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MANAGEMENT COMMITTEE AGENDA

**BRAWLEY YOUTH CENTER
1250 N. Imperial Ave.
Brawley, CA 92227**

**Wednesday, April 9, 2025
10:30 A.M.**

CHAIR: MIGUEL FIGUEROA

VICE CHAIR: LAURA GUTIERREZ

In compliance with the Brown Act and Government Code Section 54957.5, agenda materials distributed 72 hours prior to the meeting, which are public records relating to open session agenda items, will be available for inspection by members of the public prior to the meeting on the Commission's website: www.imperialetc.org.

In compliance with the Americans with Disabilities Act, Government Code Section 54954.2, and the Federal Transit Administration Title VI, please contact the Secretary to the Commission at (760) 592-4494 if special assistance is needed to participate in a Management Committee meeting, including accessibility and translation services. Assistance is provided free of charge. Notification of at least 48 hours prior to the meeting time will assist staff in assuring reasonable arrangements can be made to provide assistance at the meeting.

To join by Zoom meeting: <https://us06web.zoom.us/j/88335061430?pwd=X82aZWYzsKKFH12u4kcy3CaWQzs8wO.1>

To join by phone (669) 444-9171
Meeting ID: 883 3506 1430
Passcode: 960622

I. CALL TO ORDER AND ROLL CALL

II. EMERGENCY ITEMS

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

III. PUBLIC COMMENTS

This is an opportunity for members of the public to address the Management Committee on any subject within their jurisdiction, but not an item on the agenda. Any action taken because of public comments shall be limited to direction to staff. Each speaker should contact the Secretary to the Commission at (760) 592-4494 or by email to crستيرma@imperialetc.org. When addressing the Committee, state your name for the record prior to providing your comments. Please address the Committee as a whole through the Chairperson. Individuals will be given three (3) minutes to address the Committee; groups or topics will be given a maximum of fifteen (15) minutes. Public comments will be limited to a maximum of 30 minutes. If additional time is required for public comments, they will be heard at the end of the meeting. Please remember to follow the Public Comment Code of Conduct.

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

IV. CONSENT CALENDAR

- A. Approval of Management Committee Draft Minutes March 12, 2025 Pages 5-20
- B. Receive and File:
 - 1. ICTC Commission Minutes: February 26, 2025
 - 2. ICTC TAC Minutes: February 27, 2025
 - 3. ICTC SSTAC Minutes: February 5, 2025
- C. Workplace Violence Prevention Plan (WVPP) Page 22

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

- 1. Approval and Adoption of the ICTC Workplace Violence Prevention Plan

- D. Travel Policy and Guidelines Page 39

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

- 1. Approval and Adoption of the ICTC Travel Policy and Guidelines

V. REPORTS

- A. ICTC / LTA / IVRMA Executive Director
 - ICTC Executive Director Report Page 48
- B. Southern California Association of Governments
 - See attached report Page 56
- C. California Department of Transportation – District 11
 - See attached report Page 59
- D. Committee Member Reports

VI. ACTION CALENDAR

- A. Approval of Master Agreement between the Imperial County Transportation Commission (ICTC) and the California Department of Transportation (Caltrans) – Transit Intercity Rail Capital Program – Calexico East Intermodal Transportation Center Page 72

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

- 1. Approve the attached resolution authorizing the Executive Director or his designee to execute the Master Agreement and to take any actions necessary on behalf of the ICTC for use of TIRCP Funds.
- 2. Authorize the Executive Director or his designee to execute the Master Agreement between ICTC and Caltrans for use of TIRCP funds.

- B. Calexico Intermodal Transportation Center (ITC) Project – Contract Change Order No. 1 Page 111

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

- 1. Approve Change Order No. 1 to Hazard Construction Engr. LLC for the Calexico ITC Project in the amount of (\$284,756.00) modifying the total contract value to \$12,728,349.10.
- 2. Authorize the Executive Director to sign Change Order No. 1.
- 3. Authorize the Executive Director to execute potential Change Order(s) for a total Not-To-Exceed value of seventy-five thousand (\$75,000.00) dollars.

VII. NEXT MEETING DATE AND PLACE

- A. The next Management Committee Meeting is scheduled for Wednesday, May 14, 2025, at 10:30 a.m., at the ICTC Office.

VIII. ADJOURNMENT

IV. CONSENT CALENDAR

IN CONSENT CALENDAR

- | | | |
|----|--|-------------------|
| A. | Approval of Management Committee Draft Minutes | March 12, 2025 |
| B | Receive and File: | |
| 1. | ICTC Commission Minutes: | February 26, 2025 |
| 2. | ICTC TAC Minutes: | February 27, 2025 |
| 3. | ICTC SSTAC Minutes: | February 5, 2025 |

**IMPERIAL COUNTY TRANSPORTATION COMMISSION
MANAGEMENT COMMITTEE
MINUTES OF March 12, 2025
10:30 a.m.**

VOTING MEMBERS PRESENT:

City of Brawley	Jimmy Duran
City of Calexico	Juan Contreras
City of Calipatria	Laura Gutierrez
City of El Centro	Daniel Paramo
City of Holtville	Nick Wells
City of Imperial	Thomas Garcia
County of Imperial	Absent
County of Imperial	Absent
Imperial Irrigation District	Manuel Ortiz
City of Westmorland	Laura Fischer
ICTC	David Aguirre

STAFF PRESENT: Marlene Flores, Esperanza Avila, Cristi Lerma, Michelle Bastidas.

OTHERS PRESENT: John Garcia, Alejandro Lopez-Rangel: Caltrans, David Salgado: SCAG. Manuel Soto: Jarret Walker & Associates, Roger Martinez: Vasquez & Co, Coley Delaney: The Pun Group

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, March 12, 2025, together with staff reports and related documents attached thereto and incorporated therein by reference.

I. CALL TO ORDER AND ROLL CALL

Vice-Chair Laura Gutierrez called the meeting to order at 10:31 a.m., roll call was taken, and a quorum was present.

II. EMERGENCY ITEMS

There were none.

III. PUBLIC COMMENTS

There were none.

IV. CONSENT ITEMS

- A. Approval of Management Committee Draft Minutes: February 12, 2025
- B. Received and Filed:
 - 1. ICTC Commission Minutes: January 22, 2022
 - 2. ICTC TAC Minutes January 23, 2025
 - 3. ICTC SSTAC Minutes January 2, 2025

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

V. INFORMATION CALENDAR

- A. Imperial Valley Transit – Comprehensive Operations Analysis
 - Presentation by the consultant team from Jarrett Walker + Associates
 - o Exclusively focused on transit service design and related issues.

VI. REPORTS

A. ICTC Executive Director

Mr. Aguirre had the following updates:

- ICTC is scheduled to meet for their Annual Unmet Transit Needs Hearing on April 7, 2025. At the hearing the panel will listen to testimony regarding any unmet transit needs users of the service are experiencing. The follow up “findings” meeting will be held on April 28, 2025. At this meeting staff will return with findings from the hearing including those that are able and unable to be met at this time.
- Staff is preparing for the upcoming CMAQ and STBG Call for Projects. This item was taken to the ICTC TAC agenda in February and will be presented to the Management Committee and Commission agendas, respectively, in March 2025.
- It is anticipated that the Calexico Intermodal Transportation Center (ITC) project will start construction in the March/April timeframe. The project is anticipated to take a year to complete. We had a successful groundbreaking ceremony on February 28, 2025, at 11 a.m. at the project site.
- A New Border Express Route began on February 10, 2025. The demonstration route will operate Monday through Friday at select times between the 3rd and Paulin Bus Stop to the Calexico East POE. This is being demonstrated in anticipation of a larger scale route associated with the upcoming transit facility that is anticipated to begin when the new East POE facility is completed. There is also an additional IVC Express Trip embedded in the new service, which will help alleviate some of the congestion we see on some of our IVC Express trips. Staff will be providing updates as it pertains to the development of the service.
- The next IMBA meeting is scheduled to be held in Imperial County on March 13, 2025, at the ICTC offices.
- The Bus Stop Improvement Project is underway. The 65% percent improvement plans have been completed and were distributed to participating agencies. ICTC has received agency comments, and the comments have been forwarded to the consultant for incorporation into the project improvement plans. The improvement plans are being finalized to obtain 90% completion level.
- Imperial County EV Charging Infrastructure Feasibility Study is in development. Staff are currently working on the development of the Scope of Work (SOW) for the project to proceed to the issuance of a Request for Proposals. Staff reviewed the proposed SOW with the ICTC TAC to obtain additional feedback. Staff are anticipating releasing the RFP in the coming weeks.
- All ICTC Executive Directors’ updates can be found on page 22.

