other products. SCAG is working with the county to finalize an MOU prior to requesting local contributions for supporting the program.

BROADBAND INITIATIVE UPDATE

On May 14, SCAG Executive Director Kome Ajise and SANDAG Executive Director Hasan Ikhata participated in a panel discussion moderated by Sunne Wright McPeak, President and CEO of the California Emerging Technology Fund (CETF) and former secretary of the California Business, Transportation and Housing Agency. The panel focused on regional efforts from metropolitan planning organizations (MPO) to adopt region-wide digital equity resolutions and regional efforts to address the digital divide. SCAG and SANDAG have worked collaboratively to bring resources to Southern California and highlight current efforts to support further broadband deployment. The panel focused on the ongoing collaboration and the focused leadership both agencies have provided to Southern California in leading efforts to bridge the digital divide, highlight best practices, and advocate for more resources and collaboration.

The MPO Digital Divide Panel was a part of the "Getting Connected: A Broadband Deployment and Adoption Resource Guide for Local and Regional Government Leaders Webinar" program developed by CETF and Valley Vision Community Inspired Solutions. The webinar was developed to highlight the release of the resource guide, which is a refresh of the guide developed close to a decade ago in cooperation with CETF and the Orange County Business Council. The guide will be used as a vital tool to help accelerate the deployment and adoption of broadband throughout the State of California and was developed by Valley Vision and CETF using the many resources, best practices, and case studies available. This resource guide is especially timely in light of Governor Gavin Newsom's executive order to pursue broadband for all and adopt an action plan to achieve the state's goals.

LEGISLATIVE UPDATE

SCAG's newly elected executive board officers, including President Clint Lorimore, Second Vice President Carmen Ramirez, and Regional Councilmember Peggy Huang, met with Assemblywoman Suzette Valladares (R-Santa Clarita), who represents California's 38th Assembly District. Assemblywoman Valladares had never held elected office prior to her November 2020 victory. She shares various priorities with SCAG, including seeking ways to increase housing affordability in California while finding the right balance between local control and streamlining the approval process. She is also focused on expanding high-speed broadband access, especially for her rural constituents. Assemblywoman Valladares expressed a desire to continue conversations with SCAG to leverage our expertise in the housing and broadband arenas as she continues to learn more about these policy issues.

LETTER TO STATE LEGISLATIVE LEADERSHIP REQUESTS SUPPORT FOR LOCAL AGENCIES TO MEET STATE HOUSING GOALS

On behalf of our region's cities and counties, I sent a letter to Speaker of the Assembly Anthony Rendon and Senate President pro Tempore Toni Atkins requesting certain flexibilities for jurisdictions currently working to update their Housing Elements. Given the unusual circumstances under which jurisdictions must plan and the significantly higher housing need identified by the California Department of Housing and Community Development (HCD), the letter laid out four asks as follows:

- Allow up to 25 percent of a jurisdiction's Regional Housing Needs Assessment (RHNA) allocation to be met through preservation of naturally occurring affordable units or units "at-risk" of conversion to market rate.
- Extend the deadline for SCAG region jurisdictions to submit Housing Element updates by six months from October 2021 to April 2022.
- Modify the deadlines for required rezoning for those jurisdictions requiring a comprehensive update to its General Plan.
- Allow cities and counties to trade or transfer portions of their RHNA allocations as long as the state's Affirmatively Furthering Fair Housing (AFFH) guidelines are still achieved.

Over the past several weeks, SCAG staff has met with stakeholders, including representatives of housing advocacy organizations, HCD staff, and staff with the legislative housing and budget committees. Reactions have been mixed, but SCAG continues to advocate for these changes to not only support local jurisdictions in updating their Housing Elements, but to produce better Housing Elements. An extension of the Housing Element update deadline, for example, would allow SCAG region cities and counties to maximize the State's \$250 million investment in the Regional Early Action Planning (REAP) and Local Early Action Planning (LEAP) programs as local jurisdictions work to plan for more housing.

DEMOGRAPHIC WORKSHOP TO ADDRESS PLANNING FOR “THE POST-PANDEMIC CITY”

SCAG and the University of Southern California's Sol Price School of Public Policy will be hosting the [32nd Annual Demographic Workshop](#) in two parts on **Tuesday, June 8** and **Tuesday, June 15**. This year's workshop contemplates life in “the post-pandemic city.” [Register here to attend.](#)

PART 1: CHANGING CALIFORNIA DEMOGRAPHICS

Starting on **Tuesday, June 8 from 1:30 to 4:45 p.m.**, join us for an update on the latest in demographic trends, including migration, fertility and aging, and a look at the unequal impacts of COVID-19.

PART 2: THE POST-PANDEMIC CITY

The next webinar in the series will be held on **Tuesday, June 15 from 1:30 to 4:45 p.m.** and will feature a keynote address by **Tiffany Chu**, designer, planner and the former chief executive officer and co-founder of Remix, and now the senior vice president at Via, on the emerging neighborhood-centric mobility patterns seen during the COVID-19 pandemic. Additional panels will include a 2020 Census update and a discussion on the post-pandemic workforce, housing, and transportation.

Each part of the series will also include expert-led roundtable discussions to build skills about topics presented throughout the day. The cost of this year's workshop is free to all individuals who [register](#). For additional details about the event, visit scag.ca.gov/demographics.

SCAG ANNOUNCES 2021 SUSTAINABILITY AWARDS RECIPIENTS

SCAG is proud to announce the 2021 Sustainability Award recipients! Recipients of this year's 14th annual awards include municipalities, agencies, and nonprofit organizations – all recognized for excellence in coordinating land use and transportation to improve mobility, livability, prosperity, and sustainability. The 2021 Sustainability Award recipients by category:

- **Outstanding Achievement in Sustainability:** The City of Santa Ana, for the Santa Ana Arts Collective (SAAC) Affordable Housing and Adaptive Reuse Community
- **Active, Healthy and Safe Communities:** The City of Palm Desert, for its San Pablo Avenue Streetscape Project
- **Clean Cities – Alternative Fuels and Infrastructure:** Sunline Transit Agency, for Driving the Future of Hydrogen
- **Efficient and Sustainable Land Use:** Kounkuey Design Initiative and the City of Los Angeles, for its Adopt-A-Lot Program
- **Housing Innovation:** Clifford Beers Housing Inc., for its Isla de Los Angeles development
- **Green Region Initiative:** The San Bernardino Valley Water Conservation District, for the Upper Santa Ana River Wash Habitat Conservation Plan

[Watch the videos](#) to learn more about each project. For more information on the SCAG Sustainability Awards and to view past winners, please visit scag.ca.gov/sustainability-program-awards.

2021 STUDENT SHOWCASE

SCAG hosted the Student Showcase again in 2021, a virtual Esri StoryMap competition that challenged post-secondary students to utilize an online tool to reflect current events related to planning while using SCAG data. This is a meaningful way to tell a story or provide insight, showcase plans, and projects, engage supporters and stakeholders, illustrate the possibilities of data, and highlight the usefulness of open data at the regional level. Applications fell under two categories: Planning and Innovation. More than ten universities and community colleges were represented in this year's competition. The top projects for both categories are highlighted below:

PLANNING CATEGORY

- 1st Place – \$2,000 – Reaghan Murphy – University of Southern California
 - [Surviving SoCal's Streets: The Case for Vision Zero](#)
- 2nd Place - \$1,000 – Lacy Gugliemino – Crafton Hills College
 - [To Reach It, We Have to Teach It!](#)

INNOVATION CATEGORY

- 1st Place - \$2,000 – Irene Farr – University of California, Los Angeles
 - [Identifying Hidden open Spaces](#)
- 2nd Place - \$1,000 – Adam Doyle – California State University, Long Beach
 - [Gas to Green](#)

Congratulations to our 2021 Student Showcase award recipients!

INCLUSIVE ECONOMIC RECOVERY STRATEGY NEXT STEPS

SCAG staff provided an update on the [Inclusive Economic Recovery Strategy \(IERS\)](#) to the Regional Council at their meeting on May 6, presenting initial research, findings from their convenings, and draft recommendations for the IERS. The draft recommendations focus on the strategies and actions that SCAG is well-positioned to lead or implement with an appropriate partner in the region. SCAG is seeking stakeholder input on the findings and proposed recommendations for the final IERS. All stakeholders who live or work in the SCAG six-county region are encouraged to review the draft IERS Findings and Recommendations and submit comments by June 4. With additional feedback from the Regional Council and stakeholders, the final report and recommendations will be brought to the Regional Council in summer 2021.

SCAG AWARDED FULL REGIONAL EARLY ACTION PLANNING AMOUNT

On May 13, HCD provided a formal letter awarding SCAG its remaining full award amount of approximately \$35.6 million under the REAP grant. REAP grants are awarded to councils of governments and other multi-partner agencies such as SCAG to accelerate housing production and increase housing supply through a variety of planning programs. SCAG was awarded an early application amount of \$11.8 million in early 2020 and intends to use its full amount to continue its wide variety of programs to help local jurisdictions and partners plan for and implement the 6th cycle RHNA allocation. REAP funds must be expended by December 31, 2023. Please visit the [SCAG Housing webpage](#) for more information.

SCAG COMMENT LETTER ON DRAFT CALENVIROSCREEN 4.0

SCAG staff prepared and submitted comments on the California Office of Environmental Health Hazard Assessment's (OEHHA) Draft CalEnviroScreen 4.0 on May 14. The new version of the environmental health screening tool includes the incorporation of the most recent data available for all indicators, improvements to the calculations of some indicators, and one new indicator (Children's Lead Risk from Housing). SCAG Comments on CES 4.0 covered the absence of racial/ethnic and climate change indicators and recommendations regarding an increased emphasis on air pollution indicators and improved outreach efforts. SCAG staff is coordinating with OEHHA staff to arrange a presentation of the CES 4.0 updates for the Energy & Environment Committee meeting in June 2021.

PROJECT LIST APPROVED FOR THE SUSTAINABLE COMMUNITIES PROGRAM ACTIVE TRANSPORTATION & SAFETY CALL FOR APPLICATIONS

At its meeting on May 6, SCAG's [Regional Council approved the recommended project list](#) for the 2020 Sustainable Communities Program (SCP) Active Transportation & Safety Call for Applications. For Active Transportation Program-funded projects, SCAG will take the approved project list to the California Transportation Commission (CTC) at the [June 23-24 meeting](#) for approval. After approval, SCAG staff will begin allocation for those funded projects. SCAG staff will send award letters in the coming weeks with more details on next steps, for all projects. SCAG plans to release a fourth SCP Call for Applications this fall that will be focused on Civic Engagement, Equity, and Environmental Justice. More details will be provided on SCAG's [SCP webpage](#) with opportunities to provide feedback on the development of the guidelines this summer.

GO HUMAN UPDATE

COMMUNITY STREETS MINI-GRANTS PROGRAM RECEIVES 45 APPLICATIONS

Go Human's Community Streets Mini-Grants Program received 45 applications through its Call for Applications, which closed on May 19, in alignment with Bike Month. SCAG received applications from Los Angeles, Orange, Riverside, San Bernardino, and Ventura Counties. SCAG will announce awardees the week of June 7, funding street-level community resiliency and safety projects to address the needs of people most harmed by traffic injuries and fatalities, including without limitation, Black, Indigenous, and People of Color; people with disabilities; and frontline workers, particularly those walking and biking.

GO HUMAN RECRUITS OVER 55 COMMUNITY SAFETY AMBASSADORS FOR PILOT POPULAR EDUCATION PROGRAM (AND STILL RECRUITING)!

Go Human and California Walks have recruited over 55 Community Safety Ambassadors and are still accepting applicants for the [Community Safety Ambassador Training Program](#) for Imperial, San Bernardino, and Ventura counties! The Ambassador Program is a community engagement and leadership development opportunity working with 20 community members per county to complete a paid, virtual training program to build capacity and bridge relationships with local governments to improve walking and biking safety. Applications will be accepted through early June. You can find the application on the [Community Safety Ambassador Training Program webpage](#).

GO HUMAN CELEBRATED BIKE MONTH IN MAY

In celebration of Bike Month, *Go Human* shared bike safety resources and amplified partners' efforts to encourage biking and bike safety across the SCAG region. *Go Human's* [Every Month is Bike Month](#) blog post highlighted Ride Guides, virtual classes, promotions, and more. *Go Human's* other communications channels included partner spotlights and SCAG resources and opportunities, including *Go Human's* Community Safety Ambassador Application recruitment, Community Streets Mini Grants Calls for Applications, and opportunities for safety co-branding. Follow *Go Human* on social media at @GoHumanSoCal for Bike Month promos continuing in June because #EveryMonthIsBikeMonth.

AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES PROGRAM + GO HUMAN

Administered by the Strategic Growth Council and implemented by HCD, the Affordable Housing and Sustainable Communities Program (AHSC) builds healthier communities and protects the environment by increasing the supply of affordable places to live near jobs, stores, transit, and other daily needs. As part of the application process, applicants are required to provide a letter of support from the MPO of the region in which the project is located, indicating that the project is consistent with the most recently adopted regional transportation plan. SCAG is currently reviewing the consistency of 18 applicants with Connect SoCal. Letters of support will be provided to projects consistent with Connect SoCal's Sustainable Communities Strategy. To support the development of competitive applications, SCAG has developed guidance for applicants to leverage its *Go Human* program resources. Completed applications are due to the Strategic Growth Council on June 8. On October 28th, the Strategic Growth Council will announce their Round 6 award recipients. A report will be provided to SCAG's Community, Economic, and Human Development Committee (CEHD) after the awards have been announced. Please contact Lyle Janicek for more information at janicek@scag.ca.gov.

SCAG HOSTS ELECTRIC VEHICLE CHARGING STATION PERMITTING WEBINAR

SCAG's Clean Cities program, in partnership with the Governor's Office of Business and Economic Development (Go-Biz), hosted a virtual training session on permit streamlining for electric vehicle (EV) charging stations for stakeholders and jurisdictions in Imperial County on May 12. The training increases adoption of EVs by helping to fulfil a state directive to streamline the EV station permitting process set by Assembly Bill 1236 and achieve the Accelerated Electrification goals of Connect SoCal. Staff from seven jurisdictions and a local utility in Imperial County participated in the training, which also included information on available funding and incentive opportunities for purchasing and installing EV charging infrastructure. The goal of the small group training was to support peer-to-peer learning, share opportunities, and spur local process improvements for electric vehicle charging station permit streamlining. SCAG will continue to work with local jurisdictions across the region to assist with streamlining their EV permitting processes. For more information, please contact cleancities@scag.ca.gov.

TOOLBOX TUESDAY ABOUT ACCESSORY DWELLING UNIT AND HELPR 2.0

SCAG hosted a Toolbox Tuesday on May 18 focused on Accessory Dwelling Units (ADU) and the Housing Element Parcel (HELPR) Tool version 2.0. To support ADU planning, SCAG has collaborated with Cal Poly Pomona's Department of Urban and Regional Planning to identify parcels with potential for detached ADUs using criteria from recently amended State law and parcel-level geospatial data from SCAG. This webinar introduces the updated HELPR version 2.0 with improved visualization capabilities, jurisdictional dashboards of housing statistics, and new data and filtering capabilities based on ADU site dimensions set forth in State law. Speakers included representatives from the City of Garden Grove, Cal Poly Pomona, and SCAG. The webinar provided an extensive overview and insights regarding planning for ADUs, local ADU development trends and policies, and more. The second part of the webinar introduced SCAG's Housing Element Update GIS Support, including: Pre-certified Local Housing Data Reports, Pre-Certified Regional ADU Affordability Analysis, HELPR 2.0, and one-on-one staff training available to our members to access GIS tools. While HELPR 2.0 has not yet been posted, the initial version and housing element support materials are available on the [Housing Elements webpage](#). A recording of the webinar and downloads of the presentation are available on the [Toolbox Tuesday Online Training Materials webpage](#).

AVIATION TECHNICAL ADVISORY COMMITTEE (ATAC)

On May 4, SCAG and the San Bernardino International Airport (SBD) co-hosted a hybrid virtual/in-person Aviation Technical Advisory Committee (ATAC) meeting. After introductions from Gary Gosliga, ATAC Chair and SCAG staff, SBD Director of Aviation Mark Gibbs and SBD staff presented information about the airport and the surrounding community. Attendees for the meeting included officials and representatives from the Federal Aviation Administration (FAA), California Department of Transportation (Caltrans), Los Angeles International Airport (LAX), Ontario International Airport (ONT), John Wayne Airport (SNA), San Diego International Airport (SAN), the City of Ontario, and Kimley-Horn Consulting. Following the meeting, Mark Gibbs led a tour of SBD for in-person attendees.

California Department of Transportation



To: ICTC Commission

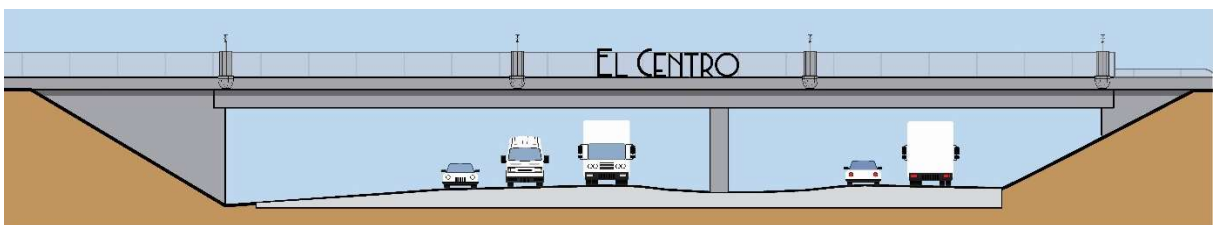
Date: June 2021

From: GUSTAVO DALLARDA
Caltrans District 11 Director

Subject: **DISTRICT DIRECTOR'S REPORT**

CONSTRUCTION

1. **I-8/Imperial Avenue Interchange:** The project includes installing two ramps that will provide direct access to southbound Imperial Avenue which will provide connectivity to southern El Centro. Work will take place weekdays over regular and extended day shifts for the next two months. Eastbound I-8/Imperial Avenue ramps will continue to be closed and are expected to be reopened late summer 2021. The El Centro City Council has approved the installation of a community identifier for this structure. Caltrans District 11 and Headquarters units are moving forward based on this approval. A rendering is shown below. The project is expected to open to traffic in late 2021 or early 2022, with plant establishment and close out work continuing through 2023.



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

2. **SR-98 Widening Project:** 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. 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 by the City of Calexico. Caltrans has completed the design and right of way phase for SR-98 widening between Rockwood Avenue and Ollie Avenue. The total project cost is estimated at \$8.2 million. *The project contract was approved on December 24, 2020 and has been*

delayed due to active bird nests. Construction may be able to start mid to late summer 2021 pending a follow up biological survey planned for 6/22/21.

3. **SR-111 Niland Geyser/Mud Pot:** The SR-111 Niland Geyser/Mud Pot is active. The caldera continues to be approximately 20 feet away from SR-111. Water from the Mud Pot continues free-flowing through the subsurface drainage installed in 2019. The original temporary detour road was opened to traffic in August of 2020. Due to the Mud Pot's unpredictable change in direction, a revised detour was required. The revised detour was completed on April 30, 2021. The detour will remain in place as the mud pot moves beyond the original freeway. <https://www.youtube.com/watch?v=Ek1buV2HA68>

PROJECT DELIVERY

1. **SR-186 All-American Canal Bridge:** This project proposes to construct a new bridge over the All-American Canal (AAC). The new bridge will improve safety and better facilitate international and interregional movement of people, goods and services. A 2019 feasibility study proposed 8 alternatives including a no-build option. The following stakeholders have been identified, Fort Yuma Quechan Indian Tribe, US BIA, US BOR, IID, International Boundary and Water Commission, County of Imperial, Union Pacific Railroad and US GSA. *Project Milestones: Project Approval/Environmental Clearance 9/2023. The Anticipated funding fiscal year for construction is 2025/26.*

MAINTENANCE AND TRAFFIC OPERATIONS

1. El Centro Travelway Crew – Brush control/guardrail repair at various locations.



2. Midway Travelway Crew – Brush control/guardrail repair at various locations.



3. El Centro Functional/Landscape – Sign/landscape maintenance, addressed service request to refresh pavement markings throughout Imperial County.
4. Brawley Travelway Crew – Pavement profiling to improve ride quality on SR-86 north of Westmoreland. Microsurfacing to follow to prevent pavement from raveling.
5. **SR-86/Customs & Border Protection Checkpoint Expansion:** ICTC received confirmation from Customs & Border Protection (CBP) HQ that they will move forward with the original canopy design similar to the I-8 Pine Valley checkpoint. Caltrans has received the 65% plans for circulation from ICTC and their consultant, AECOM. The environmental studies are being prepared by AECOM and will soon be sent for review. Caltrans will assist ICTC in coordinating upcoming meetings.

An environmental document as well all other appropriate studies will be needed to finalize the project. A series of permits will be required for existing traffic control at the checkpoint, for the inspection operations and equipment within the facility, and for a temporary checkpoint while the project is in construction. A new Freeway Maintenance Agreement will be required for the portion of the existing canopy that is within Caltrans ROW.

PLANNING AND LOCAL ASSISTANCE

1. **District 11 Active Transportation Plan:** Caltrans District 11 is kicking off outreach efforts for the Caltrans Active Transportation Plan (CAT Plan). 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. A survey to help gather information has been developed and District 11 will be contacting schools, cities and community organizations to help spread the word of the survey. In addition, another outreach effort involves placing decals with scannable QR codes within Caltrans right of way. Scanning the code with a smart phone will take the user to the on-line survey. Approximately 500 12" diameter decals will be placed on sidewalks throughout San Diego and Imperial County. The decals will be in place for 2-3 months. The District 11 CAT Plan is scheduled for completion in 2022. For more information please visit: <https://www.catplan.org/district-11>
2. **Border Master Plan (BMP):** 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 draft 2021 California-Baja California BMP report was presented to the BMP Policy*



Advisory Committee and approved on February 11, 2021.
<https://calibajabmp.org/>

3. **Project Study Report: Forrester Road Improvements** Traffic increases on Forrester Road (I-8 to the City of Westmorland) have led to longer travel times and limited passing opportunities. Caltrans and ICTC are preparing a PSR that is spearheaded by a Technical Working Group (TWG) that includes the County of Imperial, the Imperial Irrigation District (IID), and the cities of El Centro, Westmorland, Imperial, and Brawley. Proposed improvements include shoulder widening, passing lanes, intersection improvements, and a bypass to the city of Westmorland. The next TWG meeting will be scheduled for July 2021.
4. **Local Assistance:**

Due June 1, 2021 – Annual Exhibits 9-B & 9-C Forms-**PAST DUE!**

Reminder that a completed “Local Agency Disadvantaged Business Enterprise (DBE) Annual Submittal Form” (Exhibit 9-B) and a “Local Agency Americans with Disabilities Act (ADA) Annual Certification Form” (Exhibit 9-C) were due by June 1, 2021 for Federal Fiscal Year 21/22 (October 1, 2021 to September 30, 2022) *Failure to submit the completed forms may delay processing of Requests for Fund Authorization (E-76).*

Link to the Local Assistance Procedures Manual:

<https://dot.ca.gov/programs/local-assistance/guidelines-and-procedures/local-assistance-procedures-manual-lapm>

Link to the Local Assistance Procedures Manual forms:

<https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms>

California Transportation Commission (CTC) Allocation Requests

Please review the attached schedule of deadlines to send requests for California Transportation Commission (CTC) allocation at the August 18-19 CTC meeting. Caltrans District 11 must receive all documents at least two months prior to the preferred CTC meeting date. *June 18, 2021 is the deadline for the August 18-19, 2021 CTC meeting.*

Quality Assurance Program (QAP) – Renewals for 2021 and 2022

As a reminder, Quality Assurance Program (QAP) approval expires in September 2021 for the County of Imperial and in January 2022 for the City of Imperial. Updated QAP packages must be submitted to the Local Area Engineer. Otherwise, no Construction funding authorization requests will be processed.

Title VI Nondiscrimination Program

Local agencies must comply with all Title VI requirements – LAPM Section 9.2, *Title VI compliance is subject to review at any time.*

www.dot.ca.gov/programs/local-assistance/guidance-and-oversight/title-vi
www.localassistanceblog.com/2020/10/29/frequently-asked-questions-faq-new-resource-for-appendix-e-of-the-title-vi-assurances

RELINQUISHMENTS

1. **SR-86** from *SR-111 to Countryside Dr, West Ralph Rd to Calle Estrella*, and east of *Brandt Rd to SR-78*. Relinquishment to County of Imperial, estimated completion 2026. (#11 on Status Map)
2. **SR-86** from *Countryside Rd to Treshill Rd*. Relinquishment to City of El Centro, estimated completion 2026. (#12 on Status Map)
3. **SR-111** from *2nd St to SR-98*. Relinquishment to City of Calexico, estimated completion 2024. (#13 on Status Map)

2021 PREPARATION SCHEDULE

CALIFORNIA TRANSPORTATION COMMISSION (CTC) MEETINGS

AGENDA ITEM(S) DUE DATES

Prepared by:

OFFICE OF CTC LIAISON

DIVISION OF FINANCIAL PROGRAMMING

CALIFORNIA DEPARTMENT OF TRANSPORTATION

As of:

August 2020

2021 California Transportation Commission (CTC) Meeting Schedule	Local Agency Submits Off System Funds Requests, Program Amendments, and Time Extensions to Caltrans Districts	District Submits Off System and On System Requests to HQ Divisions	HQ Divisions Submit Final Off System and On System Requests to Budgets	Final Agenda Language Due From HQ Divisions to Office of CTC Liaison	Final Book Items Due from HQ Divisions to Office of CTC Liaison
Date and Location:	10:00 AM District and CTC	10:00 AM HQ Divisions	5:00 PM Email to Budgets	10:00 AM Email to CTC Liaison OCTCL Email: CTCLiaison@dot.ca.gov	10:00 AM Email to CTC Liaison OCTCL Email: CTCLiaison@dot.ca.gov
Jan 27-28 - Stockton	Mon, Nov 30, 20	Mon, Dec 7, 20	Mon, Dec 14, '20	Fri, Dec 18, '20	Mon, Dec 21, '20
Mar 24-25 - San Diego	Mon, Jan 25, 21	Mon, Feb 1, 21	Mon, Feb 8, '21	Wed, Feb 17, '21	Thu, Feb 18, '21
May 12-13 - San Francisco	Mon, Mar 15, 21	Mon, Mar 22, 21	Mon, Mar 29, '21	Wed, Apr 7, '21	Thu, Apr 8, '21
June 23-24 - Sacramento	Mon, Apr 26, 21	Mon, May 3, 21	Mon, May 10, '21	Wed, May 19, '21	Thu, May 20, '21
Aug 18-19 - Los Angeles	Mon, Jun 21, 21	Mon, Jun 28, 21	Tue, Jul 6, '21	Wed, Jul 14, '21	Thu, Jul 15, '21
Oct 13-14 - Baskerfield	Mon, Aug 16, 21	Mon, Aug 23, 21	Mon, Aug 30, '21	Wed, Sep 8, '21	Thu, Sep 9, '21
Dec 8-9 - Riverside	Mon, Oct 11, 21	Mon, Oct 18, 21	Mon, Oct 25, '21	Wed, Nov 3, '21	Thu, Nov 4, '21

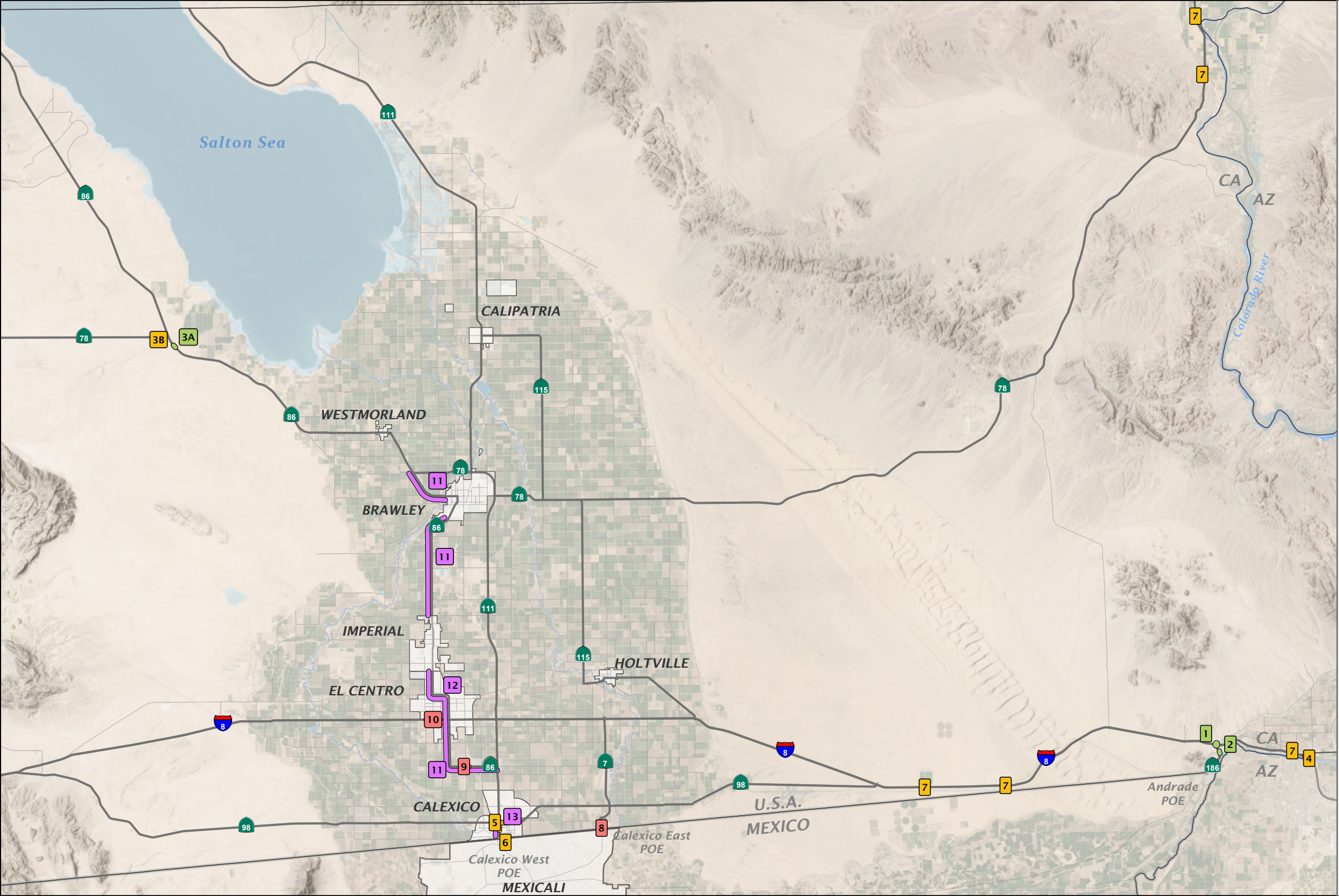
* No Scheduled Meeting in: February, April, July, September and November

