



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

**TRANSPORTATION COMMISSION AGENDA**

**LARGE CONFERENCE ROOM  
1503 N. IMPERIAL AVE., SUITE 104  
EL CENTRO, CA 92243**

**WEDNESDAY, JANUARY 26, 2022  
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 Join by Zoom Meeting please click on the following link:

<https://us06web.zoom.us/j/86892542862?pwd=N3orUG1rNWk1b2FiS1NJSdNPaWd4Zz09>

To Join by Telephone dial (253) 215-8782

Meeting ID: 868 9254 2862 #

Passcode: 966816 #

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

**II. ACTION CALENDAR**

- A. Adopt resolution authorizing remote teleconference meetings in accordance with Assembly Bill 361 Page 5

With ICTC Counsel's direction, the Executive Director forwards this item to the Commission for review and approval after public comment, if any:

1. Approve the resolution of the Imperial County Transportation Commission authorizing remote meetings in accordance with the provisions of the State Assembly Bill (AB) 361.
2. Authorize the Chairperson to sign the resolution.

**III. CLOSED SESSION**

- A. Motion to Adjourn to Closed Session
- B. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Initiation of litigation (1 matter) (Government Code § 54956.9(d)(4))
- C. Announcement of Closed Session Action(s)

**IV. EMERGENCY ITEMS**

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

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

**V. PUBLIC COMMENTS**

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

**VI. CONSENT CALENDAR**

- |    |                                       |                   |        |
|----|---------------------------------------|-------------------|--------|
| A. | ICTC Commission Minutes:              | November 18, 2021 | Page 9 |
| B. | Receive and File:                     |                   |        |
|    | 1. ICTC Management Committee Minutes: | December 8, 2021  |        |
|    | 2. ICTC TAC Minutes:                  | November 18, 2021 |        |
|    | 3. ICTC SSTAC Minutes:                | December 1, 2021  |        |

**VII. REPORTS (Up to 5 minutes per staff report)**

- |    |   |
|----|---|
| A. | ICTC Executive Director                               |
|    | • Executive Director Report on page 23                |
| B. | Southern California Association of Governments        |
|    | • See attached report on page 35                      |
| C. | California Department of Transportation – District 11 |
|    | • See attached report on page 43                      |
| D. | Commission / Committee Member Reports (if any)        |

**VIII. ACTION CALENDAR continuation**

- |    |  |         |
|----|--|---------|
| A. | Rotation of Chair and Vice-Chair Positions | Page 52 |
|----|--|---------|

It is requested that the Commission take any appropriate action in the consideration of the rotation and assignment of the two positions.

- |    |  |         |
|----|--|---------|
| B. | Imperial County Long Range Transportation Plan – Services Contract Award – Michael Baker International | Page 56 |
|----|--|---------|

The ICTC Management Committee met on January 12, 2022 and forwards this item to the Commission for their review and approval after public comment, if any:

1. Approve the award of the Services Agreement for the Imperial County Long Range Transportation Plan – to Michael Baker International in the amount of \$299,827.83.
2. Authorize the Chairperson to sign the Services Agreement.

- |    |   |         |
|----|---|---------|
| C. | Approving and execution of the Agreement between the Imperial County Transportation Commission (ICTC) and Nomad Transit, LLC (Via) for the implementation/operation of the Calexico Microtransit Service funded by the Clean Mobility Options (CMO) Voucher Pilot Program | Page 74 |
|----|---|---------|

The ICTC Management Committee met on January 12, 2022 and forwards this item to the Commission for their review and approval after public comment, if any:

1. Authorize the Chairperson to sign the agreement between ICTC and Nomad Transit, LLC. (Via) in the amount of \$1,253,296 for a period of two years of service operations.

- |    |   |         |
|----|---|---------|
| D. | Resolution for the continued executive oversight of specific projects for Imperial County Transportation Commission | Page 93 |
|----|---|---------|

ICTC staff forwards to the following to the Commission for their review and approval after public comment, if any:

1. Approve the continued executive oversight of specific projects to retiree Mark Baza at the hourly rate of \$79.56
2. Authorize the Chairperson to execute the attached resolution.

**XI. MEETING DATE AND PLACE**

- A. The next meeting of the **Imperial County Transportation Commission** will be held on **Wednesday, February 23, 2022, 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

## II. ACTION CALENDAR

A. Approve the resolution authorizing remote teleconference meetings in accordance with Assembly Bill 361

1. Approve the resolution of the Imperial County Transportation Commission authorizing remote meetings in accordance with the provision of the State Assembly Bill (AB) 361.
2. Authorize the Chairperson to sign the resolution.



1503 N. IMPERIAL AVE., SUITE 104  
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December 13, 2021

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

SUBJECT: Resolution authorizing remote teleconference meetings in accordance with Assembly Bill (AB) 361

Dear Commission Members:

ICTC has been conducting remote public meetings since the beginning of the COVID-19 pandemic in compliance with Governor's Orders N-29-20 and N-08-21. Governor's Orders N-29-20 and N-08-21 suspended the Ralph M. Brown Act's requirements for teleconferencing.

AB 361 will authorize a local agency to use teleconferencing without complying with the teleconferencing requirements imposed by the Ralph M. Brown Act when a legislative body of a local agency holds a meeting during a declared state of emergency. If the Commission wishes to continue to offer a remote meeting option and to comply with AB 361, ICTC will need to adopt a resolution authorizing ICTC to host teleconference meetings in accordance with AB 361, if the Governor's declaration of a statewide emergency continues.

With ICTC Counsel's direction, the Executive Director forwards this item to the Commission for review and approval after public comment, if any:

1. Approve the resolution of the Imperial County Transportation Commission authorizing remote meetings in accordance with the provisions of the State Assembly Bill (AB) 361.
2. Authorize the Chairperson to sign the resolution.

Sincerely,

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

DAVID AGUIRRE  
Interim Executive Director

Attachments

MB/cl

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

**RESOLUTION OF THE IMPERIAL COUNTY TRANSPORTATION COMMISSION  
AUTHORIZING REMOTE MEETINGS IN ACCORDANCE WITH THE PROVISIONS  
OF STATE ASSEMBLY BILL 361.**

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, the County of Imperial is committed to preserving and nurturing public access and participation in meetings of the Imperial County Transportation Commission and other public meetings subject to the Ralph M. Brown Act (“Brown Act”); and

**WHEREAS**, with the adoption of State Assembly Bill 361 (“AB 361”), section 54963(e) of the California Government Code was amended to make provisions for remote teleconferencing participation in meetings by members of a local legislative body, without compliance with the requirements of 54953(b)(3) of the California Government Code, subject to the existence of certain conditions; and

**WHEREAS**, a required condition is that a state of emergency is declared by the Governor pursuant to section 8625 of the California Government Code, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in section 8558 of the California Government Code; and

**WHEREAS**, on March 4, 2020, the Governor proclaimed pursuant to his authority under 8625 of the California Government Code, that a state of emergency exists with regard to the novel coronavirus (a disease now known as COVID-19); and

**WHEREAS**, on June 4, 2021, the Governor clarified that the “reopening” of California on June 15, 2021, did not include any change to the proclaimed state of emergency or the powers exercised thereunder; and

**WHEREAS**, as of the date of this Resolution, neither the Governor nor the Legislature have exercised their respective powers pursuant to section 8629 of the California Government Code to lift the state of emergency, either by proclamation or by concurrent resolution in the State Legislature; and

**WHEREAS**, the Local Health Officer for the County of Imperial has recommended that the local legislative bodies that are subject to the Brown Act continue to meet remotely when possible, and that social distancing continues to provide a means by which to reduce the transmission of COVID-19; and

**WHEREAS**, Imperial County Transportation Commission believes that it is in the best interest of the public to continue holding remote meetings during the existing state of emergency in accordance with the requirements of AB 361.

**NOW, THEREFORE**, the Imperial County Transportation Commission resolves as follows:

- (1) The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.
- (2) A proclaimed state of emergency exists as a result of the COVID-19 pandemic.
- (3) The Local Health Officer recommends that all local legislative bodies local legislative bodies that are subject to the Brown Act continue to meet remotely when possible, and that social distancing continues to provide a means by which to reduce the transmission of COVID-19
- (4) The staff of the Imperial County Transportation Commission are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution, including implementing social distancing measures at meetings, and conducting meetings in accordance with section 54953(e) of the California Government Code, and other applicable provisions of the Brown Act.
- (5) This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of thirty (30) days from adoption of the Resolution or such time the Imperial County Transportation Commission takes action to extend the time during which it may continue to meet remotely without compliance with section 54953(b)(3) of the California Government Code.

**PASSED AND ADOPTED** by the Imperial County Transportation Commission, County of Imperial, State of California, this \_\_\_\_\_, by the following roll call vote:

| <b>Agency</b>                | <b>Yes</b> | <b>No</b> | <b>Abstain</b> | <b>Absent</b> |
|------------------------------|------------|-----------|----------------|---------------|
| Brawley                      |            |           |                |               |
| Calexico                     |            |           |                |               |
| Calipatria                   |            |           |                |               |
| El Centro                    |            |           |                |               |
| Holtville                    |            |           |                |               |
| Imperial                     |            |           |                |               |
| Westmorland                  |            |           |                |               |
| County of Imperial           |            |           |                |               |
| County of Imperial           |            |           |                |               |
| Imperial Irrigation District |            |           |                |               |

\_\_\_\_\_  
 CHERYL VIEGAS-WALKER  
 Chair of the Commission

ATTEST:

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

# VI. CONSENT CALENDAR

A. ICTC Commission Minutes: November 18, 2021

B. Receive and File:

ICTC Management Committee Minutes: December 8, 2021

ICTC TAC Minutes: November 18, 2021

ICTC SSTAC Minutes: December 1, 2021

**IMPERIAL COUNTY TRANSPORTATION COMMISSION  
MANAGEMENT COMMITTEE  
MINUTES OF DECEMBER 8, 2021  
10:30 a.m.**

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**VOTING MEMBERS PRESENT:**

|                              |                        |
|------------------------------|------------------------|
| City of Brawley              | Tyler Salcido          |
| City of Calexico             | Miguel Figueroa        |
| City of Calipatria           | Rom Medina             |
| City of El Centro            | Marcela Piedra         |
| City of Holtville            | Nick Wells             |
| City of Imperial             | Dennis Morita          |
| County of Imperial           | Tony Rouhotas          |
| County of Imperial           | Esperanza Colio-Warren |
| Imperial Irrigation District | Ismael Gomez           |
| City of Westmorland          | Absent                 |
| ICTC                         | David Aguirre          |

**STAFF PRESENT:** Virginia Mendoza, Marlene Flores, Cristi Lerma, Daveline Villasenor

**OTHERS PRESENT:** David Salgado: SCAG; Rafael Reyes, Caltrans

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The following minutes are listed as they were acted upon by the Imperial County Transportation Commission Management Committee and as listed on the agenda for the meeting held Wednesday, December 8, 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 meeting to order at 10:32 a.m., roll call was taken, and a quorum was present.

**II. ACTION CALENDAR**

- A. Adopt resolution authorizing remote teleconference meetings in accordance with Assembly Bill 361
  - 1. Approved the resolution of the Imperial County Transportation Commission authorizing remote meetings in accordance with the provisions of the State Assembly Bill (AB) 361.
  - 2. Authorized the Chairperson to sign the resolution.

**III. EMERGENCY ITEMS**

There were none.

**IV. PUBLIC COMMENTS**

There were none.

**V. CONSENT ITEMS**

A motion was made by [Wells](#) seconded by [Medina](#) 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             | Yes       |
| City of El Centro            | Yes       |
| City of Holtville            | Yes       |
| City of Imperial             | Yes       |
| County of Imperial Rouhotas  | Yes       |
| County of Imperial Warren    | Yes       |
| City of Westmorland          | Absent    |
| Imperial Irrigation District | Yes       |

**Motion carried unanimously.**

- B. Approval of Management Committee Draft Minutes: November 10, 2021
- C. Received and Filed:
  - 1. ICTC TAC Minutes: October 28, 2021
  - 2. ICTC SSTAC Minutes: November 3, 2021

**VI. REPORTS**

A. ICTC Executive Director

- Mr. Aguirre had the following updates:
  - o The Calexico Intermodal Transportation Center continues as a regional priority. The design phase is currently at 90 % of the project. Right of Way acquisition continues to be underway with some delay. ICTC with Caltrans submitted a grant to assist with the funding for construction. More funding opportunities will continue to be explored. \$12.5 million is needed for construction.
  - o Calexico East Port of Entry Bridge Widening Project is underway. The design portion of the project is ongoing. The project is estimated to begin construction in early 2022 and is scheduled for completion in 2023.
- Ms. Mendoza had the following updates:
  - o ICTC is conducting an RFP process to prepare a full update of the Imperial County LRTP. Request for Proposals were due on November 19, 2021. On December 2, 2021, an LRTP evaluation committee reviewed the proposals. The evaluation committee consisted of technical staff from the IID, the Cities of Calexico and El Centro, and Caltrans. All firms were asked to participate in oral interviews scheduled on December 9, 2021, at the City of El Centro in-person and via Zoom. Tentatively, final selection and contract approval will be on the agenda for recommendation of approval at the January Commission meeting.
  - o The STBG and CMAQ Call For Projects began on November 18, 2021. The approved 2022 CMAQ & STBG Guidelines are posted on the ICTC website at <http://www.imperialctc.org/call-for-projects/>. Applications are due by 5:00 p.m. on Friday, February 25, 2022 (or postmarked no later than February 25, 2022) to ICTC at 1503 N. Imperial Ave., Suite 104, El Centro, CA 92243. For

additional information, please contact Marlene Flores at (760) 592-4494 or at [marleneflores@imperialctc.org](mailto:marleneflores@imperialctc.org).

- The next IMBA meeting is scheduled for January 20, 2021 via Zoom Meeting.
- Imperial County Transportation Commission is undertaking a Regional Active Transportation Plan (ATP) to improve access, mobility, and safety for non-motorized modes of travel, including walking, bicycling, and riding trans it. The Regional ATP is grant funded by the Southern California Association of Governments (SCAG). ICTC staff kicked off this project in April 2021 and has conducted two (2) Technical Advisory Committee meetings with City, County, SCAG, and Caltrans staff to start data gathering and early outreach efforts. A dedicated project page has been developed for the project: <https://ictcatp-ktuagis.hub.arcgis.com/> ICTC staff has coordinated with Caltrans planning staff leading the state's ATP effort. Participation and information sharing will continue between the two planning efforts. Additional public education and engagement has been conducted with help of the Go Human Program from SCAG. Billboards and radio announcements promoting active transport safety and awareness have been online starting the last week of November 2021. The 6th Project Technical Advisory Committee (TAC) meeting was held on Wednesday, December 1, 2021 to discuss a summary of the completed community engagement process and overview of the regional priorities with special attention to the City priorities and regional connections. The final TAC meeting is scheduled for Thursday, January 13, 2022, via Zoom. The final plan and presentations are scheduled for ICTC TAC, Management Committee, and Commission in the months of January and February 2022.

B. Southern California Association of Governments (SCAG)

- On Thursday, Dec. 2, SCAG hosted the 12th annual Southern California Economic Summit virtually. The summit came at a time when the regional economy is still recovering from a time of unprecedented crisis. Civic and business leaders from across Southern California joined the discussion on how we can further our economic recovery and build strength and resilience in a post-COVID world. Speakers included DeeDee Myers, director of the Governor's Office of Business & Economic Development, U.C. Riverside professor Karthick Ramakrishnan, who is also executive director of the "California 100" initiative and Keynote Speaker Rana Foroohar, who's a Global Columnist for the Financial Times and a Global Economic Analyst for CNN.
- The SCAG 2021 Regional Briefing Book was released in conjunction with the 12th Annual Southern California Economic Summit. This year's Regional Briefing Book provides an overview of the SCAG region economy today, as well as an outlook for the counties. To access a copy of the briefing book click on the link: [https://scag.ca.gov/sites/main/files/file-attachments/regional-briefing-book-2021\\_final.pdf?1638320255](https://scag.ca.gov/sites/main/files/file-attachments/regional-briefing-book-2021_final.pdf?1638320255)
- With support from the State's Regional Early Action Planning (REAP) grant program and to support the region's efforts in response to recent state investments in planning to accelerate housing production and meet the goals of the Regional Housing Needs Allocation (RHNA), SCAG has developed a series of trainings that will support elected officials, advocates, and interested stakeholders in moving forward a pro-housing development agenda. The SCAG Housing Policy Leadership Academy (SCAG-HPLA) offers a 10-session online training for emerging and established community leaders who want to better understand how to advance policy solutions to increase the supply and availability of affordable housing. The course brings

together people from different backgrounds and disciplines in monthly sessions to examine issues and solutions from multiple perspectives and apply their learning to current housing policy challenges. Sessions explore the relationship between policy, planning, and housing development with a focus on how different policy solutions shape both the physical and social landscape and capacity to produce housing for all. The course is grounded in the HPLA 5Ps framework, which provides a foundation for examining the physical and social aspects of a healthy housing ecosystem. Applications can be completed online and are due by January 10, 2022. Notifications of acceptance will be issued no later than Jan. 18, 2022.

- Mark your calendars: General Assembly will be held on May 4, 2022 in Palm Desert in person. An email has been sent to the City/County clerks requesting appointments for delegates.
- Go Human opportunities are still available. SCAG was recently awarded a 1.25 million grant from the Office of Traffic Safety to fund continued work on Go Human.
- Federal spending bill will provide opportunities for funding availability. Please reach out to Mr. Salgado for questions or further discussion.