B. Southern California Association of Governments (SCAG)

Mr. Salgado had the following updates:

- The 2025 SCAG Scholarship Program is now open. The program, in partnership with the California Transportation Foundation, provides nine \$4,000 scholarship awards for high school or community college students from the SCAG region. Students of any field of study are invited to apply; however, preference is given to applications that demonstrate a commitment

to community planning, regional planning, urban planning, civil engineering, political science, public administration, sustainable development, or other related fields. Applications are due electronically by Friday, March 21. If you have questions about the program, please contact Rachel Wagner at wagner@scag.ca.gov.

- Join SCAG for the 2025 Regional Conference and General Assembly, May 1-2 at the JW Marriott in Palm Desert. This year, SCAG will celebrate its 60th anniversary. For more information or to register click on the following link: <https://scag.ca.gov/ga2025>
- Surface Transportation Block Grant and Congestion Mitigation and Air Quality Improvement Program Guidelines Now Available. On March 6, the SCAG Regional Council approved the federal fiscal year 2026-27 and federal fiscal year 2027-28 Surface Transportation Block Grant program (STBG) and Congestion Mitigation and Air Quality Improvement program (CMAQ) Program Guidelines. The upcoming call for project nominations will make an estimated \$1.2 billion available for eligible transportation projects in the SCAG region in federal fiscal years 2026-27 and 2027-28. The online application will be available from March 31 through May 16. Award recommendations will be presented to the SCAG Regional Council by December 2025.
- SCAG updates can be found on page 58 of the agenda.

C. Caltrans Department of Transportation – District 11

Mr. Garcia and Mr. Lopez-Rangel provided the following updates:

- SR-111 Roadside improvements have been completed.
- A list of completed projects in 2024 are listed on page 68 of the agenda.
- Caltrans, in coordination with the County of Imperial are working on the Intersection widening and Installation of Traffic Signals at SR-86 and Dogwood Road. The project is currently in the design phase with a tentative construction date by Autumn 2025.
- Caltrans staff and Calexico City staff met on January 17, 2025, to go over the short-term alternatives and to conduct a field visit at key intersections along SR-111 and SR-98.
- Local Assistance Engineer (DLAE) Deadline for California Transportation Commission (CTC) Requests is Friday, March 14, 2025, for the May 15-16, 2025, CTC meeting.
- Caltrans updates can be found on page 62 of the agenda.

D. Committee Member Reports

- There were no other reports.

VII. ACTION CALENDAR

A. Call for Projects - Project Prioritization Framework- Congestion Mitigation and Air Quality (CMAQ) and Surface Transportation Block Grant (STBG) – FFY 2026/27 to FFY 2027/28

The ICTC Technical Advisory Committee met on February 27, 2025, and forwarded this item to the ICTC Management Committee and Commission for review and approval after public comments, if any:

1. Approved 2025 Congestion Mitigation Air Quality (CMAQ) and Surface Transportation Block Grant (STBG) Call for Projects Nominations Schedule.
2. Approved the Project Prioritization Framework for the 2025 Congestion Mitigation Air Quality (CMAQ) and Surface Transportation Block Grant (STBG) Call for Project Nominations.
3. Directed staff to convene an evaluation committee to score and rank the projects; and,
4. Directed staff to return with a list of recommended projects for approval by the Commission.

A motion was made by [Contreras](#) seconded by [Ortiz](#) for approval as presented; **Motion carried unanimously.**

B. ICTC Fiscal Audit for FY 2023-24

The auditor provided a brief presentation to the committee.

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

1. Received and filed the fiscal audit for the Imperial County Transportation Commission, for FY 2023-24.
2. Directed staff to transmit the fiscal audit to the State Controller’s Office and Federal Audit Clearinghouse.

A motion was made by [Paramo](#) seconded by [Wells](#) for approval as presented; **Motion carried unanimously.**

C. Imperial County Local Transportation Authority Annual Financial Audit for Fiscal Year Ended June 30, 2024

The auditor provided a brief presentation to the committee. It was noted that the LTA Local Taxpayer Supervising Committee was scheduled to meet the next day.

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

3. Received and filed the fiscal audit for the Imperial County Transportation Commission, for FY 2023-24.
4. Directed staff to transmit the fiscal audit to the State Controller’s Office and Federal Audit Clearinghouse.

A motion was made by [Contreras](#) seconded by [Wells](#) for approval as presented; **Motion carried unanimously.**

VIII. The next meeting is scheduled for **April 09, 2025, at 10:30 a.m. At the City of Brawley.**

IX. ADJOURNMENT

The meeting was adjourned at 11:45 a.m.

IMPERIAL COUNTY TRANSPORTATION COMMISSION
MINUTES FOR February 26, 2025
6:00 p.m.

VOTING MEMBERS PRESENT:

City of Brawley	Gil Rebolgar
City of Calipatria	Javier Amezcua
City of Calexico	Lisa Tylenda
City of El Centro	Tomas Oliva
City of Imperial	Robert Amparano
City of Holtville	Mike Goodsell
City of Westmorland	Laura Fischer
County of Imperial	John Hawk
County of Imperial	Martha Cardenas-Singh
Imperial Irrigation District	Absent

STAFF PRESENT: David Aguirre, Cristi Lerma, Marlene Flores, Gustavo Gomez, Esperanza Avila
OTHERS PRESENT: Eric Havens: Counsel; Davis Salgado: SCAG; Ann Fox, Melina Pereira, Sylvia R. Chavez, John Garcia: Caltrans
PUBLIC: None.

The following action minutes are listed as they were acted upon by the Imperial County Transportation Commission and as listed on the agenda for the meeting held Wednesday, February 26, 2025, together with staff reports and related documents attached thereto and incorporated therein by reference.

I. CALL TO ORDER AND ROLL CALL

[Chair Amparano](#) called the Commission meeting to order at 6:01 p.m. Roll call was taken, and a quorum was present.

II. EMERGENCY ITEMS

There were none.

III. PUBLIC COMMENTS

There were none.

IV. CONSENT CALENDAR

- A. ICTC Commission Minutes: January 22, 2025
- B. Receive and file:
 - 1. ICTC Management Committee Meeting: January 08, 2025
 - 2. ICTC TAC Minutes: December 19, 2024
 - 3. ICTC SSTAC Minutes: December 04, 2024

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

Agency	Roll Call
City of Brawley	Yes
City of Calipatria	Yes
City of Calexico	Yes
City of El Centro	Yes
City of Holtville	Yes
City of Imperial	Yes
County of Imperial Hawk	Absent

County of Imperial Singh	Yes
City of Westmorland	Yes
Imperial Irrigation District	Absent

V. REPORTS

A. ICTC Executive Director

Mr. Aguirre had the following updates:

- Unmet Transit Needs Survey and hearing/meeting information: In recent years, the public hearings have been held in the March to May time frame at the ICTC Offices in El Centro, at approximately 3:00 p.m. ICTC is required to select the Hearing Panel from the elected official members of the Commission. Additionally, staff is collecting the public’s feedback by completing a survey on the ICTC by 5 p.m. on March 17, 2025. The feedback collected will be stated on the record at the hearing date and time established by the Commission. Flyers for the survey are attached to the report. The proposed public hearing is anticipated to take place on April 7 or April 14, 2025, and the findings meeting is proposed to take place on April 29, 2025.
- CMAQ and STBG Call for Projects: ICTC in accordance with SCAG guidelines will be implementing a call for projects for the Congestion Mitigation Air Quality (CMAQ) and Surface Transportation Block Grant (STBG). SCAG is anticipated to approve its CMAQ and STBG at its February 2025 Regional Council Meeting. The funding years associated with this call for projects is FFY 2026-27 and FFY 2027-28. ICTC will be updating its program guidelines to incorporate SCAG guideline provisions and is anticipating beginning its call for projects in March 2025. ICTC is anticipating adopting its scoring framework at the March 2025 Commission Meeting. SCAG’s is anticipated to open its call for project nominations on March 31, 2025, and its project submittal deadline is May 16, 2025. SCAG is anticipating adoption of the CMAQ/STBG Guidelines at its March 6, 2025, Regional Council Meeting. This item will be on the ICTC TAC agenda in February, and on the Management Committee and Commission agendas respectively in March 2025.
- Calexico Intermodal Transportation Center (ITC): It is anticipated that the project will start construction in early March 2025. The project is anticipated to take a year to complete. A groundbreaking ceremony is scheduled to take place on February 28, 2025, at 11 a.m. at the project site. Several of our partners will be present to give remarks about the project including Congressman Raul Ruiz, MD.
- Calexico East Port of Entry Intermodal Transportation Center: . ICTC is working with Caltrans Staff on project award document completion. More information to come in the coming months.
- All ICTC Executive Directors’ updates can be found on page 23

B. Southern California Association of Governments (SCAG)

Mr. Salgado had the following updates:

- 2025 SCAG Scholarship Program Now Open- The 2025 SCAG Scholarship Program is now open. The program, in partnership with the California Transportation Foundation, provides nine \$4,000 scholarship awards for high school or community college students from the SCAG region. Students of any field of study are invited to apply; however, preference is given to applications that demonstrate a commitment to community planning, regional planning, urban planning, civil engineering, political science, public administration, sustainable development, or other related fields.
- 2025 Regional Conference & General Assembly- SCAG will host the 60th annual Regional Conference and General Assembly on May 1-2, 2025, at the JW Marriott Desert Springs Resort & Spa in Palm Desert. Celebrating its diamond anniversary, the 2025 conference is a unique opportunity to gather with other local and regional leaders

to collaborate on fundamental issues such as mobility, housing and communities, the environment, and the economy. Subscribe to updates from SCAG for information about registration as we get closer to the event. Please be on the lookout for notices regarding selecting your cities representative to the 2025 Regional Conference and General Assembly and contact SCAG GAO David Salgado with any questions.

- All other updates can be found on the SCAG report on page 35 of the agenda.

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

Mr. Garcia had the following updates:

- Lithium Valley Projects by County of Imperial: Currently working on an MOU draft between ICTC and County of Imperial to incorporate District 11 Modeling findings to be used.
- A list of completed projects is listed in the report on page 40.
- Stakeholder engagements are listed in the report on page 42.
- City of Calexico and District 11 staff met on November 17, 2024 to go over the short-term alternative proposes travel circulation improvements near West Port of Entry.
- All other updates can be found on page 40

D. Commission Member Reports

- Updates were provided by various commissioners.

VI. ACTION CALENDAR

A. Active Transportation Program Award

The Technical Advisory Committee met on January 23, 2025, and the ICTC Management Committee met on February 12, 2025, and forwarded this item to the Commission for review and approval after public comments, if any:

1. Approved the Project Nomination List for the year 2025 Active Transportation Program (ATP).
2. Approved the recommendation of funding for the project listed in Table 2 in the amount of \$338,000.
3. Directed staff to submit a Formal Nomination List to SCAG and proceed with the State/Federal programming and documentation.

A motion was made by [Oliva](#) and seconded by [Goodsell](#) to approve the consent calendar as presented, roll call:

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

Motion Carried.

B. Appointment(s) to ICTC delegated SCAG Policy Committees

It is recommended that the ICTC Commission take the following actions after public comment, if any:

1. Appointed two ICTC Commission Members or other nominated elected officials to the SCAG Policy Committees of Community, Economy and Housing Development Committee (CEHD) and Transportation Committee (TC).

A motion was made by [Oliva](#) and seconded by [Rebollar](#) to nominate Mr. Javier Amezcua for the SCAG Policy Committee for Transportation Committee (TC):

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 Hawk	Yes
County of Imperial Singh	Yes
City of Westmorland	Yes
Imperial Irrigation District	Absent

Motion Carried.

A motion was made by [Cardenas-Singh](#) and seconded by [Amezcua](#) to nominate Mr. Tomas Oliva for the SCAG Policy Committee of Community, Economy and Housing Development Committee (CEHD) :

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 Hawk	Yes
County of Imperial Singh	Yes
City of Westmorland	Yes
Imperial Irrigation District	Absent

Motion Carried.

- C. Approval of Reimbursement Agreement between the Imperial County Transportation Commission (ICTC) and the County of Imperial – Imperial County Transportation Model (ICTM) Updates – Lithium Valley Programmatic Environmental Impact Report (PEIR)

The item was introduced after the completion of the Management Committee meeting in the month of February 2025. Therefore, ICTC Staff forwarded this item to the Commission for their review and approval after any public comment, if any:

1. Authorized the Chairman to sign the Reimbursement Agreement between the County of Imperial and ICTC to reimburse ICTC for any cost associated with the completion of the required transportation modeling services. Said services are to be completed by Caltrans.

A motion was made by [Goodsell](#) and seconded by [Amezcua](#) to approve the consent calendar as presented, roll call:

Agency	Roll Call
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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 Hawk	Yes
County of Imperial Singh	Yes
City of Westmorland	Yes
Imperial Irrigation District	Absent

Motion Carried.

D. Passenger Statistical Summary Project for FY 2025-26 for Imperial Valley Transit (IVT)

Given the project’s timing constraints, staff brought this item to the commission for their review and approval after public comment, if any:

1. Authorized the Chairman to sign the Passenger Statistical Sampling Project Agreement with the firm of *Rea and Parker Research Inc.* for the not to exceed fee of \$139,000 for FY 2025-26.
2. Directed staff to include this project budget in the FY 2025-26 ICTC OWP Budget and Transit Finance Plan

A motion was made by [Rebollar](#) and seconded by [Amezcuca](#) to approve the consent calendar as presented, roll call:

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

Motion Carried.

VII. CLOSED SESSION CALENDAR

- A. Motioned to Adjourn to Closed Session ([Oliva/Beltran](#))
- B. CONFERENCE WITH REAL PROPERTY, Government Code §54956.8
Property: 2204-2208 La Brucherie Rd., El Centro, CA, Assessor’s Parcel Number #064-450-076.
Agency negotiator: David Aguirre. Negotiating parties: Sandra Joy Hoskins et al.
Instructions to negotiators will concern price and terms of payment.

- C. Announcement of Closed Session Action(s)
Mr. Havens stated that the commission met in closed session to discuss the following:

CONFERENCE WITH REAL PROPERTY, Government Code §54956.8 Property: 2204-2208 La Brucherie Rd., El Centro, CA, Assessor’s Parcel Number #064-450-076.
Agency negotiator: David Aguirre. Negotiating parties: Sandra Joy Hoskins et al.

- *Direction was given and no reportable action was taken.*

VIII. MEETING DATE AND PLACE

- A. The next meeting will be on March 26, 2025, at 6:00 p.m. at the ICTC Offices, 1503 N. Imperial Ave., Suite 104, El Centro, CA 92243, and via Zoom Meeting for the public.

VIII. ADJOURNMENT

- A. Meeting Adjourned at 7:59 p.m.