Moved - July 4 (Observed)

Moved -Christmas

Moved -Christmas

IMPERIAL COUNTY STATUS OF TRANSPORTATION PROJECTS



ENVIRONMENTAL

- 1. SR-186/I-8 Quechan Interchange Improvements*
Complete June 2022
- 2. SR-186 All-American Canal Bridge
Complete Mar 2023
- 3A. SR-86 USBP Checkpoint Canopy*
Complete Sep 2021

DESIGN

- 3B. SR-86 USBP Checkpoint Canopy*
Complete Nov 2021
- 4. I-8 Colorado River Viaduct
Complete April 2021; Begin Construction September 2022
- 5. SR-98 Widening Phase 1C Ollie Ave to Rockwood Ave
Complete Feb 2020; Begin construction late Summer 2021
- 6. SR-111 Pavement Rehabilitation, Border to SR-98
Complete Nov 2020
- 7. Bridge Rehab Projects on I-8 and SR-78
Ready to List Winter 2022

CONSTRUCTION

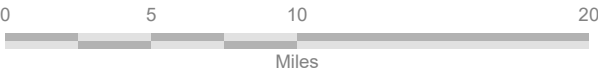
- 8. Calexico East POE Bridge Widening
Design/Build Begin Mar 2021; Complete June 2023
- 9. SR-86/Dogwood Road Intersection Improvements County Permit*
Complete Oct 2022
- 10. I-8/Imperial Ave Interchange Improvements
Open to Traffic May 2022; Complete May 2023

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 2024

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

- Environmental
- Design
- Construction
- Relinquishment



SB1: Project funded by Senate Bill 1

Abbreviations:

GSA: General Services Administration

POE: 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: 06/17/2021



VII. INFORMATION CALENDAR

A. IMPERIAL COUNTY REGIONAL CLIMATE ACTION PLAN



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

June 18, 2021

Cheryl Viegas-Walker, Chairperson
Imperial County Transportation Commission
1503 N. Imperial Ave., Suite 104
El Centro, CA 92243

SUBJECT: Imperial County Regional Climate Action Plan

Dear Commission Members:

The Imperial County Transportation Commission (ICTC) developed the Imperial County Regional Climate Action Plan (Regional CAP) through funding from the Southern California Association of Governments (SCAG). The purpose of the Regional CAP is to address the impacts of climate change and reduce greenhouse gas (GHG) emissions in the Imperial Valley region which includes the County of Imperial (County) and the cities of Brawley, Calexico, Calipatria, Holtville, El Centro, Imperial, and Westmorland. The Regional CAP is consistent with and complementary to statewide legislation and regulation, and establishes local strategies, measures, and actions aimed at reducing GHG emissions.

ICTC shared the Draft Regional CAP in March 2021 with all jurisdictions for review. A consultant team led by Ascent developed the Draft Regional CAP. The Regional CAP includes each local agency's inventory, forecast, targets, and proposed GHG reduction measures. Public review of the document was made available from April 9, 2021, through May 10, 2021. The Draft Regional CAP is available at http://www.imperialctc.org/media/managed/pdf/ICTC_DRAFT_Regional_Climate_Action_Plan_Revised2.pdf.

A coordinated, multi-jurisdictional effort is important to address climate change as climate action requires communities working together to reduce GHG emissions. The Regional CAP recognizes the shared nature of the challenge of combating climate change and the varying capacity of individual jurisdictions to achieve GHG emissions goals. The Regional CAP identifies GHG reduction strategies and measures that would be implemented on a regional level as well as jurisdiction-specific measures that would further reduce local GHG emissions. The Regional CAP will also assist the region in securing funding for sustainable and transportation projects, provide opportunities to streamline the process to approve projects, and achieve community goals requiring regional investment and participation.

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

Cheryl Viegas-Walker, Chairperson
Imperial County Transportation Commission (2)

June 18, 2021

The Technical Advisory Committee met on May 27, 2021, for discussion and recommendation. After a robust conversation, direction was given to ICTC staff to modify the action from approval to acceptance of the Plan (as completed) and presentation (to the Management Committee).

ICTC Management Committee met on June 9, 2021, and did recommend acceptance of the Plan (as completed) and presentation to the Commission. However, ICTC staff recommends presenting the Plan for information purposes only at this time as a result of discussions with the agricultural industry.

Sincerely,



MARK BAZA
Executive Director

MB/vm

Attachment

Imperial Valley Regional Climate Action Plan

Imperial County Transportation Commission



June 2021

Project Background

- Regional Climate Action Plan led by Imperial County Transportation Commission
- Intent is to quantify GHG emissions and recommend reduction strategies

ICTC Roles

- Guides development of ICTC's Long Range Transportation Plan

ICTC does not have an enforcement role related to the Regional CAP

- Regional CAP funded by Southern California Association of Governments
- Recommendations of the Regional CAP are intended to be a baseline tool for local agencies

Benefits of a Regional/Local Climate Action Plan

- Proactively plan for GHG reductions consistent with State goals
- Retain local control on actions to reduce GHGs
- Assist the region in securing funding for sustainability and transportation projects
- Streamline the process to approve projects
- Achieve co-benefits from GHG reduction measures, e.g., improved air quality

The State has stringent goals for GHG reduction that require reductions from all sources. The Regional CAP would help local agencies and sectors prepare for action based on local priorities.



Climate Action Plan Background

State Targets and Legislation

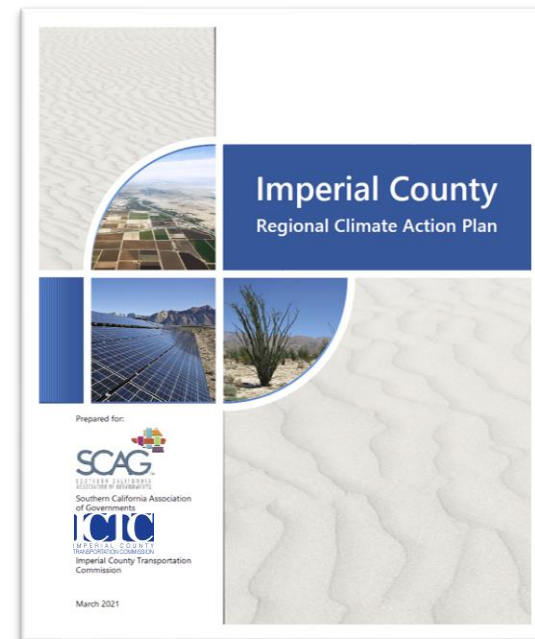
- Senate Bill 32 and Executive Order S-3-05: Reduce statewide emissions to 40% below 1990 levels by 2030 and 80% below 1990 levels by 2050.
- Local governments and transportation agencies are encouraged to reduce their GHG emissions to help meet statewide goals



CAP Overview

Purpose of the CAP

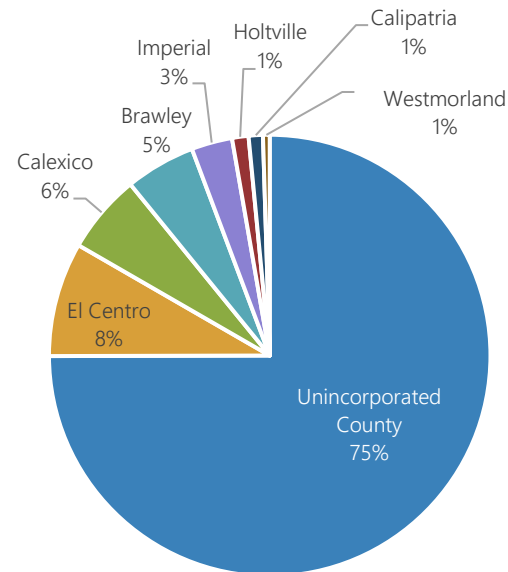
- Develop a plan for reducing GHG emissions, measuring progress, and improving quality of life for residents.
- Align local agency and industry CAP efforts with regional efforts to support GHG reduction
- Support State GHG reduction goals





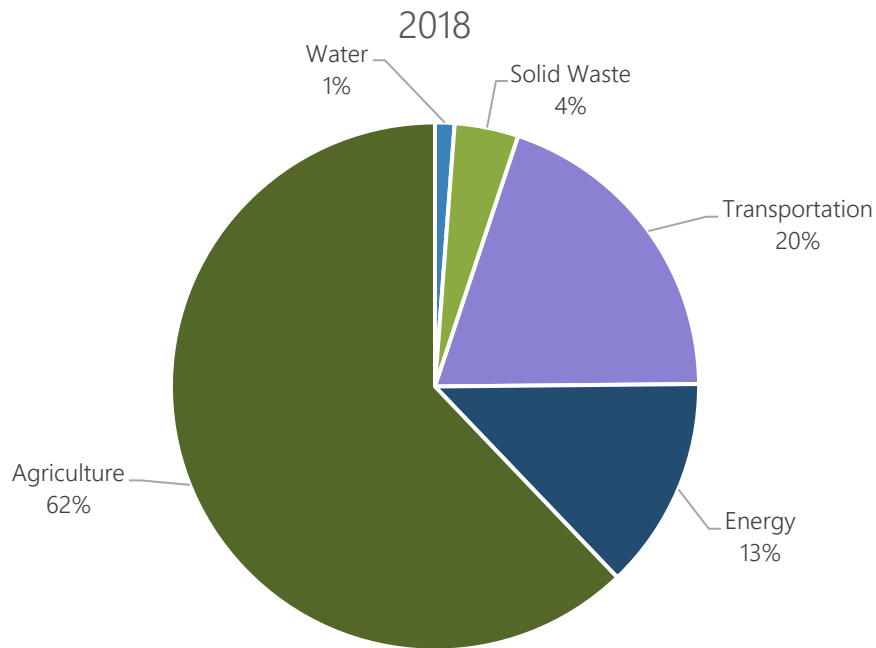
Imperial Valley Region GHG Inventory, Forecasts, and Targets

Metric Tons CO ₂ e	Inventory		Legislatively-Adjusted Forecast	
	2005	2018	2030	2050
Energy	997,307	493,133	399,025	110,340
Transportation	656,655	748,111	700,321	742,243
Water	51,492	45,133	42,698	56,710
Solid Waste	218,847	148,337	185,347	247,030
Agriculture	2,081,481	2,354,167	2,317,746	2,315,907
Total	4,005,783	3,788,882	3,645,137	3,472,230
Percent from 2005		-5%	-9%	-13%
Regional Target (Percent from 2005)			-29%	-44%
GHG Reductions Needed			58 814,083	1,219,936



2018
Regional: 3,788,882 MTCO₂e

2018 Regional Emissions





Imperial Valley Region GHG Inventory, Forecasts, and Targets (with Propane and Port of Entry)

Metric Tons CO ₂ e	Inventory		Legislatively-Adjusted Forecast	
	2005	2018	2030	2050
Energy, Transportation, Water, Solid Waste, Agriculture	4,005,783	3,788,882	3,645,137	3,472,230
Propane	13,698	19,112	24,555	33,572
Calexico Port of Entry (POE) ¹	12,649	12,649	N/A ²	N/A ²
Total with Propane and POE	4,032,130	3,820,643	3,669,692	3,505,802
Percent from 2005		-5%	-9%	-13%
Regional Target (Percent from 2005)			-29%	-44%



Photo: <http://www.bajagoodlifeneeds.com/>

¹ Data for emissions at the POEs was only available for 2015. For the purposes of this inventory, emissions estimates from 2015 were assumed constant for each inventory year. Emissions from POEs are not apportioned to individual jurisdictions.

² POE emissions were not forecasted

Outreach and Engagement Efforts

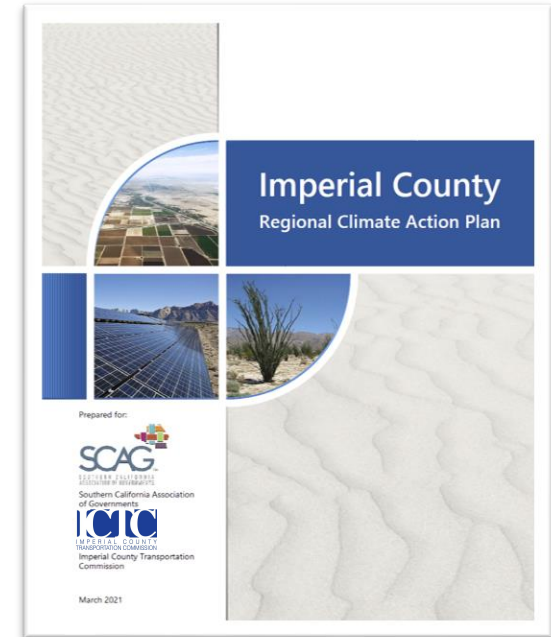
- Regular updates to member agency staff at ICTC Technical Advisory Committee that began in Summer 2019
- Series of stakeholder meetings in Summer/Fall 2020 to share inventory results and seek input on proposed strategies and measures
- Invited participants: cities, County, IID, APCD, Agricultural Commissioner
- Recorded videos providing overview of the Regional CAP posted on ICTC website, along with draft document and a survey seeking public and stakeholder input



Recommended GHG Reduction Measures

GHG Reduction Measures in Numbers

- 16 Energy Measures
- 15 Transportation Measures
- 9 Agricultural Measures
- 3 Water Measures
- 3 Solid Waste Measures
- 46 Proposed Measures (24 Quantified Measures)
- Total Reductions in 2030: 974,436 MTCO₂e





GHG Reduction Measures

Measure Considerations

- Measure effectiveness is highly dependent on individual variables, such as participation rates in agency-initiated programs
- Examples:
 - Number of EV chargers to be installed by cities at non-residential developments (T-3.2)
 - Percent of municipal energy use that would be offset by on-site solar (E-2.4)
 - Percent of new and existing residential buildings that can be electrified (E-1.3)



https://media.bizj.us/view/img/11571600/p24electrichome*1200xx5581-3139-0-105.jpg



GHG Reduction Measures

Metric Tons CO ₂ e	2030	2050
Legislatively-Adjusted Forecast	3,645,137	3,472,230
Reductions		
Transportation Measures	41,263	43,069
Energy Measures	211,503	78,906
Waste Measures	17,094	46,762
Agriculture Measures	704,576	1,244,228
Total Reductions	974,436	1,412,965
Target Reductions (Percent below 2005)	-29%	-44%
Reductions with Legislatively-Adjusted Forecast (Percent below 2005)	-9%	-13%
Reductions with Measures (Percent below 2005)	-33%	-49%

64



Summary

- Regional Climate Action Plan intent is to quantify GHG emissions and identify reduction strategies
- Proactively plan for GHG reductions consistent with State goals
- Retain local control on actions to reduce GHGs
- Assist the region in securing funding for sustainability and transportation projects
- *ICTC does not have an enforcement role related to the Regional CAP*



Thank You

Any questions?

poonam.boparai@ascentenvironmental.com
brenda.hom@ascentenvironmental.com

VIII. ACTION CALENDAR

A. DRAFT ICTC OVERALL WORK PROGRAM (OWP) AND BUDGET, FY 2021/2022

Requested Action:

1. ADOPT THE DRAFT ICTC OVERALL WORK PROGRAM (OWP) AND BUDGET, FY 2021/2022



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

June 16, 2021

Cheryl Viegas-Walker, Chairperson
Imperial County Transportation Commission
1503 N. Imperial Avenue, Suite 104
El Centro, CA 92243

SUBJECT: Draft ICTC Overall Work Program (OWP) and Budget, Fiscal Year 2021/2022

Dear Commission Members:

Despite the COVID-19 pandemic, the previous fiscal year of 2020/2021 was a productive year for ICTC in our growth to implement capital projects and our growth as a Council of Governments (COG) for non-transportation programs as well as the work completed in our Regional Transportation and Transit programs. This new Fiscal Year's budget (FY 2021/2022) of \$52 million is the largest budget since ICTC's inception. This is due in part with the addition of capital grant award funds of \$27.5 million for the Calexico East Bridge Widening project, and other state and federal grant awards. The following are some of our key milestones and accomplishments over this past year.

- Completed the transition for ICTC administration of the Service Authority for Freeway Emergencies (SAFE) that began on July 1, 2020;
- Successfully implemented a City/County staff Technical Advisory Committee for the Imperial Valley Resource Management Agency specifically for the coordination of recycling programs and local agency responsibilities;
- Completed the procurement and award for the Design-Build contract of \$20 million for the Calexico East Port of Entry Bridge Widening Project, design is underway in May 2021;
- ICTC received an additional \$7.5 million grant award from the California Transportation Commission toward completion of optional tasks for the Calexico East Port of Entry Bridge Widening Project, to include bridge rehabilitation improvements to the existing bridge structures, expand tunnels for Border Patrol traffic, and an 8-foot shoulder adjacent to the new truck lanes;
- Initiated the procurement of Construction Management services for the Calexico East Port of Entry Bridge Widening Project, award is scheduled for July 2021;
- Coordinated the re-start of the SR-86 Border Patrol Checkpoint Expansion project with Border Patrol committing to an estimated \$2.5 million of the costs necessary to complete the project in early 2022;
- Completed the IVT Public Transit Fare Analysis;
- The Imperial Valley Regionwide and Local Agency Climate Action Plans are scheduled to be completed and approved in June 2021;

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

- In partnership with Caltrans, construction has been moving forward for the I-8/Imperial Avenue Interchange Reconstruction, and we successfully coordinated the inclusion of gateway signage in partnership with the City of El Centro and Caltrans. Project is scheduled for completion in August 2021;
- Completed the FY 2020-2021 Unmet Needs process, and in June 2021 staff will kick off the FY 2021/2022 Unmet Needs process;
- Completed on behalf of the Local Transportation Authority (Measure D Sales Tax Program) and participating agencies of Brawley, Calexico, Calipatria, Imperial and the County of Imperial process for bond re-financing of the 2012 bonds, that will yield an estimated \$2.6 million in savings to the four cities and the County through the life of the bonds in 2032.
- Completed the SR-78 Glamis Grade Separation Feasibility Study;
- For FY 2020/2021, managed and administered distribution of \$14.6 Million in Measure D (half-cent sales tax) revenues for member agency road projects, and regional transit and highway projects;
- The environmental document for the Calexico Intermodal Transit Center is near completion and approval this fiscal year, with design in progress, and we will begin Right of Way acquisition in partnership with the City of Calexico during Fiscal Year 2021/2022, and pursuit of construction funding estimated at \$12.5 million;
- ICTC received a grant award in August 2020 to offer free fares for transit riders on most ICTC administered transit services, and staff has submitted an additional grant for funds to offer free fares into the new Fiscal Year 2021-2022;
- With the assistance of state and federal grant funds, your ICTC team successfully implemented “Pandemic Safety Protocols” to ensure safety, sanitation and protections on our buses for our transit users, transit bus operators and staff; and,
- On April 22, 2021, ICTC was notified that we were successful to receive an award of \$1 Million that will cover costs of vehicles and operations for a two-year micro transit demonstration of the “Calexico Mobility On-Demand Transit.” A third- and fourth-year of the demonstration will be funded by other state and federal funds. Staff will begin the work to plan and implement the demonstration project in the new Fiscal Year.

The OWP and Budget is divided into multiple sections: the Budget Summary, and the core programs of Regional Transportation Planning and Programming, Transit Operations, Planning and Program Management, Regional Collaboration and the incorporation of the SAFE and IVRMA programs. Our Budget Summary contains all the program overviews and projections and is intended to provide a general understanding of ICTC’s budgeted activities and programs for the coming fiscal year. The total ICTC Budget is estimated at \$52 million that will maintain our key services and programs; ICTC salaries and benefits; ICTC’s administration and operation costs; the 125 person transit operations staff (bus drivers, dispatchers, supervisors and operation managers) and related contract costs. The FY 21-22 budget includes a sizable expenditure associated with the Calexico East Port of Entry Bridge Widening Project. The \$54 million budget amount does not include Measure D revenues, or state and federal funds allocated for state highways, local roads and bridges in Imperial Valley.

This budget proposes ICTC staffing of eleven (11) full-time positions (two are grant funded limited term) to manage the programs and services described in this budget. The full-time positions include two Office Technicians, one Secretary/Clerk to Commission, one Administrative Analyst, one Mobility Coordinator, one Mobility Coordinator/Transit Planner, one transportation planner position, two Program Managers responsible for: Regional Transportation Planning and Programming, and Transit Planning, Programming, Contracts and Transit Service Administration, agency administration; a IVRMA Project Manager, and the Executive Director.

The budget includes funding for consultant and vendor services to continue to support the ICTC, and the Service Authority for Freeway Emergencies (SAFE) administrative functions, i.e., accounts payable, accounts receivable, payroll, various program and fiscal audits, and support services for legal counsel, planning and project programming. This budget does not include the contract services and administrative functions of the Imperial County Local Transportation Authority (LTA) or Imperial Valley Resource Management Agency (IVRMA).

A workshop was conducted on May 26, 2021, and input was received from members of the Commission and the Management Committee.

The Draft Imperial County Transportation Commission (ICTC) FY 2021/2022 Overall Work Plan (OWP) and Budget is hereby presented for your review and recommendation prior to finalization for approval to our ICTC Board. Our Draft OWP and Budget is balanced and provides for development and implementation of vital transportation projects and programs for our region.

The ICTC Management Committee met on June 9, 2021, and forwards this item to the ICTC Commission for review and approval, after the receipt of public comment, if any:

1. Adopt the Draft ICTC Overall Work Program (OWP) and Budget for FY 2021/2022.

Sincerely,



MARK BAZA
Executive Director

MB/da/cl

Attachments

FY 2021-22 OVERALL WORK PROGRAM																	
Projected Revenues																	
	1	2	3	4	5	6	7	8		9	10	11	12	13	14		
	FEDERAL				SUBTOTAL	TOTAL					STATE				SUBTOTAL	TOTAL	
A	Federal Transit Admin 5307 Urban - FTA	2021-22	\$690,000		\$690,000					A	State Transit Assistance - STA		2021-22	\$1,400,000	\$1,400,000		
B						Transportation Development Act - TDA		2021-22	\$6,300,000		Reserves		\$2,000,000	\$8,300,000			
C	Federal Transit Admin 5310 MMP - FTA	2020-22	\$143,915		\$143,915					C	State of Good Repair - SGR		\$1,047,867	\$1,047,867			
D	Federal Transit Admin 5311 Rural - FTA	2021-22	\$0		\$0					D			2016-19	\$711,223			
E	Coronavirus Aid, Relief, and Economic Security - FTA CARES ACT	2019-20	\$5,036,026		\$5,036,026					E	Low Carbon Transit Operation Program - LCTOP		2018-19	\$81,000			
F										F			2019-20	\$236,129			
G	Congestion Mitigation Air Quality - CMAQ	2016-17	\$342,732		\$342,732					G	Public Transportation Modernization, Improvement & Service Enhancement Account - PTMISEA		2021-22	\$112,871	\$1,141,223		
H	Brownfields - EPA	2016-17	\$111,520		\$111,520					H	Clean Mobility Opportunity - CMO		2021-22	\$500,000	\$500,000		
I	Better Utilizing Investments to Leverage Development - BUILD	2017-18	\$20,000,000		\$20,000,000	\$26,324,193											
J	LOCAL																
K	Fare Revenue	2021-22	\$91,000		\$91,000					K	Trade Corridor Enhancement Program - TCEP		2020-21	\$124,725	\$124,725		
L	On Hand / Interest	2021-22	\$1,055,876		\$1,055,876					L			2019-20	\$7,481,000	\$7,481,000		
M	LTA 2% and 5%	2021-22	\$3,669,699		\$3,669,699					M	Safe Authority for Freeway Emergencies - SAFE		2021-22	\$180,000	\$180,000		
N	SCAG / IVRMA / Member contr	2021-22	\$253,809		\$253,809	\$5,070,384											
O	TOTAL														\$52,199,929		
	1	2	3	4	5	6	7	8		9	10	11	12	13	14		
Projected Expenditures																	
	Service	Cost	Estimated Fares	On Hand / Int balance	CMAQ / BUILD PPM / CMO EPA / PUC / TCEP	LTA 2% & 5% SAFE	SCAG/IVRMA Member Contributions	LCTOP SGR PTMISEA		FTA Sec 5310 & 5311	FTA Sec 5307	#7079 STA AB 2551	FTA CARES ACT COVID-19	#7076 LTF SB325	Total Subsidy		
P	Regional Transit Services																
	Total	\$ 9,180,032	\$ 77,000	\$ -	\$ 500,000	\$ -	\$ -	\$ 336,000	\$ -	\$ -	\$ 690,000	\$ 1,020,000	\$ 5,036,026	\$ 1,521,006	\$ 9,180,032		
Q	Local Transit Services																
	Total	\$ 1,953,340	\$ 14,000	\$ -	\$ -	\$ 250,000	\$ -	\$ 94,000	\$ -	\$ -	\$ -	\$ 380,000	\$ -	\$ 1,215,340	\$ 1,953,340		
R	Transit Capital Vehicles																
	Total	\$ 1,952,196	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,047,867	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 904,329	\$ 1,952,196		
S	Transit Capital Construction/Facilities																
	Clx E Port Bridge Widening	\$ 29,322,300	\$ -	\$ -	\$ 27,481,000	\$ 1,841,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,322,300		
T	Acquisitions - IVT Yard/Clx ITC	\$ 2,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000	\$ 2,000,000		
U	SR-86 Border Patrol Check point	\$ 1,032,361	\$ -	\$ -	\$ -	\$ 1,032,361	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,032,361		
V	Calexico ITC	\$ 1,099,325	\$ -	\$ 45,370	\$ 342,732	\$ -	\$ -	\$ 711,223	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,099,325		
W	Total	\$ 33,453,986	\$ -	\$ 45,370	\$ 27,823,732	\$ 2,873,661	\$ -	\$ 711,223	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000	\$ 33,453,986		
X	Transit Facility Maintenance																
	Total	\$ 240,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 240,000	\$ 240,000		
Y	Transit / Planning Misc																
	Total	\$ 507,644	\$ -	\$ -	\$ -	\$ 384,738	\$ -	\$ 87,906	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,000	\$ 507,644		
Z	ICTC Transit Admin/Operations	\$ 1,130,062	\$ -	\$ 130,000	\$ -	\$ -	\$ 133,013	\$ -	\$ 143,915	\$ -	\$ -	\$ -	\$ -	\$ 723,134	\$ 1,130,062		
AA	ICTC Transit Plans/Programs	\$ 843,847	\$ -	\$ 540,107	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 303,740	\$ 843,847		
BB	ICTC Regional Planning	\$ 1,152,712	\$ -	\$ 203,500	\$ 326,725	\$ 161,300	\$ 120,796	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 340,391	\$ 1,152,712		
CC	ICTC Regional Collaboration	\$ 452,221	\$ -	\$ 70	\$ 452,151	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 452,221		
DD	ICTC SAFE	\$ 316,829	\$ -	\$ 136,829	\$ -	\$ 180,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 316,829		
EE	Total	\$ 3,895,671	\$ -	\$ 1,010,506	\$ 778,876	\$ 341,300	\$ 253,809	\$ -	\$ 143,915	\$ -	\$ -	\$ -	\$ -	\$ 1,367,265	\$ 3,895,672		
FF	ICTC Transit Fleet - Capital Reserve																
		\$ 828,060	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 828,060	\$ 828,060		
GG	Revenue Stabilization/ Operating Reserve																
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
HH	Bikes and Peds Art 3	\$ 189,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 189,000	\$ 189,000		
II	Total	\$ 52,199,929	\$ 91,000	\$ 1,055,876	\$ 29,102,608	\$ 3,849,699	\$ 253,809	\$ 2,276,996	\$ 143,915	\$ 690,000	\$ 1,400,000	\$ 5,036,026	\$ 8,300,000	\$ 52,199,929			