C. Caltrans Department of Transportation – District 11

- Mr. Reyes had the following updates:
  - o The I-8/Imperial Avenue Interchange project is on track to be completed and open to traffic by Christmas 2021.
  - o Several maintenance project updates:
    - SR-86 in El Centro pavement rehabilitation
    - Calexico payment rehabilitation
  - o Clean California Local Grant Program Workshop on December 15, 2021 from 1:30 to 3:30 p.m.
  - o Caltrans hiring event will take place on December 9, 2021 at the Imperial Fairgrounds.

D. Committee Member Reports

- There were no updates.

**VII. ACTION CALENDAR**

A. Federal Transit Administration (FTA) Section 5310 Grant Program for Elderly and Disabled Transportation Services 2022 ICTC grant application

Mr. Aguirre stated that Caltrans has announced a call for projects for the 2022 FTA 5310 Grant program. Historically, the FTA 5310 program was limited to rolling stock bus purchases and replacements, however, the program is continuing to include funding for operation expenses and mobility management program functions.

It is staff's recommendation to continue our Regional Mobility Coordination program and submit a funding request for a third time, one (1) application for FTA 5310 funding. The applications are due to Caltrans approximately March 2022. The grant approval process is expected to be completed by Caltrans in the fall of 2022.

The funding is anticipated to cover the loaded cost of staff and activities to maintain the Regional Mobility Coordination Program.

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

1. Continue the implementation of the consultant prepared *2021 Human Services – Public Transit Coordinated Plan*, which included to using a bilingual Mobility Coordinator to bridge the gap between current public transit service providers, human service agencies, social service agencies and the senior citizen and disabled communities of Imperial County.
2. Continue the implementation of the recommendations that the consultant prepared, *2014 ADA Certification and Eligibility Process, Demand Management Project*. This includes the eligibility and certification process for the Americans with disabilities paratransit service known as IVT Access.
3. Continue to promote, facilitate, educate, and help streamline transition between transportation services particularly for seniors and people with disabilities including scheduling mobility training.

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

1. Authorize the Executive Director or his designee to submit an FTA 5310 2022 Grant, execute all required documents and any amendments with the California Department of Transportation for the continued funding of the Regional Mobility Coordination Program.
2. Authorize the ICTC Chairperson to sign the attached resolution
3. Direct staff to forward the FT A 5310 Grant Application and associated documentation to the California Department of Transportation.

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

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

**Motion carried unanimously.**

**VIII.** The next meeting is scheduled for **January 12, 2022, at 10:30 a.m.** at the City of Calexico and via Zoom Meeting.

**IX. ADJOURNMENT**

A. Meeting adjourned at 11:02 a.m.



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

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

**November 17, 2021**

**Present:**

|                  |                              |
|------------------|------------------------------|
| Guillermo Sillas | City of Brawley              |
| Abraham Campos   | City of El Centro            |
| Adriana Anguis   | City of Holtville            |
| Veronica Atondo  | County of Imperial           |
| Jesus Villegas   | City of Imperial             |
| Lili Falomir     | City of Calexico             |
| Joel Hamby       | City of Westmorland          |
| George Galvan    | City of Calipatria           |
| Frank Fiorenza   | Imperial Irrigation District |

**Others:**

|                     |                   |
|---------------------|-------------------|
| Mark Baza           | ICTC              |
| David Aguirre       | ICTC              |
| Virginia Mendoza    | ICTC              |
| Marlene Flores      | ICTC              |
| Angela Delgadillo   | ICTC              |
| David Salgado       | SCAG              |
| Andres Miramontes   | City of El Centro |
| Angel Hernandez     | City of El Centro |
| Felix DeLeon        | City of El Centro |
| Andy Miramontes     | City of El Centro |
| Gordon Gaste        | City of Brawley   |
| Juan Manuel Cabrera | City of Brawley   |
| Ana Gutierrez       | City of Brawley   |
| Marco Coronel       | City of Imperial  |
| Ryan Fallica        | Caltrans          |
| Rafael Reyes        | Caltrans          |
| Ben Guerrero        | Caltrans          |
| Néstor Cuellar      | Caltrans HQ       |

1. The meeting was called to order at 10:03 a.m. A quorum was present, and introductions were made. There were no public comments made.
2. Adopted resolution authorizing remote teleconference meeting in accordance with Assembly Bill 361. ICTC requested a motion to adopt. (Falomir/Atondo). **Motion Carried.**
3. A *motion* was made to adopt the minutes for October 28, 2021 (Galvan/Hamby) **Motion Carried.**
4. **Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Q&A**  
(Presented by: Nestor Cuellar, Caltrans HQ)
  - Nestor Cuellar from Caltrans presented the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA). The CRRSAA Program requires projects be programmed by the Commission via approval of a Project List, prior to obligation of funds. The Program allows for rural and small urbanized areas, with a population less than 200,000, to request State Funds as an exchange.
  - Projects from areas with a population of 200,000 or greater may request State Only Funds on a case-by-case basis. Nestor Cuellar went over the steps that must occur to obtain CRRSAA funds. First, Agencies need to submit a project listing to their District Local Assistance office. The projects must appear on and be approved by the Commission prior to requesting allocation from the Department.
  - Furthermore, projects must appear on the FSTIP; process amendments are required. State Only Funds (SOF) projects do not have to be in the FSTIP.
  - Ben Guerrero from Caltrans provided more information on the CRRSAA funds and the guidelines. Funds can be used for multiple fundings. It can be used to support other fundings. Nestor Cuellar then stated that if the project initially is state funded, then the guidelines must be followed as state. If the project is initially Federal funded, then the guidelines for Federal must be followed.
  - Furthermore, Abraham Campos, from the City of El Centro, questioned if the money was either a reimbursement or a cash distribution. Nestor Cuellar answered that it is reimbursement, federal money that needs CTC approval.
  - Virginia Mendoza, from ICTC, followed up if there was an option to convert to state only funds. Nestor Cuellar answered that it is federal money, however, you can use it for any kind of project to supplement the funding.
  - Mr. Campos asked how to invoice the funds. Mr. Cuellar stated it is the same process. Once received the CTC approval, you will receive a finance and allocation letter. In this case, you would need to be in contact with District 11.
  - Mr. Cuellar added that the last time to get allocation from CTC is September 30, 2023, and the deadline to use the money is September 30, 2024.
  - Abraham Campos raised an option to send all the information to ICTC, then ICTC will forward the checks to each city on its own.
  - Moreover, Virginia Mendoza followed up by asking the questions that were asked in the last meeting. She asked if the funds can be used for a project that was just completed, will ICTC coordinate the projects that will be utilized and be responsible for the initial approval? Nestor Cuellar recommended for ICTC to take the lead and coordinate with the agencies to avoid any problems. He also offered to set up any meetings after for more understanding. Mr. Campos stated that the idea can be brought back for another discussion on the following meeting.
  - For more information, please go to: <https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/crrsaa>

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

- September 3, 2021 was the deadline to submit Inactive invoices. Agencies that did not invoice prior to September 30, 2021, must submit a justification on the Inactive Justification Form spreadsheet.
- Exhibit 9-A This form was updated and needs to resign the agreement.
- CTC Schedule is updated. Please review and follow the deadlines.
- Notify Caltrans with any anticipated submittal date for a forthcoming inactive project invoice. FHWA now requires status updated quarterly.
- DBE Goal Methodology Mid- Year Adjustments- OCR issued the following temporary guidance to increase the DBE goal for the rest of the current year. When the Exhibit 9-D: Contract Goal Methodology is sent to OCR for review and approval, OCR may modify the reduction factor from 80 percent to 100 percent. This modification will be on a contract by contract, district by district basis. When local agencies set DBE goals for their contracts, they will still use the factor of 80 percent.
- January 31, 2022- Federal Fiscal Year (FFY) 21/22 Requests for Authorization Obligations are due.
- Obligation Authority funds for redistribution are dwindling faster than in prior years. All RFA details must be transmitted on LAPM Exhibit 3-A and use the newest version from May 2021.
- November 18, 2021- “Clean California” Local Grant Program Application Workshop (online). Caltrans will administer approximately \$296 million as a part of a two-year program to improve and beautify rights-of-way, tribal lands, parks, pathways, and transit centers to restore pride in public spaces. Local, regional, or tribal governments, as well as public transit agencies, are eligible to apply. Nonprofit organizations may be sub-applicants.
- At-Risk Preliminary Engineering (PE)- 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.
- QAP Updates- City of Imperial is about to expire. Please see the updated list provided by Ben Guerrero. Updated QAP packages must be submitted to the Local Area Engineer, Ben Guerrero. Otherwise, no Construction funding authorization requests will be processed.
- Virtual Training Updates available. Federal Aid Series is coming up as well as other trainings.
- Subsidized Classes for Local Agencies are available to apply. Both the Federal Aid Series and Resident Engineers Academy courses fill-up quickly.
- The LPA should use the Floodplain Encroachment Location Hydraulic Study(LHS) Memo- No Significant Encroachment for low risk project types located within the floodplain:  
<https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/env/kelly-hobb-floodplains-clearance-memo-pdf>.

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

- **SCAG GO-Human:** SCAG was awarded a \$1.25 million grant from the California State Office of Traffic Safety (OTS) to fund ongoing work around regional active transportation safety. The GO Human programs provides marketing and promotional materials which can be tailored to meet the needs of participating agencies. The Go Human campaign launched in 2015 to reduce collisions, improve safety for people walking and biking and raise awareness of the importance of traffic safety.
- **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 complement SCAG’s ongoing efforts to support an Inclusive Economic Recovery and efforts supporting Racial Equity and Social Justice.
- **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 or SCAG and local jurisdictions to access data necessary for local general plan development trends, housing and economic growth, and sustainability conditions.
- **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.
- **Go Human Kit of Parts:** David Salgado included a presentation that demonstrates some examples of the pop-up demonstration materials.

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

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

**8. ICTC Updates / Announcements**

*Presented by Marlene Flores, David Aguirre, and Virginia Mendoza*

**a. Transit Planning Updates**

- ICTC is still operating under COVID-19 requirements those which include Free fares for Transit riders including Med Trans. The 90% of the ICTC improvement plans had just finished and were delivered to the City of Calexico.

**b. Transportation Planning Updates**

**1. Active Transportation Plan Update-** ATP project had their Technical Advisory Committee (TAC) meeting on October 19, 2021. Upcoming events include public workshops during the month of October and November.

- October 28, 2021, from 5:00pm – 7:00pm – Calexico Halloween Family Night
- October 30, 2021, from 4:00pm – 7:00pm – Heber Fall Festival
- November 6, 2021, from 10:00am – 2:00pm – Brawley Chili Cookoff
- November 6, 2021, from 10:00am – 2:00pm – Holtville Veterans Parade

**2. FY 2020-21 Programmed Project Obligation Updates**

- Federal and State project list was presented. The list is a list of projects that reflects projects that have funding in FFY 21/22.

**9. General Discussion / New Business**

No New Business was discussed during the meeting.

Next TAC meeting will be December 16, 2021, via Zoom

**10. Meeting adjourned at 11:47 a.m.**



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## **SOCIAL SERVICES TRANSPORTATION ADVISORY COUNCIL**

**DRAFT MINUTES**

December 1, 2021

Present

Voting Attendees:

|                  |                                     |
|------------------|-------------------------------------|
| Ted Ceasar       | Consumer                            |
| Kathleen Lang    | California Health & Wellness (CH&W) |
| Mitzi Perez      | ARC-IV                              |
| Raul Cordova     | Work Training Center (WTC)          |
| Karen Teran      | Access to Independence              |
| Sarah Enz        | Area Agency on Aging (AAA)          |
| David Aguirre    | CTSA-ICTC                           |
| Maricela Galarza | CTSA-ICTC                           |
| Gustavo Gomez    | CTSA-ICTC                           |

Non-Voting Attendees:

|               |                                   |
|---------------|-----------------------------------|
| Cesar Sanchez | IVT/IVTAccess/IVTRide/IVTMedtrans |
| Helio Sanchez | IVT                               |
| Jose Guillen  | IVT MedTrans                      |
| Karla Pacheco | IVT Access                        |
| Karla Aguilar | IVT Ride                          |
| Liz Santucci  | Caltrans                          |

1. Mr. Ceasar called the meeting to order at 10:01 a.m. **A quorum was present.** Introductions were made.
  - Hybrid meeting.
2. SSTAC Remote Resolution.
  - Ms. Galarza explained the purpose of the implementation of the resolution. The resolution will be required for this meeting and future meetings until further notice.
  - SSTAC members reviewed the resolution, motioned to approve as is. ([Perez](#), [Cordova](#)), **Motion Carried.**
  - Required signatures will be collected after the meeting.
3. Minutes were adopted for November 3, 2021. ([Ceasar](#), [Perez](#)), **Motion Carried.**
4. CTSA Reports:

Mr. Aguirre had the following updates:

- The free fares program is expected to run for a few more months. Mr. Aguirre stated that starting November 15, 2021 MedTrans will be included in the Free fare programs, thus all IVT services will now be free to passengers. The program is expected to run until approximately the month of February or March.
- Working on several projects
- The CAD/AVL project is close to being completed, with some GPS signal final testings. The project is expected to roll out in the next couple of months.
- Staff provided a presentation at IVC to residents of the tiny home community in El Centro, CA. It consisted of explaining the different bus routes and fastest bus routes to get from the tiny home community to IVC.
- The ITC project in Calexico is currently in the design phase, which is 90% completed. Grant funding for the project has been submitted to further project completion, construction, right away, etc.

Ms. Gomez had the following updates:

- IVT Access and IVT Ride continue to be remotely conducted, but the public does have the option to come to the office to sign up for IVT Ride or pick up an application for IVT Access.
- Staff attended a couple of presentations this past month which included; Chamber of Commerce and AAA council meeting.
- Staff also conducted 2 sessions of presentations for high school level students concerning different public transportation options. Both sessions included travel training for the IVT fixed-route service.
- Staff also conducted a presentation to the Kiwanis Club of all public transportation options in the Imperial Valley.
- Staff also attended the Veteran's Fair this past month. The staff was excited as it is the first in-person fair since the pandemic began. Outreach was conducted and networking opportunities occurred.
- Staff will also look at further outreach of the services throughout the variety of cities to inform individuals of the different public transportation options.

5. FY 2022-23 Master Needs List:

- Ms. Galarza presented and explained both the Master Needs List and UTN sample letter purpose through the Unmet Transit Needs process.
- Mr. Aguirre stated that once SSTAC members have agreed on some of the priorities in transit needs, a letter is developed to present to the panel during the Unmet Transit Needs Hearing which usually occurs in February or March timeframe. The chair of the SSTAC committee would present it to the panel during this hearing.
- Further discussion on items will move forward to the next meeting.

6. FTA 5310 Funding Opportunity-Call for projects:

ARC

- Ms. Galarza presented (2) support letters for ARC-IV,
  - o (1) Continuing of Operation Funds
  - o (3) Replacement of a Vehicle
- Ms. Galarza explained to SSTAC members that ARC-IV will be proceeding to apply for the following, under the FTA 5310 Grant;
  - o Continuing of Operation Funds
  - o Replacement of a Vehicle

Therefore, 2 support letters were found to be necessary.

- Ms. Galarza presented (1) support letter for ICTC's Mobility Management Program,

- (1) Continuing of Operation Funds
- Ms. Galarza explained to SSTAC members that ICTC will be proceeding to apply for the following, under the FTA 5310 Grant;
  - Continuing of Operation Funds for the Mobility Management Program
 Therefore, 1 support letter was found to be necessary.
- Ms. Galarza opened it up to any possible changes and comments.
- No comments were made and no changes were requested, (Enz, Cordova), **Motion Carried.**
- Mr. Ceasar will sign the letters after the SSTAC meeting and they will be given to ARC for their records.

7. Transit Operator Updates:

Imperial Valley Transit

- Mr. H. Sanchez provided updates on the service.
- There is a slight increase in ridership.
- IVT Blue, Green, and Gold still operating in a slightly modified schedule.
- The staff has been doing outreach including mobility training for individuals that need it. Showing the individuals the in's and out's of utilizing the IVT service.
- Once IVC opens to increase capacity for its students, IVT will see a slight peak in IVC express routes and IVT service routes. Students are a big part of public transit's ridership.
  - Mr. Aguirre stated that conversations with IVC representatives have concluded that IVC will expand its capacity to in-person classes in the 2022 Spring semester.

IVT Access

- Ms. Pacheco provided updates on the service.
- Service is running smoothly.
- Free fares are still provided, demand is still the same.

IVT Ride

- Ms. Aguilar provided updates on the services.
- An increase in ridership is observed.
- IVT Ride Westshores will begin transporting passengers to the nutrition center.
- There has been an increase in registrations for the services.

IVT MedTrans

- Mr. Guillen presented the Quarter 1 report for the service.
- Outreach to San Diego is planned soon to pass out brochures.
- Service hours are the same and both buses are available. It is in response to demand.
- Free fare for the service will hopefully get individuals interested to use the service.