1503 N. IMPERIAL AVE., SUITE 104
EL CENTRO, CA 92243-2875
PHONE: (760) 592-4494
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TECHNICAL ADVISORY COMMITTEE MINUTES

February 27, 2025

Present:

Juan Manuel Cabrera	City of Brawley
Lily Falomir	City of Calexico
Gloria Moreno	City of Calexico
Patricia Ramirez	City of Calipatria
Hector Salcedo	City of El Centro
Melanie Amarillas	City of Holtville
Fernando L. Williams	City of Imperial
Ramiro Barajas	City of Westmorland
Marco Coronel	County of Imperial
Adolfo Garcia	County of Imperial
Manuel Ortiz	IID

Others:

Michael Coyne	City of Calexico
Marlene Flores	ICTC
Cesar Beltran	ICTC
Bryan Ott	Caltrans
Alejandro Lopez-Rangel	Caltrans
Frank Safaie	Caltrans
Rebecca Villarino	Caltrans
Joe Loya	Torres Martinez Desert Cahuila Indians

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

1. A *motion* was made to adopt the minutes for January 23, 2025 (Falomir/Ortiz), **Motion Carried.**
2. **2025 Call for Projects – Project Prioritization Framework – Congestion Mitigation and Air Quality (CMAQ) and Surface Transportation Block Grant (STBG) -FFY 2026/27 to FFY 2027/28**
(Presented by ICTC Staff)

ICTC staff forwarded this item to the Technical Advisory Committee for discussion and recommendation to submit to the ICTC Management Committee and Commission after public comments, if any:

1. Approve 2025 Congestion Mitigation Air Quality (CMAQ) and Surface Transportation Block Grant (STBG) Call for Projects Nominations Schedule;
2. Approve the Project Prioritization Framework for the 2025 Congestion Mitigation Air Quality (CMAQ) and Surface Transportation Block Grant (STBG) Call for Project Nominations;
3. Direct staff to convene an evaluation committee to score and rank the projects; and,
4. Direct staff to return with a list of recommended projects for approval by the Commission.

A motion was made to approve the Action Item. ([Atondo/Barajas](#)) **Motion Carried.**

3. Caltrans Updates / Announcements

(Presented by Caltrans Staff)

- March 6th. Deadline to submit justification for inactive projects. To find the list of inactive projects, follow the link: <https://dot.ca.gov/programs/local-assistance/projects/inactive-projects>
- March 14th Deadline for California Transportation Commission (CTC) requests. Please see the link for more information: March 14, 2025 – Deadline for California Transportation Commission (CTC) Requests. Please see the link below to review the schedule of deadlines and prepare requests for California Transportation Commission (CTC) approval during May 15-16, 2025, CTC meeting. https://dot.ca.gov/media/dotmedia/programs/financialprogramming/documents/2025_external_preparation_schedule.pdf
- Quality Assurance Program expires in April 9th and May 28th for Calexico and El Centro. For more information, please contact Frank Safaie at 619-985-2444.
- October 1st. Bridge Investment Program Planning Application Deadline. Further details are available at this link: <https://www.fhwa.dot.gov/bridge/bip/>
- Key Notices of Funding Opportunity (NOFO) Further details are available at this link: <https://www.transportation.gov/bipartisan-infrastructure-law/key-notices-funding-opportunity>
- Local agencies must comply with all Title VI requirements (LAPM Section 9.2). Title VI compliance is subject to review at any time. <https://dot.ca.gov/programs/local-assistance/local-civil-compliance/title-vi>
- Ms. Villarino from District 11 Small Business Team invited all to register for the next Imperial Valley Procurement and Resource Fair happening on April 2, 2025, from 2:00 PM to 5:00 PM.

4. SCAG Updates / Announcements

(Presented by SCAG Staff)

- Mr. Salgado talked about the 2025 SCAG Scholarship Program. For more information, please visit the link: <https://scag.ca.gov/scholarship>

5. ICTC Updates / Announcements

(Presented by ICTC Staff)

a. Transit Updates

- Ms. Flores provided an update regarding the new Intermodal Transportation Center on the East Port. ICTC is working with Caltrans staff on project award documentation. More information in the coming months.
- Ms. Flores stated that the Intermodal Transportation Center in Downtown Calexico will be having a groundbreaking on February 28th.
- Ms. Flores shared information about the new Border Express Route.
- Ms. Flores shared information about the UTN survey going on.

b. Transportation Planning Updates

- State/Federal Funded Project Obligation Updates 24/25

6. Cities and County Planning / Public Works Updates:

Updates were given by the agencies.

7. General Discussion / New Business

No new business was discussed.

The next TAC meeting will be on March 27, 2025, at 10:00 a.m., via Zoom for the public and in person at the ICTC offices.

The meeting adjourned at 10:59 a.m.



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

SOCIAL SERVICES TRANSPORTATION ADVISORY COUNCIL

MINUTES February 05, 2025

Present

Voting Attendees:

Cristina Leal	ARC- Imperial Valley
Gustavo Gomez	CTSA-ICTC
Andrew Sanchez	Imperial Valley College
Raul Cordova	IC Work Training Center
Mike Hack	IC Consumer Senior Citizen
Camilo Garcia	Workforce & Economic Development

Non-Voting Attendees:

Cesar Sanchez	IVT
Helio Sanchez	IVT
Jose Guillen	IVT Medtrans
Karla Pacheco	IVT Access
Kathleen Lang	Healtnet(zoom)
Carolina Garcia	Public Authority Program
Jeanett Castillo	Social Services
Esperanza Avila	ICTC
Michelle Soto	California and Children Services(zoom)

1. Dr. Lang called the meeting to order at 10:02 a.m. **A quorum was present.**
2. Introductions were made.
 - Hybrid meeting.
3. Minutes were adopted for January 2, 2024 ([Garcia](#), [Hack](#)), **Motion Carried.**
4. CTSA Reports
Mr. Gomez had the following information
 - We have a county-wide bus stop improvement project that is currently receiving 90% of its design work from our consultant team. We expect the construction team to begin work in the middle of the year. Currently, we are renovating several bus stops in Westmorland, Calipatria, and El Centro, which currently lack seating and shade. We will be replacing them and adding additional bus stops.

- Calexico ITC was awarded the construction contract last month, and we expect construction to begin soon. This project is for the Calexico Intermodal Transportation Center, aimed at enhancing transportation access in Calexico. We anticipate that construction will last for approximately one year, and we hope it will be operational by the early stages of next year.
- We currently have contactless payment projects in progress. We are essentially waiting for the approval of some funds associated with the project. We will be implementing contactless payment pads within our fixed-route system. All passengers will be able to use their credit or debit cards and contactless methods like Apple Pay to pay for their transportation fees.
- We are excited to introduce the IVT Ride micro transit service. We expect to receive software updates this upcoming month. We have purchased tablets related to this service, which will enhance the IVT Ride experience, primarily designed for seniors. Seniors will use the IVT Ride service on a reservation-only basis, while other passengers will have access to the service on an on-demand basis. We hope to launch this project on July 1. The same buses used for IVT Ride will continue to operate.
- We are excited to announce a new route starting next week on February 10th: the Border Express Route at the new East Port of Entry. This route will connect to 3rd and Paulin in downtown Calexico and will transport passengers to all the main buses heading to IVC, Brawley, and El Centro. We will also be distributing flyers at the East Port of Entry and promoting the route on our social media channels.
- Our new Unmet Transit Needs (UTN) survey is now available. We have emailed the survey to our SSTAC members and also posted it on our social media platforms. This survey is associated with our efforts to understand and address the public's transit needs, helping us improve our services and potentially develop new routes.
- Our next SSTAC meeting will feature a consultant who will present a comprehensive analysis of our transit services. This analysis will examine our fixed routes, and all services associated with IVT Transit. It will provide guidance for our transit plans over the next five years.

5. UTN Letter to the Hearing Panel Reviews

Presented by Mr. Gomez

- The master need list has not changed since last year, with the only item amended being ITEM#9: the new Border Express Route and IVC to Calexico in the evening.
- We welcome suggestions from our SSTAC members. Item #11 will be removed from the list. If there are any changes to the Master List, SSTAC members should have them prepared. The Master List has been approved, and the motion to remove Item #11 has been made by Mr. Hack and Mr. Garcia.
- Once everything is approved, the SSTAC chair, Ms. Lang, can present general comments at the public hearing.

6. Transit Operator FY 2024-25 Reports:

Imperial Valley Transit.

Mr. Sanchez presented the report on the service:

- We are currently experiencing extensive construction in Brawley, particularly on Main Street. As a result, we've had to implement several detours, but we strive to maintain as many bus stops as possible. IVC has no school riders. The rider count is low, but it will go back up next week.

IVT Access

Ms. Pacheco presented the report on the service:

- No changes, everything is running smoothly

IVT Ride

Mr. Guillen presented the report on all IVT Ride services:

- Running well
- Mr. Guillen and Ms. Baca spoke to the Heber nutrition coordinator regarding their riders; they were to coordinate the date and time of pickups.