FY 2021-22 TRANSIT & CAPITAL PROGRAMS FINANCE PLAN															
Projected Revenues															
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	
	FEDERAL				SUBTOTAL		TOTAL		STATE				SUBTOTAL		TOTAL
A	Federal Transit Admin 5307 Urban - FTA									A					
B	Federal Transit Admin 5310 MMP - FTA				2021-22	\$690,000	\$690,000			B					
C	Federal Transit Admin 5311 Rural - FTA				2020-22	\$143,915	\$143,915			C					
D	Coronavirus Aid, Relief, and Economic Security - FTA CARES ACT				2019-20	\$0	\$0			D					
E	Congestion Mitigation Air Quality - CMAQ				2019-20	\$5,036,026	\$5,036,026			E					
F					2016-17	\$342,732	\$342,732	\$6,212,673		F					
G	LOCAL									G					
H	Fare Revenue				2021-22	\$91,000	\$91,000			H					
I	On Hand / Interest - various funds				2018-19	\$81,000				I					
J	LTA 2% and 5%				2019-20	\$236,129				J					
K	SCAG / IVRMA / Member contr				2020-21	\$112,871				K					
L	Total									L				\$21,296,258	
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	
Projected Expenditures															
	Service	Cost	Estimated Fares	On Hand / Int balance	CMAQ STIP / CMO PPM	LTA 2% & 5%	SCAG/IVRMA Member Contributions	LCTOP SGR PTMISEA	FTA Sec 5310 & 5311	FTA Sec 5307	#7079 STA AB 2551	FTA CARES ACT COVID-19	#7076 LTF SB325	Total Subsidy	
M	SERVICES														
N	CWTS IVT	\$ 5,041,433	\$ 70,000	\$ -	\$ -	\$ -	\$ -	\$ 280,000	\$ -	\$ 420,000	\$ 100,000	\$ 3,100,000	\$ 1,071,433	\$ 5,041,433	
O	CWTS IVT Blue/Green	\$ 705,752	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ 7,000	\$ -	\$ 75,000	\$ 60,000	\$ 305,000	\$ 257,752	\$ 705,752	
P	CWTS IVT Gold	\$ 367,026	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ 9,000	\$ -	\$ -	\$ -	\$ 356,026	\$ -	\$ 367,026	
Q	CWTS IVT ACCESS	\$ 1,773,790	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ 130,000	\$ 651,790	\$ 970,000	\$ -	\$ 1,773,790	
R	Calexico Pilot Transit Line	\$ 500,000	\$ -	\$ -	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500,000	
S	YCAT #5 and #10	\$ 162,063	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 162,063	\$ 162,063	
T	IVT MedTrans	\$ 629,968	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ 65,000	\$ 208,210	\$ 305,000	\$ 29,758	\$ 629,968	
	Total	\$ 9,180,032	\$ 77,000	\$ -	\$ 500,000	\$ -	\$ -	\$ 336,000	\$ -	\$ 690,000	\$ 1,020,000	\$ 5,036,026	\$ 1,521,006	\$ 9,180,032	
U	IVT RIDE	\$ 1,953,340	\$ 14,000	\$ -	\$ -	\$ 250,000	\$ -	\$ 94,000	\$ -	\$ -	\$ 380,000	\$ -	\$ 1,215,340	\$ 1,953,340	
V	Total	\$ 1,953,340	\$ 14,000	\$ -	\$ -	\$ 250,000	\$ -	\$ 94,000	\$ -	\$ -	\$ 380,000	\$ -	\$ 1,215,340	\$ 1,953,340	
W	Vehicles														
X	Bus Replacements	\$ 1,952,196	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,047,867	\$ -	\$ -	\$ -	\$ -	\$ 904,329	\$ 1,952,196	
	Total	\$ 1,952,196	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,047,867	\$ -	\$ -	\$ -	\$ -	\$ 904,329	\$ 1,952,196	
Y	Acquisition														
Z	Calexico ITC Right of Way	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000	\$ 1,000,000	
AA	IVT Operations Yard	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000	\$ 1,000,000	
	Total	\$ 2,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000	\$ 2,000,000	
BB	Construction														
CC	SR-86 Border Patrol Checkpoint	\$ 1,032,361	\$ -	\$ -	\$ -	\$ 1,032,361	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,032,361	
DD	Calexico ITC PE&D	\$ 1,099,325	\$ -	\$ 45,370	\$ 342,732	\$ -	\$ -	\$ 711,223	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,099,325	
	Total	\$ 2,131,686	\$ -	\$ 45,370	\$ 342,732	\$ 1,032,361	\$ -	\$ 711,223	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,131,686	
EE	Maintenance														
FF	EI Centro 7th /State Transfer Terminal	\$ 45,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45,000	\$ 45,000	
GG	Brawley (5th/Plaza) Transfer Terminal	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ 50,000	
HH	Calexico (3rd/Paulin) Transfer Terminal	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000	\$ 25,000	
II	EC Regional bus stop maintenance	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000	\$ 25,000	
JJ	Imperial Transfer Terminal	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ 20,000	
KK	Benches and Shelters	\$ 75,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75,000	\$ 75,000	
	Total	\$ 240,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 240,000	\$ 240,000	
LL	Miscellaneous														
MM	PTMISEA grant	\$ 87,906	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 87,906	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 87,906	
NN	Forrester/Westmorland Bypass Project Study	\$ 384,738	\$ -	\$ -	\$ -	\$ 384,738	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 384,738	
OO	Winterhaven Bus Stop	\$ 35,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,000	\$ 35,000	
	Total	\$ 507,644	\$ -	\$ -	\$ -	\$ 384,738	\$ -	\$ 87,906	\$ -	\$ -	\$ -	\$ -	\$ 35,000	\$ 507,644	
PP	ICTC Transit Admin/Operations	\$ 1,130,062	\$ -	\$ 130,000	\$ -	\$ -	\$ 133,013	\$ -	\$ 143,915	\$ -	\$ -	\$ -	\$ 723,134	\$ 1,130,062	
QQ	ICTC Transit Plans/Programs	\$ 843,847	\$ -	\$ 540,107	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 303,740	\$ 843,847	
RR	ICTC Regional Planning/Programs	\$ 340,391	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 340,391	\$ 340,391	
SS	Total	\$ 2,314,300	\$ -	\$ 670,107	\$ -	\$ -	\$ 133,013	\$ -	\$ 143,915	\$ -	\$ -	\$ -	\$ 1,367,265	\$ 2,314,300	
TT	ICTC Transit Fleet - Capital Reserve	\$ 828,060	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 828,060	\$ 828,060	
UU	Revenue Stabilization/ Operating Reserve	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
VV	Bikes and Peds Art 3	\$ 189,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 189,000	\$ 189,000	
ww	Total	\$ 21,296,258	\$ 91,000	\$ 715,477	\$ 842,732	\$ 1,667,099	\$ 133,013	\$ 2,276,996	\$ 143,915	\$ 690,000	\$ 1,400,000	\$ 5,036,026	\$ 8,300,000	\$ 21,296,258	

FY 2021-22 BUDGET - ADMINISTRATION, OPERATIONS AND PLANNING

			TRANSIT FY 21-22	PLANNING FY 21-22	REGIONAL COLLABORATION FY 21-22	SAFE FY 21-22	TOTAL FY 21-22
	1	2	3	4	5	6	7
REVENUES							
A	430000	On hand balance / interest revenue	\$ 670,107	\$ 328,225	\$ 70	\$ 136,829	\$ 1,135,231
B	446010	State Aid Other - TDA (LTF)	\$ 1,026,874	\$ 340,391	\$ -	\$ -	\$ 1,367,265
C	446445	State - STIP-PPM	\$ -	\$ 202,000	\$ -	\$ -	\$ 202,000
D	446390	State Aid-VLF S.A.F.E	\$ -	\$ -	\$ -	\$ 180,000	\$ 180,000
E	456040	FTA 5310 Mobility Coordination Program	\$ 143,915	\$ -	\$ -	\$ -	\$ 143,915
F	456040	EPA - Brownfields Assessment	\$ -	\$ -	\$ 111,520	\$ -	\$ 111,520
G	446010	PUC - Broadband	\$ -	\$ -	\$ 340,631	\$ -	\$ 340,631
H	474005	LTA	\$ -	\$ 161,300	\$ -	\$ -	\$ 161,300
I	493000	Local - Member Agency Contributions, SCAG/IVRMA Reimb and Reimbursement for Services Provided	\$ 133,013	\$ 120,796	\$ -	\$ -	\$ 253,809
J	Total Revenues		\$ 1,973,909	\$ 1,152,712	\$ 452,221	\$ 316,829	\$ 3,895,671
EXPENDITURES							
Administration and Operations							
K	501000 / 525010	Administrative Staffing and Support - 11 fulltime (1 shared w SCAG, 1 IVRMA program)	\$ 796,912	\$ 373,466	\$ 3,473	\$ 13,086	\$ 1,186,937
L	501140	Stipend	\$ 3,500	\$ 2,800	\$ -	\$ -	\$ 6,300
M	514000	Call Box Phone Charges	\$ -	\$ -	\$ -	\$ 27,087	\$ 27,087
N	517055	Insurance - Liability	\$ 176,000	\$ 33,700	\$ -	\$ 5,100	\$ 214,800
O	522000	Memberships, office exp, communications, IT, fuel and maint	\$ 35,800	\$ 23,785	\$ 70	\$ 100	\$ 59,755
P	526000	Legal notices, interpretive services	\$ 2,000	\$ 400	\$ -	\$ -	\$ 2,400
Q	528000	Rents, leases and utilities	\$ 65,350	\$ 30,850	\$ -	\$ -	\$ 96,200
R	530005	Regional Plans/Project Coordination, Webinars, Sp Dept Exp	\$ 4,500	\$ 12,000	\$ -	\$ -	\$ 16,500
S	531040	Training/Travel Expense	\$ 16,000	\$ 17,000	\$ -	\$ -	\$ 33,000
T	549000	Equipment	\$ 30,000	\$ 5,000	\$ -	\$ 170,000	\$ 205,000
U	Administration and Operations Subtotal		\$ 1,130,062	\$ 499,002	\$ 3,543	\$ 215,373	\$ 1,847,979
Professional and Specialized Projects and Services							
V	525010	Legal Services and Consultation	\$ 15,000	\$ 15,000	\$ -	\$ 5,000	\$ 35,000
W	525010	Payroll Vendor Fees	\$ 8,000	\$ 8,000	\$ -	\$ -	\$ 16,000
X	525010	Website Consultation (www.imperialctc.org)	\$ 1,500	\$ 1,000	\$ -	\$ -	\$ 2,500
Y	525070	AccuFund, COI Overhead Treasurer, Auditor Controller GSA	\$ 20,444	\$ 12,184	\$ -	\$ 300	\$ 32,928
Z	525090	CPA/auditors (external)	\$ 105,000	\$ 6,500	\$ 500	\$ 500	\$ 112,500
AA	525030	PM, Engineering Review and Support (SR-86/East Port Bridge)	\$ 373,357	\$ -	\$ -	\$ -	\$ 373,357
BB	525010	Transit Operator Drug and Alcohol Audits	\$ 12,000	\$ -	\$ -	\$ -	\$ 12,000
CC		Subtotal	\$ 535,301	\$ 42,685	\$ 500	\$ 5,800	\$ 584,285
DD	525010	IVT Maintenance Audit	\$ 16,796	\$ -	\$ -	\$ -	\$ 16,796
EE	525010	Coordinated Public Transit and Human Services Transportation Plan	\$ 35,710	\$ -	\$ -	\$ -	\$ 35,710
FF	525010	2017 IVT Bus Operations Facility Eval	\$ 161,040	\$ -	\$ -	\$ -	\$ 161,040
GG	525010	TDA Guidebook Update	\$ 50,000	\$ -	\$ -	\$ -	\$ 50,000
HH	525010	Bus Stop Signage	\$ 45,000	\$ -	\$ -	\$ -	\$ 45,000
II	525010	Consultant - Engineering & Contract Labor (Brownfield)	\$ -	\$ -	\$ 261,520	\$ -	\$ 261,520
JJ	525010	IVEDC Grant Administrative Support	\$ -	\$ -	\$ 186,658	\$ -	\$ 186,658
KK	525010	STIP / RTIP Consultant	\$ -	\$ 25,000	\$ -	\$ -	\$ 25,000
LL	525030	On Call Engineer(SR-86 & Clx E Port Bridge Widening)	\$ -	\$ 286,025	\$ -	\$ -	\$ 286,025
MM	525010	Long Range Transportation Plan	\$ -	\$ 300,000	\$ -	\$ -	\$ 300,000
NN	525010	Call Box Maintenance and Repair	\$ -	\$ -	\$ -	\$ 95,656	\$ 95,656
OO		Subtotal	\$ 308,546	\$ 611,025	\$ 448,178	\$ 95,656	\$ 1,463,405
PP	Professional and Specialized Projects and Services Subtotal		\$ 843,847	\$ 653,710	\$ 448,678	\$ 101,456	\$ 2,047,690
QQ	Total Expenditures		\$ 1,973,909	\$ 1,152,712	\$ 452,221	\$ 316,829	\$ 3,895,671

FY 2021-22 PRIOR YEAR BUDGET COMPARISON - ADMINISTRATION, OPERATIONS AND PLANNING							
	Regional Transit		TRANSIT FY 17-18	TRANSIT FY 18-19	TRANSIT FY 19-20	TRANSIT FY 20-21	TRANSIT FY 21-22
	1	2	3	4	5	6	7
REVENUES							
A	430000	On hand balance / interest revenue	\$ 571,831	\$ 365,607	\$ 448,250	\$ 627,179	\$ 670,107
B	446010	State Aid Other - TDA (LTF)	\$ 882,701	\$ 1,217,249	\$ 1,178,716	\$ 1,032,051	\$ 1,026,874
C	456040	FTA 5310 Mobility Coordination Program	\$ 104,977	\$ 110,976	\$ 144,000	\$ 199,323	\$ 143,915
D	493000	Local - Member Agency Contributions, SCAG/IVRMA Reimbursements and Reimbursements for Services Provided	\$ 25,000	\$ 17,500	\$ 27,130	\$ 137,570	\$ 133,013
E Total Revenues			\$ 1,584,509	\$ 1,711,332	\$ 1,798,096	\$ 1,996,123	\$ 1,973,909
EXPENDITURES							
Administration and Operations							
F	501000 / 525010	Administrative Staffing and Support	\$ 656,207	\$ 734,619	\$ 701,435	\$ 811,676	\$ 796,912
G	501140	Stipend	\$ -	\$ 7,200	\$ 5,850	\$ 4,440	\$ 3,500
H	517055	Insurance - Liability	\$ 71,000	\$ 78,000	\$ 103,334	\$ 129,785	\$ 176,000
I	522000	Memberships, office exp, communications, IT, fuel and maint	\$ 40,500	\$ 36,100	\$ 38,000	\$ 31,100	\$ 35,800
J	526000	Legal notices, interpretive services	\$ 4,000	\$ 4,000	\$ 5,000	\$ 2,000	\$ 2,000
K	528000	Rents, leases and utilities	\$ 57,432	\$ 63,559	\$ 63,600	\$ 64,500	\$ 65,350
L	530005	Regional Plans/Project Coordination, Webinars, Sp Dept Exp	\$ 4,500	\$ 4,500	\$ 4,500	\$ 3,000	\$ 4,500
M	531040	Training/Travel Expense	\$ 25,000	\$ 25,000	\$ 27,000	\$ 12,000	\$ 16,000
N	549000	Equipment	\$ 8,000	\$ 62,000	\$ 62,000	\$ 5,000	\$ 30,000
O Administration and Operations Subtotal			\$ 866,639	\$ 1,014,978	\$ 1,010,719	\$ 1,063,501	\$ 1,130,062
Professional and Specialized Projects and Services							
P	525010	Legal Services and Consultation	\$ 7,500	\$ 7,500	\$ 20,000	\$ 15,000	\$ 15,000
Q	525010	Payroll Vendor Fees	\$ 7,500	\$ 8,300	\$ 8,300	\$ 8,550	\$ 8,000
R	525010	Website Consultation (www.imperialctc.org)	\$ 520	\$ 600	\$ 6,600	\$ 5,810	\$ 1,500
S	525070	Accufund, COI Overhead Treasurer, Auditor Controller GSA	\$ 7,500	\$ 7,500	\$ 15,000	\$ 21,000	\$ 20,444
T	525090	CPA/auditors (external)	\$ 114,277	\$ 125,605	\$ 122,985	\$ 132,083	\$ 105,000
U	525010	HR Consultant	\$ 2,500	\$ -	\$ 15,000	\$ -	\$ -
V	525030	PM, Engineering Review and Support	\$ 20,000	\$ 50,000	\$ 200,000	\$ 300,000	\$ 373,357
W	525010	Transit Operator Drug and Alcohol Audits	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000
X		Subtotal	\$ 171,797	\$ 211,505	\$ 399,885	\$ 494,443	\$ 535,301
Y	525010	2017 IVT Bus Stop Inventory (Phase III)	\$ 150,000	\$ 60,490	\$ 17,831	\$ -	\$ -
Z	525010	IVT Maintenance Audit	\$ 14,242	\$ 14,242	\$ 14,242	\$ 16,000	\$ 16,796
AA	525010	Coordinated Public Transit and Human Services Transportation Plan	\$ -	\$ -	\$ -	\$ 125,000	\$ 35,710
BB	525010	2017 IVT Bus Operations Facility Eval	\$ 231,831	\$ 180,051	\$ 161,040	\$ 161,040	\$ 161,040
CC	525010	2018 Regional Transit Fare Analysis	\$ -	\$ 150,000	\$ 149,379	\$ 91,139	\$ -
DD	525010	Bus Stop Signage	\$ -	\$ -	\$ 45,000	\$ 45,000	\$ 45,000
EE	525010	TDA Guidebook Update	\$ -	\$ -	\$ -	\$ -	\$ 50,000
FF	525010	Update to the Short Range Transit Plan (SRTP)	\$ 150,000	\$ 80,066	\$ -	\$ -	\$ -
GG		Subtotal	\$ 546,073	\$ 484,849	\$ 387,492	\$ 438,179	\$ 308,546
HH Professional and Specialized Projects and Services Subtotal			\$ 717,870	\$ 696,354	\$ 787,377	\$ 932,622	\$ 843,847
II Total Expenditures			\$ 1,584,509	\$ 1,711,332	\$ 1,798,096	\$ 1,996,123	\$ 1,973,909

FY 2021-22 PRIOR YEAR BUDGET COMPARISON - ADMINISTRATION, OPERATIONS AND PLANNING							
	Regional Planning		PLANNING FY 17-18	PLANNING FY 18-19	PLANNING FY 19-20	PLANNING FY 20-21	PLANNING FY 21-22
	1	2	3	4	5	6	7
REVENUES							
A	430000	On hand balance / interest revenue	\$ 209,332	\$ 202,900	\$ 2,900	\$ 1,800	\$ 203,500
B	442000	State Aid for Contruction TCEP	\$ -	\$ -	\$ -	\$ 200,000	\$ 124,725
C	446010	State Aid Other - TDA (LTF)	\$ -	\$ 91,286	\$ 343,361	\$ 366,097	\$ 340,391
D	446445	State - STIP-PPM / SP & R	\$ 300,000	\$ 300,000	\$ 350,000	\$ 457,000	\$ 202,000
E	474005	LTA	\$ -	\$ -	\$ 197,300	\$ 197,300	\$ 161,300
F	493000	Local - Member Agency Contributions, SCAG/IVRMA Reimb and Reimbursement for Services Provided	\$ 143,332	\$ 120,000	\$ 127,630	\$ 127,362	\$ 120,796
G Total Revenues			\$ 652,664	\$ 714,186	\$ 1,021,191	\$ 1,349,559	\$ 1,152,712
EXPENDITURES							
Administration and Operations							
H	501000 / 525010	Administrative Staffing and Support	\$ 304,296	\$ 331,265	\$ 304,042	\$ 340,660	\$ 373,466
I	501140	Stipend	\$ -	\$ 4,800	\$ 4,800	\$ 3,900	\$ 2,800
J	517055	Insurance - Liability	\$ 15,000	\$ 17,500	\$ 21,200	\$ 26,807	\$ 33,700
K	522000	Memberships, office exp, communications, IT, fuel and maint	\$ 24,850	\$ 22,545	\$ 24,460	\$ 22,860	\$ 23,785
L	526000	Legal notices, interpretive services	\$ 600	\$ 600	\$ 800	\$ 800	\$ 400
M	528000	Rents, leases and utilities	\$ 25,851	\$ 34,923	\$ 29,800	\$ 30,643	\$ 30,850
N	530005	Regional Plans/Project Coordination, Webinars, Sp Dept Exp	\$ 4,500	\$ 5,000	\$ 5,000	\$ 3,000	\$ 12,000
O	531040	Training/Travel Expense	\$ 22,000	\$ 22,000	\$ 26,000	\$ 13,000	\$ 17,000
P	549000	Equipment	\$ 4,000	\$ 25,600	\$ 3,000	\$ 3,000	\$ 5,000
Q Administration and Operations Subtotal			\$ 401,096	\$ 464,233	\$ 419,102	\$ 444,670	\$ 499,002
Professional and Specialized Projects and Services							
R	525010	Legal Services and Consultation	\$ 7,500	\$ 7,500	\$ 10,000	\$ 15,000	\$ 15,000
S	525010	Payroll Vendor Fees	\$ 7,500	\$ 8,300	\$ 8,300	\$ 8,550	\$ 8,000
T	525010	Website Consultation (www.imperialctc.org)	\$ 515	\$ 600	\$ 3,600	\$ 2,862	\$ 1,000
U	525070	COI Overhead Treasurer, Auditor Controller GSA	\$ 250	\$ 250	\$ 10,000	\$ 10,000	\$ 12,184
V	525010	HR Consulting Services	\$ 2,500	\$ -	\$ 10,000	\$ -	\$ -
W	525090	CPA/auditors (external)	\$ 8,303	\$ 8,303	\$ 7,889	\$ 8,175	\$ 6,500
X		Subtotal	\$ 26,568	\$ 24,953	\$ 49,789	\$ 44,589	\$ 42,685
Y	525010	Long Range Transportation Plan	\$ 200,000	\$ 200,000	\$ -	\$ 200,000	\$ 300,000
Z	525010	STIP / RTIP Consultant	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
AA	525010	SR-78 Glamis Study	\$ -	\$ -	\$ 350,000	\$ 218,000	\$ -
BB	525010	Aerial Imagery	\$ -	\$ -	\$ -	\$ 20,000	\$ -
CC	525030	PM, Engineering Review and Support	\$ -	\$ -	\$ 177,300	\$ 197,300	\$ 161,300
DD	525010	Calexico E Port Bridge Widening Engineering Support	\$ -	\$ -	\$ -	\$ 200,000	\$ 124,725
EE		Subtotal	\$ 225,000	\$ 225,000	\$ 552,300	\$ 860,300	\$ 611,025
FF Professional and Specialized Projects and Services Subtotal			\$ 251,568	\$ 249,953	\$ 602,089	\$ 904,889	\$ 653,710
GG Total Expenditures			\$ 652,664	\$ 714,186	\$ 1,021,191	\$ 1,349,559	\$ 1,152,712

FY 2021-22 PRIOR YEAR BUDGET COMPARISON - ADMINISTRATION, OPERATIONS AND PLANNING							
	Regional Collaboration - Broadband & Brownfields		REGIONAL COLLABORATION FY 17-18	REGIONAL COLLABORATION FY 18-19	REGIONAL COLLABORATION FY 19-20	REGIONAL COLLABORATION FY 20-21	REGIONAL COLLABORATION FY 21-22
	1	2	3	4	5	6	7
REVENUES							
A	430000	On hand balance / interest revenue	\$ -	\$ -	\$ 20	\$ -	\$ 70
B	456040	EPA - Brownfields Assessment	\$ 300,000	\$ 288,000	\$ 265,124	\$ 204,310	\$ 111,520
C	446010	PUC - Broadband	\$ 150,000	\$ 120,000	\$ 150,000	\$ 340,631	\$ 340,631
D Total Revenues			\$ 450,000	\$ 408,000	\$ 415,144	\$ 544,941	\$ 452,221
EXPENDITURES							
Administration and Operations							
E	501000 / 525010	Administrative Staffing and Support	\$ 8,360	\$ 8,360	\$ 10,000	\$ 4,000	\$ 3,473
F	522000	Memberships, office exp, communications, IT, fuel and maint	\$ 6,300	\$ 1,800	\$ 500	\$ 168	\$ 70
G	531040	Training/Travel Expense	\$ 2,000	\$ 1,400	\$ -	\$ -	\$ -
H Administration and Operations Subtotal			\$ 16,660	\$ 11,560	\$ 10,500	\$ 4,168	\$ 3,543
Professional and Specialized Projects and Services							
I	525090	CPA/auditors (external)	\$ 26,000	\$ 18,000	\$ 17,616	\$ 1,954	\$ 500
J	525010	Consultant - Engineering & Contract Labor (Brownfield)	\$ 307,980	\$ 307,980	\$ 289,455	\$ 346,069	\$ 261,520
K	525010	IVEDC Grant Administrative Support	\$ 99,360	\$ 70,460	\$ 97,573	\$ 192,750	\$ 186,658
L Professional and Specialized Projects and Services Subtotal			\$ 433,340	\$ 396,440	\$ 404,644	\$ 540,773	\$ 448,678
M Total Expenditures			\$ 450,000	\$ 408,000	\$ 415,144	\$ 544,941	\$ 452,221

FY 2021-22 PRIOR YEAR BUDGET COMPARISON - ADMINISTRATION, OPERATIONS AND PLANNING							
	SAFE - Service Authority for Freeway Emergencies		SAFE FY 17-18	SAFE FY 18-19	SAFE FY 19-20	SAFE FY 20-21	SAFE FY 21-22
	1	2	3	4	5	6	7
REVENUES							
A	430000	On hand balance / interest revenue	\$ 6,500	\$ 6,500	\$ 15,000	\$ 15,000	\$ 136,829
B	446390	State Aid- S.A.F.E.	\$ 170,000	\$ 170,000	\$ 170,000	\$ 170,000	\$ 180,000
C Total Revenues			\$ 176,500	\$ 176,500	\$ 185,000	\$ 185,000	\$ 316,829
EXPENDITURES							
Administration and Operations							
D	514000	Communications - Phone Charges	\$ 25,000	\$ 25,000	\$ 30,600	\$ 25,000	\$ 27,087
E	517055	Insurance Liability	\$ 5,100	\$ 5,100	\$ 5,100	\$ 5,100	\$ 5,100
F	524000	Office Expense	\$ -	\$ -	\$ -	\$ -	\$ 100
G Administration and Operations Subtotal			\$ 30,100	\$ 30,100	\$ 35,700	\$ 30,100	\$ 32,287
Professional and Specialized Projects and Services							
H	525010	Consultant - Call Box Preventative Care & Maintenance	\$ 75,800	\$ 72,412	\$ 92,912	\$ 72,412	\$ 95,656
I	525010	ICTC Administrative Support, Legal & Accounting	\$ 13,500	\$ 13,500	\$ 13,500	\$ 13,500	\$ 18,386
J	525090	Auditors (external)	\$ -	\$ -	\$ -	\$ -	\$ 500
K	549000	Equipment 4G Upgrade	\$ -	\$ -	\$ -	\$ -	\$ 170,000
L Professional and Specialized Projects and Services Subtotal			\$ 89,300	\$ 85,912	\$ 106,412	\$ 85,912	\$ 284,542
M Total Expenditures			\$ 119,400	\$ 116,012	\$ 142,112	\$ 116,012	\$ 316,829

FY 2021-22 Imperial County Transportation Commission Cost Sharing Agreement

OPTION 3 (Population Distribution)

AGENCY	*POPULATION	%	Annual Base AMOUNT	Adjusted %	Annual Adjusted AMOUNT	Quarterly Billing Amount
City of Brawley	27,320	15.2%	\$ 15,176	12.6%	\$ 12,591	\$ 3,147.86
City of Calexico	40,714	22.6%	\$ 22,616	18.8%	\$ 18,765	\$ 4,691.14
City of Calipatria	3,646	2.0%	\$ 2,025	1.7%	\$ 1,680	\$ 420.10
City of El Centro	44,693	24.8%	\$ 24,826	20.6%	\$ 20,598	\$ 5,149.61
City of Holtville	6,345	3.5%	\$ 3,525	2.9%	\$ 2,924	\$ 731.08
City of Imperial	19,884	11.0%	\$ 11,045	9.2%	\$ 9,164	\$ 2,291.07
City of Westmorland	2,338	1.3%	\$ 1,299	1.1%	\$ 1,078	\$ 269.39
County of Imperial	35,083	19.5%	\$ 19,488	16.2%	\$ 16,169	\$ 4,042.33
**IID	0	0.0%	\$ -	17.0%	\$ 17,030	\$ 4,257.43
Total	180,023	100%	\$ 100,000	100%	\$ 100,000	\$ 25,000.00

* population from Dept of Finance May 2021

** IID percentage is based on an average of the 4 largest agencies = 36,953 which equates to 17.0% and reduces the base amount for the remaining member agencies to \$82,970

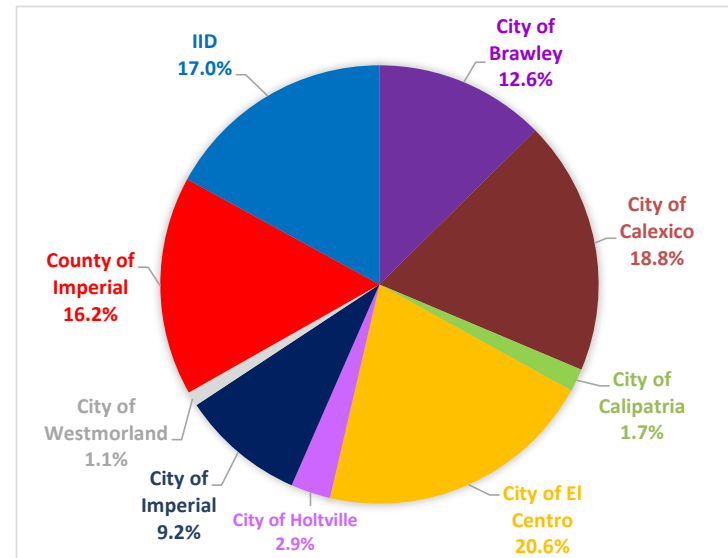
Brawley	27,320
Calexico	40,714
El Centro	44,693
County	35,083
	<u>147,810</u>

average 36,953

add IID average of the population to total population, then divide to get %

180,023	36,953	/	216,976	17.0%
<u>36,953</u>				
216,976	\$	100,000	*	17.0%
	\$	100,000	-	\$ 17,030
			\$	82,970

formula approved by the ICTC May 2010 for \$150K
reduced in FY 2013-14 to \$100K



<http://www.dof.ca.gov/Forecasting/Demographics/Estimates/E-5/>

VIII. ACTION CALENDAR

B. UNMET TRANSIT NEEDS PUBLIC HEARING PROCESS — FISCAL YEAR 2021-22

Requested Action:

1. Adopt the FY 2021-22 “Findings” and the prioritized 2021 ICTC Unmet Transit Needs List as presented or amended.
2. Authorize the Chairman to sign the attached resolution.
3. Direct staff to forward the FY 2021-22 “Findings”, and all other public hearing documentation and resolution to the State Department of Transportation.