8. General Discussion

- Ms. Galarza stated that as ICTC prepares to apply for the upcoming FTA 5310 grant funding opportunity a few support letters from agencies will be necessary. Ms. Galarza asked if any agencies would volunteer to support ICTC staff with this, it would greatly be appreciated. Ms. Galarza will forward via email a template for all participating agencies.
  - A few agencies volunteered to provide ICTC with a support letter;
    - California Health & Wellness (Dr. Lang)
    - Access to Independence (Ms. Teran)
    - Work Training Center (Mr. Cordova)
    - Area Agency on Aging (Ms. Enz)

9. Adjournment

- The meeting adjourned at 10:38 a.m. ([Ceasar, Cordova](#)), **Motion Carried.**
- The next meeting will be held on Wednesday, January 5, 2022, at the Imperial County Transportation Commission Office, 1503 N. Imperial Ave., Suite 104, El Centro, CA 92243.

# VII. REPORTS

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



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## Memorandum

**Date:** January 20, 2022  
**To:** ICTC Commission Members  
**From:** David Aguirre, Interim Executive Director  
**Re:** Executive Director's Report

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The following is a summary of the Executive Director's Report for the ICTC Commission on January 26, 2022.

- 1) **Surface Transportation Block Grant Program (STBG) and Congestion Mitigation and Air Quality Program (CMAQ) 2022 Call for Projects – FFY 2022/2023 to FFY 2024/2025:** *The STBG and CMAQ Call For Projects began on November 18, 2021. The approved 2022 CMAQ & STBG Guidelines are posted on the ICTC website at <http://www.imperialctc.org/call-for-projects/>. Applications are due by 5:00 p.m. on Friday, February 25, 2022 (or postmarked no later than February 25, 2022) to ICTC at 1503 N. Imperial Ave., Suite 104, El Centro, CA 92243. For additional information, please contact Marlene Flores at (760) 592-4494 or at [marleneflores@imperialctc.org](mailto:marleneflores@imperialctc.org).*
- 2) **Imperial Mexicali Binational Alliance (IMBA):** *On January 20, 2022 the IMBA meeting was held via Zoom. The meeting discussions included updates of the New River rehabilitation project led by the City of Calexico, presentation was made by City Manager Miguel Figueroa. Other updates included border infrastructure and economic development updates. The next IMBA meeting is scheduled for March 10, 2022 via Zoom.*
- 3) **Regional Active Transportation Plan:** Imperial County Transportation Commission is undertaking a Regional Active Transportation Plan (ATP) to improve access, mobility, and safety for non-motorized modes of travel, including walking, bicycling, and riding trans it. The Regional ATP is grant funded by the Southern California Association of Governments (SCAG). ICTC staff kicked off this project in April 2021 and has conducted two (2) Technical Advisory Committee meetings with City, County, SCAG, and Caltrans staff to start data gathering and early outreach efforts. A dedicated project page has been developed for the project: <https://ictcatp-ktuagis.hub.arcgis.com/>

ICTC staff has coordinated with Caltrans planning staff leading the state's ATP effort. Participation and information sharing will continue between the two planning efforts. Additional public education and engagement has been conducted with help of the Go Human Program from SCAG. *Billboards and radio announcements promoting active transportation safety and awareness have been online starting the last week of November 2021.*

*The 6<sup>th</sup> Project Technical Advisory Committee (TAC) meeting was held on Wednesday, December 1, 2021 to discuss a summary of the completed community engagement process and overview of the regional priorities with special attention to the City priorities and regional connections. The final TAC meeting is scheduled for Thursday, January 13, 2022 via Zoom. The final plan and presentations are scheduled for ICTC TAC, Management Committee, and Commission in the months of January and February 2022.*

- 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 has been completed. *Design and Right of Way Acquisition is underway and is expected to be completed in February 2022. ICTC is exploring funding opportunities for the \$12.5 million needed for construction.*

- 5) **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, ICTC was awarded \$20 million under the U.S. Department of Transportation's BUILD discretionary grant program to complete the Design-Build construction phase. *The design portion of the project is ongoing. The project is estimated to begin construction in early 2022, and is scheduled for completion in 2023.*
- 6) **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). *ICTC has begun utilizing the IVC Express route to service both bus stops along the east side (intersection of Bonita Place and Commercial Avenue) and (intersection of Alexandria Street and Brown Avenue) of Calipatria.*
- 7) **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 received an additional grant that will allow for the continuation of free fares until grant funds are fully expended. The program now includes the IVT Medtrans service. All regular service eligibility requirements and restrictions remain in effect.*
- 8) **Organic waste: reduction regulations: local jurisdiction compliance:** Current law requires the State Air Resources Board to complete, approve, and implement a comprehensive strategy to reduce emissions of short-lived climate pollutants in the state to achieve, among other things, a reduction in the statewide emissions of methane by 40%. Current law requires the methane emissions reduction goals to include specified targets to reduce the landfill disposal of organics. Current law requires the Department of Resources Recycling and Recovery, in consultation with the state board, to adopt regulations to achieve those targets for reducing organic waste in landfills, and authorizes those regulations to require local jurisdictions to impose requirements on generators or other relevant entities within their jurisdiction, to authorize local jurisdictions to impose penalties on generators for noncompliance, and to include penalties to be imposed by the department for noncompliance. This bill would authorize a local jurisdiction facing continuing violations that commence during the 2022 calendar year of those regulations to submit to the department no later than March 1, 2022, a notification of intent to comply, as prescribed. For a copy of the senate bill go to: [Senate Bill \(SB\) 619 \(Laird D\)](#)

- 9) **\$60 million for SB 1383 Implementation - SB 170:** *The Legislature recently released language for a new budget bill jr., SB 170, that includes \$60 million for grants to local jurisdictions to assist in implementation of SB 1383 (Lara, 2016). Should SB 170 be passed by the Legislature and signed by Gov. Newsom, CalRecycle would be in charge of creating the grant application and timeline for submittal. Cities would need to apply for the funding and CalRecycle would determine that amount of the grant award. The specific details, however, are forthcoming.*

*Additionally, there is approximately \$110 million in SB 170 for organic waste infrastructure, such as anaerobic digesters and compost facilities. For a full breakdown of the funds in SB 170, please see the Senate Budget and Fiscal Review's analysis here: [September 7 2021 Hearing Agenda Final.pdf \(ca.gov\)](#)*

- 10) **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 17, 2021 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 toward completing design plans and Caltrans Permits with a goal to begin construction in 2022 with construction completed in approximately six months after construction begins.*

- 11) **I-8 / Imperial Avenue Interchange Reconstruction:** Caltrans and construction team met 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 detoured along 4th Street/State Route 86 (SR-86) located east of Imperial Avenue. On July 23<sup>rd</sup> closure of the I-8 was needed to demolish and remove the existing bridge. Crews completed the demolition of the existing bridge at the I-8/Imperial Avenue Interchange. Stage 2 work on the northern portion of I-8 took four to six months to complete and could began in December. During Stage 2, all I-8/Imperial Avenue on- and off- ramps were fully closed. *The project ribbon cutting was conducted on December 21, 2022. The interchange was open to the public the evening of December 21, 2022.*
- 12) **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 was delayed to due to environmental impacts and other utility projects in progress within the project area. Construction of the project began on August 6, 2021.*
- 13) **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.*

- 14) **State and Federal Local 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.*
- 15) **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 made 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.*
- 16) **State Legislation for Transportation Funding – SB 1 Road Maintenance and Rehabilitation Account (RMRA):** *The following are projected annual revenues of RMRA for the FY 21/22. In addition to the funding estimates of RMRA funds listed below, the League of California Cities website and the State Controllers office provides additional resources on the various transportation funding and reporting requirements associated with transportation funds.*

*The League of California Cities website provides an overview update of available city and county estimated allocations of roadway funding such as RMRA and Highway Users Tax Account (HUTA). The following is a link to the League of California Cities website <https://www.calcities.org/detail-pages/news/2021/01/27/cal-cities-and-csac-release-huta-and-rmra-estimates-for-proposed-fy-2021-22-state-budget-29447>*

*The following is the projected annual revenues for FY 2021/2022. All funding recipients are required to submit their list of projects in order to be eligible for funding distribution. The following link is the frequently asked questions resource for (SB1) RMRA [https://sco.ca.gov/aud\\_road\\_maintenance\\_sb1.html](https://sco.ca.gov/aud_road_maintenance_sb1.html)*

| <b>Agency</b>      | <b>RMRA Estimated Amount<br/>FY 2021-2022</b> |
|--------------------|---|
| Brawley            | \$525,382                                     |
| Calexico           | \$785,624                                     |
| Calipatria         | \$148,015                                     |
| El Centro          | \$877,084                                     |
| Holtville          | \$122,158                                     |
| Imperial           | \$382,419                                     |
| Westmorland        | \$45,067                                      |
| County of Imperial | \$9,324,428                                   |
| <b>TOTAL</b>       | <b>\$12,210,177*</b>                          |

*\*Estimate source is from California City Finance website dated May 14, 2021  
<http://www.californiacityfinance.com/LSR2105.pdf>*

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

18) **Partnerships with IVEDC:**

- a) **Southern Border Broadband Consortium (SBBC):** 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.

As of January 07, 2022 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.

As of January 07, 2022, there is a remaining grant balance of \$70,283. Of the \$70,283, \$66,079 is the remaining contract balance for SCS Engineers.

## Federal Funded Project Obligation List

*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 2021/2022. (Starting October 1, 2021 thru September 30, 2022)*

| Agency  | Project ID | Project Name   | Fiscal Year  | Funding Type | PE     | ROW  | CON    | Total           | Obligation Status |
|---------|------------|--|--------------|--------------|--------|------|--------|-----------------|-------------------|
| Brawley | IMP190701  | Pedestrian and street improvements (paving of dirt road) on Legion Street between State Route 86 and Western Avenue                    | 2019/20      | CMAQ         | \$ 177 | \$ - | \$ -   | \$ 177          |                   |
|         | 5167(044)  | <b>Comments:</b> EPSP. Need to obligate on FFY21/22 Status: end of Jan. the design will be completed.                                  | 2019/20      | Agency       | \$ 23  | \$ - | \$ -   | \$ 23           |                   |
|         |            |  | 2021/22      | CMAQ         | \$ -   | \$ - | \$ 797 | \$ 797          |                   |
|         |            |  | 2021/22      | Agency       | \$ -   | \$ - | \$ 103 | \$ 103          |                   |
|         |            |  | <b>Total</b> |              |        |      |        | <b>\$ 1,100</b> |                   |
| Agency  | Project ID | Project Name   | Fiscal Year  | Funding Type | PE     | ROW  | CON    | Total           | Obligation Status |
| Brawley | IMP190702  | Construct street improvements (paving of dirt road) along Western Avenue between Legion street and Wildcat Drive.                      | 2019/20      | CMAQ         | \$ 177 | \$ - | \$ -   | \$ 177          |                   |
|         | 5167(045)  | <b>Comments:</b> Status of Design and ROW: PE phase will have completed by end of February. Award the Design in the month of December. | 2019/20      | Agency       | \$ 23  | \$ - | \$ -   | \$ 23           |                   |
|         |            |  | 2021/22      | CMAQ         | \$ -   | \$ - | \$ 784 | \$ 784          |                   |
|         |            |  | 2021/22      | Agency       | \$ -   | \$ - | \$ 102 | \$ 102          |                   |
|         |            |  | <b>Total</b> |              |        |      |        | <b>\$ 1,086</b> |                   |
| Agency  | Project ID | Project Name   | Fiscal Year  | Funding Type | PE     | ROW  | CON    | Total           | Obligation Status |
| Brawley | IMP190709  | Street Improvement (repavement) along K street from Highway 86 to 8th street.  | 2019/20      | STBG         | \$ 52  | \$ - | \$ -   | \$ 52           |                   |
|         | 5167(043)  | <b>Comments:</b> Design has been completed as of week of 12/3/21. Will move with the adv. Of the CON on Dec. 15th                      | 2019/20      | Agency       | \$ 8   | \$ - | \$ -   | \$ 8            |                   |
|         |            |  | 2021/22      | STBG         | \$ -   | \$ - | \$ 370 | \$ 370          |                   |
|         |            |  | 2021/22      | Agency       | \$ -   | \$ - | \$ 48  | \$ 48           |                   |
|         |            |  | <b>Total</b> |              |        |      |        | <b>\$ 478</b>   |                   |
| Agency  | Project ID | Project Name   | Fiscal Year  | Funding Type | PE     | ROW  | CON    | Total           | Obligation Status |
|         |            | <b>Comments:</b>   | 2020/21      | STBG         | \$ -   | \$ - | \$ -   | \$ -            |                   |
|         |            |  | 2020/21      | Agency       | \$ -   | \$ - | \$ -   | \$ -            |                   |
|         |            |  | 2021/22      | STBG         | \$ -   | \$ - | \$ -   | \$ -            |                   |
|         |            |  | 2021/22      | Agency       | \$ -   | \$ - | \$ -   | \$ -            |                   |
|         |            |  | <b>Total</b> |              |        |      |        | <b>\$ -</b>     |                   |

| Agency | Project ID | Project Name     | Fiscal Year  | Funding Type | PE   | ROW  | CON  | Total       | Obligation Status |
|--------|------------|------------------|--------------|--------------|------|------|------|-------------|-------------------|
| 0      | 0          | 0                | 2019/20      | CMAQ         | \$ - | \$ - | \$ - | \$ -        |                   |
|        |            | <b>Comments:</b> | 2019/20      | Agency       | \$ - | \$ - | \$ - | \$ -        |                   |
|        |            |                  | 2020/21      | CMAQ         | \$ - | \$ - | \$ - | \$ -        |                   |
|        |            |                  | 2020/21      | Agency       | \$ - | \$ - | \$ - | \$ -        |                   |
|        |            |                  | <b>Total</b> |              |      |      |      | <b>\$ -</b> |                   |
| Agency | Project ID | Project Name     | Fiscal Year  | Funding Type | PE   | ROW  | CON  | Total       | Obligation Status |
| 0      | 0          | 0                | 2020/21      | STBG         | \$ - | \$ - | \$ - | \$ -        |                   |
|        |            | <b>Comments:</b> | 2020/21      | Agency       | \$ - | \$ - | \$ - | \$ -        |                   |
|        |            |                  | 2021/22      | CMAQ         | \$ - | \$ - | \$ - | \$ -        |                   |
|        |            |                  | 2021/22      | Agency       | \$ - | \$ - | \$ - | \$ -        |                   |
|        |            |                  | <b>Total</b> |              |      |      |      | <b>\$ -</b> |                   |
| Agency | Project ID | Project Name     | Fiscal Year  | Funding Type | PE   | ROW  | CON  | Total       | Obligation Status |
| 0      | 0          | 0                | 2020/21      | CMAQ         | \$ - | \$ - | \$ - | \$ -        |                   |
|        |            | <b>Comments:</b> | 2020/21      | Agency       | \$ - | \$ - | \$ - | \$ -        |                   |
|        |            |                  | 2021/22      | CMAQ         | \$ - | \$ - | \$ - | \$ -        |                   |
|        |            |                  | 2021/22      | Agency       | \$ - | \$ - | \$ - | \$ -        |                   |
|        |            |                  | <b>Total</b> |              |      |      |      | <b>\$ -</b> |                   |

## Federal Funded Project Obligation List

*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 2021/2022. (Starting October 1, 2021 thru September 30, 2022)*

| Agency    | Project ID | Project Name   | Fiscal Year  | Funding Type | PE    | ROW    | CON    | Total  | Obligation Status |
|-----------|------------|--|--------------|--------------|-------|--------|--------|--------|-------------------|
| Calexico  | IMP191001  | Weakley Street Improvements between Scaroni Blvd. and Portico Blvd. (paving of dirt road).<br><br>Comments: EPSP- Need to obligate in FFY 21/22. Engineering and Right-of-way Phase. | 2019/20      | CMAQ         | \$ 18 | \$ 155 | \$ -   | \$ 173 |                   |
|           |            |  | 2019/20      | Agency       | \$ 2  | \$ 18  | \$ -   | \$ 20  |                   |
|           |            |  | 2021/22      | CMAQ         | \$ -  | \$ -   | \$ 291 | \$ 291 |                   |
|           |            |  | 2021/22      | Agency       | \$ -  | \$ -   | \$ 40  | \$ 40  |                   |
|           |            |  | <b>Total</b> |              |       |        |        |        |                   |
| County    | IMP190713  | Comments:  | 2019/20      | CMAQ         |       | \$ -   | \$ -   | \$ -   |                   |
|           |            |  | 2019/20      | Agency       |       | \$ -   | \$ -   | \$ -   |                   |
|           |            |  | 2020/21      | CMAQ         | \$ -  | \$ -   |        | \$ -   |                   |
|           |            |  | 2020/21      | Agency       | \$ -  | \$ -   |        | \$ -   |                   |
|           |            |  | <b>Total</b> |              |       |        |        |        |                   |
| El Centro |            | Comments:  | 2020/21      | STBG         | \$ -  | \$ -   |        | \$ -   |                   |
|           |            |  | 2020/21      | Agency       | \$ -  | \$ -   |        | \$ -   |                   |
|           |            |  | 2021/22      | STBG         | \$ -  | \$ -   |        | \$ -   |                   |
|           |            |  | 2021/22      | Agency       | \$ -  | \$ -   |        | \$ -   |                   |
|           |            |  | <b>Total</b> |              |       |        |        |        |                   |
| County    | IMP190713  | Comments:  | 2020/21      | CMAQ         |       | \$ -   | \$ -   | \$ -   |                   |
|           |            |  | 2020/21      | Agency       |       | \$ -   | \$ -   | \$ -   |                   |
|           |            |  | 2021/22      | CMAQ         | \$ -  | \$ -   |        | \$ -   |                   |
|           |            |  | 2021/22      | Agency       | \$ -  | \$ -   |        | \$ -   |                   |
|           |            |  | <b>Total</b> |              |       |        |        |        |                   |
| County    | IMP190713  | Comments:  | 2020/21      | CMAQ         | \$ -  | \$ -   | \$ -   | \$ -   |                   |
|           |            |  | 2020/21      | Agency       | \$ -  | \$ -   | \$ -   | \$ -   |                   |
|           |            |  | 2021/22      | CMAQ         | \$ -  | \$ -   | \$ -   | \$ -   |                   |
|           |            |  | 2021/22      | Agency       | \$ -  | \$ -   | \$ -   | \$ -   |                   |
|           |            |  | <b>Total</b> |              |       |        |        |        |                   |