IVT MedTrans:

Mr. Guillen presented the report on the service:

- We had 16 passengers on round trips from El Centro to San Diego, including two SDSU students.

7. General Discussion

- Dr. Sanchez will help post the UTN survey and the new Border Express Route Flyer to IVC students

8. Adjournment

- The meeting adjourned at 10: 50 a.m.
- The next meeting will be held on Wednesday, March 5, 2025, at the Imperial County Transportation Commission Office, 1503 N. Imperial Ave., Suite 104, El Centro, CA 92243.

IV. CONSENT CALENDAR

IV. CONSENT CALENDAR

C. Workplace Violence Prevention Plan (WVPP)

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

1. Approval and Adoption the ICTC Workplace Violence Prevention Plan



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

April 4, 2025

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

SUBJECT: Workplace Violence Prevention Plan (WVPP)

Dear Committee Members:

California has initiated measures to safeguard its workforce against workplace violence. With the enactment of Senate Bill 553 (SB 553), almost all employers in the state are mandated to formulate workplace violence prevention (WPV) Plans. SB 553, signed into law by the governor, is geared toward curbing injuries and fatalities stemming from workplace violence. These plans are required, can be integrated into your Injury and Illness Prevention Program (IIPP), and must be effectively communicated to employees.

It is ICTC's responsibility to keep staff informed and safe from all workplace violence. This plan will bring awareness to all and provide guidance in the event we're faced with violent acts. The attached plan was created with support from our risk management team at PERMA.

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

1. Approval and adoption of the ICTC Workplace Violence Prevention Plan (WVPP)

Sincerely,

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

David Aguirre
Executive Director

DA/cl

Attachments

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

Imperial County Transportation Commission Workplace Violence Prevention Plan

March 2025

Prepared by:



Reviewed by:

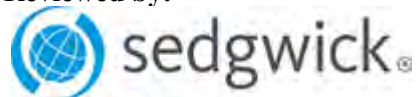


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Appendices

- A. Workplace Violent Incident Log
- B. Workplace Violence Prevention Environmental Hazard Assessment & Control Checklist

Policy

Imperial County Transportation Commission (ICTC) is committed to providing a work environment that is free of disruptive, threatening, or violent behavior involving any employee, appointed or elected official, volunteer, contractor, client, and/or visitor. Our policy is to establish, implement, and maintain an effective plan as required by [SB 553](#). The regulation requires us to establish, implement, and maintain, at all times in all our facilities, a workplace violence prevention plan for the purpose of protecting employees and other personnel from aggressive and violent behavior at the workplace.

Our Workplace Violence Prevention (WVP) plan is available upon request for examination and copying to our employees, their representatives, and the Chief of Cal/OSHA or his or her designee.

Prohibited Acts

ICTC will not ignore, condone, or tolerate *threats of violence* or *workplace violence* by any employee, appointed or elected official, volunteer, contractor, client, or visitor.

- *Threats of violence* include both verbal and non-verbal conduct that causes a person to fear for his or her safety because there is a reasonable possibility he or she might be physically injured and that serves no legitimate work-related purpose.
- *Workplace violence* means any act of violence or threat of violence that occurs at the work site. The term workplace violence shall not include lawful acts of self-defense or defense of others. Workplace violence includes the following:
 - The threat or use of physical force against an employee that results in, or has a high likelihood of resulting in, injury, psychological trauma, or stress, regardless of whether the employee sustains an injury
 - An incident involving the threat or use of a firearm or other dangerous weapon, including the use of common objects as weapons, regardless of whether the employee sustains an injury

Workplace violence can be categorized into four types:

Type 1: Workplace violence committed by a person who has no legitimate business at the work site - includes violent acts by anyone who enters the workplace with the intent to commit a crime

Type 2: Workplace violence directed at employees by customers, clients, or visitors

Type 3: Workplace violence against an employee by a present or former employee, supervisor, or manager

Type 4: Workplace violence committed in the workplace by someone who does not work there but has or is known to have had a personal relationship with an employee

In addition, ICTC prohibits all *dangerous weapons* not used for fire suppression, accident and incident response, emergency medical services, the service of law enforcement, or security duties on all ICTC property. Any employee or appointed or elected official in possession of prohibited dangerous weapons on ICTC property is in violation of this policy and may be subject to disciplinary action up to and including dismissal. Any volunteer, contractor, client, or visitor in possession of prohibited dangerous weapons will be banned from the premises. *Dangerous weapons* include any instrument capable of inflicting death or serious bodily injury.

Responsibility and Authority

Workplace Violence Prevention Plan Administrator

The Executive Director, or an assigned designee, is the designated WVP Plan Administrator (Administrator) and has the authority and responsibility for developing, implementing, and maintaining this plan and conducting or overseeing any investigations of workplace violence reports. The Executive Director will also be able to answer employee questions concerning this plan.

The Executive Director, or an assigned designee, shall solicit feedback and input from employees and their authorized representatives in developing and implementing the WVP plan. Active involvement of employees could include, but is not limited to, their participation in identifying, evaluating, and correcting workplace violence hazards; in designing and implementing training; and in reporting and investigating workplace violence incidents.

The Executive Director, or an assigned designee, shall coordinate implementation of the workplace violence prevention plan with other employers (ex. contracted security staff and other employers on site), when applicable, to ensure those employers and their employees understand their respective roles as provided in the plan. These other employees and their staff shall be provided with training on ICTC's WPV plan.

Managers and Supervisors' responsibilities include:

- Implementing the plan in their work areas.
- Providing input to the Administrator regarding the plan.
- Participating in investigations of workplace violence reports; and
- Answering employee questions concerning this plan.

Employees' responsibilities include:

- Complying with the plan.
- Maintaining a violence-free work environment.
- Attending all training.
- Following all directives, policies, and procedures; and
- Reporting suspicious persons in the area and alerting the proper authorities when necessary.

Employee Active Involvement

ICTC ensures the following policies and procedures to obtain the active involvement of employees and authorized employee representatives in developing and implementing the plan:

- Management will work with and allow employees and authorized employee representatives to participate in:
 - Identifying, evaluating, and determining corrective measures to prevent workplace violence.
 - Designing and implementing training
 - Reporting and investigating workplace violence incidents.

Compliance

The Administrator or assigned designee is responsible for ensuring the plan is clearly communicated and understood by all employees. The following techniques are used to ensure all employees understand and comply with the plan:

- Informing all employees of the plan during new employee safety orientation training and ongoing workplace violence prevention training.
- Ensuring *all* employees, including managers and supervisors, receive training on this plan;
- Providing comprehensive workplace violence prevention training to managers and supervisors concerning their roles and responsibilities for plan implementation.
- Evaluating employees to ensure their compliance with the plan.
- Disciplining employees, appointed or elected officials, and volunteers who engage in threats of violence behaviors up to and including dismissal; and
- Ensuring training of this plan is conducted on an annual basis.

Communication and Training

Managers and supervisors are responsible for communicating with employees about workplace violence in a form readily understandable by all employees.

Employees are encouraged to inform their supervisors about any threats of violence or workplace violence. Employees may use the Workplace Violent Incident Log (Appendix A) to assist in their reporting of incidents. No employee will be disciplined for reporting any threats of violence or workplace violence.

After the employee has reported their concerns about any threats of violence or workplace violence to their supervisor, the supervisor will report this information to the Administrator or who will investigate the incident. The Administrator will then inform the employee of the results of their investigation and any corrective actions to be taken as part of the ICTC's responsibility in complying with hazard correction measures outlined in the WVP plan.

Any employee who believes he or she has the potential of violent behavior is encouraged to use ICTC's confidential Employee Assistance Program (EAP):

ComPsych®

GuidanceResources®

Main Phone Number: 877.595.5281

TDD: 800.697.0353

Website: www.guidanceresources.com

Company Web ID: EAPBusiness

Employee training on workplace violence will include:

- The plan, how to obtain a copy of the plan at no cost, and how to participate in development and implementation of the employer's plan
- Workplace violence risks that employees may encounter in their jobs and the corrective measures that have been implemented, ;
- How to recognize the potential for violence and escalating behavior;
- Strategies to de-escalate behaviors and to avoid physical harm;
- ICTC's alerts, alarms, or systems that are in place to warn of emergencies (if applicable)
- How to report workplace violence incidents to ICTC or law enforcement without fear of reprisal;
- Information pertaining to ICTC's EAP Program;
- The violent incident log and how to obtain copies of records; and
- An opportunity for interactive questions and answers with a person knowledgeable about the employer's plan.