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

June 18, 2021

Cheryl Viegas-Walker, Chairman
Imperial County Transportation Commission
1503 N. Imperial Ave. Suite 104
El Centro, CA 92243

SUBJECT: Unmet Transit Needs Public Hearing Process - Fiscal Year 2021-22

Dear Commission Members:

Section 99401.5 of the Public Utilities Code states:

“...The Transportation Planning Agency (TPA) shall hold at least one public hearing pursuant to Section 99238.5, for the purpose of soliciting comments on the Unmet Transit Needs that may exist within the jurisdiction...”

Unmet Needs that are determined to be reasonable to meet may be established by offering services directly, contracting for new services or the expansion of existing services.

On June 7, 2021, the Unmet Transit Needs Hearing Panel conducted the required local Public Hearing. The Hearing Panel reconvened on June 16, 2021, to consider the verbal and written testimony, and staff recommendations. After discussion of the analysis portion, the Panel developed the “Findings” regarding public transit services for FY 2021-22. These “Findings” assist in the allocation of resources and determination of the service levels to be provided. The process consequently guides the FY 2021-22 Transit Financing Plan and work program activities.

After review of the staff prepared analysis, the Panel accepted one request as “Reasonable to Meet”. ICTC’s primary focus will be to recover ridership lost as a result of the pandemic, the items considered as “Reasonable to Meet” and further items that are considered goals have been placed on the official 2021 ICTC Unmet Transit Needs List in prioritized order, which is an attachment to the “Findings” document. Should funding be identified, this list is used to advance new services and routes.

After adoption of the “Findings”, staff will develop the budget for the ICTC Transit Financing Plan for FY 2021-22 and anticipates submittal in the June 2021 time frame.

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

The Unmet Transit Needs Panel of Commissioners is forwarding this to the ICTC Commission for their review and approval after public comment, if any:

1. Adopt the FY 2021-22 "Findings" and the prioritized 2021 ICTC Unmet Transit Needs List as presented or amended.
2. Authorize the Chairman to sign the attached resolution.
3. Direct staff to forward the FY 2021-22 "Findings", and all other public hearing documentation and resolution to the State Department of Transportation.

Sincerely,

MARK BAZA
Executive Director
BY:



David Aguirre
Transit Programs Manager

MB/da/cl

attachment

**RESOLUTION 062321-5C OF
THE IMPERIAL COUNTY TRANSPORTATION COMMISSION (ICTC)
MAKING A DETERMINATION AS TO UNMET TRANSIT NEEDS WITHIN THE
REGION OF THE COUNTY OF IMPERIAL FOR FY 2021-22**

WHEREAS, the Imperial County Transportation Commission (ICTC), is the designated Transportation Planning Agency for the County of Imperial, and is therefore responsible for the administration of the Transportation Development Act, Public Utilities Code 99200 et seq; and

WHEREAS, under Sections 99238, 99238.5, 99401.5 and 99401.6, of the Public Utilities Code, because the legislative intent for the use of the funds is for transit purposes, a public hearing should be held. From a review of the testimony received and the adopted Regional Transportation Plan, a finding must be made that there are no unmet public transit needs in the jurisdiction that can be reasonably met, or unmet transit needs that can be reasonably met must be identified and prioritized; and

WHEREAS, a public hearing and subsequent public meeting was held in Imperial County on June 7, 2021 and June 16, 2021, after sufficient public notice was given, and at which time the public testimony and comment was received; and

WHEREAS, the Social Services Transportation Advisory Council reviewed the proposed “Findings” on June 18, 2021 in accordance with the requirements of the Act; and

WHEREAS, the comments of the Social Services Transportation Advisory Council have been taken into consideration; and

WHEREAS, a final opportunity for further public comment was provided on June 16, 2021; and

THEREFORE, BE IT RESOLVED that the Imperial County Transportation Commission, hereby resolves that the Unmet Transit Needs Adopted “Findings” and the “2021-22 ICTC Unmet Transit Needs List” as attached, are identified, and that there are no further unmet public transit needs within the County of Imperial that can be reasonably met at this time;

PASSED AND ADOPTED at a regular meeting of the Imperial County

Transportation Commission held on June 23, 2021.

By: _____
Chairperson

ATTEST:

By:

Cristi Lerma
Secretary to the Commission



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

June 10, 2021

UNMET TRANSIT NEEDS LIST FISCAL YEAR 2021-22

Priority order

1. IVT- Expansion of Blue Line route to include a stop near the new Clinicas De Salud Building located at 852 Dannenberg, El Centro, CA 92243, *Per action taken by ICTC XX-XX-21*
2. Add a mobile ticketing fare option for all transit services, *Per action taken by ICTC XX-XX-21*
3. Provide an intercity transportation to seniors. (IVT Ride, 2018 SRTP, Year 10), *Per action taken by ICTC XX-XX-21*
4. Add an IVC Express Route from Calexico to IVC and from IVC to Calexico in the evening after 5:30PM, from Monday thru Friday (SRTP, 2018) *Per action taken by ICTC XX-XX-21*



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

June 11, 2021

UNMET TRANSIT NEEDS FINDINGS FISCAL YEAR 2021-22

The Imperial County Unmet Transit Needs Public Hearing was conducted at 4:00 p.m., on June 7, 2021, at Imperial County Transportation Commission offices via zoom. After review and consideration of the testimony received at the hearing, this Panel reconvened on June 16, 2021 to make the following “Findings”:

The following “Findings” are unmet transit needs or transit needs which are reasonable to meet. The ICTC Transit Financing Plan and TDA claims for Fiscal Year 2021-22 shall be approved consistent with these stated “Findings”.

- I. Existing transit services should be continued:
 - A. IVT RIDE – Brawley, Calexico, El Centro, Heber, Imperial and Westshores
 - B. County-Wide Transit System- Imperial Valley Transit
 - C. ADA Paratransit Services – IVT Access
 - D. IVT MedTrans
- II. Staff will continue the required coordination and implementation of the new microtransit service in the City of Calexico.
- III. Continue coordination between existing transit services, including paratransit services provided by both public and social service agencies. ICTC staff shall provide recommendations and technical assistance when requested by social service and public agencies.
- IV. All transit services shall comply with the American's with Disabilities Act of 1990; provisions specific to respective services offered.

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

- V. All transit services shall comply with the Federal Transit Administration (FTA) and/or Federal Highway Administration (FHWA) Drug and Alcohol Testing rules; provisions specific to respective services offered.
- VI. Staff will continue to pursue resources for the implementation of the proposed IVT Red Line in Imperial.
- VII. Staff will continue to provide technical assistance to the City of Calexico for the development of the City's transfer terminal project.
- VIII. Staff will continue to pursue resources for the implementation of service changes in accordance with the priorities in the FY 2021-22 Unmet Needs List (attachment).

All other services and issues as presented by written or verbal testimony are hereby declared as not reasonable to meet, at this time.

Cheryl Viegas-Walker, Mayor
City of El Centro

Robert Amparano, Council Member
City of Imperial

Rosie Arreola-Fernandez, Mayor
County of Calexico

Mike Goodsell, Mayor
City of Holtville

STAFF:

Mark Baza
Executive Director

David Aguirre
Transit Programs Manager

VIII. ACTION CALENDAR

- C. Donation Acceptance Agreement between U. S. General Services Administration (GSA) and Imperial County Transportation Commission (ICTC) for the Calexico East Port of Entry Bridge Widening Project

Requested Action:

1. Authorize the Chairperson to sign the Donation Acceptance Agreement between U. S. General Services Administration (GSA) and Imperial County Transportation Commission (ICTC) for the Calexico East Port of Entry Bridge Widening Project



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

June 17, 2021

Cheryl Viegas-Walker, Chairperson
Imperial County Transportation Commission
1503 N. Imperial Ave., Suite 104
El Centro, CA 92243

SUBJECT: Donation Acceptance Agreement between U. S. General Services Administration (GSA) and Imperial County Transportation Commission (ICTC) for the Calexico East Port of Entry Bridge Widening Project

Dear Commission Members:

The Imperial County Transportation Commission, in coordination with General Services Administration (GSA), Federal Highway Administration (FHWA) and Caltrans will facilitate and deliver the Calexico East Port of Entry (POE) bridge widening over the All-American Canal project. The project will facilitate traffic and trade flow to the existing U.S. federal primary inspection booths, reduce delays, idling times, and improve air quality emissions. The attached draft Donation Acceptance Agreement (DAA or Agreement) between ICTC and GSA will aid the proposed improvements through an unconditional gift.

The Agreement outlines the principles, terms and conditions that will govern the proposed donation to GSA of the base and optional work described in the attached Exhibit A and the draft Agreement defines and establishes the joint project management framework, membership, roles, and responsibilities of the GSA and ICTC project teams. Upon completion of the work, and acceptance by both ICTC and GSA in accordance with the procedures set forth in the Request for Qualifications (RFQ), Caltrans' Standard Specifications (Caltrans Project Report), GSA's Facilities Standards for the Public Buildings Service P100 (Current Version), Customs and Border Protection (CBP) Land Port of Entry Design Guide (all attached as Exhibit B), will become the property of the United States and will be maintained by GSA. The attached draft Agreement is a revision to previous agreement approved by the Commission on September 24, 2021.

The ICTC Management Committee met on June 9, 2021, and forwards this item to the Commission for their review and approval after the receipt of public comment, if any:

1. Authorize the Chairperson to sign the Donation Acceptance Agreement between U. S. General Services Administration (GSA) and Imperial County Transportation Commission (ICTC) for the Calexico East Port of Entry Bridge Widening Project

Sincerely,

A handwritten signature in blue ink, appearing to read 'Mark Baza'.

MARK BAZA
Executive Director

MB/cl
Attachments

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

**DONATION ACCEPTANCE AGREEMENT
BY AND BETWEEN
THE UNITED STATES OF AMERICA,
ACTING BY AND THROUGH
THE U.S. GENERAL SERVICES ADMINISTRATION,
PUBLIC BUILDINGS SERVICE,
AND
THE IMPERIAL COUNTY TRANSPORTATION COMMISSION**

1. PARTIES

The United States of America (the “United States”), acting by and through the Administrator of the U.S. General Services Administration (“GSA”), is entering into this Donation Acceptance Agreement (“Agreement”) with the Imperial County Transportation Commission (“Donor”) to facilitate the proposed donation of certain transportation-related infrastructure improvements at the Calexico East Land Port of Entry (“Calexico East LPOE”) located in Calexico, California. GSA and Donor are collectively referred to herein as the “Parties” and each individually as a “Party.”

2. PURPOSE

The purpose of this Agreement is to memorialize the mutual understanding of the Parties regarding the proposed donation to the United States and the terms and conditions of that donation and the framework for its acceptance. Donor desires to enhance the flow of vehicular and pedestrian traffic through the Calexico East LPOE by donating to the United States certain transportation-related infrastructure improvements, including four additional northbound lanes, the realignment of an existing pedestrian path to the GSA bridge that traverses the All-American Canal at the Calexico East LPOE (the “GSA Bridge”), an eight-foot shoulder for commercial vehicles, the rehabilitation of existing structures and tunnels, and a bridge canopy along the northbound pedestrian walkway on the existing GSA Bridge (see map of the Calexico East LPOE, attached hereto as Map 1 and incorporated herein by reference). The United States desires to accept the donation, if Donor constructs the improvements in accordance with the terms and conditions of this Agreement.

3. SUMMARY OF WORK

The work is described in greater detail in Donor’s donation letter, dated July 24, 2020, the Donor’s Request for Qualifications (“RFQ”), and the Donor’s Final Project Report, copies of which are attached hereto as Exhibits A, B and C, respectively, and incorporated herein by reference. The work was originally described as base and optional work in Exhibits A -C, but the optional work is now part of the total base scope of the project.

As part of the pedestrian path realignment and related improvements, Donor will construct permanent fencing and an entrance gate, as necessary, to replace temporary fencing.

Preliminary design plans illustrating the scope of work are attached at Exhibit D.

Donor put the project out to bid and the firm offering the best value has bid the project scope at \$20,000,000. Work on the project is anticipated to last 18 months.

This Agreement outlines the principles, terms and conditions that will govern the proposed donation to GSA of the work described in the July 24, 2020, donation letter, Donor's RFQ, and Donor's Final Project Report defines and establishes the joint project management framework, membership, roles, and responsibilities of the GSA and Donor project teams. Upon completion of the work described in Exhibits A-C, final inspection and certification by the California Department of Transportation ("Caltrans") and acceptance by Donor and the United States in accordance with the procedures set forth in Donor's RFQ, Caltrans' *Standard Specifications*, GSA's *Facilities Standards for the Public Buildings Service* PBS-P100 (Current Version), and U.S. Customs and Border Protection Land Port of Entry Design Guide, copies of which are attached hereto as Exhibit E and incorporated herein by reference, the entirety of the donation will become the property of the United States and will be maintained by GSA.

Donor agrees it and the project must comply with all applicable federal and state laws, regulations, directives, policies, and technical and security standards, and all project documents, including Section 889, Public Law 115-232 (Aug. 2018), Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment, as it may be amended from time to time.

4. AUTHORITY

Acceptance of unconditional gifts of property, 40 U.S.C. § 3175.

5. CONSIDERATION AND MUTUALITY OF OBLIGATIONS

It is the agreement of the Parties and the intention and wish of Donor that the donation under this Agreement will constitute Donor's binding obligation and will be enforceable at law and equity, including against Donor and Donor's successors and assigns. Donor acknowledges that GSA is relying, and will continue to rely, on Donor's donation being fully satisfied as set forth herein, and that the United States is willing to accept the donation subject to the terms and conditions set forth in this Agreement. In consideration for the donation, GSA will enter into a site access or other similar agreement with Donor authorizing Donor to enter onto the Calexico East LPOE property to carry out its responsibilities under this Agreement. The United States further agrees to accept the donation upon completion, provided it is constructed in accordance with the terms and conditions of this Agreement.

6. SCOPE OF WORK

The agreed-upon scope of the project is described in the attached Exhibits A-C. Donor agrees not to deviate from the work described in Exhibits A-C without prior notice to the GSA primary point of contact to be identified as provided in section 7, below, which notice may be delivered either orally or in writing. If the notice is delivered orally, it must be followed up in writing, which writing may be in an e-mail. Any change to the work described in Exhibits A-C that exceeds industry established acceptable tolerances, variances and standards of workmanship for road and bridge construction on federal or State of California projects, whichever is stricter, and any change that requires funding from GSA, will require the express prior written consent of GSA. GSA will communicate to Donor its approval or disapproval of the proposed change as soon as possible, taking into consideration the magnitude and complexity of the change. Before commencing to implement any of the proposed changes that require prior approval, Donor must obtain the written approval of GSA. GSA will only accept the donation, if, and only if:

- All terms and conditions of this Agreement are satisfied;
- Donor's Construction Manager has prepared and delivered a final report to GSA for GSA's review and approval that confirms the bridge and roadway improvements and repairs to the existing structures and tunnels were completed in conformance with Caltrans and Federal Highway Administration ("FHWA") specifications, which final report must be signed by appropriate Caltrans engineers following a final inspection of the property; and
- GSA has verified that the property and the improvements constructed thereon meet all the terms and conditions set forth in Exhibits A-C.

7. ROLES AND RESPONSIBILITIES

GSA and Donor will each appoint a primary point of contact within one week after full execution of this Agreement. These points of contact will be responsible for delivering, receiving and reviewing, as applicable, verbal or written notification of any change to the work described in Exhibits A-C, and coordinating and facilitating the written approval of any changes, if necessary.

8. PROJECT DOCUMENTS

Donor provided the following documentation (collectively, the "Project Documents") to GSA to facilitate approval and acceptance of the project:

- Donor's RFQ, which explains all base work to be performed, which consists of four northbound lanes, the realignment of an existing pedestrian path to the GSA Bridge, an eight-foot shoulder for commercial vehicles, rehabilitation work on existing structures and tunnels, and a bridge canopy along the northbound pedestrian walkway on the existing GSA Bridge.
- Donor's donation letter, dated July 24, 2020, stating that the proposed donation is an unconditional gift to the United States through GSA.

- Estimated construction schedule includes
 - Notice of Award on March 24, 2021
 - Notice to Proceed on May 15, 2021
 - Project Completion in November 22, 2022.

9. PROJECT FUNDING

Donor will be responsible for all costs and expenses to design, construct and deliver the completed project, and all other costs and expenses associated with the project, including repair or replacement of any federal property damaged during the course of project delivery and construction and the correction of any defective or noncompliant work, until acceptance of the final project by the United States. The estimated and anticipated cost of designing and constructing the full scope of the donated transportation-related infrastructure improvements is set forth in section 3, above. Donor represents that it has secured all funds necessary to satisfy its obligations under this Agreement.

10. PROJECT EXECUTION

All work must be performed in a manner that either avoids or minimizes, to the extent reasonably possible, operational disruptions to the Calexico East LPOE and will safeguard the public and Federal Government personnel and property. Donor agrees to coordinate project activities with the GSA primary point of contact to ensure that operational disruptions, if any, are mitigated and managed appropriately. GSA acknowledges that Donor intends to award a Design-Build construction contract for the work described in Exhibits A-C to the firm that offers the best value proposal. To ensure quality workmanship and the proper execution and timely completion of the work, Donor will require that its Design-Build contractor or contractors and each of their subcontractors only employ qualified personnel to perform the work.

The project will be complete only when:

- Donor's Construction Manager has prepared and delivered to GSA for GSA's review and approval a final report that confirms the bridge and roadway improvements and repairs to the existing structures and tunnels were completed in conformance with Caltrans and FHWA specifications, which final report must be signed by appropriate Caltrans engineers following a final inspection of the property;
- Donor has corrected all punch list items and deficiencies noted by GSA; and
- GSA has verified that the property and the improvements constructed thereon meet all the terms and conditions set forth in Exhibits A-C; and
- Donor has complied with all other terms and conditions in this Agreement.

Upon project completion and final acceptance by the United States, Donor agrees to provide GSA with:

- Final as-built drawings and plans of the work described in Exhibits A-C;
- All documents necessary to cause the transfer of ownership (such as a bill of sale, American Land Title Association ("ALTA") survey and final total and itemized costs for the project);
- A minimum of a one-year warranty of construction in the form prescribed in 48 C.F.R. § 52.246-21; and
- Any other reasonable request for documentation related to the project.

11. SATISFACTORY TITLE AND TITLE EVIDENCE

Donor must provide to GSA prior to acceptance of the donation an ALTA U.S. Policy 9-28-91 (Revised 12-3-12) evidencing no mechanic's or materialmen's liens or any other interest in the proposed donation that has not been specifically approved by GSA. Any interests approved by GSA must be listed in Exhibit F, which will be attached hereto and incorporated herein by reference, after GSA has reviewed the title policy. The title policy must be supplemented by Donor's declaration attesting that there are no mechanic's or materialmen's liens or any other interests in the proposed donation that have not been specifically approved by GSA. If the title to the property is unsatisfactory in the judgment of GSA, Donor agrees to deliver or cause to be delivered to the United States, at Donor's sole cost and expense, such releases, affidavits or other title instruments as GSA may require to cure the title defects. Should Donor fail to cure the title defects within 60 days (or such extended period as GSA may allow) after receipt of written notice of such defects, the United States may elect to not accept the donation by giving written notice to Donor. If the United States should give such notice to not accept the donation, this Agreement will terminate as of the date of such notice without liability to the United States.

12. BILL OF SALE

Donor must provide to GSA a Bill of Sale for the proposed donation in the form attached hereto as Exhibit G and incorporated herein by reference.

13. MEETINGS

GSA will have the right, but not the obligation, to attend all pre-design, design and construction meetings for this project. GSA's, or its agents' or representatives', attendance at such meetings is for the sole benefit of the United States and does not relieve Donor of responsibility for providing adequate quality control measures and does not constitute or imply acceptance of any part of the work.

14. INSPECTION OF CONSTRUCTION

Regarding the entirety of the property to be donated, Donor must maintain an adequate inspection system and perform such inspections as will ensure that the work performed under this Agreement conforms to the requirements set forth herein. Donor must maintain complete inspection records and make them available to GSA upon request.

GSA reserves the right, but not the obligation, to review, test or inspect the development of the design and the prosecution of Donor's work to verify compliance with the terms of the Agreement. Donor must allow GSA and its agents and representatives access to the construction site and Donor's work for such reviews, provided such access and reviews do not unreasonably interfere with or unreasonably delay the performance of Donor's work. GSA's reviews, inspections and tests are for the sole benefit of the United States and do not relieve Donor of responsibility for providing adequate quality control measures and do not constitute or imply acceptance of any part of the work.

Donor must, without charge to the United States, replace or convert work found by GSA not to conform to contract requirements. If Donor does not promptly replace or correct rejected work, the United States may terminate this Agreement without liability to the United States and seek any other remedies permitted by this Agreement or by law.

Donor's Construction Manager must prepare and deliver to GSA for GSA's review and approval a final report confirming the bridge and roadway improvements and repairs to the existing structures and tunnels were completed in conformance with Caltrans and FHWA specifications, which final report must be signed by appropriate Caltrans engineers following a final inspection of the property.

15. SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION

Donor must allow GSA and its agents and representatives access to the construction documents, plans, drawings, specifications, reports, and any other document during all phases of pre-design, design development and construction. Because Donor contemplates construction using the Design-Build method, GSA will have the right, but not the obligation, to review the design documents at various stages of design submittals, including 30%, 60%, 90%, and 100%.

Donor must keep on the work site a copy of the drawings and specifications and must at all times give GSA access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, must be of like effect as if shown or mentioned in both. In case of differences between plans, drawings and specifications, the specifications will identify which construction document governs.

Donor must, without charge to the United States, correct design found by GSA not to conform to contract requirements. If Donor does not promptly correct the rejected design, the United States may terminate this Agreement without liability to the United States and seek any other remedies permitted by this Agreement or by law.

16. CONTRACTORS AND SUBCONTRACTORS

Nothing contained in this Agreement will be construed as creating any contractual relationship between any third party (e.g., contractor, subcontractor or supplier) and the United States. Donor will be responsible to the United States for the acts and omissions of its own employees and, to the maximum extent provided by law, those of its contractors, subcontractors, suppliers, and their employees. The United States reserves the right to exclude or remove from the site or any buildings at the site any person who violates rules and regulations concerning conduct on federal property or whose continued presence on site is otherwise determined by the Government to be contrary to the public interest.

17. ENVIRONMENTAL REPRESENTATIONS

Donor represents that it has completed all required environmental analysis and determined that a categorical exclusion applied under California law. GSA has separately determined that a categorical exclusion applies under federal law.

Donor must represent and warrant to the United States as of the date the donated property is accepted by the United States that, to the best of Donor's knowledge, information and belief,:

- Donor has no liability under, has never violated and is presently in compliance with all environmental laws, rules, regulations, and ordinances applicable to the property and any operations thereon, and there exist no adverse environmental conditions with respect to the property or any operations thereon in connection with or arising out of Donor's activities thereon.
- Donor has neither disposed of solid waste at the property, nor generated, manufactured, refined, transported, stored, handled, disposed, transferred, produced, or processed any hazardous substance, pollutant or contaminant, including asbestos, hazardous wastes or hazardous constituents, petroleum or petroleum derivatives (as those terms are defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended, and the Resource Conservation and Recovery Act) (collectively, "Hazardous Substance"), disposed of, released or existing in environmental media, such as soil, subsurface soil, air, groundwater, surface water, or subsurface geological formations at levels above background from or on the property (other than ordinary small quantities of household or office cleaning supplies and office supplies, such as photocopy supplies for office use), and Donor has no knowledge of the release or threat of release of any of these at or in the vicinity of the property.
- No lien has been imposed on the property by any governmental entity in connection with an unsatisfactory environmental condition located on or off the property.

- The property contains no asbestos-containing materials. Asbestos-containing materials are defined as any materials with a concentration of 1% or greater by dry weight of asbestos fibers.

18. ENVIRONMENTAL RESPONSIBILITIES AND OBLIGATIONS

- A. Responsibilities and Obligations of Donor. Donor must comply with all rules, laws, regulations, ordinances, and licensing or permit requirements and guidance applicable to Donor and will take all response actions necessary to protect human health and the environment that have not been taken as of the date the property is donated to the United States, but are discovered to be required after the date of the donation and are not attributable to the actions of the United States. Donor provides assurances that, in accordance with and to the extent required at the location of the project by applicable federal, State and local laws, Donor will timely:
- Assess, inspect, investigate, study, and remove or remediate, as appropriate, the release or threatened release of a Hazardous Substance, disposed of, released or existing in environmental media, such as soil, subsurface soil, air, groundwater, surface water, or subsurface geological formations at levels above background from or on the property arising out of or related to Donor's activities under this Agreement; and
 - Settle or defend any claim, demand or order made by federal, State or local regulators or third parties against Donor in connection with any release or threatened release of a Hazardous Substance from or on the property arising out of or related to Donor's activities under this Agreement.
- B. Responsibilities and Obligations of the United States. The United States will comply with all rules, laws, regulations, ordinances, and licensing or permit requirements and guidance applicable to the United States relating to the protection of human health or the environment in connection with its use of the property.
- C. Environmental Responsibilities and Obligations Survive Expiration or Earlier Termination. The provisions in this Agreement relating to environmental responsibilities and obligations will survive the expiration or earlier termination of this Agreement.

19. LIABILITY AND INDEMNITY

Donor is responsible for all damages to persons or property that occur as a result of its activities and the activities of its agents, representatives, contractors, and subcontractors under this Agreement or otherwise in completing the work that is the

subject of this Agreement, whether caused by intentional conduct, recklessness, fault, negligence, or otherwise.

Donor agrees to indemnify and save harmless the United States, its agents, and employees, to the maximum extent provided by law, against any and all loss, damage, claim, or liability whatsoever, due to personal injury or death, or damage to property of others, directly or indirectly, arising out of or related to the privileges granted under this Agreement to Donor, including failure to comply with the obligations of this Agreement.

20. INSURANCE AND BONDS

Donor must cause and ensure that all its contractors obtain an endorsement naming the United States as an additional insured on all insurance required for the work that is the subject of this Agreement. Donor must provide to GSA a copy of the policy certificate that shows the policy coverage amount(s) and the endorsement page that documents and confirms that the United States has been added as an additional insured on the aforementioned policies. The insurance carrier must waive all subrogation rights against any of the named insured.

Additionally, Donor must cause and ensure that all its contractors name the United States as a co-obligee on all bonds (e.g., performance bond and payment bond) each equal to 100% of the total project cost. Donor must provide GSA a copy of the bonds evidencing such compliance.

21. SITE CONDITIONS

Neither GSA nor any other agency or instrumentality of the United States will be responsible for any unknown or unexpected site conditions encountered on its site. Also, any costs caused by any changed conditions will be the sole responsibility of Donor and neither GSA nor the United States will be liable or responsible for any costs or claims for costs due to any changed conditions. If Donor elects not to modify this Agreement and bear such increased costs, this Agreement may be terminated, subject to the termination and restoration provisions set out herein.