## Federal Funded Project Obligation List

*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 2021/2022. (Starting October 1, 2021 thru September 30, 2022)*

| Agency    | Project ID | Project Name   | Fiscal Year  | Funding Type | PE    | ROW  | CON             | Total    | Obligation Status |
|-----------|------------|--|--------------|--------------|-------|------|-----------------|----------|-------------------|
| El Centro | IMP190704  | Interconnect and synchronize existing interconnected signal lights along Dogwood Avenue and along 8th street to the City of El Centro's master computer.   | 2019/20      | CMAQ         | \$ 48 | \$ - | \$ -            | \$ 48    | E-76 Obligated    |
| Comments: |            |  | 2019/20      | Agency       | \$ 7  | \$ - | \$ -            | \$ 7     |                   |
|           |            |  | 2020/21      | CMAQ         | \$ -  | \$ - | \$ 343          | \$ 343   |                   |
|           |            |  | 2020/21      | Agency       | \$ -  | \$ - | \$ 45           | \$ 45    |                   |
|           |            |  | <b>Total</b> |              |       |      | <b>\$ 443</b>   |          |                   |
| El Centro | IMP190710  | Imperial Avenue Extension South - new roadway from I-8 to McCabe Road. Phase 2 includes 2 lanes on Imperial Avenue from Wake Avenue to Danenberg Drive; and 2 new lanes on Danenberg Drive from the westerly extension of Danenberg Drive towards Imperial Avenue. | 2020/21      | STBG         | \$ -  | \$ - | \$ 715          | \$ 715   | E-76 Obligated    |
| Comments: |            |  | 2020/21      | Agency       | \$ -  | \$ - | \$ 93           | \$ 93    |                   |
|           |            |  | 2021/22      | STBG         | \$ -  | \$ - | \$ 2,200        | \$ 2,200 |                   |
|           |            |  | 2021/22      | Agency       | \$ -  | \$ - | \$ 285          | \$ 285   |                   |
|           |            |  | <b>Total</b> |              |       |      | <b>\$ 3,293</b> |          |                   |

## Federal Funded Project Obligation List

*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 2021/2022. (Starting October 1, 2021 thru September 30, 2022)*

| Agency       | Project ID | Project Name  | Fiscal Year | Funding Type | PE    | ROW  | CON    | Total         | Obligation Status |
|--------------|------------|---|-------------|--------------|-------|------|--------|---------------|-------------------|
| Holtiville   | IMP190705  | Cedar Avenue sidewalk improvements from 4th street to 5th street. | 2019/20     | CMAQ         | \$ 17 | \$ - | \$ -   | \$ 17         | E-76              |
| Comments:    |            |   | 2019/20     | Agency       | \$ 3  | \$ - | \$ -   | \$ 3          |                   |
|              |            |   | 2020/21     | CMAQ         | \$ -  | \$ - | \$ 193 | \$ 193        |                   |
|              |            |   | 2020/21     | Agency       | \$ -  | \$ - | \$ 25  | \$ 25         |                   |
| <b>Total</b> |            |   |             |              |       |      |        | <b>\$ 238</b> |                   |

| Agency       | Project ID | Project Name | Fiscal Year | Funding Type | PE   | ROW  | CON  | Total       | Obligation Status |
|--------------|------------|--------------|-------------|--------------|------|------|------|-------------|-------------------|
|              |            |              | 2019/20     | CMAQ         |      |      | \$ - | \$ -        | E-76              |
| Comments:    |            |              | 2019/20     | Agency       |      |      | \$ - | \$ -        |                   |
|              |            |              | 2020/21     | CMAQ         | \$ - | \$ - |      | \$ -        |                   |
|              |            |              | 2020/21     | Agency       | \$ - | \$ - |      | \$ -        |                   |
| <b>Total</b> |            |              |             |              |      |      |      | <b>\$ -</b> |                   |

| Agency       | Project ID | Project Name | Fiscal Year | Funding Type | PE   | ROW  | CON | Total       | Obligation Status |
|--------------|------------|--------------|-------------|--------------|------|------|-----|-------------|-------------------|
|              |            |              |             |              | \$ - | \$ - |     |             | E-76              |
| Comments:    |            |              | 2020/21     |              | \$ - | \$ - |     | \$ -        |                   |
|              |            |              |             |              | \$ - | \$ - |     | \$ -        |                   |
|              |            |              |             |              | \$ - | \$ - |     | \$ -        |                   |
| <b>Total</b> |            |              |             |              |      |      |     | <b>\$ -</b> |                   |

## Federal Funded Project Obligation List

*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 2021/2022. (Starting October 1, 2021 thru September 30, 2022)*

| Agency   | Project ID | Project Name   | Fiscal Year | Funding Type | PE   | ROW  | CON     | Total           | Obligation Status |
|----------|------------|--|-------------|--------------|------|------|---------|-----------------|-------------------|
| Imperial | IMP190301  | 2nd Street Rehabilitation & Reconstruction from Old SR-86 to P Street. | 2020/21     | STBG         | \$ - | \$ - | \$1,841 | \$ 1,841        | 60% Design        |
|          |            | Comments: Construction phase is on on going.                           | 2020/21     | Agency       | \$ - | \$ - | \$1,181 | \$ 1,181        |                   |
|          |            |  |             |              | \$ - | \$ - | \$ -    | \$ -            |                   |
|          |            |  |             |              | \$ - | \$ - | \$ -    | \$ -            |                   |
|          |            | <b>Total</b>   |             |              |      |      |         | <b>\$ 3,022</b> |                   |

| Agency | Project ID | Project Name | Fiscal Year | Funding Type | PE   | ROW  | CON  | Total       | Obligation Status |
|--------|------------|--------------|-------------|--------------|------|------|------|-------------|-------------------|
|        |            |              | 2020/21     | STBG         | \$ - | \$ - | \$ - | \$ -        | 0                 |
|        |            | Comments:    | 2020/21     | Agency       | \$ - | \$ - | \$ - | \$ -        |                   |
|        |            |              |             |              | \$ - | \$ - | \$ - | \$ -        |                   |
|        |            |              |             |              | \$ - | \$ - | \$ - | \$ -        |                   |
|        |            | <b>Total</b> |             |              |      |      |      | <b>\$ -</b> |                   |

## Federal and State Funded Project Obligation List

**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 2021/2022. (Starting October 1, 2021 thru September 30, 2022)  
**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 2021/2022 (Starting July 1, 2021 thru June 30, 2022)

| Agency  | Project ID | Project Name  | Fiscal Year  | Funding Type | PE     | ROW   | CON    | Total  | Obligation Status |  |  |
|---|------------|---|--------------|--------------|--------|-------|--------|--------|-------------------|--|--|
| County  | IMP170101  | The project consist in providing improvements such as sidewalks, driveways, in-fill paving to accommodate a bike lane along Rio Vista Street from San Diego Avenue to Holt Avenue in the community of Seeley. | Prior        | CMAQ         | \$ 198 | \$ -  | \$ -   | \$ 198 |                   |  |  |
| <b>Comments:</b> Pending approval of contract Change order.   |            |   | Prior        | Agency       | \$ 26  | \$ -  | \$ -   | \$ 26  |                   |  |  |
|   |            |   | 2021/22      | CMAQ         | \$ -   | \$ -  | \$ 792 | \$ 792 |                   |  |  |
|   |            |   | 2021/22      | Agency       | \$ -   | \$ -  | \$ 103 | \$ 103 |                   |  |  |
|   |            |   | <b>Total</b> |              |        |       |        |        | <b>\$ 1,119</b>   |  |  |
| Agency  | Project ID | Project Name  | Fiscal Year  | Funding Type | PE     | ROW   | CON    | Total  | Obligation Status |  |  |
| County  | IMP190713  | The project consist in providing improvements on Main Street such as widening of existing road to add bike lane, sidewalks, shoulder, curb and gutter from Highway 111 to Memphis Avenue in Niland.           | 2020/21      | CMAQ         | \$ 107 | \$ -  | \$ -   | \$ 107 |                   |  |  |
| <b>Comments:</b> PE received E-76, 30% design complete. Pending CON RFA in FFY21/22.  |            |   | 2020/21      | Agency       | \$ 14  | \$ -  | \$ -   | \$ 14  |                   |  |  |
|   |            |   | 2021/22      | CMAQ         | \$ -   | \$ -  | \$ 165 | \$ 165 |                   |  |  |
|   |            |   | 2021/22      | Agency       | \$ -   | \$ -  | \$ 916 | \$ 916 |                   |  |  |
|   |            |   | <b>Total</b> |              |        |       |        |        | <b>\$ 1,202</b>   |  |  |
| Agency  | Project ID | Project Name  | Fiscal Year  | Funding Type | PE     | ROW   | CON    | Total  | Obligation Status |  |  |
| County  | IMP190716  | Sidewalk improvements on Heffernan Avenue from 14th street to 11th street.  | 2019/20      | ATP          | \$ 87  | \$ -  | \$ -   | \$ 87  |                   |  |  |
| <b>Comments:</b> They are on the Design Phase.  |            |   | 2019/20      | Agency       | \$ 13  | \$ -  | \$ -   | \$ 13  |                   |  |  |
|   |            |   | 2020/21      | ATP          | \$ -   | \$ 44 | \$ -   | \$ 44  |                   |  |  |
|   |            |   | 2020/21      | Agency       | \$ -   | \$ 6  | \$ -   | \$ 6   |                   |  |  |
|   |            |   | 2021/22      | ATP          | \$ -   | \$ -  | \$ 511 | \$ 511 |                   |  |  |
|   |            |   | 2021/22      | Agency       | \$ -   | \$ -  | \$ 66  | \$ 66  |                   |  |  |
|   |            |   | <b>Total</b> |              |        |       |        |        | <b>\$ 727</b>     |  |  |
| Agency  | Project ID | Project Name  | Fiscal Year  | Funding Type | PE     | ROW   | CON    | Total  | Obligation Status |  |  |
| County  | IMP190715  | Aten Road Bicycle Path Improvements from Dogwood Road to Imperial Valley College in Imperial County.  | 2019/20      | ATP          | \$ 71  | \$ -  | \$ -   | \$ 71  |                   |  |  |
| <b>Comments:</b> Extension was requested. Requesting a 12-month extension. Allocation Request must be approved by CTC no later than 12/31/2021. |            |   | 2019/20      | Agency       | \$ 24  | \$ -  | \$ -   | \$ 24  |                   |  |  |
|   |            |   | 2020/21      | ATP          | \$ -   | \$ -  | \$ 215 | \$ 215 |                   |  |  |
|   |            |   | 2020/21      | Agency       | \$ -   | \$ -  | \$ 133 | \$ 133 |                   |  |  |
|   |            |   |              |              |        |       |        |        | \$ -              |  |  |
|   |            |   |              |              |        |       |        |        | \$ -              |  |  |
|   |            |   | <b>Total</b> |              |        |       |        |        | <b>\$ 443</b>     |  |  |



SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS  
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## Memorandum

**Date:** January 26<sup>th</sup>, 2022  
**To:** ICTC Commission Meeting  
**From:** David Salgado, Regional Affairs Officer (RAO)  
**Re:** **Southern California Association of Government's (SCAG) Report**

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The following is a summary of the SCAG Executive Director's Report and/or Federal and State Legislature Staff Report for the Imperial County Transportation Commission's regular meeting for the month of January 2022.

- 1. SCAG Housing Policy Leadership Academy:** With support from the State's Regional Early Action Planning (REAP) grant program and to support the region's efforts in response to recent state investments in planning to accelerate housing production and meet the goals of the Regional Housing Needs Allocation (RHNA), SCAG has developed a series of trainings that will support elected officials, advocates, and interested stakeholders in moving forward a pro-housing development agenda.

The SCAG Housing Policy Leadership Academy (SCAG-HPLA) offers a 10-session online training for emerging and established community leaders who want to better understand how to advance policy solutions to increase the supply and availability of affordable housing. The course brings together people from different backgrounds and disciplines in monthly sessions to examine issues and solutions from multiple perspectives and apply their learning to current housing policy challenges. Sessions explore the relationship between policy, planning, and housing development with a focus on how different policy solutions shape both the physical and social landscape and capacity to produce housing for all.

The course is grounded in the HPLA 5Ps framework, which provides a foundation for examining the physical and social aspects of a healthy housing ecosystem.

**Applications can be completed online and are due by January 10, 2022. Notifications of acceptance will be issued no later than Jan. 18, 2022.**

2. **2022 SCAG Regional Conference and General Assembly May 4-6, 2022:** On May 4-6, local leaders from throughout Southern California will convene for SCAG’s 57th annual Regional Conference and General Assembly at the JW Marriott Desert Springs Resort & Spa in Palm Desert, CA. This three-day conference will bring together state and local elected officials, CEOs, business and civic leaders, transportation and environmental stakeholders, local government staff, and others.
3. **SCAG Toolbox Tuesday!! Equity in Action: Developing Equity Tools:** Tuesday, Jan. 25 1 – 2:30 p.m. Kick-off the new year by joining us for this equity-focused Toolbox Tuesday to learn about using and developing equity tool(s) for your jurisdiction.

Equity tools are designed to integrate the explicit consideration of equity in decisions, including policies, practices, programs, and budgets. They can focus on different aspects of your work, such as during project scope development or the budgeting process, or can serve as a checkpoint to help jurisdictions investigate disparities within their communities and incorporate equity in their work.

SCAG, along with a local jurisdiction, will share insights into the development of their own equity tools. SCAG’s Racial Equity Toolkit contains a series of six tools aimed at different aspects of the planning process:

- Communications Tool
- Community Engagement & Relationship Building Tool
- Data Gathering & Analysis Tool
- Equitable Strategy & Action Tool
- Equity Assessment Tool
- Stakeholder Analysis Tool

4. **2022 SCAG SUSTAINABILITY AWARDS CALL FOR NOMINATIONS:** SCAG is now accepting nominations for the 2022 SCAG Sustainability Awards. Each year, the Sustainability Awards celebrate plans and projects that use innovative planning to promote a healthier, happier, and resilient Southern California. **Now through Thursday, Jan. 13**, nominations will be accepted for the following award categories:

- |  |   |
|--|---|
| • Active, Healthy and Safe Communities             | • Equity  |
| • Clean Cities: Alternative Fuels & Infrastructure | • Green Region Initiative: Resource Conservation & Climate Action |
| • Efficient & Sustainable Land Use                 | • Housing Innovation  |

For questions regarding the 2022 Sustainability Awards, please contact Lyle Janicek at [janicek@scag.ca.gov](mailto:janicek@scag.ca.gov). For more information on the SCAG Sustainability Awards including the award criteria or to view past award winners visit [scag.ca.gov/sustainabilityawards](http://scag.ca.gov/sustainabilityawards)

- 5. 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” to support the roll out of the Regional Data Platform (RDP) and other housing and data support needs.

- 6. 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.

## 12TH ANNUAL SOUTHERN CALIFORNIA ECONOMIC SUMMIT

On Dec. 2, 2021, SCAG virtually hosted its 12th Annual Regional Economic Summit. Over 300 people participated in this year's event. SCAG honored Senator Susan Rubio (D-Baldwin Park) by naming her the Legislative Champion of Economic Empowerment. Earlier this year, Senator Rubio was instrumental in SCAG receiving a \$3.5 million grant from the State to implement the agency's Inclusive Economic Recovery Strategy recommendations.

Dr. Wallace Walrod, SCAG's Chief Economic Advisor, reported his outlook on the regional economy, expressing a positive – but cautious – outlook for the region, noting that the regional economy is fundamentally strong and resilient in the face of our recent challenges. The region's most immediate challenge is COVID-19 and its aftermath, including ongoing supply chain issues, labor supply disruptions, and inflation. In addition, Dr. Walrod reiterated that the greatest challenge to the region's long-term growth is unaffordable housing.

Essential to a resilient economy is inclusive and equitable economic growth. Dr. Karthick Ramakrishnan, from the University of California, Riverside's Center for Social Innovation, discussed the economic benefits of equitable and inclusive growth. He outlined ways SCAG can better incorporate and communicate measures of equity and inclusion in its long-term planning.

An energetic and informative panel discussion followed the economic briefing. Dr. Micah Weinberg, Chief Executive Officer and President of California Forward, moderated the panel, which included Dr. Daryl Fairweather, Chief Economist at Redfin; Estelle Reyes, Senior Vice President, Enhancing Community at LA Cleantech Incubator; Dee Dee Myers, Director of the Governor's Office of Business and Economic Development (GoBiz) and Senior Advisor to the Governor of California; and David Hickey, Vice President West Business Markets at Verizon. The panelists highlighted the region's ingenuity and diversity as a source of opportunity. Still, they also noted the challenges the region faces, echoing concerns about the economic burden of the region's housing shortage.