If applicable, employees assigned to respond to alerts, alarms, or systems that are in place to warn others will receive additional training that includes:

- General and personal safety measures;
- Aggression and violence predicting factors;
- The assault cycle;
- Characteristics of aggressive and violent persons;
- Verbal intervention and de-escalation techniques and physical maneuvers to defuse and prevent violent behavior;
- Strategies to prevent physical harm;
- Appropriate and inappropriate use of restraining techniques and medications as chemical restraints in accordance with Title 22; and
- An opportunity to practice the taught maneuvers and techniques, including a debriefing session.

Training will occur:

- When the plan is first established;
- At time of hire;
- When new equipment or work practices are introduced; and
- When a new or previously unrecognized workplace violence hazard has been identified

Procedures

Responding to Actual or Potential Workplace Violence Emergencies

In the event of an actual or potential workplace violence emergency dial 911 to report the incident and request assistance from law enforcement. The Executive Director or an assigned designee will alert employees of the presence, location, and nature of the workplace violence through the following methods:

- Text message, Email, or Phone. This will depend on the urgency.

When any employee becomes aware of an actual or potential workplace violence emergency, they should notify the Executive Director or an assigned designee as soon as it is safe to do so.

Employees shall implement the run, hide, fight protocols where appropriate. Evacuation routes and sheltering locations will be communicated to affected staff. If employees are not able to evacuate or shelter in place, they are authorized to take all reasonable actions necessary to fight or subdue an active shooter or assailant.

ICTC does not have security staff onsite. In the event of an actual workplace violence emergency, employees shall call 911 to report the incident and request assistance from law enforcement.

Emergencies and Reporting a Crime

For immediate assistance in an emergency contact emergency services or law enforcement by calling 911. Employees should also notify their supervisor, manager, and the Administrator as soon as possible.

Reporting Workplace Violence Concerns

Employees who witness or experience *threats of violence* or *workplace violence* can report the incident through their chain of command or directly to the Executive Director. Employees may report anonymously and without fear of reprisal by submitting the incident in writing through interoffice mail.

Restraining Orders

Employees or other personnel who have an active restraining order issued against another person that includes the workplace are encouraged to provide a copy of the restraining order to their supervisor and the Executive Director. Supervisors who receive notification of a restraining order that includes the workplace will meet with the Executive Director to decide what actions, if any, need to be initiated.

Hazard Assessment

Workplace hazard assessments will include:

- An annual review of the past year's workplace violence incidents; and
- Periodic physical security assessments.

The Workplace Violence Prevention Environmental Hazard Assessment & Control Checklist (Appendix B) can be used to assist with the security assessment. Inspections are performed according to the following schedule:

- Once a year.
- When the plan is implemented.
- When new, previously unidentified workplace violence/security hazards are recognized; and
- When workplace violence injuries or threats of injury occur.

Hazard Correction

Work practice controls will be used to correct unsafe work conditions, practices, or procedures that threaten the security of employees.

Work practice controls are defined as procedures, rules, and staffing that are used to effectively reduce workplace violence hazards. Work practice controls may include, but are not limited to:

- Appropriate staffing levels.
- Provision of dedicated safety personnel (i.e. security guards).
- Employee training on workplace violence prevention methods; and
- Employee training on procedures to follow in the event of a workplace violence incident.

Corrective actions will be implemented in a timely manner based on the severity of the hazard, documented and dated.

Post Incident Response and Investigation

Managers and supervisors will use the Workplace Violent Incident Log (Attachment A) to assist in documenting incidents and investigations.

These procedures will occur following an incident:

- Provide immediate medical care or first aid.
- Identify all employees involved in the incident.
- Offer staff individual trauma counseling resources.
- Conduct a debriefing with all affected staff.
- Determine if corrective measures developed under this plan were effectively implemented; solicit feedback from all personnel involved in the incident as to the cause of this incident and if injuries occurred, how injury could have been prevented; and
- Record the incident in the Workplace Violent Incident Log.

Recordkeeping

- Records of workplace violence hazard identification, evaluation, and correction will be maintained for five years in accordance with the recordkeeping requirements of SB 553.
- Training for each employee, including the employee's name, training dates, type of training, and training provider will be maintained for a minimum of one year.
- Records of violent incidents (Workplace Violent Incident Log) will be maintained a minimum of five years at ICTC.

Annual Review

ICTC's Workplace Violence Prevention Plan will be reviewed annually and updated as needed considering the following criteria:

- Staffing.
- Sufficiency of security systems.
- Job, equipment, and facility design and risks.
- Modifications or additions to tasks and procedures that affect plan implementation.
- Newly identified hazards.
- Prior year incidents.
- Identified deficiencies; and
- Feedback provided by employees and their authorized representatives.

Appendix A

WORKPLACE VIOLENT INCIDENT LOG

This form must be completed for every record of violence in the workplace

Incident ID #*:	Date and Time of Incident:	Department:
------------------------	-----------------------------------	--------------------

Specific Location of Incident:

** Incident ID will be the date of the incident and the order, ex: 010125-01)*

Describe Incident (Include additional pages if needed):

Assailant information:

<input type="checkbox"/> Patient	<input type="checkbox"/> Client	<input type="checkbox"/> Customer
<input type="checkbox"/> Family or Friend of Patient	<input type="checkbox"/> Family or Friend of Client	<input type="checkbox"/> Family or Friend of Customer
<input type="checkbox"/> Partner/Spouse of Victim	<input type="checkbox"/> Parent/Relative of Victim	<input type="checkbox"/> Co-Worker/Supervisor/Manager
<input type="checkbox"/> Former Partner/Spouse of Victim	<input type="checkbox"/> Animal	<input type="checkbox"/> Person In Custody
<input type="checkbox"/> Robber/Burglar	<input type="checkbox"/> Passenger	<input type="checkbox"/> Stranger
<input type="checkbox"/> Student	<input type="checkbox"/> Other:	

Circumstances at time of incident:

<input type="checkbox"/> Employee Performing Normal Duties	<input type="checkbox"/> Poor Lighting	<input type="checkbox"/> Employee Rushed
<input type="checkbox"/> Employee Isolated or Alone	<input type="checkbox"/> High Crime Area	<input type="checkbox"/> Low Staffing Level
<input type="checkbox"/> Unable to Get Help or Assistance	<input type="checkbox"/> Working in a Community Setting	<input type="checkbox"/> Unfamiliar or New Location
<input type="checkbox"/> Other:		

Location of Incident:

<input type="checkbox"/> Patient or Client Room	<input type="checkbox"/> Emergency or Urgent Care	<input type="checkbox"/> Hallway
<input type="checkbox"/> Waiting Room	<input type="checkbox"/> Restroom or Bathroom	<input type="checkbox"/> Parking Lot or Outside Building
<input type="checkbox"/> Personal Residence	<input type="checkbox"/> Breakroom	<input type="checkbox"/> Cafeteria
<input type="checkbox"/> Other:		

Type of Incident (check as many apply):

<input type="checkbox"/> Robbery	<input type="checkbox"/> Grabbed	<input type="checkbox"/> Pushed
<input type="checkbox"/> Verbal Threat or Harassment	<input type="checkbox"/> Kicked	<input type="checkbox"/> Scratched
<input type="checkbox"/> Sexual Threat, Harassment, or Assault	<input type="checkbox"/> Hit with an Object	<input type="checkbox"/> Bitten
<input type="checkbox"/> Animal Attack	<input type="checkbox"/> Shot (or Attempted)	<input type="checkbox"/> Slapped
<input type="checkbox"/> Threat of Physical Force	<input type="checkbox"/> Bomb Threat	<input type="checkbox"/> Hit with Fist
<input type="checkbox"/> Threat of Use of Weapon or Object	<input type="checkbox"/> Vandalism (of Victim's Property)	<input type="checkbox"/> Knifed (or Attempted)
<input type="checkbox"/> Assault With A Weapon or Object	<input type="checkbox"/> Vandalism (of Employer's Property)	<input type="checkbox"/> Arson
<input type="checkbox"/> Robbery	<input type="checkbox"/> Other:	

Consequences of incident:

Medical care provided? <input type="checkbox"/> Yes <input type="checkbox"/> No	Law enforcement called? <input type="checkbox"/> Yes <input type="checkbox"/> No	Security contacted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Did anyone provide assistance to conclude the event? <input type="checkbox"/> Yes <input type="checkbox"/> No		Days lost from work (if any) _____
Actions taken by employer to protect employees from a continuing threat? <input type="checkbox"/> Yes <input type="checkbox"/> No		

Completed by:

Name:	Title:	Date:
Telephone:	Email:	
Signature:	Telephone:	

Appendix B

**WORKPLACE VIOLENCE PREVENTION
ENVIRONMENTAL HAZARD ASSESSMENT & CONTROL CHECKLIST**

Assessed by:	Title:
Location(s) Assessed:	

This checklist is designed to evaluate the workplace and job tasks to help identify situations that may place employees at risk of workplace violence.