22. ACCESS TO CONTROLLED UNCLASSIFIED INFORMATION

- A. Non-Disclosure Agreement. Donor acknowledges that as a part of its project planning and execution activities, GSA may need to provide Donor with confidential sensitive information. Donor agrees to maintain the confidentiality of information designated by the Federal Government as Controlled Unclassified Information (“CUI”) and will sign a Release and Non-Disclosure Agreement (“NDA”), a copy of which is attached hereto as Exhibit H and incorporated herein by reference, to that effect, and cause its agents,

representatives, contractors, subcontractors, and suppliers to do so, as well. The NDA must be executed by any individual requesting access to CUI. The provisions of this Agreement relating to CUI will survive the expiration or earlier termination of this Agreement.

- B. Responding to Requests for CUI. If Donor receives a request for documents related to this Agreement from a party who is not a signatory to this Agreement, Donor will assert any and all applicable defenses, privileges, exceptions, and exemptions from disclosure under the California Public Records Act or any other law to maintain the confidentiality of the information to the maximum extent permissible under law. Donor will immediately notify GSA of any such request and will draft a response, in consultation with GSA.
- C. Donor Generated Documents. Donor generated documents, including those of Donor's agents, representatives, contractors, subcontractors, and suppliers, that contain CUI must be marked as CUI on the original documents and all copies before any dissemination.
- D. Legitimate Need to Know. CUI must be protected, with access strictly controlled and limited to those individuals having a legitimate business need to know such information. Any contractors or subcontractors having a legitimate business need to know such information must be registered as "active" in the System for Award Management database at www.sam.gov. If they are not registered, they must provide to Donor their DUNS number or tax ID number and a copy of its business license, and Donor must keep this information for the duration of the contract.
- E. Public Safety Entities. Public safety entities, such as fire and utility departments, may require access to CUI on a need-to-know basis. This clause does not prevent or encumber the dissemination of CUI to public safety entities.
- F. Electronic Submission of CUI. Electronic submission of CUI outside of the GSA network must use session encryption (or alternatively, file encryption). Encryption must be via an approved National Institute of Standards and Technology algorithm with a valid certification, such as Advanced Encryption Standard or Triple Data Encryption Standard, in accordance with Federal Information Processing Standards Publication ("FIPS PUB") 140-2, Security Requirements for Cryptographic Modules, as required by GSA policy.
- G. Non-Electronic Form Submission. Non-electronic form (including paper documents, among other formats) or on portable electronic data storage devices (including, but not limited to, CDs, DVDs and USB drives):

- a. By mail, Donor must use only methods of shipping that provide services for monitoring receipt, such as track and confirm proof of delivery, signature confirmation or return receipt.
 - b. In person, Donor must provide CUI only to authorized recipients with a need to know such information.
- H. List of CUI Recipients. Donor must maintain a list of all entities to whom CUI is disseminated. This list must include, at a minimum: (1) name of entity, utility or firm; (2) name of the individual at the entity, utility or firm who is responsible for protecting the CUI, with access strictly controlled and limited to those individuals having a legitimate business need to know such information; (3) contact information for the named individual; and (4) a description of the CUI provided. Once “as-built” drawings are submitted, Donor must collect all lists maintained in accordance with this clause, including those maintained by any contractors and suppliers, and submit them to the GSA point of contact.
- I. Limitation on Physical Location of CUI. Donor and its agents, representatives, and contractors may not take CUI outside of GSA or their own facilities or network, except as necessary for the performance of that contract.
- J. Disposal. When no longer needed, all CUI must be returned to the GSA point of contact with along with a signed statement stating that all CUI has been returned.
- K. Improper Disclosures. All improper disclosures of CUI must be immediately reported to the GSA point of contact and Donor must provide a corrective action plan explaining how it will rectify any noncompliance and comply with the clause in the future.
- L. Flow Down Requirement. Donor must insert the substance of the CUI clause in all its contracts and require it be included in all subcontractor and supplier contracts.

23. SECURITY CONSIDERATIONS

Each employee, worker and supplier will be subject to a background investigation prior to being authorized to commence work on any aspect of the project at the discretion of GSA.

The project must incorporate and comply with all applicable changes and updates to security regulations and requirements as promulgated by the U.S. Department of Homeland Security.

Donor must comply with the following requirements pertaining to security clearances:

- a. All personnel performing work under contract on the project site must obtain an Enter on Duty (EOD) determination before they will be granted access to the site.
- b. To obtain an EOD determination, Donor must submit for all such personnel fingerprints on Form SF-87 and a completed Information Worksheet. Detailed information is available at <http://www.gsa.gov/portal/category/107203>. USAccess Credentialing Centers can be located at <http://www.fedidcard.gov/ceterlist.aspx>. In addition, all such personnel who will be on site six months or longer must apply for and receive clearance in accordance with Homeland Security Presidential Directive 12 ("HSPD-12").

24. ACCESS TO GOVERNMENT PROPERTY

Donor, its agents and representatives, including all contractors, subcontractors and suppliers, must comply with HSPD-12, Office of Management and Budget guidance M-05-24 and FIPS PUB Number 201.

Donor must account for all forms of Government-provided identification issued to Donor's employees, agents, representatives, contractors, subcontractors, and suppliers in connection with the work that is the subject of this Agreement. Donor must return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

- When no longer needed for project performance;
- Upon completion of an employee's employment; or
- Upon contract completion or termination.

25. SAFEGUARDING SENSITIVE DATA AND INFORMATION TECHNOLOGY RESOURCES

This section applies to all users of sensitive data and information technology (IT) resources, including Donor, its agents, representatives, contractors, subcontractors, suppliers, and manufacturers. The following GSA policies must be followed. They can be found at <https://www.gsa.gov/directives-library>:

- CIO 1878.3 Developing and Maintaining Privacy Threshold Assessments, Privacy Impact Assessments, Privacy Act Notices, and System of Records Notices
- CIO 2100.1 GSA IT Security Policy
- CIO 2100.3C Mandatory IT Security Training Requirements for Agency and Contractor employees with significant security responsibilities
- CIO 2104.1B GSA Information Technology IT General Rules of Behavior
- CIO 2180.2 GSA Rules of Behavior for Handling Personally Identifiable Information (PII)

- CIO 2182.2 Mandatory Use of Personal Identity Verification (PIV) Credentials
- CIO 2231.1 GSA Data Release Policy
- CIO 9297.2C CHGE 1 GSA Information Breach Notification Policy
- ADM P 9732.1 D Suitability and Personnel Security OSC 2106.2 GSA Social Media Policy

26. LIMITATIONS

Nothing in this Agreement is intended to conflict with current law, regulation, directive, or policy of the United States or GSA. If any provision of this Agreement is inconsistent with any such authority, then that provision is deemed to be invalid and subject to modification upon concurrence of the Parties, and the remaining terms and conditions of this Agreement will continue in full force and effect.

The Parties acknowledge that this Agreement is not a commitment to future funding, staffing or other resources. Nothing in this Agreement may be construed or interpreted to obligate the United States to any current or future expenditure of funds in advance of, or in excess of, the availability of appropriations, nor does this Agreement obligate the United States to spend available funds for any particular purpose.

Nothing in this Agreement constitutes or can be construed as a waiver of the sovereign immunity of the United States.

27. NOTICES

All notices and other communications arising under this Agreement must be in writing and must be furnished by (i) hand delivery; (ii) United States certified mail, postage prepaid, return receipt requested; or (iii) nationally available overnight next business day courier, charges prepaid, signature of recipient required, in each instance, if to GSA, to the GSA point of contact, and if to Donor, to the Donor point of contact, at the addresses set forth immediately below. Any Party may change the notice address set forth below by serving five days' prior written notice upon the other Parties. Any such notice will be duly given upon the date it is delivered to the address (or, if delivery is refused, the date when delivery was first attempted) shown below.

GSA:
Mr. Anthony Kleppe
U.S. General Services Administration
Public Buildings Service (9PTC)
50 United Nations Plaza
San Francisco, CA 94102

with a copy to:

Margaret Haggerty, Esq.
Regional Counsel
U.S. General Services Administration
Office of Regional Counsel (LD9)
50 United Nations Plaza
San Francisco, CA 94102

Donor:
Mr. Mark Baza
Executive Director
Imperial County Transportation Commission
1503 N. Imperial Avenue
Suite 104
El Centro, CA 92243

28. EXAMINATION OF RECORDS

Donor agrees that GSA or its duly authorized representative will, until the expiration of three years after the date of acceptance of the donation by the United States, have access to and the right to examine any books, documents, papers, and records of Donor involving transactions related to this Agreement or compliance with any clause or provision thereunder.

29. UNITED STATES RIGHTS TO DATA

The United States will have unlimited rights in all the Project Documents and all related construction documents, plans, drawings, specifications, reports, and any other document generated during the pre-design, design development and construction phases of the project. Donor, for a period of three years after the date the United States accepts the donation, agrees to furnish the original or copies of all such Project Documents and all related construction documents, plans, drawings, specifications, reports, and any other document generated during the pre-design, design development and construction phases of the project on the request of GSA.

30. MODIFICATION

This Agreement may be modified or amended only by written, mutual agreement of the Parties. Any Party can initiate the amendment process by providing written notice describing the proposed amendment to the other Party. During the ensuing 30-day period, the Parties will actively coordinate to try to reach a consensus on the proposed amendment.

31. DISPUTE RESOLUTION

All disputes arising under or relating to this Agreement will be resolved following the procedures set forth in this section 31 and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. The Parties agree to make good faith efforts to resolve informally disputes that may arise out of or relate to this Agreement, or the breach thereof, that affects the Parties' obligations and responsibilities under this Agreement. If such a dispute arises between Donor and the United States, Donor may file a claim (a "Donor Claim") with GSA or the United States may file a claim (a "United States Claim") against Donor. A "Claim" is a United States Claim or a Donor Claim. If the dispute cannot be settled through negotiation, the Parties will first try in good faith to settle the dispute by mediation, before resorting to litigation. The United States agrees that GSA will not issue any final determination regarding any Claim by either Party until and unless such mediation has been concluded or either Party advises the other that a resolution of the dispute by mediation does not appear likely within a reasonable time.

32. NONCOMPLIANCE AND DEFAULT

In the event Donor, after receiving written notice from the GSA primary point of contact of non-compliance with any requirement of this Agreement, fails to initiate promptly such action as may be appropriate to comply with the specified requirement within a reasonable period of time, GSA will have the right to not accept the donation until Donor has complied or has initiated such action as may be appropriate to comply within a reasonable period of time.

If Donor refuses or fails to prosecute the work or any severable part with the diligence that will ensure its completion within the time specified in this Agreement, including any extension, fails to complete the work within this time, fails to complete the work in the manner or to the specifications required by this Agreement, or fails to make required payment to contractors and subcontractors (which includes laborers and suppliers), GSA will, by written notice, provide Donor a reasonable time to cure performance, which will not be less than 30 days. If Donor does not cure within the reasonable time, Donor will be in default under this Agreement.

In the event of a default by Donor, the United States may pursue any available remedy, including one or a combination of the following: not accepting the donation, seeking reimbursement for costs and expenses the United States incurred to the date of the termination or incurs for completing the work or requiring Donor to restore any altered federal property to its pre-construction conditions. Upon default, the United States may take possession of and use any tools, materials, equipment, or appliances on the work site necessary for completing the work. Donor and its sureties will be liable for any damage sustained by the United States resulting from Donor's default under this Agreement, whether or not Donor's right to proceed with the work is terminated.

Donor's right to proceed will not be terminated nor will Donor be charged with damages under this section if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of Donor, and Donor notifies the

GSA primary point of contact within 10 days from the beginning of any such delay and the cause for the delay.

33. TERMINATION

Any Party may terminate its participation in this Agreement by providing written notice to the other Party at least 30 days prior to commencement of construction activities, in which case the United States will be under no obligation to accept the donation and the Parties will thereafter have no further rights, obligations or liabilities under this Agreement other than those that expressly survive the expiration or earlier termination of this Agreement. In the event Donor has altered federal property prior to termination of the Agreement, Donor agrees, subject to the discretion of the United States, to restore the property to its prior condition. In the event Donor has received any sensitive or confidential information from GSA pertaining to the proposed donation and the donation is not consummated for any reason, Donor must promptly return all such materials. This provision survives the expiration or earlier termination of the Agreement.

34. SIGNATORIES

The GSA Commissioner of Public Buildings, or another agency official with the appropriate delegated authority, must execute this Agreement to be effective. Donor's signatory to this Agreement must have full authority to bind Donor regarding all matters relating to this Agreement.

35. COUNTERPARTS

This Agreement may be executed in counterparts, each of which will be deemed to be a duplicate original, and which together will constitute one and the same instrument.

36. INTEGRATION AND MERGER

This Agreement sets out all the terms, conditions and agreements of the Parties and supersedes any previous understandings or agreements regarding the donation, whether oral or written. No modification or amendment of this Agreement will be effective unless in writing and signed by both Parties.

37. VALIDITY OF PARTS

If any provision of this Agreement is declared to be invalid by a court of competent jurisdiction, the remaining provisions will continue in full force.

38. NO PUBLIC OFFICIALS TO PARTICIPATE OR BENEFIT

No member or delegate to the United States Congress, or officers or employees of the United States or the Government of the State of California, may be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom; provided,

however, that this provision will not be construed as extending to any person who may be a shareholder or other beneficial owner of any publicly held corporation or other entity, if this Agreement is for the general benefit of such corporation or other entity.

39. NO PRECEDENT

The terms of this Agreement will not establish any precedent, nor will this Agreement be used as a basis to seek or justify similar terms in any subsequent situation involving the Parties.

40. EFFECTIVE DATE

This Agreement will become effective when all the Parties have signed it. The date this Agreement is signed by the last Party to sign it (as indicated by the date stated opposite that Party's signature) will be deemed to be the effective date of this Agreement. This Agreement will remain in effect until it is terminated as provided in sections 32 and 33, above, or the property is accepted by the United States.

*[Remainder of page intentionally left blank.
Signature page to follow.]*

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates noted below.

FOR THE IMPERIAL COUNTY TRANSPORTATION COMMISSION

Cheryl Viegas-Walker
Chairperson

Date: _____

FOR THE UNITED STATES OF AMERICA,
acting by and through the Administrator of
General Services and authorized
representatives

Allison H. Azevedo
Acting Commissioner
Public Buildings Service

Date: _____

MAP 1

Exhibit A
Donation Offer Letter

Exhibit B

Donor's Request for Qualifications

Exhibit C
Final Project Report

Exhibit D

Preliminary Design of Scope of Work

Exhibit E
Construction Standards

Exhibit F

Property Interests Approved by GSA

NONE

Exhibit G
Bill of Sale

Exhibit H

Release and Non-Disclosure Agreement

**FAR 52.204-24 Representation
Regarding Certain
Telecommunications and Video
Surveillance Services or Equipment
AND**

**FAR 52.204-25 Prohibition on
Contracting for Certain
Telecommunications and Video
Surveillance Services or Equipment**

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.

As prescribed in [4.2105](#)(a), insert the following provision:

REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical

technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(d) *Representation.* The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

As prescribed in [4.2105](#)(b), insert the following clause:

PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (*e.g.*, microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any

system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer

part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

**DONATION ACCEPTANCE AGREEMENT
BY AND BETWEEN
THE UNITED STATES OF AMERICA,
ACTING BY AND THROUGH
THE U.S. GENERAL SERVICES ADMINISTRATION,
PUBLIC BUILDINGS SERVICE,
AND
THE IMPERIAL COUNTY TRANSPORTATION COMMISSION**

1. PARTIES

The United States of America^A (the "United States"), acting by and through the Administrator of the U.S. General Services Administration ("GSA"), is entering into this Donation Acceptance Agreement ("Agreement") with the Imperial County Transportation Commission ("Donor") to facilitate the proposed donation of certain transportation-related infrastructure improvements at the Calexico East Land Port of Entry ("Calexico East LPOE") located in Calexico, California. GSA and Donor are collectively referred to herein as the "Parties" and each individually as a "Party."

2. PURPOSE

~~The purpose of this Agreement is to memorialize the mutual understanding of the Parties regarding the proposed donation to the United States and the terms and conditions of that donation and the framework for its acceptance.~~ Donor desires to enhance the flow of vehicular and pedestrian traffic~~transportation~~ through the Calexico East LPOE by donating to the United States certain transportation-related infrastructure improvements, including four additional northbound lanes, the realignment of an existing pedestrian path to the GSA bridge that traverses the All-American Canal at the Calexico East LPOE (the "GSA Bridge"), ~~addition of~~ an eight-foot shoulder for commercial vehicles, the rehabilitation of~~work on~~ existing structures and tunnels, and ~~the addition of~~ a bridge canopy along the northbound pedestrian walkway on the existing GSA B~~bridge~~ crossing the All American Canal at the Calexico East LPOE (see [map of the Calexico East LPOE](#), attached hereto as Map 1 and incorporated herein by reference). The United States desires to accept the ~~donation improvements~~, if the Donor constructs the improvements in accordance~~consistent~~ with the terms and conditions of this Agreement. Accordingly, the purpose of this Agreement is to memorialize the mutual understanding of the Parties regarding the proposed donation to the United States and the terms and conditions of that donation and framework for acceptance.

3. SUMMARY OF WORK

~~Donor seeks to donate through an unconditional gift four additional northbound lanes, realignment of the pedestrian path to the existing GSA bridge traversing the All American Canal at the Calexico East LPOE and, the addition of an eight foot shoulder for commercial vehicles, rehabilitation of existing structures and tunnels, and the~~

~~addition of a bridge canopy. The work as is~~ described in [greater detail in Donor's July 24, 2020, donation letter, dated July 24, 2020, and Donor's Request for Qualifications \("RFQ"\), copies of which are attached hereto as Exhibits A and A-1, respectively, and incorporated herein by reference.](#)

The work was originally described as base and optional work in Exhibits A and A-1, but [the optional work is](#) now [part of is considered](#) the total base scope of the project.

As part of the pedestrian path realignment and related improvements, Donor will construct permanent fencing and an entrance gate, as necessary, to replace temporary fencing.

Donor put the project out to bid and the firm offering the best value has bid the project scope at \$20,000,000. Work on the project is anticipated to last 18 months.

This Agreement outlines the principles, terms and conditions that will govern the proposed donation to GSA of the work described in the July 24, 2020, donation letter and Donor's RFQ, and defines and establishes the joint project management framework, membership, roles, and responsibilities of the GSA and Donor project teams. Upon completion of the work described in Exhibits A and A-1, ~~Caltrans~~ final inspection and certification [by the California Department of Transportation \("Caltrans"\)](#), and acceptance by Donor and the United States in accordance with the procedures set forth in Donor's RFQ, Caltrans' *Standard Specifications*, GSA's *Facilities Standards for the Public Buildings Service* PBS-P100 (Current Version), and U.S. Customs and Border Protection Land Port of Entry Design Guide, copies of which are attached hereto as Exhibit B and incorporated herein by reference, the entirety of the donation will become the property of the United States and will be maintained by GSA.

4. AUTHORITY

Acceptance of unconditional gifts of property, 40 U.S.C. § 3175.

5. CONSIDERATION AND MUTUALITY OF OBLIGATIONS

It is the agreement of the Parties and the intention and wish of Donor that the donation under this Agreement will constitute Donor's binding obligation and will be enforceable at law and equity, including against Donor and Donor's successors and assigns. Donor acknowledges that GSA is relying, and will continue to rely, on Donor's donation being fully satisfied as set forth herein, and that the United States is willing to accept the donation subject to the terms and conditions set forth in this Agreement. In consideration for the donation, GSA will enter into a site access or other similar agreement with Donor authorizing Donor to enter onto the Calexico East LPOE property to carry out its responsibilities under this Agreement. The United States further agrees to accept the donation upon completion, provided it is constructed in accordance with the terms and conditions of this Agreement.

6. SCOPE OF WORK

The agreed-upon scope of the project is described in the attached Exhibits A and A-1. Donor agrees not to deviate from the work described in Exhibits A and A-1 without prior notice to the GSA primary point of contact to be identified as provided in ~~s~~Section 76, below, which notice may be delivered either orally or in writing. If the notice is delivered orally, it must be followed up in writing, which writing may be in an e-mail. Any change to the work described in Exhibits A and A-1 that exceeds industry established acceptable tolerances, variances, and standards of workmanship for road and bridge construction on federal or State of California projects, whichever is stricter, and any change that requires funding from GSA, will require the express prior written consent of GSA. GSA will communicate to Donor its approval or disapproval of the proposed change as soon as possible, taking into consideration the magnitude and complexity of the change. Before commencing to implement any of the proposed changes that require prior approval, Donor must obtain the written approval of GSA. GSA will only accept the donation, if, and only if:

- All terms and conditions of this Agreement are satisfied; ~~and~~
- Donor's Construction Manager has prepared ~~and delivered~~ a final report ~~which is delivered~~ to GSA for GSA's review ~~and approval~~ that confirms ~~the addition of the bridge and roadway improvements~~ and repairs to the existing structures ~~and tunnels~~ were completed in conformance with Caltrans and ~~Federal Highway Administration ("FHWA")~~ specifications, which ~~final report~~ must be signed by appropriate Caltrans engineers following a final inspection of the ~~property facility~~; and
- GSA has verified that the property and the improvements constructed thereon meet all the terms and conditions set forth in Exhibits A and A-1.

7. ROLES AND RESPONSIBILITIES

GSA and Donor will each appoint a primary point of contact within one week after full execution of this Agreement. These points of contact will be responsible for delivering, receiving, and reviewing, as applicable, verbal or written notification of any change to the work described in Exhibits A and A-1, and coordinating and facilitating the written approval of any changes, if necessary.

8. PROJECT DOCUMENTS

Donor provided the following documentation (collectively, the "Project Documents") to GSA to facilitate ~~approval and~~ acceptance of the project:

- Donor's RFQ, which explains all base work to be performed, ~~which consists of including~~ four northbound lanes, ~~the realignment of an existing pedestrian path to the GSA Bridge~~, an eight-foot shoulder for commercial vehicles, rehabilitation work on existing structures and tunnels, and a bridge canopy along the northbound pedestrian walkway ~~on the existing GSA Bridge, and~~

- ~~Donor's July 24, 2020 Donation Letter~~ Donor's donation letter, dated July 24, 2020, stating that the proposed donation is an unconditional gift to the United States through GSA.
- Estimated construction schedule includes
 - Notice of Award on February 3, 2021
 - Notice to Proceed on February 10, 2021
 - Project Completion in October of 2022.

Commented [J1]: revise these dates and any other milestones from the schedule

9. PROJECT FUNDING

Donor will be responsible for all costs and expenses to ~~acquire~~, design, construct, and deliver the completed project, and all other costs and expenses associated with the project, including repair or replacement of any federal property damaged during ~~the course of~~ project delivery and construction and the correction of any defective or noncompliant work, until acceptance of the final project by the United States. The estimated and anticipated costs of ~~acquiring~~, designing, and constructing the ~~full scope of the~~ donated ~~transportation-related infrastructure improvements~~ property, ~~is for the entire scope of work, are~~ set forth in ~~Section 3.6~~ above. ~~Donor represents that it has secured all funds necessary to satisfy its obligations under this Agreement.~~

10. PROJECT EXECUTION

All work must be performed in a manner that either avoids or minimizes, to the extent reasonably possible, operational disruptions to the Calexico East LPOE and will safeguard the public and Federal Government personnel and property. Donor agrees to coordinate project activities with the GSA primary point of contact to ensure that operational disruptions, if any, are mitigated and managed appropriately. GSA acknowledges that Donor intends to award a Design-Build construction contract for the work described in ~~Exhibits A and Exhibit A-1~~ to the firm that offers the best value proposal. To ensure quality workmanship and the proper execution and timely completion of the work, Donor will require that its Design-Build contractor or contractors and each of their subcontractors only employ qualified personnel to perform the work.

The project will be complete only when:

- Donor's Construction Manager has prepared ~~and delivered to GSA for GSA's review and approval~~ a final report ~~which is delivered to GSA for review~~ that confirms the ~~addition of the~~ bridge and ~~roadway improvements and~~ repairs to the existing structures ~~and tunnels~~ were completed in conformance with Caltrans and FHWA specifications, which ~~final report must~~ will be signed by ~~appropriate~~ Caltrans ~~engineers~~ following a final inspection of the ~~property facility, and~~
- Donor has corrected all punch list items and deficiencies noted by GSA, ~~and~~

- GSA has verified that the property and the improvements constructed thereon meet all the terms and conditions set forth in Exhibits A and A-1; and
- Donor has complied with all other terms and conditions in this Agreement.

Upon project completion and final acceptance by the United States, Donor agrees to provide GSA with:

- ~~FGSA with~~ final as-built drawings and plans of the work described in Exhibits A and A-1;
- All documents necessary to cause the transfer of ownership (such as a bill of sale, American Land Title Association ("ALTA") survey and final total and itemized costs for the project);
- A minimum of a one-year warranty of construction ~~to be provided to GSA~~ in the form prescribed in 48 C.F.R. § 52.246-21; and
- Any other reasonable request for documentation related to the project.

11. SATISFACTORY TITLE AND TITLE EVIDENCE

Donor must provide to GSA prior to acceptance of the donation an ALTA U.S. Policy 9-28-91 (Revised 12-3-12) evidencing no mechanic's or materialmen's liens or any other interest in the proposed donation that has not been specifically approved by GSA. Any interests approved by GSA must be listed in Exhibit C, which will be attached hereto and incorporated herein by reference, after GSA has reviewed the title policy. The title policy must be supplemented by Donor's declaration attesting that there are no mechanic's or materialmen's liens or any other interests in the proposed donation that have not been specifically approved by GSA. If the title to the property is unsatisfactory in the judgment of GSA, Donor agrees to deliver or cause to be delivered to the United States, at Donor's sole cost and expense, such releases, affidavits, or other title instruments as GSA may require to cure the title defects. Should Donor fail to cure the title defects within 60 days (or such extended period as GSA may allow) after receipt of written notice of such defects, the United States may elect to not accept the donation by giving written notice to Donor. If the United States should give such notice to not accept the donation, this Agreement will terminate as of the date of such notice without liability to the United States.

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12. BILL OF SALE

Donor must provide to GSA a Bill of Sale for the proposed donation in the form attached hereto as Exhibit D and incorporated herein by reference.

13. MEETINGS

GSA ~~will~~shall have the right, but not the obligation, to attend all pre-design, design, and construction meetings for this project. GSA's, or its agents' or representatives', attendance at such meetings is for the sole benefit of the United States and does not

relieve Donor of responsibility for providing adequate quality control measures and ~~do~~^{es} not constitute or imply acceptance of any part of the work.

14. INSPECTION OF CONSTRUCTION

Regarding the entirety of the property to be donated, Donor must maintain an adequate inspection system and perform such inspections as will ensure that the work performed under this Agreement conforms to the requirements set forth herein. Donor must maintain complete inspection records and make them available to GSA upon request.

GSA reserves the right, but not the obligation, to review, test or inspect the development of the design and the prosecution of Donor's work to verify compliance with the terms of the Agreement. Donor must allow GSA and its agents and representatives access to the construction site and Donor's work for such reviews, provided such access and reviews do not unreasonably interfere with or unreasonably delay the performance of Donor's work. GSA's reviews, inspections and tests are for the sole benefit of the United States and do not relieve Donor of responsibility for providing adequate quality control measures and do not constitute or imply acceptance of any part of the work.

Donor must, without charge to the United States, replace or convert work found by GSA not to conform to contract requirements. If Donor does not promptly replace or correct rejected work, the United States may terminate this Agreement without liability to the United States and seek any other remedies permitted by this Agreement or by law.

~~Donor's~~The Construction Manager ~~must for Donor shall~~ prepare ~~and deliver to GSA for GSA's review and approval~~ a final ~~project~~ report confirming the ~~addition of the~~ bridge and ~~and roadway improvements and~~ repairs to the existing structures ~~and tunnels~~ were completed in conformance with Caltrans and FHWA specifications^s, which ~~final report must will~~ be signed by ~~appropriate~~ Caltrans ~~engineers~~ following a final inspection of the ~~property facility~~.

15. SPECIFICATIONS^s AND DRAWINGS FOR CONSTRUCTION

Donor must allow GSA and its agents and representatives access to the construction documents, plans, drawings, specifications, reports^s, and any other document during all phases of pre-design, design development and construction. Because Donor contemplates construction using the Design-Build method, GSA ~~will shall~~ have the right, but not the obligation^s, to review the design documents at various stages of design submittals, including 30%, 60%, 90%^s and 100%.

Donor must keep on the work site a copy of the drawings and specifications and must at all times give GSA access thereto. Anything mentioned in the specifications and not shown on the drawings^s, or shown on the drawings and not mentioned in the specifications, must be of like effect as if shown or mentioned in both. In case of differences between plans, drawings and specifications, the specifications will identify which construction document governs.

Donor must, without charge to the United States, correct design found by GSA not to conform to contract requirements. If Donor does not promptly correct the rejected design, the United States may terminate this Agreement without liability to the United States and seek any other remedies permitted by this Agreement or by law.