The event culminated with a keynote address Rana Foroohar, a Global Business Columnist at The Financial Times and Global Economic Analyst at CNN, who spoke about the pandemic supercharging preexisting economic issues, including economic inequality. Her address laid out a vision for a truly sustainable recovery and an economic future that relies less on the global and more on the local.

Materials (including SCAG's regional economic outlook and related research in the Regional Briefing Book), presentations, and videos from the event are available on SCAG's website at [scag.ca.gov/economicssummit](https://scag.ca.gov/economicssummit).

## LEGISLATIVE UPDATE

SCAG hosted a meet-and-greets with two freshmen members of the Southern California Congressional Delegation. Representatives Jay Obernolte (R-Hesperia) and Young Kim (R-Fullerton) both assumed office in January 2021.

On Nov. 16, 2021, SCAG President Clint Lorimore, Legislative/Communications and Membership Committee (LCMC) Chair Alan Wapner, and LCMC Vice Chair Peggy Huang were joined by Regional Councilmembers Randall Putz and Larry McCallon to meet with Congressman Obernolte, who expressed his long-standing support for core infrastructure, such as roads, highways, and bridges, and even expressed support for member-directed spending.

On Nov. 22, 2021, President Lorimore, First Vice President Jan Harnik, Second Vice President Carmen Ramirez, and LCMC Vice Chair Huang were joined by Regional Councilmembers Marty Simonoff, Art Brown, Tim Shaw, and Ray Marquez in a meeting with Congresswoman Kim that included a discussion on ongoing issues in the goods movement sector and brief for our members on the Ocean Shipping Reform Act (H.R. 4996), which Congresswoman Kim co-sponsored. The bill would

make various changes to improve ocean shipping and port operations. The bill recently passed the House and has moved to the U.S. Senate for consideration.

As a follow-up to the State Assembly's Housing Roundtable meetings, SCAG met with Assemblymembers Robert Rivas (D-Salinas), Timothy Grayson (D-Concord), and Buffy Wicks (D-Oakland), the newly appointed Chair of the Assembly Housing and Community Development Committee.

On Dec. 16, 2021, President Lorimore, LCMC Chair Wapner, and LCMC Vice Chair Huang met with Assemblymember Rivas, who expressed his support for more local tools to address the housing affordability gap given the wide range of housing production challenges, including tax increment financing and revisiting redevelopment agencies. He also indicated that the Assembly would focus its attention on housing production and the projected budget surplus in 2022.

On Dec. 20, 2021, President Lorimore, First Vice President Harnik, Second Vice President Ramirez, LCMC Chair Wapner, and LCMC Vice Chair Huang met with Assemblymember Grayson and Chair Wicks. Assemblymember Grayson expressed his support for regional solutions to the housing crisis instead of one-size-fits-all policies. As the former Chair of the City of Concord's Redevelopment Agency, Assemblymember Grayson appreciated SCAG's continued support for tax increment financing to fund housing development and the infrastructure to support it. Chair Wicks said she recognized that the state's diverse regions face different challenges to address the housing crisis and that the Housing Roundtables helped to convey that. She expressed the need for ongoing funding to incentivize the creation of affordable housing and expressed support for housing for the "missing middle." While her ultimate goal is to focus on housing production, she stated that there will be an ongoing conversation surrounding balancing local control and meeting the state's housing production goals.

SCAG leadership will continue to meet with other Assemblymembers who attended the Housing Roundtables and continue to convey the Regional Council's housing legislative priorities to them.

## SCAG TOURS THE CITY OF ANAHEIM

SCAG President Clint Lorimore and I joined Regional Councilmember Trevor O'Neil and senior city officials for an informative presentation and tour of some of the exciting happenings in the City of Anaheim. Topics covered included the city's housing element and recent affordable housing developments, Smart Center City Anaheim parking guidance and mobile application (which received SCAG grant funding), and the income-qualified electric vehicle (EV) rideshare program developed by Anaheim's municipal public utility. Participants also learned about the proposed pedestrian-friendly ocV!be project that will bring many benefits for Anaheim residents and visitors. The City of Anaheim was an early leader in mixed-use development and also allows for by-right housing development when certain conditions are met. Many recent projects in the city have placed a strong emphasis on walkability and overall quality of life.

## 2022 SCAG SUSTAINABILITY AWARDS CALL FOR NOMINATIONS

SCAG is now accepting nominations for the 2022 SCAG Sustainability Awards. Each year, the Sustainability Awards celebrate plans and projects that use innovative planning to promote a healthier, happier, and resilient Southern California. Now through Thursday, Jan. 13, 2022, nominations will be accepted for the following award categories:

- Active, Healthy and Safe Communities
- Clean Cities: Alternative Fuels & Infrastructure
- Efficient & Sustainable Land Use
- Equity
- Green Region Initiative: Resource Conservation & Climate Action
- Housing Innovation

For questions regarding the 2022 Sustainability Awards, please contact Lyle Janicek at [janicek@scag.ca.gov](mailto:janicek@scag.ca.gov). For more information on the SCAG Sustainability Awards including the award criteria or to view past award winners visit [scag.ca.gov/sustainabilityawards](https://scag.ca.gov/sustainabilityawards).

## REAP: SCAG PARTNERS WITH USC SOL PRICE SCHOOL OF PUBLIC POLICY TO DEVELOP AN OTHER-TO-RESIDENTIAL TOOLKIT

SCAG staff is working hard on implementation of the \$47 million Regional Early Action Planning (REAP) grant program. A collaboration team consisting of SCAG staff, staff and students at the University of Southern California's (USC) Sol Price School of Public Policy, and a consultant team are looking at ways to expand opportunities for students to engage with real-world examples. Through their work, the Other-to-Resident project was developed, which considers the potential conversion of underutilized non-residential sites to much-needed residential use in the SCAG region. The final deliverable will be an Other-to-Residential Toolkit that will showcase best practices and case studies that highlight common barriers faced by jurisdictions and the development community in the conversion of non-residential land uses, as well as offer measures to overcome them. The toolkit will be accompanied by a Design "Look Book" driven by the student work. Last month SCAG staff participated in a workshop review of the student case studies that will be developed into the final Look Book. The final Other-to-Residential Toolkit and Design Look Book will be completed and delivered to SCAG in Spring 2022.

## SCAG KICKS OFF THE REGIONAL ADVANCE MITIGATION PLANNING ADVISORY TASK GROUP

On Dec. 10, 2021, SCAG held the kickoff meeting for the Regional Advance Mitigation Planning – Advisory Task Group (RAMP-ATG). As charged by the Regional Council in October 2021 (please see the [original staff report](#) and [supplemental staff report](#)), staff will work with the RAMP-ATG on establishing a policy framework for advance mitigation in the SCAG region to ensure the [SoCal Greenprint](#) tool is aligned with policy objectives. As part of developing the policy framework, the RAMP-ATG will also provide feedback on a white paper on Regional Advance Mitigation Planning (RAMP) and can provide input on how existing publicly available data can support RAMP in Southern California. Feedback from the RAMP-ATG, along with feedback from all stakeholders as required by the Regional Council's directive, will help SCAG staff complete the white paper and identify the final data layers to be included in the SoCal Greenprint tool.

During the kickoff meeting, RAMP-ATG members Sean Ashton, Curt Hagman, Peggy Huang, and David Pollock elected SCAG President Clint Lorimore to be the Chair of the RAMP-ATG. The meeting included a brief overview presentation from SCAG staff on RAMP, including its benefits for regional growth and examples of established initiatives across the SCAG region. A recording of the meeting can be found on SCAG's website at [scag.ca.gov](https://scag.ca.gov).

The RAMP-ATG will meet at least three more times before disbanding upon reporting to both the Regional Council and Energy & Environment Committee, which is anticipated in April 2022. The next meeting is planned for Jan. 28, 2022, from 3 – 5 p.m. All meetings are open to the public and stakeholders are encouraged to submit public comments. Upcoming meetings will include presentations on existing regional advance mitigation programs, a review of feedback from interviews with the county transportation commissions, a presentation of the RAMP white paper outline and final draft, and the finalization of recommendations on a policy framework for advanced mitigation, including guidance for aligning the SoCal Greenprint and its data layers with related policy objectives.

The work of the RAMP-ATG is taking place during a pause on implementation of the SoCal Greenprint tool. There are several concurrent steps underway during this pause as directed by the Regional Council, which will include:

- Developing the SoCal Greenprint tool with focus on maximizing benefits to cities, counties, and transportation agencies.
- Reviewing and revising proposed data layers with feedback from project advisors and other stakeholders.

- Prospective user testing to ensure the tool is working and functional as developed with targeted audiences.
- Developing a disclosure statement and user acknowledgement to convey tool limitations and foster its proper use.

Please visit [scag.ca.gov/ramp-atg](https://scag.ca.gov/ramp-atg) for more information.

## GO HUMAN – 2021 IN REVIEW

As 2021 comes to a close, SCAG's *Go Human* campaign hopes to continue to provide helpful resources during these challenging times. With the goal of supporting communities during the ongoing pandemic, SCAG partnered with community members, nonprofit organizations, agencies, and elected officials throughout the region to create safer and healthier places through education, advocacy, resource sharing and projects throughout 2021. We invite you to review the *Go Human 2021 Year in Review blog post*, highlighting strategies, successes, partnerships and more, including spotlights on:

- 31 Community Streets Mini Grant Projects
- 48 Community Safety Ambassadors and Safety Activations & New Program Toolkit
- 14 Temporary Safety Demonstrations Utilizing the Kit of Parts
- 4 Demonstration Projects Were Moved Forward
- 12 Traffic Safety Peer Exchanges
- 16+ Million Impressions Through Advertising Campaigns and 7,000 Safety Ads to 30+ Partners
- New Safety Pledge and Map with over 50 New Signatories

## TRANSPORTATION RESEARCH BOARD – RECOGNIZING SCAG'S SAFETY MODELS

SCAG's work on transportation safety crash prediction models will be highlighted at the [Transportation Research Board's Annual meeting](#), which is being held this year from Jan. 9-13, 2022, in Washington, D.C. The work was completed in partnership with the Federal Highway Administration and resulted in a series of predictive models for safety planning and target setting that will support SCAG's annual efforts to forecast safety outcomes such as fatalities and serious injuries. The models consider traffic, socioeconomic, and other trends. SCAG anticipates building on this work by developing an interactive tool for community modeling in the coming year. To learn more, please contact [aguirre@scag.ca.gov](mailto:aguirre@scag.ca.gov).

## LOCAL INFORMATION SERVICE TEAM UPDATE

Responding to jurisdictions' requests for further technical assistance, SCAG created the Local Information Services Team (LIST), which is a team of technical staff prepared to provide one-on-one technical and information services. Currently, the LIST members are focusing on assisting local jurisdictions with Safety Element updates, specifically the component under Senate Bill (SB) 379 that requires cities and counties to include climate adaptation and resilience strategies into their next Safety Element update. LIST members are providing technical assistance services on SCAG's available climate adaptation data and tools, such as toolkits from the Regional Climate Adaptation Framework, environmentally-sensitive layers within [HELPR 2.0](#), and the recently published "[SB 379 Compliance Curriculum for Local Jurisdictions](#)." To date, SCAG has conducted four SB 379 training sessions, with the most recent training held on Dec. 14, 2021, with the City of Camarillo. To learn more or request technical assistance, please contact [list@scag.ca.gov](mailto:list@scag.ca.gov).

## WTS-OC AWARDS CEREMONY

On Dec. 2, 2021, I had the opportunity to join with other transportation leaders to congratulate industry and scholarship award recipients during the Women's Transportation Seminar, Orange County Chapter (WTS-OC) virtual awards program. SCAG has co-sponsored a graduate student scholarship for several years, and I was able to personally congratulate this year's winner of that award, Ms. Karen Phan, a second-year master's student in Urban and Regional Planning at the University of California, Los Angeles.

# California Department of Transportation



To: ICTC Commission

Date: January 2022

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. The interchange was opened to traffic on December 21<sup>st</sup>. The community identifier installation is undergoing adjustments and estimated to be completed by mid-February.



The contractor is continuing with the remaining work, with plant establishment/close out activities continuing through 2023.

<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. Construction for stage 1 of the SR-98 widening between Rockwood Avenue and Ollie Avenue is underway. Stage 2 is expected to start in March 2022. The project is expected to be substantially completed and open to traffic in late 2022. The total project cost is estimated at \$8.2 million.

3. **SR-111 Niland Geyser/Mud Pot:** The SR-111 Niland Geyser/Mud Pot is active. The caldera has moved and is now 9 feet from the SR-111 edge of traveled way, another smaller caldera recently appeared a few feet to the north-east of the original and is being investigated. 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**

All Imperial County Crews – Litter control 1<sup>st</sup> and 3<sup>rd</sup> Thursday of the month.

1. El Centro Traveled Way Crew – Sweeping I-8/SR111, mowing SR115, lateral support SR111, guardrail repair on SR111/I-8



2. El Centro Functional/Landscape – Sign/landscape maintenance, chemical control SR86, striping installation orders for SR78/Orita Curve.



3. Midway Traveled Way Crew – Sweeping/brush control/mowing on I-8
4. Brawley Traveled Way Crew – SR86 brush control/crack sealing, SR78 brush control
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 reviewed the 65% plan set and provided comments to ICTC’s consultant, AECOM, in late November 2021. 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:** The D11 CAT Plan survey period has ended. Caltrans will begin determining the location-based needs and compile a needs list over the next months. The District 11 CAT Plan is scheduled for completion in summer 2022. For more information please visit: <https://www.catplan.org/district-11>
2. **Project Study Report: Forrester Road Improvements:** This study will propose improvements to Forrester Road from I-8 to the SR 78 intersection in the City of Westmorland. This is a critical goods movement corridor that handles a high volume of interregional and local agricultural trucks and anticipated volumes will continue to increase. Caltrans and ICTC are preparing a PSR 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. To address the needs of this corridor, likely improvements will include shoulder widening, passing lanes, intersection improvements, multimodal elements, and a bypass to the city of Westmorland.
3. **Grant Opportunities:**  
Caltrans Internal Project Nominations of SB1 Competitive Programs for the Solutions for Congested Corridor Program (SCCP) and Trade Corridor Enhancement Program (TCEP) Cycle 3 kicked off in September. Caltrans is working with our transportation partners to properly identify competitive

projects for nomination and to develop high-quality applications. Each District may submit up to five (5) projects for nomination consideration for each Programs, respectively, by December 15, 2021.

Program dates (internal) to consider:

- September 2021 – December 2021: Call for projects
- February 1: Project nominations due
- July 2022: Final project approval
- August 2022: Draft applications due from districts - *subject to change based on final program schedules*
- October 2022: Final applications due to HQ (for signature) – *subject to change based on final program schedules*

<https://catc.ca.gov/programs/sb1>

#### Clean California Local Grant Program -**Applications due Feb 1, 2022**

The California Department of Transportation (Caltrans) will administer approximately \$296 million as part of a two-year program to improve and beautify rights-of-way, tribal lands, parks, pathways, and transit centers to restore pride in public spaces. Applicants must be local, regional or tribal governments or public transit agencies. Nonprofit organizations may be sub-applicants.

*Call for projects has been announced with the application deadline of February 1, 2022.*

Recordings of program workshops are available through link below.

<https://cleancalifornia.dot.ca.gov/local-grants>

#### 4. **Local Assistance:**

##### Active Transportation Program Guidelines Virtual Workshop Series

The California Transportation Commission (CTC) is hosting a series of Active Transportation Program (ATP) Guideline Development Workshops in preparation for projects to be awarded by 2023 (ATP Cycle 6).

Attached is a tentative schedule for these workshops

*Updates appear on this webpage –*

<https://catc.ca.gov/programs/active-transportation-program>

##### CTC Active Transportation Program Virtual Site Visits

The CTC's Active Transportation Program will be holding virtual site visits for all interested agencies across the state. The site visits will allow Cycle 6 applicants the opportunity to discuss upcoming projects with Commission staff.

Commission staff will be available on Tuesday's (1:00 pm - 3:00 pm) and

Friday's (9:00 am - 3:00 pm) each week beginning November 2021 through February 2022. To schedule a site visit with Commission staff, please use the following link: [https://docs.google.com/forms/d/e/1FAIpQLSeauLojjlB2cNM-Q0U6R7l6tui2lfURcTTNqxRhZ-\\_g1JapQ/viewform](https://docs.google.com/forms/d/e/1FAIpQLSeauLojjlB2cNM-Q0U6R7l6tui2lfURcTTNqxRhZ-_g1JapQ/viewform)

See attached flyer for more information.