Step 1: Identify risk factors that may increase ICTC’s vulnerability to workplace violence events

Step 2: Conduct a workplace assessment to identify physical and process vulnerabilities

Step 3: Develop a corrective action plan with measurable goals and target dates

STEP 1: IDENTIFY RISK FACTORS

Yes	No	Risk Factors	Comments:
		Does staff have contact with the public?	
		Does staff exchange money with the public?	
		Does staff work alone?	
		Is the workplace often understaffed?	
		Is the workplace located in an area with a high crime rate?	
		Does staff enter areas with high crime rates?	
		Does staff have mobile workplaces?	
		Does staff perform public safety functions that might put them in conflict with others?	
		Does staff perform duties that may upset people?	
		Does staff work with people known or suspected to have a history of violence?	
		Do any employees have a history of threats of violence?	

STEP 2: CONDUCT ASSESSMENT

Building Interior

Yes	No	Building Interior	Comments:
		Are employee ID badges required?	
		Are employees notified of past workplace violence events?	
		Are trained security personnel or staff accessible to employees?	
		Are bullet resistant windows or similar barriers used when money is exchanged with the public?	
		Are areas where money is exchanged visible to others?	
		Is a limited amount of cash kept on hand with appropriate signage?	
		Could someone hear an employee who called for help?	
		Do employees have a clear line of sight of visitors in waiting areas?	
		Do areas used for client or visitor interviews allow co-employees to observe problems?	
		Are waiting and work areas free of objects that could be used as weapons?	
		Is furniture in waiting and work areas arranged to prevent employee entrapment?	
		Are clients and visitors clearly informed how to use the department services so they will not become frustrated?	
		Are private, locked restrooms available for employees?	
		Do employees have a secure place to store personal belonging?	

Building Exterior

Yes	No	Building Exterior	Comments:
		Do employees feel safe walking to and from the workplace?	
		Are the entrances to the building clearly visible from the street?	
		Is the area surrounding the building free of bushes or other hiding places?	
		Are security personnel provided outside the building?	
		Is video surveillance provided outside the building?	
		Is there enough lighting to see clearly?	
		Are all exterior walkways visible to security personnel?	

Parking Area

Yes	No	Parking Area	Comments:
		Is there a nearby parking lot reserved for staff?	
		Is the parking lot attended and secure?	
		Is the parking lot free of blind spots and landscape trimmed to prevent hiding places?	
		Is there enough lighting to see clearly?	
		Are security escorts available?	

Security Measures

Yes	No	Security Measures	Comments:
		Is there a response plan for workplace violence emergencies?	
		Are there physical barriers? (between staff and clients)	
		Are there security cameras?	
		Are there panic buttons?	
		Are there alarm systems?	
		Are there metal detectors?	
		Are there X-ray machines?	
		Do doors lock?	
		Does internal telephone system activate emergency assistance?	
		Are telephones with an outside line programmed for 911?	
		Are there two-way radios, pagers, or cell phones?	
		Are there security mirrors?	
		Is there a secured entry?	
		Are there personal alarm devices?	
		Are there "drop safes" to limit available cash?	
		Are pharmaceuticals secured?	
		Is there a system to alert staff of the presence, location, and nature of a security threat?	
		Is there a system in place for testing security measures?	

IV. CONSENT CALENDAR

D. Travel Policy and Guidelines

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

1. Approval and Adoption of the ICTC Travel Policy and Guidelines
2. Authorize the Executive Director to sign the agreement.



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

April 4, 2025

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

SUBJECT: Travel Policy and Guidelines

Dear Committee Members:

The purpose of the Travel Policy and Guidelines is to establish procedures and standards for use in the administration of authorized staff traveling on official ICTC business. It is ICTC's intent to make every effort to use the most cost-effective method when incurring travel expenses. To save money, ICTC will always recommend that employees traveling to the same location travel together to avoid duplication of costs, when possible. The same guidelines will also be considered when any Commissioner is traveling on official ICTC business.

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

1. Approval and Adoption the ICTC Travel Policy and Guidelines

Sincerely,

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

David Aguirre
Executive Director

DA/mb/cl

Attachments



Travel Policy and Guidelines

March 2025

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ICTC Travel Policy and Guidelines

The purpose of this policy and guidelines is to establish procedures and standards for use in the administration of authorized persons traveling on official ICTC business. ICTC will make every effort to use the most cost-effective choice (considering both direct expense as well as staff time) when incurring travel expenses. It is recommended that employees traveling to the same location travel together to avoid duplication of costs. These guidelines will also be considered for any Commissioner traveling on official ICTC business.

I. TRAVEL APPROVAL AND DOCUMENTATION

TRAVEL INSIDE AND OUTSIDE OF THE COUNTY

ICTC's OWP and administrative budget approved by the Commission shall be reflective of ICTC staff approval for travel. Department head will make the determination for travel for employees. A copy of the training or seminar brochure or agenda shall be used as backup for travel arrangements and reimbursements. ICTC will make all reservations for air travel and hotel stays. Original receipts must be turned in for reimbursement for parking and car rental. Per-diem for meals will be provided to employee for overnight and day long travels. After travel reservations have been completed the itinerary will be provided to the employee. The itinerary will include all the travel information required for the trip.

II. REGISTRATION EXPENSES

ICTC will register employee for the training/seminar/conference. ICTC will pay registration fees in advance. Registration confirmation will be provided to employee prior to their trip.

III. MODES OF TRANSPORTATION

ICTC policy requires employees to use the method of transportation which is the most cost-effective choice (considering both direct expense as well as staff time). ICTC will make this determination.

MILEAGE RATE

The use of an ICTC vehicle is the preferred method of vehicle travel. If for any reason ICTC vehicles are unavailable, employees may use his/her/their personal vehicle and be reimbursed for miles traveled. The mileage rate of reimbursement for private vehicle usage is the current federal allowable rate:

<https://www.irs.gov/tax-professionals/standard-mileage-rates/> (rates updated every calendar year). Mileage claimed will be supported by an agenda and the calculation of miles must be clearly indicated with supporting documentation such as GoogleMaps attached. If an agenda is not available a description of the trip will accompany the claim form. Employees on official ICTC business, who operate vehicles, must have a valid California driver's license and insurance. (Reimbursement on a per mile rate is intended to cover all costs of operating the traveler's personal automobile, including gasoline, oil, insurance, repairs etc.)

AIRLINE

ICTC will make airline arrangements for employees taking in consideration the most cost-effective choice (considering both direct expense as well as staff time) and preferred arrival times. If carry-on baggage is not a viable option, checked-in baggage fees will be reimbursed to employee so long as it is accompanied with a receipt.

CAR RENTAL

When a car rental is needed, ICTC will make the reservation for the employee. Both the Collision Damage Waiver and Extended Protection shall be purchased at the time the vehicle is rented. An original receipt at the end of the

trip shall be turned in by the employee to receive reimbursement. Employees on official ICTC business, who operate vehicles, must have a valid California driver's license and insurance.