16. CONTRACTORS AND SUBCONTRACTORS

Nothing contained in this Agreement will be construed as creating any contractual relationship between any third party (e.g., contractor, subcontractor, or supplier) and the United States. Donor will be responsible to the United States for the acts and omissions of its own employees and, to the maximum extent provided by law, those of its contractors, subcontractors, suppliers, and their employees. The United States reserves the right to exclude or remove from the site or any buildings at the site any person who violates rules and regulations concerning conduct on federal property or whose continued presence on site is otherwise determined by the Government to be contrary to the public interest.

17. ENVIRONMENTAL REPRESENTATIONS

Donor represents that it has completed all required environmental analysis and determined that a categorical exclusion applied.

Donor must represent and warrant to the United States as of the date the donated property is accepted by the United States that, to the best of Donor's knowledge, information and belief,:

- Donor has no liability under, has never violated and is presently in compliance with all environmental laws, rules, regulations, and ordinances applicable to the property and any operations thereon, and there exist no adverse environmental conditions with respect to the property or any operations thereon in connection with or arising out of Donor's activities thereon.
- Donor has neither disposed of solid waste at the property, nor generated, manufactured, refined, transported, stored, handled, disposed, transferred, produced, or processed any hazardous substance, pollutant or contaminant, including asbestos, hazardous wastes or hazardous constituents, petroleum or petroleum derivatives (as those terms are defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended, and the Resource Conservation and Recovery Act) (collectively, "Hazardous Substance"), disposed of, released or existing in environmental media, such as soil, subsurface soil, air, groundwater, surface water, or subsurface geological formations at levels above background from or on the property (other than ordinary small quantities of household or office cleaning supplies and office supplies, such as photocopy supplies for office use), and Donor has no

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knowledge of the release or threat of release of any of these at or in the vicinity of the property.

- No lien has been imposed on the property by any governmental entity in connection with an unsatisfactory environmental condition located on or off the property.
- The property contains no asbestos-containing materials. Asbestos-containing materials are defined as any materials with a concentration of 1% or greater by dry weight of asbestos fibers.

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18. ENVIRONMENTAL RESPONSIBILITIES AND OBLIGATIONS

A. Responsibilities and Obligations of Donor. Donor ~~must~~will comply with all rules, laws, regulations, ordinances, and licensing or permit requirements and guidance applicable to Donor and will take all response actions necessary to protect human health and the environment that have not been taken as of the date the property is donated to the United States, but are discovered to be required after the date of the donation and are not attributable to the actions of the United States. Donor provides assurances that, in accordance with and to the extent required at the location of the project by applicable federal, ~~State,~~ and local laws, Donor will timely:

- Assess, inspect, investigate, study, and remove or remediate, as appropriate, the release or threatened release of a Hazardous Substance, ~~disposed of,~~ released or existing in due to its project work from environmental media, such as soil, subsurface soil, air, groundwater, surface water, or subsurface geological formations at levels above background from or on the property arising out of or related to Donor's activities under this Agreement; and
- Settle or defend any claim, demand or order made by federal, ~~State,~~ or local regulators or third parties against Donor in connection with any release or threatened release of a Hazardous Substance from or on the property arising out of or related to Donor's ~~due to its~~ activities under this Agreement.

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B. Responsibilities and Obligations of the United States. The United States will comply with all rules, laws, regulations, ordinances, and licensing or permit requirements and guidance applicable to the United States relating to the protection of human health or the environment in connection with its use of the property.

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C. Environmental Responsibilities and Obligations Survive Expiration or Earlier Termination. The provisions in this Agreement relating to environmental

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responsibilities and obligations will survive the expiration or earlier termination of this Agreement.

B. _____

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19. LIABILITY AND INDEMNITY

Donor is responsible for all damages to persons or property that occur ~~as a result because~~ of its activities and the activities of its agents, representatives, contractors, and subcontractors under this Agreement or otherwise in completing the work that is the subject of this Agreement, whether caused by intentional conduct, recklessness, fault, negligence, or otherwise.

Donor agrees to indemnify and save harmless the United States, its agents, and employees, to the maximum extent provided by law, against any and all loss, damage, claim, or liability whatsoever, due to personal injury or death, or damage to property of others, directly or indirectly, arising out of or related to the privileges granted under this Agreement to Donor, including failure to comply with the obligations of this Agreement.

20. INSURANCE AND BONDS

Donor ~~must shall~~ cause and ensure that all its contractors obtain an endorsement naming the United States as an additional insured on all insurance required for the work that is the subject of this Agreement. Donor ~~must shall~~ provide to GSA a copy of the policy certificate ~~that which~~ shows the policy coverage amount(s) and the endorsement page that documents and confirms that the United States ~~of America~~ has been added as an additional insured on the aforementioned policies. The insurance carrier ~~must is required to~~ waive all subrogation rights against any of the named insured.

Additionally, Donor ~~must shall~~ cause and ensure that all its contractors name the United States as a co-obligee on all bonds (e.g., performance bond ~~and~~ payment bond) each equal to 100% of the total project cost. Donor ~~must shall~~ provide ~~to~~ GSA a copy of the bonds evidencing such ~~compliance~~.

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21. SITE CONDITIONS

Neither GSA nor any other agency or instrumentality of the United States ~~will shall~~ be responsible for any unknown or unexpected site conditions encountered on its site. Also, any costs caused by any changed conditions ~~will shall~~ be the ~~sole~~ responsibility of Donor and neither GSA nor the United States will be liable or responsible for any costs or claims for costs due to any changed conditions. If Donor elects not to modify this Agreement and bear such increased costs, this Agreement may be terminated, subject to the termination and restoration provisions set out herein.

22. ACCESS TO CONTROLLED UNCLASSIFIED INFORMATION

Non-Disclosure Agreement. Donor acknowledges that as a part of its project planning and execution activities, GSA may need to provide Donor with confidential sensitive information. Donor agrees to maintain the confidentiality of information designated by the Federal Government as Controlled Unclassified Information ("CUI") and will sign a Release and Non-Disclosure Agreement ("NDA"), a copy of which is (as attached hereto as in Exhibit EF and incorporated herein by reference.) to that effect, and cause its agents, representatives, contractors, subcontractors, and suppliers to do so, as well. I

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This Agreement must be executed by all the Parties and the NDA must be executed by any individual requesting access to CUI.

A. The provisions of this Agreement relating to CUI will survive the termination or expiration or earlier termination of this Agreement.

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A.B. Responding to Requests for CUI. If Donor receives a request for documents related to this Agreement from a party who is not a signatory to this Agreement, Donor will assert any and all applicable defenses, privileges, exceptions, and exemptions from disclosure under the California Public Records Act or any other law and to maintain the confidentiality of the information to the maximum extent permissible under law. Donor will immediately notify GSA of any such request and will draft a response, in consultation with GSA.

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B.C. Donor Generated Documents. Donor generated documents, including those of Donor's agents, representatives, contractors, subcontractors, and suppliers, that contain CUI controlled unclassified information must be marked as CUI on the original documents and all copies before any dissemination.

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C.D. Legitimate Need to Know. CUI must be protected, with access strictly controlled and limited to those individuals having a legitimate business need to know such information. Any contractors or subcontractors having a legitimate business need to know such information must be registered as "active" in the System for Award Management (SAM) database at www.sam.gov. If they are not registered, they must provide to Donor their DUNS number or tax ID number and a copy of its business license, and Donor must keep this information for the duration of the contract.

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D.E. Public Safety Entities. Public safety entities, such as fire and utility departments, may require access to CUI on a need-to-know basis. This

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clause does not prevent or encumber the dissemination of CUI to public safety entities.

E.F. Electronic Submission of CUI. Electronic submission of CUI outside of the GSA network must use session encryption (or alternatively, fire encryption). Encryption must be via an approved National Institute of Standards and Technology algorithm with a valid certification, such as Advanced Encryption Standard (AES) or Triple Data Encryption Standard (3DES). In accordance with Federal Information Processing Standards Publication ("FIPS PUB") 140-2, Security Requirements for Cryptographic Modules, as required by GSA policy.

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F.G. Non-Electronic Form Submission. Non-electronic form (including paper documents, among other formats) or on portable electronic data storage devices (including, but not limited to, CDs, DVDs, and USB drives):

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A.a. By mail, Donor must utilize only methods of shipping that provide services for monitoring receipt, such as track and confirm proof of delivery, signature confirmation or return receipt.

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B.b. In person, Donor must provide CUI/SBU building information only to authorized recipients with a need to know such information.

G.H. List of CUI Recipients. Donor must maintain a list of all entities to whom CUI is disseminated. This list must include, at a minimum: (1) name of entity, utility or firm; (2) name of the individual at the entity, utility or firm who is responsible for protecting the CUI, with access strictly controlled and limited to those individuals having a legitimate business need to know such information; (3) contact information for the named individual; and (4) a description of the CUI provided. Once "as-built" drawings are submitted, Donor must collect all lists maintained in accordance with this clause, including those maintained by any contractors and suppliers, and submit them to the GSA point of contact Project Manager.

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H.I. Limitation on Physical Location of CUI. Donor and its agents, representatives, and contractors may not take CUI outside of GSA or their own facilities or network, except as necessary for the performance of that contract.

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I.J. Disposal. When no longer needed, all CUI must be returned to the GSA point of contact Project Manager with along with a signed statement stating that all CUI has been returned.

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J.K. Improper Disclosures. All improper disclosures of CUI must be immediately reported to the GSA point of contact Project Manager and Donor must will provide a corrective action plan explaining how it will rectify any noncompliance and comply with the clause in the future.

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~~K.L.~~ Flow Down Requirement. Donor must insert the substance of the CUISBU clause in all its contracts and require it be included in all subcontractor and supplier contracts.

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23.23. **SECURITY CONSIDERATIONS**

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Each employee, worker and supplier will be subject to a background investigation prior to being authorized to commence work on any aspect of the pProject at the discretion of GSA.

The project mustwill incorporate and comply with all applicable changes and updates to security regulations and requirements as promulgated by the U.S. Department of Homeland Security.

Donor must comply with the following requirements pertaining to security clearances:

A.a. All personnel performing work under cthe Contract on the pProject site must obtain an Enter on Duty (EOD) determination before they will be granted access to the site.

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B.b. To obtain an EOD determination, Dedonor mustshall submit for all such personnel fingerprints on Form SF-87 and a completed Information Worksheet (CIW). Detailed information is available at <http://www/gsa/gov/portal/category/107203>. USAccess Credentialing Centers can be located at <http://www/fedidcard.gov/ceterlist.aspx>.

C. In addition, all such personnel who will be on site six6 months or longer must apply for and receive clearance in accordance with Homeland Security Presidential Directive 12 ("HSPD-12").

24.24. **ACCESS TO GOVERNMENT PROPERTY**

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Donor, its agents and representatives, including all contractors, subcontractors, and suppliers, must comply with Homeland Security Presidential Directive 12 (HSPD-12), Office of Management and Budget (OMS) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

Donor mustshall account for all forms of Government-provided identification issued to Donor's employees, agents, representatives, contractors, subcontractors, and suppliers in connection with the work that is the subject of this Agreement. Donor mustshall return such identification to the issuing agency at the earliestt of any of the following, unless otherwise determined by the Government:

A.e When no longer needed for project performance;

B.e Upon completion of an employee's employment; or

C.e Upon contract completion or termination.

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25. SAFEGUARDING SENSITIVE DATA AND INFORMATION TECHNOLOGY RESOURCES

This section applies to all users of sensitive data and information technology (IT) resources, including Donor, its agents, representatives, contractors, subcontractors, suppliers, and manufacturers. The following GSA policies must be followed. They can be found at <https://www.gsa.gov/directives-library>:

- CIO 1878.3 Developing and Maintaining Privacy Threshold Assessments, Privacy Impact Assessments, Privacy Act Notices, and System of Records Notices
- CIO 2100.1 GSA [Information Technology \(IT\)](#) Security Policy
- CIO 2100.3C Mandatory [Information Technology \(IT\)](#) Security Training Requirements for Agency and Contractor employees with significant security responsibilities
- CIO 2104.1B GSA Information Technology IT General Rules of Behavior
- CIO 2180.2 GSA Rules of Behavior for Handling Personally Identifiable Information (PII)
- CIO 2182.2 Mandatory Use of Personal Identity Verification (PIV) Credentials
- CIO 2231.1 GSA Data Release Policy
- CIO 9297.2C CHGE 1 GSA Information Breach Notification Policy
- ADM P 9732.1 D Suitability and Personnel Security OSC 2106.2 GSA Social Media Policy

26-26. LIMITATIONS

Nothing in this Agreement is intended to conflict with current law, regulation, directives, or policy of the United States or GSA. If any provision of this Agreement is inconsistent with any such authority, then that provision is deemed to be invalid and subject to modification upon concurrence of the Parties, and the remaining terms and conditions of this Agreement will continue in full force and effect.

The Parties acknowledge that this Agreement is not a commitment to future funding, staffing or other resources. Nothing in this Agreement may be construed or interpreted to obligate the United States to any current or future expenditure of funds in advance of, or in excess of, the availability of appropriations, nor does this Agreement obligate the United States to spend available funds for any particular purpose.

Nothing in this Agreement constitutes or can be construed as a waiver of the sovereign immunity of the United States.

27-27. NOTICES

All notices and other communications arising under this Agreement must be in writing and must be furnished by (i) hand delivery; (ii) United States certified mail, postage

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prepaid, return receipt requested; or (iii) nationally available overnight next business day courier, charges prepaid, signature of recipient required, in each instance, if to GSA, to the GSA point of contact, Project Team Manager, and if to Donor, to the Donor point of contact, Project Manager, at the addresses set forth immediately below. Any Party may change the notice address set forth below by serving five (5) days' prior written notice upon the other Parties. Any such notice will be duly given upon the date it is delivered to the address (or, if delivery is refused, the date when delivery was first attempted) shown below.

GSA:
Mr. Anthony Kleppe
U.S. General Services Administration
Public Buildings Service (9PTC)
50 United Nations Plaza
Mailbox 9
San Francisco, CA 94102

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with a copy to:

Margaret Haggerty, Esq.
Regional Counsel
U.S. General Services Administration
Office of Regional Counsel (LD9)
50 United Nations Plaza
San Francisco, CA 94102

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Donor:
Mr. Mark Baza,
Executive Director
Imperial County Transportation Commission
1503 N. Imperial Avenue,
Suite 104
El Centro, CA 92243

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28.28. EXAMINATION OF RECORDS

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Donor agrees that GSA or its duly authorized representative will, until the expiration of three (3) years after the date of acceptance of the donation by the United States, have access to and the right to examine any books, documents, papers, and records of Donor involving transactions related to this Agreement or compliance with any clause or provision thereunder.

29.29. UNITED STATES RIGHTS TO DATA

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The United States will have unlimited rights in all the Project Documents and all related construction documents, plans, drawings, specifications, reports, and any other document generated during the pre-design, design development and construction phases of the project. Donor, for a period of three (3) years after the date the United States accepts the donation, agrees to furnish the original or copies of all such Project Documents and all related construction documents, plans, drawings, specifications, reports, and any other document generated during the pre-design, design development and construction phases of the project on the requests of GSA.

30-30. MODIFICATION

This Agreement may be modified or amended only by written, mutual agreement of the Parties. Any Party can initiate the amendment process by providing written notice describing the proposed amendment to the other Parties. During the ensuing 30-day period, the Parties will actively coordinate to try to reach a consensus on the proposed amendment.

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31-31. DISPUTE RESOLUTION

All disputes arising under or relating to this Agreement will be resolved following the procedures set forth in this section 3129 and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. The Parties agree to make good faith efforts to resolve informally disputes that may arise out of or relate to this Agreement, or the breach thereof, that affects the Parties' obligations and responsibilities under this Agreement. If such a dispute arises between Donor and the United States, Donor may file a claim (a "Donor Claim") with GSA, or the United States may file a claim (a "United States Claim") against Donor. A "Claim" is a United States Claim or a Donor Claim. If the disputes cannot be settled through negotiation, the Parties will first try in good faith to settle the dispute by mediation, before resorting to litigation. The United States agrees that GSA will not issue any final determination regarding any Claim by either Party until and unless such mediation has been concluded or either Party advises the other that a resolution of the disputes by mediation does not appear likely within a reasonable time.

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32-32. NONCOMPLIANCE AND DEFAULT

In the event Donor, after receiving written notice from the GSA primary point of contact of non-compliance with any requirement of this Agreement, fails to initiate promptly such action as may be appropriate to comply with the specified requirement within a reasonable period of time, GSA will have the right to not accept the donation until Donor has complied or has initiated such action as may be appropriate to comply within a reasonable period of time.

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If Donor refuses or fails to prosecute the work or any severable part with the diligence that will ensure its completion within the time specified in this Agreement, including any extension, fails to complete the work within this time, fails to compete the work in the manner or to the specifications required by this Agreement, or fails to make required payment to contractors and subcontractors (which includes laborers and suppliers), GSA will, by written notice, provide Donor a reasonable time to cure performance, which will not be less than 30 days. If Donor does not cure within the reasonable time, Donor will be in default under this Agreement.

In the event of a default by Donor, the United States may pursue any available remedy, including one or a combination of the following: not accepting the donation, seeking reimbursement for costs and expenses the United States incurred to the date of the termination or incurs for completing the work or requiring Donor to restore any altered federal property to its pre-construction conditions. Upon default, the United States may take possession of and use any tools, materials, equipment, or appliances on the work site necessary for completing the work. Donor and its sureties will be liable for any damage sustained by the United States resulting from Donor's default under this Agreement, whether or not Donor's right to proceed with the work is terminated.

Donor's right to proceed will not be terminated nor will Donor be charged with damages under this section if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of Donor, and Donor notifies the GSA primary point of contact within 10 days from the beginning of any such delay and the cause for the delay.

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33-33. TERMINATION

Any Party may terminate its participation in this Agreement by providing written notice to the other Parties at least 30 days prior to commencement of construction activities, in which case the United States will be under no obligation to accept the donation and the Parties will thereafter have no further rights, obligations or liabilities under this Agreement other than those that expressly survive ~~the termination or~~ expiration or earlier termination of this Agreement. In the event Donor has altered federal property prior to termination of ~~the~~ Agreement, Donor agrees, subject to the discretion of the United States, to restore the property to its prior condition. In the event Donor has received any sensitive or confidential information from GSA pertaining to the proposed donation and the donation is not consummated for any reason, Donor must promptly return all such materials. This provision survives the expiration or earlier termination of the Agreement.

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34-34. SIGNATORIES

The GSA Commissioner of Public Buildings, or another agency official with the appropriate delegated authority, must execute this Agreement to be effective. Donor's

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signatory to this Agreement must have full authority to bind Donor regarding all matters relating to this Agreement.

35-35. COUNTERPARTS

This Agreement may be executed in counterparts, each of which will be deemed to be a duplicate original, and which together will constitute one and the same instrument.

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36-36. INTEGRATION AND MERGER

This Agreement sets out all the terms, conditions and agreements of the Parties and supersedes any previous understandings or agreements regarding the donation, whether oral or written. No modification or amendment of this Agreement will be effective unless in writing and signed by both Parties.

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37-37. VALIDITY OF PARTS

If any provision of this Agreement is declared to be invalid by a court of competent jurisdiction, the remaining provisions will continue in full force.

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38-38. NO PUBLIC OFFICIALS TO PARTICIPATE OR BENEFIT

No member or delegate to the United States Congress, or ~~officers or~~ employees of the United States or the Government of the State of California, may be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom; provided, however, that this provision will not be construed as extending to any person who may be a shareholder, or other beneficial owner of any publicly held corporation or other entity, if this Agreement is for the general benefit of such corporation or other entity.

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39-39. NO PRECEDENT

The terms of this Agreement will not establish any precedent, nor will this Agreement be used as a basis to seek or justify similar terms in any subsequent situation involving the Parties.

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40-40. EFFECTIVE DATE

This Agreement will become effective when all the Parties have signed it. The date this Agreement is signed by the last Party to sign it (as indicated by the date stated opposite that Party's signature) will be deemed to be the effective date of this Agreement. This Agreement will remain in effect until it is terminated as provided in sections 32 and 33, above, or the property is accepted by the United States.

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*[Remainder of page intentionally left blank.
Signature page to follow.]*

Signature Page

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates noted below.

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FOR THE IMPERIAL COUNTY TRANSPORTATION COMMISSION

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XXXXXXXXXXXXXXXXXXXXCheryl Viegas-Walker
TitleChairperson

Date: _____

FOR THE UNITED STATES OF AMERICA,
acting by and through t
The Administrator of
~~the~~ General Services and authorized Administration
representatives

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Allison H. AzevedoXXXXXXXXXXXX
Acting Commissioner,
Public Buildings Service

Date: _____

Exhibit A
Scope of Work

Map 4

Exhibit A-1

Additional Scope of Work

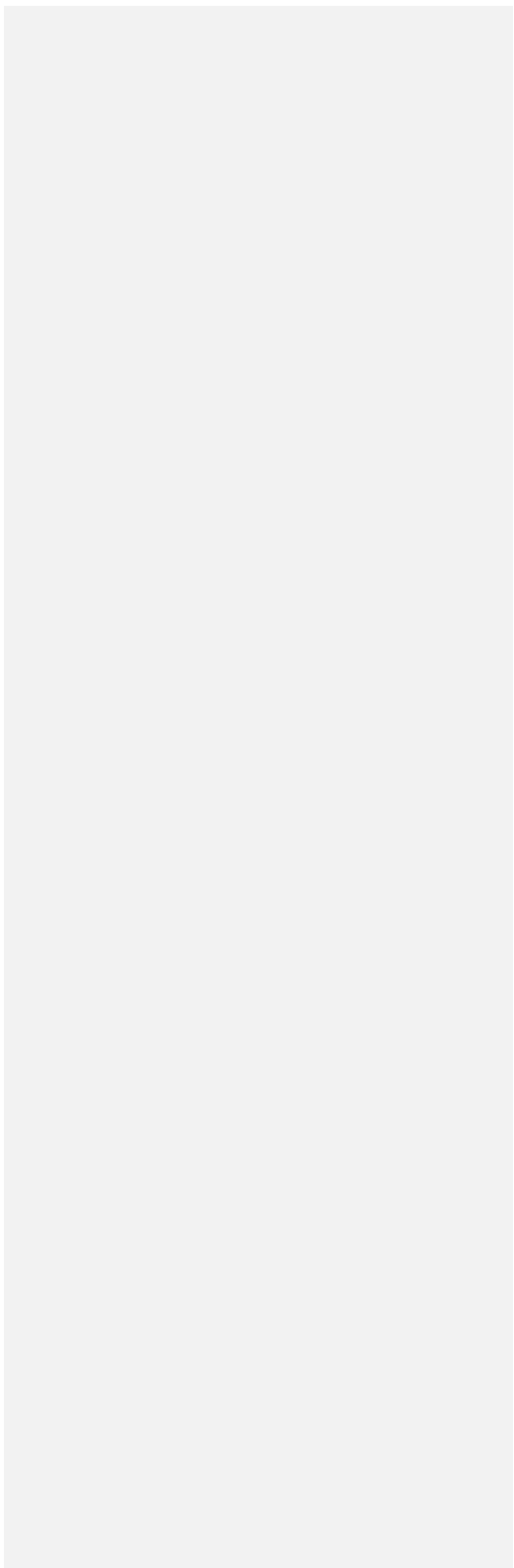


Exhibit B
Construction Standards

Exhibit C

Property Interests Approved by GSA

NONE

Exhibit D

Bill of Sale

The Imperial County Transportation Commission, a _____, whose address is _____, and its successors and assigns ("Donor"), pursuant to a Donation Acceptance Agreement dated _____, 2021 ("Agreement"), ~~intends to transfer, convey and deliver~~ will transfer certain transportation-related infrastructure improvements 4 additional lanes (described in Exhibit A to the Bill of Sale), and if Donor's funding permits, the optional work described in Exhibit A-1 to the Bill of Sale, to the existing GSA bridge crossing the All American Canal at the Calexico East Land Port of Entry ("Calexico East LPOE") in Calexico, California, to the United States of America, acting by and through the Administrator of General Services Administration and authorized representatives, whose address is 1800 F Street, N.W, Washington, DC 2040550 United States Plaza, _____, San Francisco, CA 93102 ("GSA").

In consideration of the covenants contained in this Bill of Sale and in the Agreement, AND IN CONSIDERATION of the sum of One Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Donor hereby transfers, conveys, and delivers to ~~the~~ GSA the property described as follows:

Four additional northbound lanes, ~~the~~ and re-alignment of an existing the pedestrian path to the ~~existing~~ GSA bridge that ~~traverses~~ ing the All-American Canal at the Calexico East Land Port of Entry (the "GSA Bridge"), ~~and should funds be available to Donor, an eight-foot shoulder for commercial vehicles, the~~ rehabilitation of existing structures and tunnels, and a bridge canopy along the northbound pedestrian walkway on the existing GSA Bridge, all of which are described as base and optional work in Exhibits A and A-1, respectively, attached hereto and incorporated herein by reference. As part of the pedestrian path re-alignment and related improvements, ~~the~~ Donor will construct permanent fencing and an entrance gate, as necessary, to replace temporary fencing. The property to be donated was originally described as base and optional work in Exhibits A and A-1, but the optional work is now part of the property being donated.

The property described above and in Exhibits A and A-1 ~~is~~ are transferred with all applicable warranties and representations, including a minimum of a one-year warranty of construction to be provided ~~ded~~ to GSA in the form prescribed in 48 C.F.R. § 52.246-21.

This Bill of Sale ~~will~~ shall be governed by and construed in accordance with the laws of the United States.

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This Bill of Sale will~~shall~~ become effective between Donor and GSA on the date executed by both parties below.

This Bill of Sale will~~shall~~ bind and insure to the benefit of Donor and GSA and their respective successors and assigns.

[Signature on Following Page]

IN WITNESS WHEREOF, this Bill of Sale is signed by its duly authorized [insert title], this ____ day of _____, 20210.

Imperial County Transportation Commission

By: _____
Printed Name and Title

Acknowledgement

State of California County of _____) On _____ before me, _____ (insert name and title of the officer) personally appeared

_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal. Signature _____
(Seal).

United States of America,
aActing by and through the
Administrator

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Of the General Services and authorized
representatives Administration

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By: _____
Name and Title

[Exhibit E](#)

[Release and Non-Disclosure Agreement](#)

| Map 1

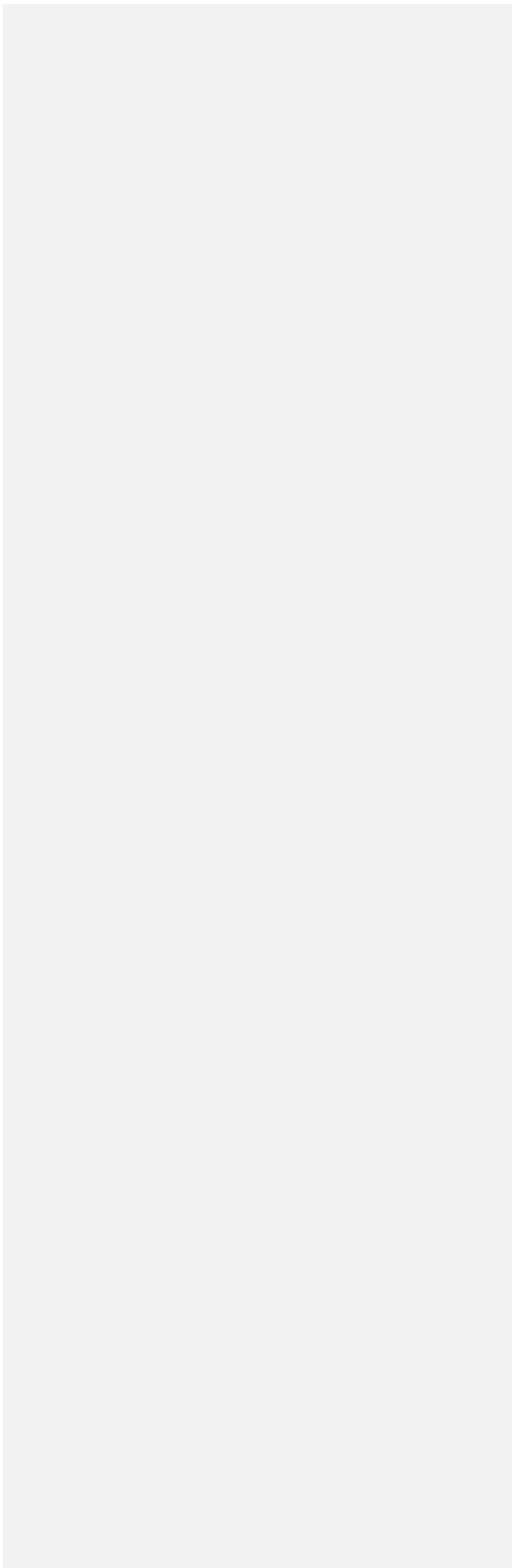


Exhibit A
Base and Optional Scope of Work

Build Alternative (Alternative Option A)

This alternative proposes to widen the existing structure over the All-American Canal near the U.S./Mexico border approximately 0.7 miles south of SR 7. The proposed widening would add four northbound (NB) lanes on the structure, two commercial and two passenger vehicle lanes, and new concrete barriers, increasing the number of lanes on the bridge from nine to thirteen. All widening will occur to the east of the existing structure. In addition, this project would include minor modifications to existing landscaping, drainage, signage, and lighting. The existing NB pedestrian walkway would be shifted to the east to facilitate the addition of the two new NB passenger vehicle lanes (**see Attachment C1**).