#### Quality Assurance Program (QAP) – Renewal for 2022

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

#### California Transportation Commission (CTC) Allocation Requests

Please review the attached schedule of deadlines to send requests for California Transportation Commission (CTC) allocation at the May 18-19, 2022 CTC meeting. Caltrans District 11 must receive all documents at least two months prior to the preferred CTC meeting date. *Friday, March 18, 2022 is the deadline for the May 18-19, 2022 CTC meeting.*

#### 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](http://www.dot.ca.gov/programs/local-assistance/guidance-and-oversight/title-vi)

### **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 Dr 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)



# California Transportation Commission

## SAVE THE DATE

### 2023 Active Transportation Program Guideline Development Workshops

Please mark your calendars for the upcoming California Transportation Commission guideline development workshops for the Active Transportation Program (ATP). Registration information and workshop agenda/details will be posted in advance of each workshop on the [ATP website](#). Until further notice, all workshops will be held via virtual meeting format. **All workshop dates are subject to change. Additional workshops may be scheduled in 2022.**

#### Kick-Off Workshop

~~Tuesday, November 9, 2021 9:30am – 12:30pm~~

recording is online now at <https://youtu.be/ZOL3FF1JF9c>

#### Central Workshops

| Topic                    | Date   |
|--------------------------|--|
| <b>Guidelines</b>        | <del>Wednesday, November 17, 2021<br/>1:00pm – 4:00pm</del> recording online <a href="https://youtu.be/hnss0mzUNak">https://youtu.be/hnss0mzUNak</a> |
| <b>PSR Equivalent</b>    | <del>Wednesday, December 1, 2021<br/>1:00pm – 4:00pm</del> recording online <a href="https://youtu.be/DFzvj-mmRE8">https://youtu.be/DFzvj-mmRE8</a>  |
| <b>Guidelines</b>        | <del>Wednesday, December 15, 2021<br/>9:30am – 12:30pm</del>   |
| <b>Guidelines</b>        | <del>Tuesday, January 11, 2022<br/>1:00pm – 4:00pm</del>   |
| <b>Applications</b>      | <del>Wednesday, January 19, 2022<br/>9:30am – 12:30pm</del>  |
| <b>Scoring Rubrics</b>   | <del>Tuesday, February 8, 2022<br/>1:00pm – 4:00pm</del>   |
| <b>Optional Workshop</b> | <del>Wednesday, February 23, 2022<br/>9:30am – 12:30pm</del>   |

**To schedule a virtual Branch Workshop or site visit, please contact Elika Changizi.**

For more information, please contact:

Laurie Waters at [Laurie.Waters@catc.ca.gov](mailto:Laurie.Waters@catc.ca.gov)

Beverley Newman-Burckhard at [Beverley.Newman-Burckhard@catc.ca.gov](mailto:Beverley.Newman-Burckhard@catc.ca.gov)

Elika Changizi at [Elika.Changizi@catc.ca.gov](mailto:Elika.Changizi@catc.ca.gov)

Get the latest updates from the Commission on [Twitter](#) and [Facebook](#).

**2022 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 2021

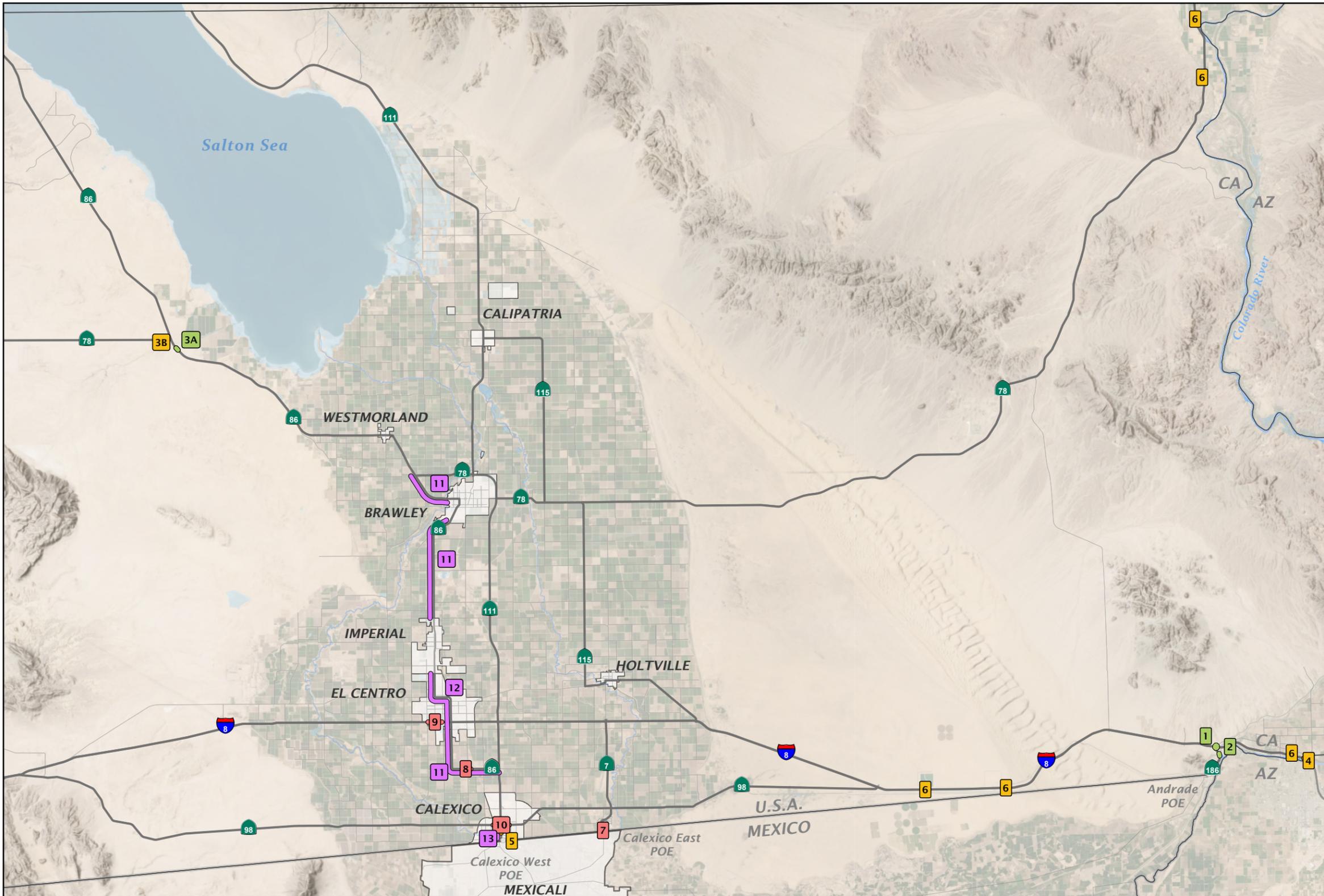
| <p align="center"><b>2022<br/>California Transportation<br/>Commission<br/>(CTC)<br/>Meeting Schedule</b></p> | <p align="center"><b>Local Agency<br/>Submits Off System<br/>Funds Requests,<br/>Program<br/>Amendments, and<br/>Time Extensions to<br/>Caltrans Districts</b></p> | <p align="center"><b>District<br/>Submits<br/>Off System and<br/>On System<br/>Requests to HQ<br/>Divisions</b></p> | <p align="center"><b>HQ Divisions<br/>Submit Final Off<br/>System and On<br/>System Requests<br/>to Budgets</b></p> | <p align="center"><b>Final<br/>Agenda<br/>Language<br/>Due From HQ<br/>Divisions to<br/>Office of CTC<br/>Liaison</b></p> | <p align="center"><b>Final Book Items<br/>Due from HQ<br/>Divisions to<br/>Office of CTC<br/>Liaison</b></p> |
|---|--|---|---|---|--|
| <p align="center"><b>Date and<br/>Location:</b></p>   | <p align="center"><b>10:00 AM<br/>District &amp; CTC</b></p>   | <p align="center"><b>10:00 AM<br/>HQ Divisions</b></p>  | <p align="center"><b>5:00 PM<br/>Email to HQ<br/>Budgets</b></p>  | <p align="center"><b>10:00AM<br/>Email to CTC<br/>Liaison</b></p>   | <p align="center"><b>10:00 AM<br/>Email to CTC Liaison<br/>OCTCL Email:<br/>CTCLiaison@dot.ca.gov</b></p>    |
| <del>Jan 26-27 - Sacramento</del>   | <del>Mon, Nov 29, 21</del>   | <del>Mon, Dec 6, 21</del>   | <del>Fri, Dec 10, '21</del>   | <del>Fri, Dec 17, '21</del>   | <del>Fri, Dec 17, '21</del>  |
| <del>Mar 16-17 - San Diego</del>  | <del>Tue, Jan 18, 22</del>   | <del>Mon, Jan 24, 22</del>  | <del>Mon, Jan 31, '22</del>   | <del>Wed, Feb 9, '22</del>  | <del>Thu, Feb 10, '22</del>  |
| May 18-19 -Central Valley   | Mon, Mar 21, 22  | Mon, Mar 28, 22   | Mon, Apr 4, '22   | Wed, Apr 13, '22  | Thu, Apr 14, '22   |
| June 29-30 - Sacramento   | Mon, May 2, 22   | Mon, May 9, 22  | Mon, May 16, '22  | Wed, May 25, '22  | Thu, May 26, '22   |
| Aug 17-18 - Bay Area  | Mon, Jun 20, 22  | Mon, Jun 27, 22   | Tue, Jul 5, '22   | Wed, Jul 13, '22  | Thu, Jul 14, '22   |
| Oct 12-13 - Santa Barbara   | Mon, Aug 15, 22  | Mon, Aug 22, 22   | Mon, Aug 29, '22  | Wed, Sep 7, '22   | Thu, Sep 8, '22  |
| Dec 7-8 - Riverside   | Mon, Oct 10, 22  | Mon, Oct 17, 22   | Mon, Oct 24, '22  | Wed, Nov 2, '22   | Thu, Nov 3, '22  |

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

Moved - Christmas  
Moved - July 4

Moved - Christmas

Moved - Christmas



## ENVIRONMENTAL

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

## DESIGN

- 3B. SR-86 USBP Checkpoint Canopy\*  
Complete July 2022
4. I-8 Colorado River Viaduct  
Complete April 2021; Begin Construction September 2022
5. SR-111 Pavement Rehabilitation, Border to SR-98  
Complete Nov 2020. Begin Construction April 2022
6. Bridge Rehab Projects on I-8 and SR-78  
Ready to List Spring 2022

## CONSTRUCTION

7. Calexico East POE Bridge Widening  
Design/Build Begin Mar 2021; Complete June 2023
8. SR-86/Dogwood Road Intersection Improvements County Permit\*  
Complete Oct 2022
9. I-8/Imperial Ave Interchange Improvements  
Open to Traffic Dec 2021; Complete May 2023
10. SR-98 Widening Phase 1C Ollie Ave to Rockwood Ave  
Complete Dec 2022

## 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



:Project funded by Senate Bill 1

**Abbreviations:**

GSA: General Services Administration

POE: Port of Entry

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

Date: 01/19/2022



## VIII. ACTION CALENDAR - CONTINUED

### VIII. ACTION CALENDAR - CONTINUED

#### A. Rotation of Chair and Vice-Chair Position

It is requested that the Commission take any appropriate action in the consideration of the rotation and assignment of the tow positions.



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

January 13, 2022

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

SUBJECT:      Rotation of Chair and Vice-Chair Positions

Dear Commission Members:

The ICTC Commission has historically rotated the Chair and Vice Chair positions from amongst the member agencies. Both positions serve for a period of approximately one year. Attached is a review of Chair positions since 2004.

It is requested that the Commission take any appropriate action in the consideration of the rotation and assignment of the two positions.

Sincerely,

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

DAVID AGUIRRE  
Interim Executive Director

**IVAG / ICTC CHAIR AND VICE CHAIRS**

|               | <b>CHAIR</b> | <b>VICE CHAIR</b> |
|---------------|--------------|-------------------|
| calendar year |              |                   |
| 2021          | El Centro    | Calexico          |
| 2020          | Brawley      | El Centro         |
| 2019          | Imperial     | Brawley           |
| 2018          | County       | Imperial          |
| 2017          | Calipatria   | County            |
| 2016          | Holtville    | Imperial          |
| 2015          | IID          | Holtville         |
| 2014          | Westmorland  | IID               |
| 2013          | County       | Westmorland       |
| 2012          | El Centro    | County            |
| 2011          | Holtville    | El Centro         |
| 2010          | Brawley      | Calipatria        |
| 2009          | Imperial     | Holtville         |
| 2008          | Calexico     | Imperial          |
| 2007          | Calipatria   | Calexico          |
| 2006          | Brawley      | Calipatria        |
| 2005          | Westmorland  | Brawley           |
| 2004          | Imperial     | Westmorland       |

| <b>Previous number of appointments from 2004 to the present</b> |   |             |   |
|---|---|-------------|---|
| Brawley   | 3 | Brawley     | 2 |
| Calipatria  | 2 | Calipatria  | 1 |
| Calexico  | 1 | Calexico    | 2 |
| El Centro   | 2 | El Centro   | 2 |
| Holtville   | 2 | Holtville   | 2 |
| Imperial  | 3 | Imperial    | 3 |
| Westmorland   | 2 | Westmorland | 2 |
| County  | 2 | County      | 2 |
| IID   | 1 | IID         | 1 |



## VIII. ACTION CALENDAR - CONTINUED

- B. Imperial County Long Range Transportation Plan—Services Contract Award—Michael Baker International
  - 1. Approve the award services Agreement for the Imperial County Long Range Transportation Plan to Michael Baker International in the amount of \$299,827.83.
  - 2. Authorize the Chairperson to sign the Services Agreement.



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

January 21, 2022

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

SUBJECT: Imperial County Long Range Transportation Plan – Services Contract Award –  
Michael Baker International

Dear Commission Members:

The Imperial County Transportation Commission (ICTC) in its capacity as the Regional Transportation Planning Agency is responsible to lead the Long Range Transportation Plan (LRTP) in Imperial County. The last update to the LRTP was conducted in 2013. ICTC staff completed a Request for Proposal (RFP) to prepare a full update of the Imperial County LRTP.

The goal of the LRTP is to provide the following:

- Identify and promote the relationship between the transportation system to existing and future land use and community comprehensive plans and programs.
- Provide guidance to promote the improvement of multi-modal transportation circulation of people and goods, using both motorized and non-motorized transportation modes, new technologies and infrastructure facilities.
- Recommendations and guidance to provide a safe, efficient, accessible, socially equitable and cost-effective transportation system.
- Ensure compliance with state and federal transportation planning regulations
- Develop recommendations that ensure environmentally sustainable planning practices.

A total of three (3) firms submitted proposals and all were interviewed. The RFP proposal evaluation process was completed with interviews of all three (3) firms conducted on December 9, 2021. The evaluation committee consisted of technical staff from the IID, the Cities of Calexico and El Centro, Caltrans, and ICTC staff.

The evaluation team unanimously ranked Michael Baker International as the highest-ranking firm after completing the proposal evaluation and interviews. ICTC staff has proceeded with the services agreement document complete the award recommendation.

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

Michael Baker International submitted the proposed cost of \$299,827.83. Michael Baker International has extensive experience completing similar types of planning documents. The Michael Baker International team is well qualified and will be able to assist ICTC with the required long range planning tasks. Michael Baker International will utilize the services of a Disadvantage Business Enterprise (DBE) firm to assist with stakeholder and public outreach services.

Funding for the LRTP was identified and approved in the ICTC FY 2021-22 Overall Work Plan and budget. The funding source will be from state Planning, Programming and Monitoring funding.

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

The ICTC Management Committee met on January 12, 2022 and forwards this item to the Commission for their review and approval after public comment, if any:

1. Approve the award of the Services Agreement for the Imperial County Long Range Transportation Plan – to Michael Baker International in the amount of \$299,827.83.
2. Authorize the Chairperson to sign the Services Agreement.

Sincerely,

A handwritten signature in blue ink that reads "Virginia Mendoza". The signature is written in a cursive, flowing style.

VIRGINIA MENDOZA  
Program Manager

1 **AGREEMENT FOR SERVICES**

2  
3 THIS AGREEMENT FOR SERVICES (“Agreement”), made and entered into this \_\_\_\_\_ day  
4 of \_\_\_\_\_, 2021, is by and between the **IMPERIAL COUNTY TRANSPORTATION**  
5 **COMMISSION (“ICTC”)** and **MICHAEL BAKER INTERNATIONAL, INC.**, an active California  
6 corporation (“**CONSULTANT**”) (individually, “Party;” collectively, “Parties”).

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

8 **WHEREAS**, ICTC desires to retain a qualified individual, firm or business entity to provide  
9 professional services for the Imperial County Long Range Transportation Plan (“the Project”); and

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

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

14 1. **DEFINITIONS.**

15 1.1. “RFP” shall mean ICTC’s request for proposals entitled “Imperial County Transportation  
16 Commission (ICTC) Request for Proposals for Update the Imperial County Long Range Transportation  
17 Plan” dated October 8, 2021. The RFP is attached as **Exhibit “A”** and incorporated herein by this  
18 reference.

19 1.2. “Proposal” shall mean CONSULTANT’s proposal entitled “Proposal to Provide: Imperial  
20 County Transportation Commission Update the Imperial County Long Range Transportation Plan” dated  
21 October 8, 2021. The Proposal is attached as **Exhibit “B”** and incorporated herein by this reference.

22 2. **CONTRACT COORDINATION.**

23 CONSULTANT shall assign a single Contract Manager to have overall responsibility for the  
24 progress and execution of this Agreement. Dawn Wilson, PE, TE, is hereby designated as the Contract  
25 Manager for CONSULTANT. Should circumstances or conditions subsequent to the execution of this  
26 Agreement require a substitute Contract Manager for any reason, the Contract Manager’s designee shall be  
27 subject to the prior written acceptance and approval of ICTC, such approval to not be unreasonably  
28 withheld, delayed or conditioned.