Alternative Option B

The Build Alternative (Options A and B) in this Project Report proposes to widen the Bridge on its east side as traffic impacts during construction are reduced along with capital construction cost.

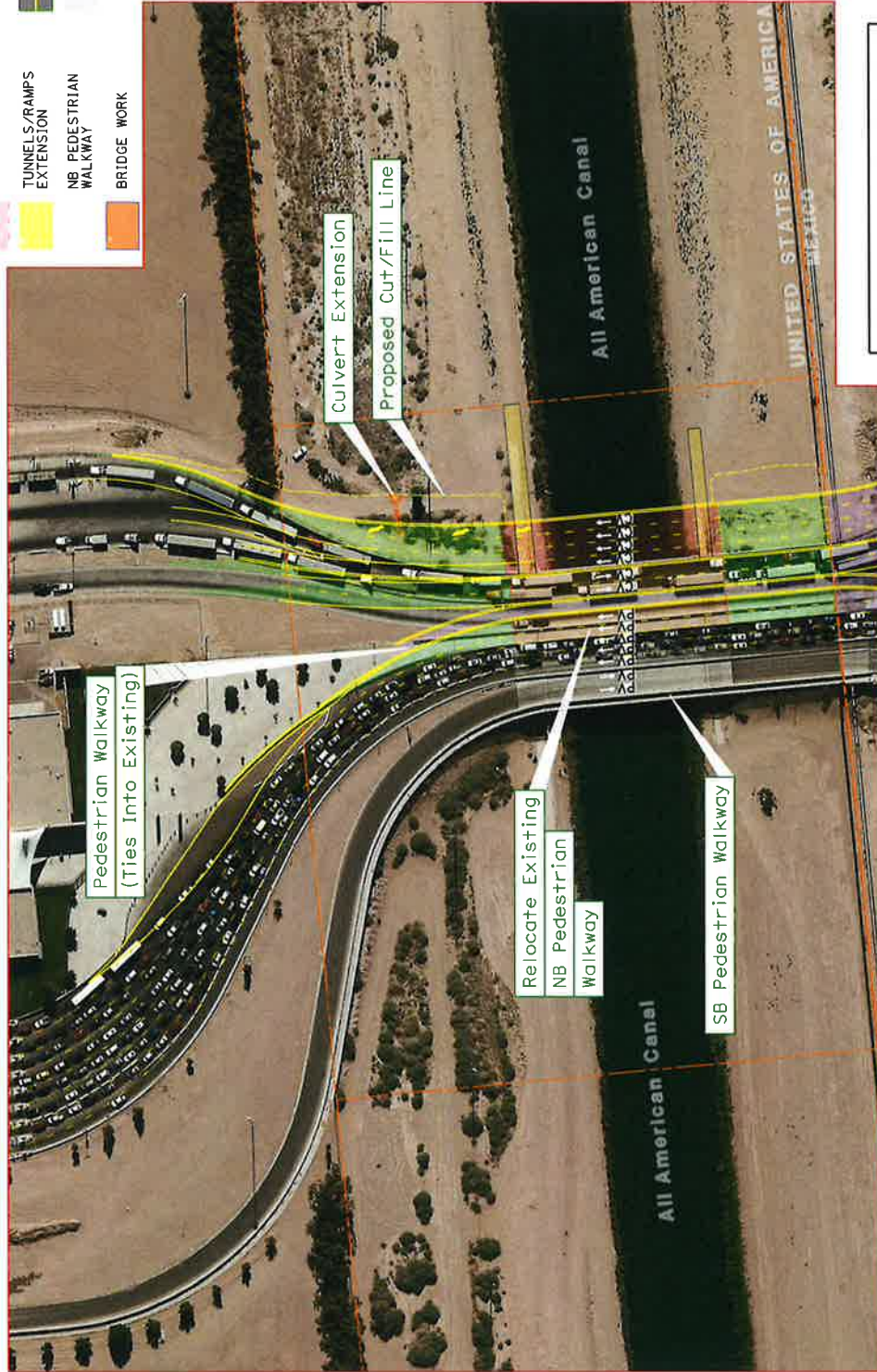
The alternative outlined in the Project Initiation Document and the U.S. DOT BUILD Grant application also included the construction of four NB lanes but proposed widening on both sides of the existing bridge and an additional eight-foot shoulder on both the east side and west side of the new bridge. The project team determined constructing all the widening on the east side of the existing bridge and shifting commercial traffic and the pedestrian walkway to the east would facilitate construction and reduce costs.

ICTC's grant application requested \$25 million to fund Option A but was awarded \$20 million. In order to address the need and purpose of the project and complete Option B for an additional \$7.5 million that includes, the eight-foot shoulder, along with non-critical bridge rehabilitation work on the existing structures, including tunnels. (**See Attachment C2**).

*The additional funding of \$7.5 million for Option B was approved by the California Transportation Commission on December 2, 2020.

LEGEND:

- APPROACH ROADWAY
WIDENING
RECONFIGURATION
- PRELIMINARY
GEOMETRY/STRIPING
- WORK TO BE
PERFORMED BY
MEXICO
- BRIDGE WIDENING
- TUNNELS/RAMPS
EXTENSION
- NB PEDESTRIAN
WALKWAY
- BRIDGE WORK



**BUILD ALTERNATIVE
(OPTION A)**

Passenger Vehicles
Commercial Vehicles

Existing	
Number of Lanes	
2 NB Lanes (CV)	
2 SB Lanes (CV)	
3 NB Lanes (PV)	
2 SB Lanes (PV)	
9 Lanes Total	

Proposed	
Number of Lanes	
4 NB Lanes (CV)	
2 SB Lanes (CV)	
5 NB Lanes (PV)	
2 SB Lanes (PV)	
13 Lanes Total	

LEGEND:

- APPROACH ROADWAY
WIDENING
RECONFIGURATION
- PRELIMINARY
GEOMETRY/STRIPING
- WORK TO BE
PERFORMED BY
MEXICO
- BRIDGE WIDENING
- TUNNELS/RAMPS
EXTENSION
- NB PEDESTRIAN
WALKWAY
- BRIDGE WORK

Existing	
Number of Lanes:	
2 NB Lanes (CV)	
2 SB Lanes (CV)	
3 NB Lanes (PV)	
2 SB Lanes (PV)	
9 Lanes Total	
Proposed	
Number of Lanes:	
4 NB Lanes (CV)	
2 SB Lanes (CV)	
5 NB Lanes (PV)	
2 SB Lanes (PV)	
13 Lanes Total	



**BUILD ALTERNATIVE
(OPTION B)**

**BRIDGE WIDENING AT CALEXICO EAST PORT OF ENTRY
IN IMPERIAL COUNTY 0.7 MILE SOUTH OF ROUTE 7 NEAR THE US/MEXICO BORDER**

EAST WIDENING ALTERNATIVE
FOR PRELIMINARY STUDY ONLY

DESIGNED BY: R. Fajiga, R. Polo, J.A. Perez Voldes, A. Ong

NO SCALE

DATE: 11/17/2010
SHEET: 1 OF 1
PROJECT: 11-17-2010

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
DISTRICT 11
TRADE CORRIDOR

ATTACHMENT C2

SHEET 1 OF 1

DIMENSIONS ARE IN FEET
UNLESS OTHERWISE SHOWN



Exhibit C

Costs for Base and Optional Work

DISTRICT 11
PRELIMINARY
PROJECT COST ESTIMATE

11- PAGE ESTIMATE
EA 11-430500 PID 1118000265
PR

Type of Estimate :

Program Code :

Project Limits :

11-IMP-007-PM 0.0

Description:

In Imperial County Near Calexico at Calexico East Port of Entry Bridge (All American Canal)

Scope :

Widen the bridge, adding four lanes (no 8-foot shoulder), along with roadway reconfiguration and new barriers with deferred bridge maintenance of existing bridge 3 only.

Alternative :

Built Alternative (Option A)

	Current Cost	Escalated Cost
ROADWAY ITEMS	\$ 6,168,600.00	\$ 6,539,715.00
STRUCTURE ITEMS	\$ 8,740,000.00	\$ 9,265,815.00
SUBTOTAL CONSTRUCTION COST	\$ 14,908,600.00	\$ 15,805,530.00
RIGHT OF WAY	\$ 4,000.00	\$ 4,000.00
TOTAL CAPITAL COST	\$ 14,913,000.00	\$ 15,810,000.00

PA&ED SUPPORT	\$ 3,000,000.00
PS&E SUPPORT	\$ 2,769,000.00*
RIGHT OF WAY SUPPORT	\$ -
CONSTRUCTION SUPPORT	\$ 3,478,000.00*
TOTAL SUPPORT COST	\$ 9,247,000.00

*\$6,247,000 Total Design/Build Support

**Note: Caltrans to be resourced \$700,000 in the Design/Build Phase as reflected in the 11th page of this estimate.

TOTAL PROJECT COST	\$ 14,950,000.00	\$ 25,057,000.00
---------------------------	-------------------------	-------------------------

	Month	Year
Date (Month/Year) of Estimate	1	2020
Estimated Date (Month/Year) of Construction	6	2021
Number of Months of Escalation	17	
Number of Years of Escalation	1.42	
If Project has been programmed enter Programmed Amount	\$	-
Number of Working Days	360	
Number of Plant Establishment Days (PE)		
Number of Permanent Erosion Control Establishment Days (EC)	250	

Estimated Project Schedule

PID Approval	June 2018
PA/ED Approval	May 20, 2020
PS&E	N/A
RTL	N/A
Begin Construction	September 2020

Reviewed By Design Manager

Jose Luis Robles
Jose Luis Robles - Design Manager

4/24/20

(619) 688-6887

Date

Phone

Approved By Project Manager

Nicola J. Bernard
Nicola Bernard - Project Manager

04/27/20

(619) 688-6708

Date

Phone

Escalation rates used in this estimate for Highway Construction Capital Costs are 4.2% compounded annually to Construction year. The decision to use 4.2% for this estimate was as per the direction of Cost Estimating Forum due to SB-1 funding. The coded contract items are per 2015 Bid Items. (REV 08/29/18)

DISTRICT 11
PRELIMINARY
PROJECT COST ESTIMATE

11- PAGE ESTIMATE
EA 11-430500 PID 1118000265
PR

Type of Estimate :

Program Code :

Project Limits :

11-IMP-007-PM 0.0

Description:

In Imperial County Near Calexico East Port of Entry Bridge (All American Canal)

Scope :

Widen the bridge, adding four lanes and a shoulder, along with roadway reconfiguration and new barriers with deferred maintenance of existing bridges 1, 2 and 3 and existing tunnels, proposed bridge canopy.

Alternative :

Built Alternative (Option B)

	Current Cost	Escalated Cost
ROADWAY ITEMS	\$ 6,857,700.00	\$ 7,270,272.00
STRUCTURE ITEMS	\$ 13,039,000.00	\$ 13,823,451.00
SUBTOTAL CONSTRUCTION COST	\$ 19,896,700.00	\$ 21,093,723.00
RIGHT OF WAY	\$ 4,000.00	\$ 4,000.00
TOTAL CAPITAL COST	\$ 19,901,000.00	\$ 21,098,000.00

PA&ED SUPPORT	\$ 3,000,000.00
PS&E SUPPORT	\$ 3,797,700.00*
RIGHT OF WAY SUPPORT	\$ -
CONSTRUCTION SUPPORT	\$ 4,641,600.00*
TOTAL SUPPORT COST	\$ 11,439,200.00

*\$8,439,300 Total Design/Build Support

**Note: Caltrans to be resourced \$700,000 in the Design/Build Phase as reflected in the 11th page of this estimate.

TOTAL PROJECT COST	\$ 19,950,000.00	\$ 32,550,000.00
---------------------------	-------------------------	-------------------------

	Month	Year
Date (Month/Year) of Estimate	1	2020
Estimated Date (Month/Year) of Construction	6	2021
Number of Months of Escalation	17	
Number of Years of Escalation	1.42	
If Project has been programmed enter Programmed Amount	\$	-
Number of Working Days	360	
Number of Plant Establishment Days (PE)		
Number of Permanent Erosion Control Establishment Days (EC)	250	

Estimated Project Schedule

PID Approval	June 2018
PA/ED Approval	May 20, 2020
PS&E	N/A
RTL	N/A
Begin Construction	September 2020

Reviewed By Design Manager

Jose Luis Robles
Jose Luis Robles - Design Manager

4/24/20

(619) 688-6887

Date

Phone

Approved By Project Manager

Nicola J. Bernard
Nicola Bernard - Project Manager

04/27/20

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Escalation rates used in this estimate for Highway Construction Capital Costs are 4.2% compounded annually to Construction year. The decision to use 4.2% for this estimate was as per the direction of Cost Estimating Forum due to SB-1 funding. The coded contract items are per 2015 Bid Items. (REV 08/29/18)

DISTRICT 11
PRELIMINARY
PROJECT COST ESTIMATE

I. ROADWAY ITEMS

Section		Cost	
1	Earthwork	\$	507,800
2	Pavement Structural Section	\$	861,700
3	Drainage	\$	339,300
4	Specialty Items	\$	936,800
5	Environmental	\$	399,900
	5A Environmental Mitigation	\$	-
	5B Landscape and Irrigation	\$	-
	5C Erosion Control	\$	29,270
	5D NPDES	\$	370,570
6	Traffic Items	\$	567,800
	6A Traffic Electrical	\$	214,800
	6B Traffic Signing and Striping	\$	52,931
	6C Traffic Management Plan	\$	-
	6D Stage Construction and Traffic Handling	\$	300,000
7	Detours	\$	-
8	Minor Items	\$	180,700
9	Roadway Mobilization	\$	379,400
10	Supplemental Work	\$	290,600
11	State Furnished	\$	355,000
12	Contingencies	\$	722,900
13	Overhead	\$	626,700
TOTAL ROADWAY ITEMS		\$	6,168,600

Estimate Prepared By :


Ronald Palo - TE

5/1/2020

(619) 688-3144

Date

Phone

Estimate Reviewed By :


Jorge A Perez Valdes - PE

4/30/2020

(619) 688-3164

Date

Phone

DISTRICT 11
PRELIMINARY
PROJECT COST ESTIMATE

SECTION 1: EARTHWORK

Item Code	Item Description	Unit	Quantity	Unit Price (\$)	Cost (\$)
190101	Roadway Excavation	CY	948	100.00	94,800
19010X	Roadway Excavation (Insert Type) ADL	CY			-
198010	Imported Borrow	CY	10,000	40.00	400,000
194001	Ditch Excavation	CY			-
192037	Structure Excavation (Retaining Wall)	CY			-
193013	Structure Backfill (Retaining Wall)	CY			-
193031	Pervious Backfill Material (Retaining Wall)	CY			-
170105	Clearing & Grubbing	ACRE	1	3,000.00	3,000
100100	Develop Water Supply	LS	1	10,000.00	10,000
19801X	Imported Borrow	CY/TON			-
21012X	Duff	ACRE/SQFT			-
TOTAL EARTHWORK SECTION ITEMS					\$ 507,800

SECTION 2 : PAVEMENT STRUCTURAL SECTION

Item Code	Item Description	Unit	Quantity	Unit Price (\$)	Cost (\$)
401050	Jointed Plain Concrete Pavement	CY	174	500.00	87,000
400050	Continuously Reinforced Concrete Pavement	CY	850	700.00	595,000
390132	Hot Mix Asphalt (Type A)	TON	412	225.00	92,700
26020X	Class 2 Aggregate Base	CY	640	120.00	76,800
250401	Class 4 Aggregate Subbase	CY	117	60.00	7,020
414240	Isolation Joint Seal (Asphalt Rubber)	LF			-
414241	Isolation Joint Seal (Silicone)	LF	126	25.00	3,150
414242	Isolation Joint Seal (Performed Compression)	LF			-
280010	Rapid Strength Concrete Base	CY			-
410096	Drill and Bond (Dowel Bar)	EA			-
390137	Rubberized Hot Mix Asphalt (Gap Graded)	TON			-
391006	Asphalt Binder (Geosynthetic Pavement Interlayer)	TON			-
290201	Asphalt Treated Permeable Base	CY			-
374002	Asphaltic Emulsion (Fog Seal Coat)	TON			-
397005	Tack Coat	TON			-
377501	Slurry Seal	TON			-
375001	Screenings	TON			-
374493	Polymer Asphaltic Emulsion (Seal Coat)	TON			-
370001	Sand Cover (Seal)	TON			-
731530	Minor Concrete (Textured Paving)	CY			-
731502	Minor Concrete (Miscellaneous Construction)	CY			-
39407X	Place Hot Mix Asphalt Dike (Insert Type)	LF			-
398100	Remove Asphalt Concrete Dike	LF			-
420201	Grind Existing Concrete Pavement	SQYD			-
398300	Remove Base and Surfacing	CY			-
390095	Replace Asphalt Concrete Surfacing	CY			-
41800X	Remove Concrete Pavement (Bridge Deck)	SQYD			-
394090	Place Hot Mix Asphalt (Miscellaneous Area)	SQYD			-
398200	Cold Plane Asphalt Concrete Pavement	SQYD			-
846046	6" Rumble Strip (Asphalt Concrete Pavement)	STA			-
846049	6" Rumble Strip (Concrete Pavement)	STA			-
846051	12" Rumble Strip (Asphalt Concrete Pavement)	STA			-
846052	12" Rumble Strip (Concrete Pavement)	STA			-
600013	Repair Spalled Surface Area	SQYD			-
420102	Groove Existing Concrete Pavement	SQYD			-
394095	Roadside Paving (Miscellaneous Areas)	SQYD			-
TOTAL STRUCTURAL SECTION ITEMS					\$ 861,700

Effective immediately, districts must input estimated quantities highlighted in blue in the PRSM database for the pay items listed in the Design Memo, dated April 9, 2018, whe (Milestone 200).

DISTRICT 11
PRELIMINARY
PROJECT COST ESTIMATE

SECTION 3 : DRAINAGE

Item Code	Item Description	Unit	Quantity	Unit Price (\$)	Cost (\$)
710152	Remove Headwall	EA/LF	1	x 3,000.00	= \$ 3,000
710240	Modify Inlet	EA	x	= \$	-
710370	Sand Backfill	CY	x	= \$	-
71010X	Abandon Culvert	EA/LF	x	= \$	-
710196	Adjust Inlet	LF	x	= \$	-
839521	Cable Railing	LF	21	x 141.39	= \$ 2,969
510501	Minor Concrete	CY	x	= \$	-
510094	Structural Concrete Concrete	CY	51	x 3,000.00	= \$ 153,000
510092	Structural Concrete (Headwall)	CY	13	x 3,440.55	= \$ 44,727
610108	18" Alternative Pipe Culvert	LF	44	x 154.84	= \$ 6,813
650014	18" Reinforced Concrete Pipe	LF	457	x 207.48	= \$ 94,818
650026	36" Reinforced Concrete Pipe with Collar	LF	38	x 330.69	= \$ 12,566
6650XX	XX" Corrugated Steel Pipe (0.XXX" Thick)	LF	x	= \$	-
6811XX	XX" Plastic Pipe (Edge Drain)	LF	x	= \$	-
6901XX	XX" Corrugated Steel Pipe Downdrain (0.XXX" Thick)	LF	x	= \$	-
7006XX	XX" Corrugated Steel Pipe Inlet (0.XXX" Thick)	LF	x	= \$	-
7032XX	XX" Corrugated Steel Pipe Riser (0.XXX" Thick)	LF	x	= \$	-
705311	18" Alternative Flared End Section	EA	1	x 625.74	= \$ 626
703233	Grated Line Drain	LF	x	= \$	-
723090	Rock Slope Protection (Class VIII and Method B)	CY/TON	10	x 168.94	= \$ 1,689
723095	Rock Slope Protection (20 lb Class 1)	CY/TON	2	x 406.70	= \$ 813
729011	Rock Slope Protection Fabric (Class 8)	SQYD	31	x 36.87	= \$ 1,143
721420	Concrete (Ditch Lining)	CY	x	= \$	-
721430	Concrete (Channel Lining)	CY	x	= \$	-
750001	Miscellaneous Iron and Steel	LB	3,290	x 5.19	= \$ 17,075
XXXXXX	Additional Drainage	LS	x	= \$	-

TOTAL DRAINAGE ITEMS \$ 339,300

SECTION 4 : SPECIALTY ITEMS

Item Code	Item Description	Unit	Quantity	Unit Price (\$)	Cost (\$)
520103	Bar Reinforced Steel (Retaining Wall)	LB	x	= \$	-
510092	Structural Concrete (Headwall)	CY	x	= \$	-
510058	Structural Concrete, Wall	CY	x	= \$	-
520101	Bar Reinforcing Steel (Tunnel Ramps)	LB	10,724	x 2.50	= \$ 26,810
080050	Progress Schedule (Critical Path Method)	LS	1	x 4,500.00	= \$ 4,500
582001	Sound Wall (Masonry Block)	SQFT	x	= \$	-
510530	Minor Concrete (Wall)	CY	x	= \$	-
XXXXXX	Remove Border Fence Wall	LF	64	x 277.49	= \$ 17,759
070030	Lead Compliance Plan	LS	1	x 5,000.00	= \$ 5,000
141120	Treated Wood Waste	LB	x	= \$	-
XXXXXX	Remove Masonry Border Wall	LF	64	x 54.12	= \$ 3,464
839752	Remove Guardrail	LF	x	= \$	-
710167	Remove Flared End Section	EA	x	= \$	-
802900	Chain Link Fence (Type CL-8, Extension Arm)	LF	1,434	x 41.00	= \$ 58,794
803050	Remove Chain Link Fence	LF	842	x 11.00	= \$ 9,262
8320XX	Midwest Guardrail System (Insert Type)	LF	x	= \$	-
839301	Single Thrie Beam Barrier	LF	x	= \$	-
839310	Double Thrie Beam Barrier	LF	x	= \$	-
839521	Cable Railing	LF	x	= \$	-
839566	Terminal System (Type CAT)	EA	x	= \$	-
XXXXXX	North Tunnel Lift Station	LS	1	x 300,000.00	= \$ 300,000
839585	Alternative Flared Terminal System	EA	x	= \$	-
4906XX	XX" Cast-In-Drilled-Hole Concrete Piling	LF	x	= \$	-
839774	Remove Concrete Barrier	LF	1,834	x 60.00	= \$ 110,040
839640	Concrete Barrier (Type 60M)	LF	1,140	x 160.00	= \$ 182,400
XXXXXX	Concrete Barrier (Type 842B)	LF	810	x 270.00	= \$ 218,700
511035	Architectural Treatment	SQFT	x	= \$	-
51103X	Bridge Walkway Canopy (Structureflex PTFE Fiberglass)	LS	x	= \$	-
780450	Rock Stain	SQFT	x	= \$	-
4730XX	Reinforced Concrete Crib Wall (Insert Type)	SQFT	x	= \$	-
83954X	Transition Railing (Insert Type)	EA	x	= \$	-
780440	Prepare and Stain Concrete	SQFT	x	= \$	-
839561	Rail Tensioning Assembly	EA	x	= \$	-
83958X	End Anchor Assembly (Insert Type)	EA	x	= \$	-
XXXXXX	Security Features	LS	x	= \$	-

TOTAL SPECIALTY ITEMS \$ 936,800

DISTRICT 11
PRELIMINARY
PROJECT COST ESTIMATE

SECTION 5 : ENVIRONMENTAL

5A - Environmental Mitigation

Item Code	Item Description	Unit	Quantity	Unit Price (\$)	Cost (\$)
XXXXXX	Biological Mitigation	LS	x	= \$	-
80010X	Temporary Fence (Insert Type)	LF	x	= \$	-
130670	Temporary Reinforced Silt Fence	LF	x	= \$	-

Subtotal Environmental Mitigation \$ -

5B - Landscape and Irrigation

Item Code	Item Description	Unit	Quantity	Unit Price (\$)	Cost (\$)
20XXXX	Highway Planting	LS	x	= \$	-
20XXXX	Irrigation System	LS	x	= \$	-
204099	Plant Establishment Work	LS	x	= \$	-
20XXXX	Follow-up Landscape Project	LS	x	= \$	-
206405	Remove Irrigation Facility	LS	x	= \$	-
204096	Maintain Existing Planted Areas	LS	x	= \$	-
206400	Check and Test Existing Irrigation Facilities	LS	x	= \$	-
21011X	Imported Topsoil	CY/TON	x	= \$	-
200114	Rock Blanket	SQFT/SQYD	x	= \$	-
200122	Weed Germination	SQYD	x	= \$	-
995100	Water Meter Charges	LS	x	= \$	-
2087XX	XX" Conduit (Use for Irrigation x-overs)	LF	x	= \$	-

Subtotal Landscape And Irrigation \$ -

5C - Erosion Control

Item Code	Item Description	Unit	Quantity	Unit Price (\$)	Cost (\$)
211111	Permanent Erosion Control Establishment Work	LS	1	x 1,000.00	= \$ 1,000
210010	Move-In/Move-Out (Erosion Control)	EA	x	= \$	-
210350	Fiber Rolls	LF	x	= \$	-
210360	Compost Sock	LF	545	x 6.00	= \$ 3,270
2102XX	Rolled Erosion Control Product (Insert Type)	SQFT	x	= \$	-
210251	Bonded Fiber Matrix	SQFT/ACRE	5	x 5,000.00	= \$ 25,000
210300	Hydromulch	SQFT	x	= \$	-
210420	Straw	SQFT	x	= \$	-
210430	Hydroseed	SQFT	x	= \$	-
210610	Compost	CY	x	= \$	-
210630	Incorporate Materials	SQFT	x	= \$	-

Subtotal Erosion Control \$ 29,270

5D - NPDES

Item Code	Item Description	Unit	Quantity	Unit Price (\$)	Cost (\$)
130300	Prepare SWPPP	LS	1	x 10,000.00	= \$ 10,000
130200	Prepare WPCP	LS	x	= \$	-
130100	Job Site Management	LS	1	x 290,000.00	= \$ 290,000
130330	Storm Water Annual Report	EA	3	x 2,000.00	= \$ 6,000
130310	Rain Event Action Plan	EA	3	x 500.00	= \$ 1,500
130320	Storm Water Sampling and Analysis Day	EA	3	x 500.00	= \$ 1,500
130520	Temporary Hydraulic Mulch	SQYD	x	= \$	-
130550	Temporary Hydroseed	SQYD	x	= \$	-
130505	Move-In/Move-Out (Temporary Erosion Control)	EA	x	= \$	-
130640	Temporary Fiber Roll	LF	545	x 6.00	= \$ 3,270
130900	Temporary Concrete Washout	LS	1	x 30,000.00	= \$ 30,000
130710	Temporary Construction Entrance	EA	3	x 5,100.00	= \$ 15,300
130610	Temporary Check Dam	LF	x	= \$	-
130620	Temporary Drainage Inlet Protection	EA	6	x 500.00	= \$ 3,000
XXXXXX	Temporary Construction BMPs	LS	x	= \$	-
130730	Street Sweeping	LS	1	x 10,000.00	= \$ 10,000

Subtotal NPDES \$ 370,570

Supplemental Work for NPDES

066595	Water Pollution Control Maintenance Sharing*	LS	1	x 4,902.00	= \$ 4,902
066596	Additional Water Pollution Control**	LS	1	x 10,000.00	= \$ 10,000
066597	Storm Water Sampling and Analysis***	LS	x	= \$	-

Subtotal Supplemental Work for NPDES \$ 14,902

* Applies to all SWPPPs and those WPCPs with sediment control or soil stabilization BMPs.