1 3. DESCRIPTION OF WORK.

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

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

7 4. WORK TO BE PERFORMED BY CONSULTANT.

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

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

12 4.3. CONSULTANT shall:

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

16 4.3.2. Use the standard of care usual to CONSULTANT's profession, which is in  
17 accordance with generally accepted professional practices and principles and in a manner consistent  
18 with that level of skills and care ordinarily exercised by member of the profession currently  
19 practicing under similar conditions (the "Standard of Care"), to keep itself fully informed of all  
20 applicable existing and proposed federal, state and local laws, ordinances, regulations, orders and  
21 decrees which may affect those engaged or employed under this Agreement, any materials used in  
22 CONSULTANT's performance under this Agreement or the conduct of the services under this  
23 Agreement;

24 4.3.3. At all times observe and comply with, and cause all of its employees to observe and  
25 comply with all of said laws, ordinances, regulations, orders and decrees mentioned above; and

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

1           4.4. Any videotape, reports, information, data or other material given to, or prepared or  
2 assembled by, CONSULTANT pursuant to this Agreement shall be the property of ICTC and shall not be  
3 made available to any individual or organization by CONSULTANT without the prior written approval of  
4 ICTC. The preceding restriction shall not apply to information which is in the public domain, was  
5 previously known to CONSULTANT, was acquired by CONSULTANT from others who have no  
6 confidential relationship to ICTC with respect to same, or which through no fault of CONSULTANT  
7 comes into the public domain. CONSULTANT shall not be restricted from releasing information,  
8 including confidential information, in response to a subpoena, court order, or other legal process.  
9 CONSULTANT shall not be required to resist such subpoena, court order, or legal process, but shall  
10 promptly notify ICTC in writing of the demand for information before responding to such demand.

11 5.     REPRESENTATIONS BY CONSULTANT.

12           5.1. CONSULTANT understands and agrees that ICTC has limited knowledge in the multiple  
13 areas specified in the Proposal. CONSULTANT has represented itself to have experience in these fields  
14 and understands that ICTC is relying upon such representation.

15           5.2. Subject to 5.2.1, CONSULTANT represents and warrants that it is a lawful entity  
16 possessing all required licenses and authorities to do business in the State of California and perform all  
17 aspects of this Agreement.

18                 5.2.1. CONSULTANT shall not commence any work pursuant to this Agreement or  
19 provide any other services, or materials, in connection therewith until CONSULTANT has received  
20 written authorization from ICTC to do so.

21           5.3. CONSULTANT represents and warrants that the people executing this Agreement on behalf  
22 of CONSULTANT have the authority of CONSULTANT to sign this Agreement and bind  
23 CONSULTANT to the performance of all duties and obligations assumed by CONSULTANT herein.

24           5.4. CONSULTANT represents and warrants that any employee, contractor and/or agent who  
25 will be performing any of the duties and obligations of CONSULTANT herein possess all required licenses  
26 and authorities, as well as the experience and training, to perform such tasks.

27           5.5. CONSULTANT represents and warrants that the allegations contained in the Proposal are  
28 true and correct.

1           5.6.   CONSULTANT understands that ICTC considers the representations made herein to be  
2 material and would not enter into this Agreement with CONSULTANT if such representations were not  
3 made.

4   6.   COMPENSATION.

5           The total compensation payable under this Agreement shall not exceed two hundred ninety nine  
6 thousand eight hundred twenty seven and eighty three cents (\$299,827.83) unless otherwise previously  
7 agreed to by ICTC.

8   7.   PAYMENT.

9           CONSULTANT will bill ICTC on a time and material basis upon completion of the project or as set  
10 forth in the cost schedule attached hereto as **Exhibit "C"**. ICTC shall pay CONSULTANT for completed  
11 and approved services upon presentation of its itemized billing. Notwithstanding the foregoing, ICTC shall  
12 retain 10% of the total compensation until the work to be performed has been completed in accordance with  
13 the Standard of Care and the material terms of this Agreement, as determined by ICTC, and payment in full  
14 of all subcontractors of CONSULTANT, in accordance with the subcontracts between CONSULTANT and  
15 the subcontractors (if any).

16   8.   METHOD OF PAYMENT.

17           8.1   CONSULTANT shall at any time prior to the 15th day of any month, submit to ICTC a  
18 written claim for compensation for services performed. The claim shall be in a format approved by ICTC.  
19 CONSULTANT may expect to receive payment within a reasonable time thereafter and in any event in the  
20 normal course of business within thirty (30) days after the claim is submitted.

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

22           9.1.   This Agreement shall commence on the date first written above and shall remain in effect  
23 through completion of the Project unless otherwise terminated as provided herein.

24           9.2.   Program scheduling shall be as described in Exhibit "A" unless revisions to Exhibit "A" are  
25 approved by both ICTC and CONSULTANT's Contract Manager. Time extensions may be allowed for  
26 delays caused by ICTC, other governmental agencies, or factors not directly brought about by the  
27 negligence or lack of due care on the part of CONSULTANT, including "Force Majeure" events as  
28 described herein.

1           9.3     CONSULTANT shall not be liable for any failure to perform or any impairment to its  
2 performance to the extent such failure or impairment is caused by any act of God, fire, flood, natural  
3 catastrophe, labor dispute or strike or shortage, national or state emergency, epidemic or pandemic,  
4 insurrection, riot, act of terrorism, war, act of government, any action or inaction of ICTC or a third-party  
5 engaged by it, and/or any other event, occurrence or circumstance beyond the reasonable control of  
6 CONSULTANT.

7     10.     SUSPENSION OF AGREEMENT.

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

12     11.     SUSPENSION AND/OR TERMINATION.

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

21           11.2. Upon such termination, CONSULTANT shall immediately turn over to ICTC any and all  
22 copies of videotapes, studies, sketches, drawings, computations and other data, whether or not completed,  
23 prepared by CONSULTANT in connection with this Agreement. Such materials shall become the  
24 permanent property of ICTC.

25     12.     INSPECTION.

26           CONSULTANT shall furnish ICTC with every reasonable opportunity for ICTC to ascertain that  
27 the services of CONSULTANT are being performed in accordance with the requirements and intentions of  
28 this Agreement. All work done and materials furnished, if any, shall be subject to ICTC's inspection and

1 approval which approval shall not be unreasonably withheld, delayed or conditioned. The inspection of  
2 such work shall not relieve CONSULTANT of any of its obligations to fulfill its Agreement as prescribed.

3 13. OWNERSHIP OF MATERIALS.

4 All original drawings, videotapes and other materials prepared by or in possession of  
5 CONSULTANT pursuant to this Agreement shall become the permanent property of ICTC and shall be  
6 delivered to ICTC upon demand. Any reuse by ICTC of any such materials on any project other than the  
7 project which is the subject of this Agreement without CONSULTANT'S prior written consent shall be at  
8 the sole risk of ICTC, and ICTC agrees to indemnify and hold harmless CONSULTANT from all costs,  
9 losses, and expenses, including legal fees, incurred as a result of any such use or decision by ICTC.

10 14. INTEREST OF CONSULTANT.

11 **14.1.** CONSULTANT covenants that it presently has no interest, and shall not acquire any  
12 interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the  
13 performance of the services hereunder.

14 **14.2.** CONSULTANT covenants that, in the performance of this Agreement, no sub-contractor or  
15 person having such an interest shall be employed.

16 **14.3.** CONSULTANT certifies that no one who has or will have any financial interest pursuant to  
17 this Agreement is an officer or employee of ICTC.

18 15. INDEMNIFICATION.

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

27 B. Other Indemnities. Other than in the performance of professional services, and to the  
28 fullest extent allowed by law, Consultant shall indemnify, hold harmless and defend ICTC and its

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

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

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

16 16. INDEPENDENT CONTRACTOR.

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

20 16.1. CONSULTANT is not an employee or agent of ICTC and is only responsible for the  
21 requirements and results specified by this Agreement or any other agreement.

22 16.2. CONSULTANT shall be responsible to ICTC only for the requirements and results  
23 specified by this Agreement and except as specifically provided in this Agreement, shall not be subject  
24 to ICTC's control with respect to the physical actions or activities of CONSULTANT in fulfillment of  
25 the requirements of this Agreement.

26 16.3. CONSULTANT is not, and shall not be, entitled to receive from, or through, ICTC, and  
27 ICTC shall not provide, or be obligated to provide, CONSULTANT with Worker's Compensation  
28

1 coverage or any other type of employment or worker insurance or benefit coverage required or provided  
2 by any Federal, State or local law or regulation for, or normally afforded to, an employee of ICTC.

3 16.4. CONSULTANT shall not be entitled to have ICTC withhold or pay, and ICTC shall not  
4 withhold or pay, on behalf of CONSULTANT, any tax or money relating to the Social Security Old Age  
5 Pension Program, Social Security Disability Program, or any other type of pension, annuity, or disability  
6 program required or provided by any Federal, State or local law or regulation.

7 16.5. CONSULTANT shall not be entitled to participate in, or receive any benefit from, or  
8 make any claim against any ICTC fringe program, including, but not limited to, ICTC's pension plan,  
9 medical and health care plan, dental plan, life insurance plan, or any other type of benefit program, plan,  
10 or coverage designated for, provided to, or offered to ICTC's employee.

11 16.6. ICTC shall not withhold or pay, on behalf of CONSULTANT, any Federal, State, or local  
12 tax, including, but not limited to, any personal income tax, owed by CONSULTANT.

13 16.7. CONSULTANT is, and at all times during the term of this Agreement, shall represent  
14 and conduct itself as an independent contractor, not as an employee of ICTC.

15 16.8. CONSULTANT shall not have the authority, express or implied, to act on behalf of, bind  
16 or obligate ICTC in any way without the written consent of ICTC.

17 17. INSURANCE.

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

24 (i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as the  
25 most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form  
26 CG 00 01 and include insurance for "bodily injury," "property damage" and "personal and advertising  
27 injury" with coverage for premises and operations (including the use of owned and non-owned  
28

1 equipment), products and completed operations, and contractual liability with limits of liability of not  
2 less than the following:

3 \$2,000,000 per occurrence for bodily injury and property damage

4 \$1,000,000 per occurrence for personal and advertising injury

5 \$4,000,000 aggregate for products and completed operations

6 \$4,000,000 general aggregate

7 (ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as  
8 the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01,  
9 and include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code  
10 1 - Any Auto) with limits of liability of not less than \$2,000,000 per accident for bodily injury and  
11 property damage.

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

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

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

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

21 Consultant shall be responsible for payment of any deductibles contained in any insurance policies  
22 required hereunder and Consultant shall also be responsible for payment of any self-insured retentions.  
23 Any deductibles or self-insured retentions must be declared to, and approved by, the ICTC's Executive  
24 Director or his/her designee in his/her sole discretion. At no time shall ICTC be responsible for the  
25 payment of any deductibles or self-insured retentions.

26 All policies of insurance required hereunder shall be endorsed to provide that the coverage shall  
27 not be cancelled, non-renewed, except after 30 calendar day written notice has been given to ICTC  
28 (except 10 days notice will be given for non-renewal). Upon issuance by the insurer, broker, or agent of

1 a notice of cancellation, non-renewal, Consultant shall furnish ICTC with a new certificate and  
2 applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to  
3 be performed for ICTC, Consultant shall provide a new certificate, and applicable endorsements,  
4 evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the  
5 expiring policy, or as soon as practicably available from the insurance carrier.

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

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

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

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

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

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

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

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

11 If at any time during the life of the Agreement or any extension, Consultant or any of its sub-  
12 Consultants fail to maintain any required insurance in full force and effect, all work under this  
13 Agreement shall be discontinued immediately, until notice is received by ICTC that the required  
14 insurance has been restored to full force and effect and that the premiums therefore have been paid for a  
15 period satisfactory to ICTC. Any failure to maintain the required insurance shall be sufficient cause for  
16 ICTC to terminate this Agreement. No action taken by ICTC hereunder shall in any way relieve  
17 Consultant of its responsibilities under this Agreement.

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

27 If Consultant should subcontract all or any portion of the services to be performed under this  
28 Agreement, Consultant shall require each sub-Consultant to provide insurance protection in favor of

1 ICTC, its members, board members, officers, officials, employees, agents and volunteers in accordance  
2 with the terms of each of the preceding paragraphs, except that the sub-Consultant's certificates and  
3 endorsements shall be on file with Consultant and ICTC prior to the commencement of any work by the  
4 sub-Consultant.

5 18. ASSIGNMENT.

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

9 19. NON-DISCRIMINATION.

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

26 20. NOTICES AND REPORTS.

27 20.1. All notices and reports pursuant to this Agreement shall be in writing and may be given  
28 by personal delivery or by mailing by certified mail, addressed as follows:

1 **ICTC**

2 Attn: Executive Director  
3 Imperial County Transportation Commission  
4 1503 N. Imperial Ave., Suite 104  
5 El Centro, CA 92243

**CONSULTANT**

Attn: Project Manager  
Michael Baker International, Inc.  
5050 Avenida Encinas, Suite 260  
Carlsbad, CA 92008

6 **20.2.** All notices and reports pursuant to this Agreement may be given by personal delivery or  
7 by mailing by certified mail at such other address as either Party may designate in a notice to the other  
8 Party given in such manner.

9 **20.3.** Any notice given by mail shall be considered given when deposited in the United States  
10 Mail, postage prepaid, addressed as provided herein.

11 21. ENTIRE AGREEMENT.

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

15 22. MODIFICATION.

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

18 23. PARTIAL INVALIDITY.

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

22 24. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.

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

1 25. WAIVER.

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

5 26. CHOICE OF LAW.

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

9 27. ATTORNEY'S FEES.

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

12 28. AUTHORITY.

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

15 28.1. He/She is duly authorized to execute and deliver this Agreement on behalf of  
16 CONSULTANT;

17 28.2. Such execution and delivery is in accordance with the terms of the Articles of  
18 Incorporation or Partnership, any by-laws or Resolutions of CONSULTANT and;

19 28.3. This Agreement is binding upon CONSULTANT accordance with its terms.

20 29. COUNTERPARTS.

21 This Agreement may be executed in counterparts.

22 30. REVIEW OF AGREEMENT TERMS.

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

27 Construction Cost Estimates. Neither party has control over the cost of labor, materials, or equipment,  
28 over any construction contractors' methods of determining prices, or over competitive bidding, market, or

1 negotiating conditions. Accordingly, neither party warrants or represents that competitively bid or  
2 negotiated prices will not vary from construction budgets or from any estimate of cost or evaluation  
3 prepared as part of the scope, or agreed to, between the parties.  
4

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

7 **IMPERIAL COUNTY TRANSPORTATION COMMISSION:**  
8

9 \_\_\_\_\_  
10 Chairperson

11 ATTEST:

12 \_\_\_\_\_  
13 CRISTI LERMA  
14 Secretary to the Commission

15 CONSULTANT:

16 By:   
17 TIMOTHY THIELE, PE  
18 Office Executive/Vice President

19 APPROVED AS TO FORM:

20 ERIC HAVENS  
21 COUNTY COUNSEL

22 By: \_\_\_\_\_  
23 LAYLA SARWARI  
24 Deputy County Counsel  
25  
26  
27  
28

## VIII. ACTION CALENDAR - CONTINUED

- C. Approving the execution of the Agreement between the Imperial County Transportation Commission (ICTC) and Nomad Transit, LLC (Via) for the implementation/operation of the Calexico Microtransit Service funded by the Clean Mobility Option (CMO) Voucher Pilot Program
1. Authorize the Chairperson to sign the agreement between ICTC and Nomad Transit, LLC. (Via) in the amount of \$1,253,296. for a period of two years of service operation.



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

January 21, 2022

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

**SUBJECT:** Approving and execution of the Agreement between the Imperial County Transportation Commission (ICTC) and Nomad Transit, LLC (Via) for the implementation/operation of the Calexico Microtransit Service funded by the Clean Mobility Options (CMO) Voucher Pilot Program

Dear Commission Members:

The Imperial County Transportation Commission (ICTC) partnered with Via Transportation, Inc. (Via) to develop a grant application under the Clean Mobility Options Voucher Pilot Program (CMO) to implement and operate a zero emission microtransit service in the city of Calexico. ICTC was awarded the CMO grant for the maximum dollar value of one million dollars. The CMO program requires the applicant to provide the proposed services for a period of 5 years (1 year of service development and 4 years of service operation). The CMO program will fund the first two years of service operation while ICTC will fund the remaining two years of service operation. ICTC anticipates generating Fare Revenues to offset the cost of the service.

The Calexico Mobility On-Demand Service will provide micro transit type public transportation services within the city of Calexico utilizing 3 zero emission vehicles. The service will be open to the general public and rides can be obtained by using the service's mobile application or via phone. The service is anticipated to operate Monday through Friday (federal holidays excluded) during the hours of 8:00 a.m. to 5:00 p.m.

Via is a leading developer of software for on demand and dynamic transit systems. Under the 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 will be actively involved in the project operations and will monitor its performance throughout the life of the project. Via would also assist with the development of the service and all marketing materials.

The anticipated agreement between the two parties would be for a two-year service period with options for two additional one-year mutual service period extensions. The cost for the initial two-year service period will be \$1,253,296.00 (\$626,648.00 per year). The CMO grant will fund \$1,000,000 (\$500,000 per year) of the anticipated service cost for the first two years of operations. ICTC anticipates allocating TDA funds for the remaining service costs for the first two years of service operations. The remaining optional years would be funded by ICTC. ICTC is currently looking for grant opportunities to continue funding the service during the optional years. ICTC will not incur any service cost from the vendor until the service is operational.

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

The ICTC Management Committee met on January 12, 2022 and forwards this item to the Commission for their review and approval after public comment, if any:

1. Authorize the Chairman to sign the agreement between ICTC and Nomad Transit, LLC. (Via) in the amount of \$1,253,296 for a period of two years of service operations.

Sincerely,



David Aguirre  
Interim Executive Director

**AGREEMENT FOR CALEXICO ON DEMAND TRANSIT SERVICES**

THIS AGREEMENT FOR SERVICES (“Agreement”), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, is by and between the **IMPERIAL COUNTY TRANSPORTATION COMMISSION** (“ICTC”) and **NOMAD TRANSIT LLC**, a Delaware limited liability company, and registered as a foreign limited liability company in California (“CONSULTANT”) (individually, “Party;” collectively, “Parties”).

**WHEREAS**, ICTC desires to retain a qualified individual, firm or business entity to provide professional services for systems and methods to establish, monitor, operate and/or manage on-demand transit networks (“the Project”); and

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

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

1. DEFINITIONS.

1.1. “Proposal” shall mean CONSULTANT’s proposal entitled “Master Terms and Conditions for Via Transit as a Service” together with the “Transit-as-a-Service (TAAS) Service Order”.

The Proposal is attached as **Exhibit “A”** and incorporated herein by this reference.

1.2. “CMO Agreement” shall mean ICTC’s agreement with the California Air Resources Board (CARB) under the Clean Mobility Options (CMO) Voucher Agreement Program. The CMO Agreement is attached as Exhibit “B” and incorporated herein by this reference.

2. CONTRACT COORDINATION.

CONSULTANT shall assign a single Contract Manager to have overall responsibility for the progress and execution of this Agreement. Krista Glotzbach is hereby designated as the Contract Manager for CONSULTANT. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute Contract Manager for any reason, the Contract Manager’s designee shall be subject to the prior written acceptance and approval of ICTC not

to be unreasonably withheld or delayed.

3. DESCRIPTION OF WORK.

3.1. CONSULTANT shall provide all materials and labor to perform this Agreement. In the event of a conflict among this Agreement, the CMO Agreement and the Proposal, such conflict shall be resolved in the order the foregoing documents are listed herein.

3.2. CONSULTANT may perform additional or extra work if required subject to the conditions and compensation set forth in Exhibit "A".

4. WORK TO BE PERFORMED BY CONSULTANT.

4.1. CONSULTANT shall comply with all terms, conditions and requirements of the Proposal, all terms, conditions and requirements that are applicable to the CONSULTANT in the CMO Agreement and all terms, conditions and requirements in this Agreement.

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

4.3. CONSULTANT shall:

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

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

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

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

4.4. Any videotape, reports, information, or other material given to CONSULTANT by ICTC or prepared by CONSULTANT for ICTC as explicitly identified in the Proposal shall be the property of ICTC and shall not be made available to any third party individual or organization by CONSULTANT without the prior written approval of ICTC. The preceding restriction shall not apply to information which is in the public domain, was previously known to CONSULTANT, was acquired by CONSULTANT from others who have no confidential relationship to ICTC with respect to same, or which through no fault of CONSULTANT comes into the public domain. CONSULTANT shall not be restricted from releasing information, including confidential information, in response to a subpoena, court order, or other legal process. CONSULTANT shall not be required to resist such subpoena, court order, or legal process, but shall promptly notify ICTC in writing of the demand for information before responding to such demand if allowable under applicable law.

5. REPRESENTATIONS BY CONSULTANT.

5.1. Subject to 5.1.1, CONSULTANT represents and warrants that it is a lawful entity possessing all required licenses and authorities to do business in the State of California and perform all aspects of this Agreement.

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

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

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

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

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

6. COMPENSATION.

The total compensation payable under this Agreement shall not exceed **one million two hundred fifty-three thousand two hundred ninety six dollars (\$1,253,296)** unless otherwise previously agreed to by ICTC.

7. PAYMENT.

CONSULTANT will bill ICTC as set forth in **Exhibit "A"**. ICTC shall pay CONSULTANT for completed services upon presentation of an invoice.

8. METHOD OF PAYMENT.

8.1 CONSULTANT shall at any time prior to the 15th day of any month, submit to ICTC a written claim for compensation for services performed. The claim shall be in accordance with the requirements set forth in Exhibit A and Exhibit B. ICTC shall pay CONSULTANT within thirty (30) days after the claim is submitted.

9. TERM AND TIME FOR COMPLETION OF THE WORK.

9.1. This Agreement shall commence on the date first written above and shall remain in effect for twenty-four (24) months after the launch of the Deployment (as defined in the service order attached hereto). unless otherwise terminated as provided herein or extended upon mutual written agreement of the Parties. The agreement shall also contain two (2) single year mutual options.

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

10. SUSPENSION OF AGREEMENT.

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

11. SUSPENSION AND/OR TERMINATION.

11.1. ICTC retains the right to terminate this Agreement in the event of CONSULTANT'S material breach of the terms of this Agreement, if ICTC loses funding for the services provided hereunder, or if ICTC reasonably determines that continuing this Agreement would pose material risk of harm to ICTC, in each case, by notifying CONSULTANT in writing thirty (30) days prior to termination and by paying the compensation due and payable to the date of termination; provided, however, if this Agreement is terminated due to CONSULTANT'S material breach, ICTC shall be obligated to compensate CONSULTANT only for that portion of CONSULTANT'S services which have been performed in accordance with the terms and conditions of this Agreement. Said compensation is to be arrived at by mutual agreement between ICTC and CONSULTANT; should the Parties fail to agree on said compensation, an independent arbitrator shall be appointed and the decision of the arbitrator shall be binding upon the Parties.

11.2. Upon such termination, CONSULTANT shall immediately turn over to ICTC any and all copies of videotapes, studies, sketches, drawings, and computations, whether or not completed, explicitly prepared by CONSULTANT for ICTC in accordance with Section 4.4 for this Agreement. Such materials shall become the permanent property of ICTC.

12. INSPECTION.

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

13. OWNERSHIP OF MATERIALS.

All original drawings, videotapes and other materials prepared by CONSULTANT for ICTC in

accordance with Section 4.4 of this Agreement shall become the permanent property of ICTC and shall be delivered to ICTC upon demand.

Notwithstanding anything to the contrary herein or in any other documentation related hereto, Consultant retains ownership over information, data, documents and/or any intellectual property not expressly developed for ICTC as agreed to in writing. For the avoidance of doubt, and notwithstanding anything to the contrary, no intellectual property will be conceived, created or furnished under this Agreement. All intellectual property rights in and to Consultant's cloud-based solution and all of its derivative works and improvements are owned by, and are proprietary to Consultant, and no such rights are or shall be granted to or transferred to ICTC.

14. INTEREST OF CONSULTANT.

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

14.2. CONSULTANT covenants that, in the performance of this Agreement, no sub-contractor or person having such an interest shall be employed. For the avoidance of doubt, vehicle suppliers and / or independent contractor driver partners shall not be considered subcontractors for the purposes of this section 14.2

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

15. INDEMNIFICATION.

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

Consultant, its principals, officers, employees, agents or volunteers in the performance of professional services under this Agreement.

B. Other Indemnities. Other than in the performance of professional services, and to the fullest extent allowed by law, Consultant shall indemnify, hold harmless and defend ICTC and its members, board members, officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), arising from any and all third-party claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) arising or alleged to have arisen directly or indirectly out of CONSULTANT's grossly negligent performance of this Agreement.

Consultant's obligations under the preceding sentence shall apply regardless of whether ICTC or any of its members, board members, officers, officials, employees, agents or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages to the extent caused by the gross negligence, or caused by the willful misconduct, of ICTC, or any of its members, board members, officers, officials, employees, agents or volunteers.

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

D. This section shall survive termination or expiration of this Agreement. Consultant's liability under this Agreement shall not exceed the fees payable to Consultant hereunder.

#### 16. INDEPENDENT CONTRACTOR.

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

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

16.2. CONSULTANT shall be responsible to ICTC only for the requirements and results

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

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

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

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

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

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

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

## 17. INSURANCE.

Throughout the life of this Agreement, Consultant shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and

rated not less than "A-VII" in Best's Insurance Rating Guide, or (ii) as may be authorized in writing by ICTC's Executive Director or his/her designee at any time and in his/her sole discretion. CONSULTANT and ICTC agree to use commercially reasonable efforts to obtain a waiver from CMO for the insurance requirements noted in Exhibit B. The parties acknowledge that Consultant does not meet the deductible requirements set forth therein and ICTC agrees that it does not require CONSULTANT to meet such deductible requirements. CONSULTANT intends to submit a waiver request to CMO. In the event, CMO does not grant a waiver for the deductible insurance requirement set forth in Exhibit B, ICTC and CONSULTANT shall engage in good faith discussions to find a mutually agreeable solution. The following policies of insurance are required:

(i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability of not less than \$5,000,000 for bodily injury, property damage, personal and advertising injury, products and completed operations combined with a \$5,000,000 annual policy aggregate.

(ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, and include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 211 - Any Auto) with limits of liability of not less than \$5,000,000 per accident for bodily injury and property damage.

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

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

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

aggregate.

(vi) CYBER LIABILITY COVERAGE. Cyber Liability coverage, with limits not less than \$1,000,000 per occurrence or claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by awardee in the voucher agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well.

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

Consultant shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Consultant shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions in excess of \$100,000 must be declared to, and approved by, the ICTC’s Executive Director or his/her designee in his/her sole discretion. At the option of ICTC’s Executive Director or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects ICTC, its members, board members, officers, officials, employees and agents; or (ii) Consultant shall provide a financial guarantee, satisfactory to the ICTC’s Executive Director or his/her designee in his/her sole discretion, guaranteeing payment of losses and related investigations, and defense expenses. At no time shall ICTC be responsible for the payment of any deductibles or self-insured retentions.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice has been given to ICTC. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Consultant shall furnish ICTC with a new certificate and applicable endorsements for such policy(ies). In the event any policy is

due to expire during the work to be performed for ICTC, Consultant shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy. The General Liability and Automobile Liability insurance policies shall be written on an occurrence form. The General Liability (including ongoing operations and completed operations) and Automobile Liability insurance policies shall name CalStart, ICTC, its members, board members, officers, officials, employees and agents as an additional insured or alternatively be covered by a blanket additional insured endorsement. All such policies of insurance shall be endorsed so Consultant's insurance shall be primary and no contribution shall be required of ICTC, its members, board members, officers, officials, employees, agents or volunteers. The coverage(s) shall contain no special limitations on the scope of protection afforded to ICTC, its members, board members, officers, officials, employees and agents. The Workers' Compensation insurance policy shall contain a waiver of subrogation as to ICTC, its members, board members, officers, employees, agents and volunteers. Should Consultant maintain insurance with broader coverage and/or limits of liability greater than those shown above, ICTC requires and shall be entitled to the broader coverage and/or the higher limits of liability maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to ICTC. If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made coverage form:

- (i) The retroactive date must be shown and must be before the effective date of this Agreement or the commencement of work by Consultant.
- (ii) Insurance must be maintained during the term of this Agreement.
- (iii) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement, or work commencement date, Consultant must purchase extended reporting period coverage for a minimum of 5 years after completion of the work or termination of the Agreement, whichever first occurs.
- (iv) A copy of the claims reporting requirements must be submitted to ICTC for review.
- (v) These requirements shall survive expiration or termination of the Agreement.

Consultant shall furnish ICTC with all certificate(s) and applicable endorsements effecting coverage required hereunder. **All certificates and applicable endorsements are to be received and approved by ICTC's Executive Director or his/her designee in his/her sole discretion prior to ICTC's execution of the AGREEMENT and before work commences.** This requirement shall survive expiration or termination of this Agreement.

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

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

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

18. ASSIGNMENT.

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

19. NON-DISCRIMINATION.

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

CONSULTANT shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargain or other agreement. CONSULTANT shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work pursuant to this Agreement.

20. NOTICES AND REPORTS.

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

**ICTC**

Attn: Executive Director

**CONSULTANT**

Attn: Project Manager

Imperial County Transportation Commission  
1503 N. Imperial Ave., Ste 104  
El Centro, CA 92243

Nomad Transit LLC  
95 Morton Street, 3<sup>rd</sup> Floor  
New York, NY 10014

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

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

21. ENTIRE AGREEMENT.

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

22. MODIFICATION.

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

23. PARTIAL INVALIDITY.

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

24. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.

As used in this Agreement and whenever required by the context thereof, each number, both singular and plural, shall include all numbers, and each gender shall include a gender.

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

person, firm or entity executes the Agreement.

25. WAIVER.

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

26. CHOICE OF LAW.

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

27. ATTORNEY'S FEES.

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

28. AUTHORITY.

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

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

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

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

29. COUNTERPARTS.

This Agreement may be executed in counterparts.

30. REVIEW OF AGREEMENT TERMS.

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

NON-APPROPRIATION.

This Agreement is based upon the availability of public funding. In the event that public funds are unavailable and not appropriated for the performance of the services set forth in this Agreement, the Agreement shall be terminated without penalty after written notice to CONSULTANT of the unavailability and/or non-appropriation of funds.

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

**IMPERIAL COUNTY  
TRANSPORTATION COMMISSION:**

**CONSULTANT:**

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

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

ATTEST:

\_\_\_\_\_  
CRISTI LERMA  
Secretary to ICTC

APPROVED AS TO FORM:  
County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

## VIII. ACTION CALENDAR - CONTINUED

D. Resolution for the continued executive oversight of specific projects for Imperial County Transportation Commission

1. Authorize the continued execution oversight of specific projects to retiree Mark Baza at the hourly rate of \$79.56
2. Authorize the Chairperson to execute the attached resolution.



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

January 20, 2022

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

SUBJECT: Resolution for the continued executive oversight of specific projects for Imperial County Transportation Commission

Dear Commission Members:

On December 1, 2021, the Executive Director, Mark Baza retired after a long tenure at ICTC. After several discussions it was agreed upon that Mr. Baza would return on an as-needed basis for project specific tasks, specifically for the improvements at the Border Patrol Checkpoint at State Route 86, and for the Calexico East Port of Entry Widening of the Bridge at the All-American Canal. Due to Mr. Baza's specialized skills and institutional knowledge, it would be in ICTC's best interest to approve the attached resolution.

The as needed services will be for a limited time, more specifically until the permanent recruitment of a new Executive Director is accomplished.

Therefore, following ICTC Counsel review, staff forwards this item to the Commission for their review and approval after public comment, if any:

1. Approve the continued executive oversight of specific projects to retiree Mark Baza at the hourly rate of \$79.56
2. Authorize the Chairperson to execute the attached resolution.

Sincerely,

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

DAVID AGUIRRE  
Interim Executive Director

DA/cl  
Attachments

**RESOLUTION OF THE IMPERIAL COUNTY TRANSPORTATION COMMISSION**

**Resolution No. \_\_\_\_\_**

**WHEREAS**, Mr. Mark Baza (“Retiree”) retired from the Imperial County Transportation Commission (“ICTC”) in the position of Executive Director effective December 1, 2021 after performing critical executive oversight work for ICTC for many years; and

**WHEREAS**, under California Government Code section 7522.56 and 31680.6, a retired person may serve without reinstatement from retirement or loss or interruption of benefits where the retired person has specialized skills needed in performing work of limited duration; and

**WHEREAS**, Retiree has specialized skills and institutional knowledge needed to perform work of a limited duration, and ICTC requires Retiree’s services with regard to executive oversight; and

**WHEREAS**, the COVID-19 pandemic has created anticipated challenges in the recruiting and hiring of the unfilled position of Executive Director; and

**WHEREAS**, the hiring of retired Executive Director Mark Baza as Extra Help will allow for the continued and uninterrupted performance of high level oversight responsibilities which existing personnel lack the background and experience to assume; and

**WHEREAS**, ICTC has certified the nature of Retiree’s employment and his necessity in filling a critically needed position before the passage of 180 days since his retirement, as required by Government Code section 7522.56(f); and

**THEREFORE, THE ICTC COMMISSION FINDS** as follows:

1. The Retiree has specialized skills and institutional knowledge needed to perform work of a limited duration, and ICTC continues to require Retiree’s services with regard to executive oversight.

2. These services will be performed for a limited duration and will not exceed 960 hours in a fiscal year.

**THEREFORE, BE IT RESOLVED** as follows:

1. ICTC is authorized to hire for services performed by Retiree, and Retiree is appointed to work for ICTC pursuant to Government Code section 7522.56 to provide temporary extra help.
2. The Retiree's sole compensation from ICTC shall be payable at the hourly rate of \$79.56, which is not greater than, nor less than, the compensation paid by ICTC to an Executive Director who performs comparable duties.
3. Retiree will not receive any benefit, incentive or compensation in lieu of benefits, or other form of compensation in addition to this hourly pay rate with the exception of mileage reimbursement consistent with ICTC personnel policies.
4. All expenses related to Retiree's services will be covered by ICTC.
5. Retiree's appointment shall comply with Government Code section 7522.56 in all other respects.

**PASSED AND ADOPTED** by ICTC, in Imperial County, California, this January 26, 2022, by the following roll call vote:

ATTEST:

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Chairperson

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CRISTI LERMA  
Secretary to the Commission