** Applies to both SWPPPs and WPCP projects.

*** Applies only to project with SWPPPs.

TOTAL ENVIRONMENTAL \$ 399,900

SECTION 6 : TRAFFIC ITEMS

6A - Traffic Electrical

Item Code	Item Description	Unit	Quantity	Unit Price (\$)	Cost (\$)
870200	Lighting System	LS	1	x 174,800.00	= \$ 174,800
870300	Sign Illumination System	LS		x	= \$ -
870400	Signal and Lighting System	LS		x	= \$ -
8702XX	Ramp Metering	LS		x	= \$ -
87181X	Interconnection Conduit and Cable	LF/LS		x	= \$ -
5602XX	Furnish Sign Structure (Insert Type)	LB		x	= \$ -
5602XX	Install Sign Structure (Insert Type)	LB		x	= \$ -
4980XX	XX" CIDHC Pile (Sign Foundation)	LF		x	= \$ -
87011X	Inductive Loop Detector	EA/LS		x	= \$ -
870600	Traffic Monitoring Station System	LS		x	= \$ -
56804X	Remove Sign Structure	EA/LS		x	= \$ -
568054	Reconstruct Sign Structure	EA		x	= \$ -
568060	Modify Sign Structure	EA		x	= \$ -
87061X	Border Wait Time	EA	1	x 20,000.00	= \$ 20,000
871200	Changeable Message Sign System	EA		x	= \$ -
87121X	Closed Circuit Television System	EA		x	= \$ -
87009X	Subsurface Locator	LS	1	x 20,000.00	= \$ 20,000
870090	Maintain Existing Traffic Management System Elements During Construction	LS		x	= \$ -
Subtotal Traffic Electrical					\$ 214,800

6B - Traffic Signing and Striping

Item Code	Item Description	Unit	Quantity	Unit Price (\$)	Cost (\$)
820840	Roadside Sign - One Post	EA	8	x 300.00	= \$ 2,400
820850	Roadside Sign - Two Post	EA	4	x 500.00	= \$ 2,000
820765A	Furnish Single Sheet Aluminum Sign (0.080 Unframed) For Retroreflective Sheeting (Type XI)	SQFT	208	x 14.00	= \$ 2,912
820807A	Retroreflective Sheeting (Type XI)	SQFT	208	x 5.00	= \$ 1,040
5602XX	Furnish Sign Structure (Insert Type)	SQFT		x	= \$ -
820890	Install Sign Panel on Existing Frame	SQFT		x	= \$ -
846020	Remove Painted Traffic Stripe	LF		x	= \$ -
141102	Remove Yellow Painted Traffic Stripe (Hazardous Waste)	LF		x	= \$ -
846035	Remove Thermoplastic Pavement Marking	SQFT	600	x 2.50	= \$ 1,500
141120	Treated Wood Waste	LB	292	x 0.70	= \$ 204
846030	Remove Thermoplastic Traffic Stripe	LS	10,000	x 1.50	= \$ 15,000
820250	Remove Roadside Sign	EA	4	x 200.00	= \$ 800
820530	Reset Roadside Sign	EA		x	= \$ -
820610	Relocate Roadside Sign	EA		x	= \$ -
8101XX	Delineator (Insert Class)	EA		x	= \$ -
840516	Thermoplastic Pavement Marking (Enhanced Wet Night Visibility)	SQFT	600	x 6.00	= \$ 3,600
846007	6" Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility)	LF	8,000	x 0.85	= \$ 6,800
840623	6" Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility)(Broken 36-12)	LF	9,000	x 0.65	= \$ 5,850
810230	Pavement Marker (Retro-reflective)	EA	275	x 3.00	= \$ 825
846012	Thermoplastic Crosswalk and Pavement Marking (Enhanced Wet Night Visibility)	SQFT		x	= \$ -
120090	Construction Area Signs	LS	1	x 10,000.00	= \$ 10,000
Subtotal Traffic Signing and Striping					\$ 52,931

6C - Traffic Management Plan

Item Code	Item Description	Unit	Quantity	Unit Price (\$)	Cost (\$)
12865X	Portable Changeable Message Sign	EA/LS		x	= \$ -
Subtotal Traffic Management Plan					\$ -

6D - Stage Construction and Traffic Handling

Item Code	Item Description	Unit	Quantity	Unit Price (\$)	Cost (\$)
120198	Plastic Traffic Drums	EA		x	= \$ -
12016X	Channelizer (Insert Type)	EA		x	= \$ -
120116	Type II Barricade	EA		x	= \$ -
120120	Type III Barricade	EA		x	= \$ -
129100	Temporary Crash Cushion Module	EA		x	= \$ -
120100	Traffic Control System	LS		x	= \$ -
129110	Temporary Crash Cushion	EA		x	= \$ -
129000	Temporary Railing (Type K)	LF		x	= \$ -
120149	Temporary Pavement Marking (Paint)	SQFT		x	= \$ -
120152	Temporary Pavement Marking (Tape)	SQFT		x	= \$ -
8101XX	Delineator (Insert Class)	EA		x	= \$ -
XXXXXX	Additional Stage Construction	LS	1	x 300,000.00	= \$ 300,000
Subtotal Stage Construction and Traffic Handling					\$ 300,000

TOTAL TRAFFIC ITEMS \$ 567,800

DISTRICT 11
PRELIMINARY
PROJECT COST ESTIMATE

SECTION 7: DETOURS*

Item Code	Item Description	Unit	Quantity	Unit Price (\$)	Cost (\$)
190101	Roadway Excavation	CY	x	= \$	-
19801X	Imported Borrow	CY/TON	x	= \$	-
390132	Hot Mix Asphalt (Type A)	TON	x	= \$	-
26020X	Class 2 Aggregate Base	CY/TON	x	= \$	-
250401	Class 4 Aggregate Subbase	CY	x	= \$	-
130620	Temporary Drainage Inlet Protection	EA	x	= \$	-
129000	Temporary Railing (Type K)	LF	x	= \$	-
128601	Temporary Signal System	LS	x	= \$	-
120149	Temporary Pavement Marking (Paint)	SQFT	x	= \$	-
80010X	Temporary Fence (Insert Type)	LF	x	= \$	-

* Includes constructing, maintaining, and removal

TOTAL DETOURS \$ -

SECTION 8: MINOR ITEMS

Total of Section 1-7 3,613,300 x 5% = \$ 180,665

TOTAL MINOR ITEMS \$ 180,700

SECTION 9: ROADWAY MOBILIZATION*

Item Code	Item Description	Unit	Quantity	Unit Price (\$)	Cost (\$)
999990	Total Section 1-8	\$	3,794,000 x	10%	= \$ 379,400

TOTAL MOBILIZATION \$ 379,400

* For Project less than 50 Working Days
"Mobilization" is not required as a separate contract item, however contract item prices should take into consideration mobilization as part of the

Note: If the building portion of the project is greater than 50% of the total project cost, then mobilization is not included.

SECTION 10: SUPPLEMENTAL WORK

Total Section 1-8 = \$ 3,794,000 5% = \$ 189,700

Item Code	Item Description	Unit	Quantity	Unit Price (\$)	Cost (\$)
066670	Payment Adjustments For Price Index Fluctuations	LS	1 x	2,900.00 =	\$ 2,900
066094	Value Analysis	LS	1 x	10,000.00 =	\$ 10,000
066070	Maintain Traffic	LS	x	=	\$ -
066919	Dispute Resolution Board	LS	1 x	15,000.00 =	\$ 15,000
066921	Dispute Resolution Advisor	LS	x	=	\$ -
066015	Federal Trainee Program	LS	1 x	8,000.00 =	\$ 8,000
066610	Partnering	LS	1 x	50,000.00 =	\$ 50,000
066204	Remove Rock and Debris	LS	x	=	\$ -
066222	Locate Existing Crossover	LS	x	=	\$ -

NPDES Supplemental Work specified in Section 5 = \$ 14,902

TOTAL SUPPLEMENTAL WORK \$ 290,600

DISTRICT 11
PRELIMINARY
PROJECT COST ESTIMATE

SECTION 11: STATE FURNISHED MATERIALS AND EXPENSES

Item Code	Item Description	Unit	Quantity		Unit Price (\$)		Cost (\$)
066105	Resident Engineers Office	LS	1	x	353,000.00	=	\$353,000
066063	Traffic Management Plan - Public Information	LS		x		=	\$0
066901	Water Expenses	LS		x		=	\$0
8609XX	Traffic Monitoring Station (X)	LS		x		=	\$0
066841	Traffic Controller Assembly	LS		x		=	\$0
066840	Traffic Signal Controller Assembly	LS		x		=	\$0
066062	COZEEP Contract	LS		x		=	\$0
066838	Reflective Numbers and Edge Sealer	LS		x		=	\$0
066065	Tow Truck Service Patrol	LS		x		=	\$0
066916	Annual Construction General Permit Fee	LS	1	x	2,000.00	=	\$2,000

TOTAL STATE FURNISHED	\$355,000
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SECTION 12: CONTINGENCY

Use appropriate percentage based on the detail of estimate. Anything other than the suggested contingency in the PDPM needs to be *justified. (Pre-PSR 30%, PIR/PSR 25%, PR 20%, PAR 15%, After PAR 10%)

Total Section 1-11 \$ 4,819,000 x 15% = \$722,850

TOTAL CONTINGENCY	\$722,900
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* Justification:

SECTION 13: TIME-RELATED OVERHEAD

Item Code	Item Description	Unit	Quantity		Unit Price (\$)		Cost (\$)
090100	Time-Related Overhead	WDAY	360	X	1740.833333	=	\$626,700

Note: If the building portion of the project is greater than 50% of the total project cost, then TRO is not included.

TOTAL OVERHEAD	\$626,700
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II. STRUCTURES ITEMS

	Bridge Widening	Tunnels Extension	Bridge Deferred Maintenance
Estimate Date	01/29/19	03/16/20	11/12/19
Bridge Name	Calexico East POE Bridge	Calexico East North & South	Calexico East POE Bridge
Bridge Number	57-XXX	57-XXX	57-XXX
Structure Type	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX
Width (Feet) [out to out]	52.44 LF	34.50 LF	LF
Total Bridge Length (Feet)	175.00 LF	52.44 LF	LF
Total Area (Square Feet)	9176.56 SQFT	1809.18 SQFT	SQFT
Structure Depth (Feet)	8.92 LF	LF	7.00 Girders
Footings Type (pile or spread)	Pile	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX
Cost Per Square Foot	\$694.16	\$884.38	
Cost Per Linear Foot (Tunnel)			\$ 110,000
Cost per Girder			

COST OF EACH STRUCTURE	\$6,370,000.00	\$1,600,000.00	\$770,000.00
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	Tunnel Extension 2		
Estimate Date	00/00/00	00/00/00	00/00/00
Building Name	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX
Bridge Number	57-XXX	57-XXX	57-XXX
Structure Type	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX
Width (Feet) [out to out]	32.33 LF	0.00 LF	0.00 LF
Total Building Length (Feet)	159.00 LF	0.00 LF	0.00 LF
Total Area (Square Feet)	5140.47 SQFT	0.00 SQFT	0.00 SQFT
Structure Depth (Feet)	0.00 LF	0.00 LF	0.00 LF
Footings Type (pile or spread)	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX
Cost Per Square Foot		\$0.00	\$0.00

COST OF EACH STRUCTURE	\$0.00	\$0.00	\$0.00
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TOTAL COST OF BRIDGES / \$8,740,000.00

TOTAL COST OF BUILDINGS

TOTAL COST OF STRUCTURES¹	\$8,740,000.00
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Estimate Prepared By Ram P. Rimal Date 04-30-2020
 Division of Structures
 for Tunnels - Special Design
 Structure's Estimate includes Overhead and Mobilization. Branch B
 Tamarah Marchenko
 04-28-2020

DISTRICT 11
PRELIMINARY
PROJECT COST ESTIMATE

III. RIGHT OF WAY

		<i>Current Value Future Use</i>		<i>Escalated Value</i>
A)	Acquisition, including Excess Land, Fees, Damages, Goodwill, Mitigat	\$	0	\$ 0
B)	Railroad	\$	0	\$ 0
C)	Utility Relocation (State Share)	\$	0	\$ 0
D)	Utility - Advance Engineering Estimate (Encumber with State Only Fur	\$	0	\$ 0
E)	RAP and/or Last Resort Housing	\$	0	\$ 0
F)	Clearance & Demolition	\$	0	\$ 0
G)	Title and Escrow Costs (Non-Fed Funds only)	\$	4,000	\$ 4,000
H)	Environmental Permit Fees (Non-Fed Funds only)	\$	0	\$ 0

TOTAL R/W ESTIMATE: Current Value	\$4,000.00
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TOTAL R/W ESTIMATE: Escalated Value to Certification Date	\$4,000.00
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RIGHT OF WAY SUPPORT COST:	\$0.00
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**Support Cost
Estimate Prepared
By:**

Carol Vu

(619) 688-6063

Carol Vu - Project Coordinator

Phone

**Railroad Estimate
Prepared By:**

Gwendolyn Denny

(619) 688-3147

Gwendolyn Denny - Railroad Coordinator

Phone

**Utility Estimate
Prepared By:**

Greg Gutierrez

(619) 688-6932

Greg Gutierrez - Utility Coordinator

Phone

DISTRICT 11
PRELIMINARY
PROJECT COST ESTIMATE
EA 11-430500 PID 1118000265

IV. SUPPORT COST ESTIMATE SUMMARY

Run a [Support Cost Estimate Summary](#) report (D11 Project Management Support onramp) for component data.

Total by FY		Escalated (4.2% per year for ETC, effective 1/2/2018)				
		PA&ED	PS&E	RW	CON	Total \$
< 2010	Expended					
	ETC					
2011	Expended					
	ETC					
2012	Expended					
	ETC					
2013	Expended					
	ETC					
2014	Expended					
	ETC					
2015	Expended					
	ETC					
2016	Expended					
	ETC					
2017	Expended					
	ETC					
2018	Expended					
	ETC					
2019	Expended	\$847,354				\$847,354
	ETC					
2020	Expended	\$1,399,811				\$1,399,811
	ETC					
2021	Expended					
	ETC	\$752,835*	\$858,390		\$2,191,140	\$3,802,365
2022	Expended					
	ETC		\$1,522,950		\$1,112,960	\$2,635,910
2023	Expended					
	ETC		\$387,600		\$139,120	\$526,720
2024	Expended					
	ETC				\$34,780	\$34,780
2025	Expended					
	ETC					
2026	Expended					
	ETC					
2027	Expended					
	ETC					
2028	Expended					
	ETC					
2029	Expended					
	ETC					
> 2030	Expended					
	ETC					
EAC (Expended + ETC)		\$3,000,000	\$2,769,000	\$0	\$3,478,000	\$9,247,000
Approved Budget (PRSM)						
Difference (Budget - EAC)		-\$3,000,000	-\$2,769,000	\$0	-\$3,478,000	-\$9,247,000
Support Ratio (EAC / Cap Cost)		19%	18%	0%	22%	58%

*\$723,935 per PRSM.

D/B Support Costs	ICTC	Caltrans	
		Design	Construction
2021	\$1,386,725	\$75,000	\$100,000
2022	\$2,773,550	\$175,000	\$175,000
2023	\$1,386,725	\$75,000	\$100,000
Totals	\$5,547,000	\$325,000	\$375,000
		\$700,000	

Total Capital Cost:	\$15,810,000
Total Support Ratio:	58%

Approved by:

Sarah Ramos, Program Project Management

Approved by:

Mario Orso, Corridor Project Director

VIII. ACTION CALENDAR

D. Legal Services Agreement – County of Imperial - Imperial County Transportation Commission (ICTC) FY 2021/2022 to FY 2023-24

Requested Action:

1. Authorize the Chairperson to sign the agreement for the continuation of legal services between the County of Imperial and the Imperial County Transportation Commission for an annual fee not to exceed \$30,000, effective July 1, 2021, through June 30, 2024.
2. Direct staff to forward the agreement to the County of Imperial.



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

June 17, 2021

Cheryl Viegas-Walker, Chairperson
Imperial County Transportation Commission
1503 N. Imperial Ave. Suite 104
El Centro, CA 92243

SUBJECT: Legal Services Agreement – County of Imperial - Imperial County Transportation Commission (ICTC) FY 2021/2022 to FY 2023-24

Dear Commission Members:

On March 24th, 2010, the Commission adopted a resolution that authorized consultant legal services for the Commission through the County Counsel's office at the County of Imperial. ICTC and County Counsel staff have developed another agreement for FY 2021-22 through FY 2023-24. The proposed annual contract value of \$30,000.00 per year will remain at the same value as the previous two years.

In the last two years, ICTC staff has completed a significant number of competitive bids, consultant agreements, research of legislation, grant certifications and many other activities. Staff would not have been able to complete this volume of work without the assistance of legal staff who understand the nuances and in particular the federal transportation requirements.

Funding for this project was allocated in the ICTC adopted 2021/2022 Budget and specifically in the ICTC Overall Work Program and Budget/Transit Finance Plan; through the Transportation Development ACT (TDA) Fund, anticipated to be approved on June 23, 2021.

The original agreement and subsequent extensions are on file at the ICTC administrative offices.

Due to timing constraints the item was not forwarded to the Management Committee for review. The item is being presented directly to the Commission for their review and approval after public comment, if any:

1. Authorize the Chairperson to sign the agreement for the continuation of legal services between the County of Imperial and the Imperial County Transportation Commission for an annual fee not to exceed \$30,000, effective July 1, 2021, through June 30, 2024.
2. Direct staff to forward the agreement to the County of Imperial.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Mark Baza'.

MARK BAZA
Executive Director

Attachment

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

**AGREEMENT FOR LEGAL SERVICES BETWEEN
IMPERIAL COUNTY AND
IMPERIAL COUNTY TRANSPORTATION COMMISSION**

This Agreement for legal services (hereinafter "Agreement") made by and between Imperial County, a political subdivision of the State of California (hereinafter "County"), and Imperial County Transportation Commission (hereinafter "ICTC") (individually, "Party;" collectively, "Parties") shall be as follows:

WITNESSETH:

WHEREAS, ICTC intends to function in compliance with California Public Utilities Code Section 132800 *et. seq.* as an independent agency while minimizing the costs of independence; and

WHEREAS, the ICTC desires to utilize the services most fiscally responsible including services available through County; and

WHEREAS, County will employ its best efforts to ensure that legal services are provided in the most efficient and professional manner; and

WHEREAS, ICTC has in the past utilized services of County to provide services as needed and County and ICTC desire to maintain an arrangement whereby County provides such legal services as deemed necessary by ICTC, subject to reimbursement by ICTC.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

1. TERM. This Agreement shall become effective July 1, 2021 and remain in effect until June 30, 2024. It may be renewed upon the mutual, written, consent of both Parties.

2. TERMINATION. This Agreement may be terminated by either Party, without cause, upon ninety (90) days prior written notice to the other Party.

3. SCOPE OF SERVICES. County Counsel shall provide ICTC with the following general legal services if such service is authorized by the Executive Director or his/her designee: act as legal advisor to ICTC; attend ICTC public and private meetings on an as-needed basis;

1 provide legal opinions or analysis on issues that arise; draft contracts or other documents; attend
2 training sessions or conferences; provide any additional services necessary for general legal
3 representation. Specifically excluded from the scope of services are matters pertaining to
4 litigation. Any legal services for matters involving litigation shall be provided only after both
5 Parties have agreed in writing to such services being provided.

6 **4. COMPENSATION FOR SERVICES.** In consideration of all services rendered
7 by County Counsel, ICTC agrees to pay County Counsel for the performance of legal services
8 described above. The annual cost of the services shall be thirty thousand dollars (\$30,000.00), to
9 be paid on a quarterly basis of seven thousand five hundred dollars (\$7,500.00). ICTC shall also
10 pay for the cost of all appropriate training for attorneys and staff as approved by ICTC and County
11 Counsel.

12 **5. DELEGATION AND ASSIGNMENT.** County and the ICTC Executive Director
13 may enter into such other subsidiary agreements as may be necessary to implement and effectuate
14 the intention of this Agreement and fulfill its purposes; provided, however, no such agreement
15 may change the total amount of obligation payable by ICTC without the prior approval of ICTC.

16 **6. INDEMNIFICATION.**

17 a. ICTC agrees to indemnify, defend, and hold County harmless from any and
18 all claims or lawsuits that may be made against County which arise out of any action or decision
19 made by County as part of its statutorily prescribed duties and which lawsuit may be premised
20 upon the activities of an employee provided by County under this Agreement. If any judgment is
21 rendered against County in any such lawsuit, ICTC shall, at its own expense, satisfy and discharge
22 any judgment.

23 b. The foregoing duty to indemnify shall not be applicable if the action of the
24 employee that gives rise to the claim or lawsuit is performed while the employee is acting on
25 behalf of County and not ICTC.

26 c. Notwithstanding the limitations of any insurance, County shall indemnify,
27 protect, and hold harmless ICTC and its authorized agents, officers, volunteers, and employees
28 from and against any and all claims, liabilities, or actions arising from County's negligent acts or

omissions in the administration of this Agreement and for any costs or expenses incurred by ICTC on account of any claim thereof.

7. NOTICE. All notices to either Party shall be in writing and either sent through the United States Mail, certified, and return receipt requested; or personally delivered. The notice shall be effective upon date of personal delivery or date of mailing. Notices shall be sent or delivered to:

ICTC:

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

Imperial County:

Imperial County Executive Office
940 Main Street, Suite 208
El Centro, CA 92243
and
Imperial County Office of the County Counsel
940 Main Street, Suite 205
El Centro, CA 92243

8. WAIVER. Waiver of any default shall not be considered a waiver of any subsequent default. Waiver of any breach of any provision of the Agreement shall not be considered a waiver of any subsequent breach. Waiver of any default or breach shall not be considered a modification of the terms of this Agreement.

9. SEVERABILITY. If any provision of this Agreement is for any reason held to be invalid, it should not affect the validity of any other provision of this Agreement.

10. MODIFICATION. This Agreement may not be modified except upon the mutual written consent of the Parties.

1 **11. ENTIRE AGREEMENT.** This Agreement contains the entire and complete
2 understanding of the Parties and supersedes any and all other agreements, oral or written, with
3 respect to the provision of administration of services under this Agreement.

4 **IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed
5 on behalf of the persons duly authorized by the governing boards of the Parties hereto.

6 **IMPERIAL COUNTY:**

**IMPERIAL COUNTY
TRANSPORTATION COMMISSION:**

7
8
9 By: _____
10 MICHAEL W. KELLEY
11 Chairman of the Board of Supervisors

By: _____
CHERYL VIEGAS-WALKER
Chair of the Board

12 **ATTEST:**

ATTEST:

13
14
15 By: _____
16 BLANCA ACOSTA
Clerk of the Board of Supervisors

By: _____
CRISTI LERMA
Secretary to the Commission

17
18 **APPROVED AS TO FORM AND CONTENT:**

19
20 By: _____
21 ADAM G. CROOK
County Counsel

By: _____
ERIC HAVENS
Assistant County Counsel

VIII. ACTION CALENDAR

E. Legal Services Agreement – County of Imperial – Service Authority for Freeway Emergencies (SAFE) FY 2021/2022 to FY 2023/2024

Requested Action:

1. Authorize the Chairperson to sign the agreement for legal services between the County of Imperial and the Service Authority for Freeway Emergencies for an annual fee not to exceed \$5,000, effective July 1, 2021, through June 30, 2024.
2. Direct staff to forward the agreement to the County of Imperial.



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

June 17, 2021

Cheryl Viegas-Walker, Chairperson
Imperial County Transportation Commission
1503 N. Imperial Ave. Suite 104
El Centro, CA 92243

SUBJECT: Legal Services Agreement – County of Imperial – Service Authority for Freeway
Emergencies (SAFE) FY 2021/2022 to FY 2023/2024

Dear Commission Members:

The Service Authority for Freeway Emergencies (SAFE) recently transferred administration to the Imperial County Transportation Commission (ICTC) from the County of Imperial Public Works Department. County Counsel has provided legal services to both SAFE and ICTC for various years. SAFE and County Counsel staff have developed a new agreement for FY 2021-22 through FY 2023-24. The proposed annual contract value of \$5,000.00 per year has been negotiated by both County Counsel and ICTC/SAFE.

County Counsel understands the various legal aspects that SAFE encounters and is familiar with the type of services SAFE is required to provide.

Funding for this project was allocated in the SAFE 2021/2022 Budget and specifically in the ICTC Overall Work Program and Budget/Transit Finance Plan, anticipated to be approved on June 23, 2021.

Due to timing constraints the item was not forwarded to the Management Committee for review. The item is being presented directly to the Commission for their review and approval after public comment, if any:

1. Authorize the Chairperson to sign the agreement for legal services between the County of Imperial and the Service Authority for Freeway Emergencies for an annual fee not to exceed \$5,000, effective July 1, 2021, through June 30, 2024.
2. Direct staff to forward the agreement to the County of Imperial.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Mark Baza'.

MARK BAZA
Executive Director

Attachment

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

**AGREEMENT FOR LEGAL SERVICES BETWEEN
IMPERIAL COUNTY AND
IMPERIAL COUNTY SERVICE AUTHORITY FOR FREEWAY EMERGENCIES**

This Agreement for legal services (hereinafter "Agreement") made by and between Imperial County, a political subdivision of the State of California (hereinafter "County"), and Imperial County Service Authority for Freeway Emergencies (hereinafter "SAFE") (individually, "Party;" collectively, "Parties") shall be as follows:

WITNESSETH:

WHEREAS, SAFE intends to function in compliance with California Streets and Highways Code Sections 2551 *et. seq.* as an independent agency while minimizing the costs of independence; and

WHEREAS, the SAFE desires to utilize the services most fiscally responsible including services available through County; and

WHEREAS, County will employ its best efforts to ensure that legal services are provided in the most efficient and professional manner; and

WHEREAS, the Imperial County Transportation Commission, administrator of SAFE, has in the past utilized services of County to provide services as needed and County and SAFE desire an arrangement whereby County provides such legal services as deemed necessary by SAFE, subject to reimbursement by SAFE.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

1. TERM. This Agreement shall become effective July 1, 2021 and remain in effect until June 30, 2024. It may be renewed upon the mutual, written, consent of both Parties.

2. TERMINATION. This Agreement may be terminated by either Party, without cause, upon ninety (90) days prior written notice to the other Party.

3. SCOPE OF SERVICES. County Counsel shall provide SAFE with the following general legal services if such service is authorized by the Executive Director or his/her designee:

1 act as legal advisor to SAFE; attend SAFE public and private meetings on an as-needed basis;
2 provide legal opinions or analysis on issues that arise; draft contracts or other documents; attend
3 training sessions or conferences; provide any additional services necessary for general legal
4 representation. Specifically excluded from the scope of services are matters pertaining to
5 litigation. Any legal services for matters involving litigation shall be provided only after both
6 Parties have agreed in writing to such services being provided.

7 **4. COMPENSATION FOR SERVICES.** In consideration of all services rendered
8 by County Counsel, SAFE agrees to pay County Counsel for the performance of legal services
9 described above. The annual cost of the services shall be five thousand dollars (\$5,000.00), to be
10 paid on a quarterly basis of one thousand two hundred fifty dollars (\$1,250.00). SAFE shall also
11 pay for the cost of all appropriate training for attorneys and staff as approved by SAFE and
12 County Counsel.

13 **5. DELEGATION AND ASSIGNMENT.** County and the SAFE Executive Director
14 may enter into such other subsidiary agreements as may be necessary to implement and effectuate
15 the intention of this Agreement and fulfill its purposes; provided, however, no such agreement
16 may change the total amount of obligation payable by SAFE without the prior approval of SAFE.

17 **6. INDEMNIFICATION.**

18 a. SAFE agrees to indemnify, defend, and hold County harmless from any and
19 all claims or lawsuits that may be made against County which arise out of any action or decision
20 made by County as part of its statutorily prescribed duties and which lawsuit may be premised
21 upon the activities of an employee provided by County under this Agreement. If any judgment is
22 rendered against County in any such lawsuit, SAFE shall, at its own expense, satisfy and discharge
23 any judgment.

24 b. The foregoing duty to indemnify shall not be applicable if the action of the
25 employee that gives rise to the claim or lawsuit is performed while the employee is acting on
26 behalf of County and not SAFE.

27 c. Notwithstanding the limitations of any insurance, County shall indemnify,
28 protect, and hold harmless SAFE and its authorized agents, officers, volunteers, and employees

1 from and against any and all claims, liabilities, or actions arising from County's negligent acts or
2 omissions in the administration of this Agreement and for any costs or expenses incurred by SAFE
3 on account of any claim thereof.

4 **7. NOTICE.** All notices to either Party shall be in writing and either sent through the
5 United States Mail, certified, and return receipt requested; or personally delivered. The notice
6 shall be effective upon date of personal delivery or date of mailing. Notices shall be sent or
7 delivered to:

8 **SAFE:**

9 Imperial County Service Authority for Freeway Emergencies
10 1503 N. Imperial Ave., Ste. 104
11 El Centro, CA 92243

12
13 **Imperial County:**

14 Imperial County Executive Office
15 940 Main Street, Suite 208
16 El Centro, CA 92243
17 and
18 Imperial County Office of the County Counsel
19 940 Main Street, Suite 205
20 El Centro, CA 92243

21
22 **8. WAIVER.** Waiver of any default shall not be considered a waiver of any
23 subsequent default. Waiver of any breach of any provision of the Agreement shall not be
24 considered a waiver of any subsequent breach. Waiver of any default or breach shall not be
25 considered a modification of the terms of this Agreement.

26 **9. SEVERABILITY.** If any provision of this Agreement is for any reason held to be
27 invalid, it should not affect the validity of any other provision of this Agreement.
28

1 **10. MODIFICATION.** This Agreement may not be modified except upon the mutual
2 written consent of the Parties.

3 **11. ENTIRE AGREEMENT.** This Agreement contains the entire and complete
4 understanding of the Parties and supersedes any and all other agreements, oral or written, with
5 respect to the provision of administration of services under this Agreement.

6 **IN WITNESS WHEREOF,** the Parties hereto have caused this Agreement to be executed
7 on behalf of the persons duly authorized by the governing boards of the Parties hereto.

8 **IMPERIAL COUNTY:**

**IMPERIAL COUNTY SERVICE
AUTHORITY FOR FREEWAY
EMERGENCIES:**

9
10
11
12 By: _____
13 MICHAEL W. KELLEY
14 Chairman of the Board of Supervisors

By: _____
CHERYL VIEGAS-WALKER
Chair of the Board

15 **ATTEST:**

ATTEST:

16
17 By: _____
18 BLANCA ACOSTA
19 Clerk of the Board of Supervisors

By: _____
CRISTI LERMA
Secretary to the Board

20 **APPROVED AS TO FORM AND CONTENT:**

21
22 By: _____
23 ADAM G. CROOK
24 County Counsel

By: _____
ERIC HAVENS
Assistant County Counsel