IV. MODES OF TRANSPORTATION-OTHER

1. ICTC encourages employees to use Uber as a method of transportation over a car rental for short trip destinations, such as airport to hotel or conference facility. Employees are able to use the ICTC UBER account via the UBER application installed on the work phone. UBER fees will be directly charged to ICTC.
2. Public transportation. Original ticket stub or receipt if available will be used for reimbursement of public transportation needed to get from the employees' hotel to the meeting/conference/training/seminar etc. If a ticket is not available a memo accompanied by the transit website printout or brochure showing cost of transportation shall be turned in by employee for reimbursement. Reimbursement for personal use of public transportation shall not be reimbursed (sightseeing or other personal trips, etc.).
3. A taxi should only be used if it is the best alternative when evaluating cost/time. Receipt shall be turned in by the employee for reimbursement.
4. If the hotel shuttle is not complementary, the fee shall be reimbursed. Receipt shall be turned in by the employee for reimbursement.
5. Reimbursement is not allowed for motorcycle, private plane, recreational vehicle, or boat use.

V. LODGING

Actual cost for lodging shall be allowed so long as the rate is reasonable to the area of destination. The preferred lodging will be where the event (conference/training/seminar) is being held. If no rooms are available at this location, the next preferred hotel will be determined to be the closest to the event at a reasonable cost to ICTC.

A credit card authorization form will be sent to the hotel by ICTC for hotel taxes & fees and parking. Valet parking will be allowed so long as no other parking choice is available. Employees shall provide the hotel with their own credit/debit card for incidentals (usually mandated by the hotel).

VI. MEALS AND INCIDENTALS (PER DIEM)

ICTC will provide a per diem check for employees to their assigned travel. ICTC will make every attempt to provide the per diem check to the employee prior to departure. The reimbursement of meals and incidentals has both a time and monetary restraint; both conditions must be met as outlined below.

Per Diem rates are determined by location of travel and based on federal guidelines. ICTC staff will prepare per diem checks for traveling employees based on the information located at <https://www.gsa.gov/>

To comply with any dietary constraints when traveling where meals are included, ICTC will provide employees with Per Diem to the conference/training/seminar.

Travel Departure Times:

Breakfast Expense

If travel begins at or before 7:00a.m., breakfast per diem is eligible.

Lunch Expense

If travel begins at or before noon, lunch per diem is eligible.

Dinner Expense

If travel begins at or before 5:00p.m., dinner per diem is eligible.

Travel Return Times:

Breakfast Expense

If your return is after 11:00a.m., breakfast per diem is eligible.

Lunch Expense

If your return is after 1:00p.m., lunch per diem is eligible.

Dinner Expense

If your return is after 6:00p.m., dinner per diem is eligible.

Incidental Expenses

Breakfast incidental is \$1.00, Lunch incidental is \$2.00 and Dinner incidental is \$2.00.

The term "incidental expenses" includes, but is not limited to, expenses for laundry, cleaning and pressing of clothing, and fees and tips for services, such as porters and baggage carriers.

VII. BUSINESS MEAL REIMBURSEMENT (non-travel related)

Business meal expenses that are not incurred during business travel are eligible for reimbursement if ALL of the following conditions are met:

- The Executive Director or other designated ICTC staff incurs the expense at the direction of the Executive Director;
- The meal is part of a business meeting related to ICTC business;
- No alcoholic beverages are included in the expense.

Requests for reimbursement of business meals must include:

1. Original detailed receipts.
2. Name of agency meeting was held with and agenda if available.

ICTC employees are expected to use sound business judgment when incurring business meal expenses and should limit tips and gratuities accordingly. Gratuity required for large groups as noted in the receipt is allowed.

VIII. TRAVEL AND EXTENDED HOURS CONSIDERATION

ICTC employees typically must still travel to and from the Imperial Valley, after public transportation i.e. airplane arrives in in a major urban area i.e. San Diego. This can place an undue burden on the employee due to fatigue and create liability for ICTC. Scheduled travel to and from Imperial Valley will take into consideration the additional trip time from the employee and not schedule public transportation that would cause the employee to arrive or depart from the Imperial Valley which causes hardship for the employee. In this case ICTC will provide lodging and meals the night before, or the night after the event to accommodate the employee. The employee should then take the first available mode of transportation.

If the employee must make the arrangements on a last-minute basis i.e. due to delayed flights, then the employee will be reimbursed for reasonable accommodation and meal expenses. The employee must first make every attempt to notify ICTC management staff and present all receipts for reimbursement.

IX. CHANGES AND CANCELLATIONS

If the entire trip or a portion of the trip needs to be cancelled, ICTC must be notified as soon as possible to avoid cancellation fees and ensure refunds are eligible as appropriate.

X. RECEIPT REQUIREMENTS

Type of Expense	Receipt Required
Internet access (use of work phone hot spot is encouraged)	Y
Lodging (ALL types of lodging)	Y
Meals: use GSA rates (Per-Diem)	N
Incidentals (Included in Per-Diem for overnight stays)	N
Airfare	Y
Gas for rental car / ICTC vehicle	Y
Parking, taxis, shuttles, train, local rapid transit, and road tolls	Y
Rental Cars	Y
Mileage reimbursements	N

XI. NON-REIMBURSABLE EXPENSES

- Alcohol
- Personal losses
- Membership Reward Programs
- Fines related to law enforcement actions (traffic and parking fines)
- Personal entertainment
- In-room or airline movies
- Pet care fees
- Fees for overweight luggage
- Personal toiletry items
- Fines, penalties or fees associated with smoking in designated smoke-free hotels or cars
- Family members and/or traveling companions

XII. ACCIDENT REPORTING

Any accident involving a rented or leased vehicle or a privately owned vehicle used in the performance of ICTC duties shall be reported as follows:

1. The driver shall notify appropriate law enforcement agencies (if required).
2. The driver shall collect information about the other parties involved, including their auto liability insurance carrier and driver's license information. If possible, the driver should take pictures of the vehicles involved.
3. The driver shall note the date, time, location of the incident, and any details relevant to the cause of the accident.
4. The driver shall notify Management as soon as feasible and provide the above information.

XIII. LOST RECEIPTS

In the event of a lost receipt, employees are responsible for obtaining a copy of the receipt from the vendor (any copy will suffice). In the few cases where a copy of a lost receipt cannot be obtained (i.e., hotel or parking), the employee must document in writing by memo, within 5 business days any circumstances beyond their control. ICTC Management staff will review and approve memos.

VI. REPORTS

- A. ICTC/LTA/IVRMA EXECUTIVE DIRECTOR REPORT
- B. SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS REPORT
- C. CALIFORNIA DEPARTMENT OF TRANSPORTATION-DISTRICT 11
- D. COMMITTEE MEMBER REPORTS



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Memorandum

Date: April 4, 2025
To: ICTC Commission Meeting
From: David Aguirre, Executive Director
Re: Executive Director's Report

The following is a summary of the Executive Director's Report for the ICTC Management Committee meeting on April 9, 2025.

- 1) **Unmet Transit Needs Hearing:** Section 99401.5 of the Public Utilities Code states that: "The Transportation Planning Agency shall hold at least one public hearing pursuant to 99238.5, for the purpose of soliciting comments on the Unmet Transit Needs that may exist within the jurisdiction." Unmet Transit Needs that are determined to be "Reasonable to Meet" by ICTC may be established by providing transit services directly, by contracting for new transit services, or the expansion of existing services. **The public hearing will take place on April 7, 2025, at 3:00 pm at ICTC's Office and the findings meeting is proposed to take place on April 28, 2025.**
- 2) **CMAQ and STBG Call for Projects:** ICTC in accordance with SCAG guidelines has implemented a call for projects for the Congestion Mitigation Air Quality (CMAQ) and Surface Transportation Block Grant (STBG). The funding years associated with this call for projects are FFY 2026-27 and FFY 2027-28. SCAG adopted the CMAQ/STBG Guidelines at its March 6, 2025, Regional Council Meeting. This item was taken to the ICTC TAC in February and was presented to the Management Committee and Commission respectively in March 2025. ICTC adopted its scoring framework at the March 2025 Commission Meeting. **The Call for Projects opened on March 31, 2025, and closes on May 16, 2025, at 5 p.m. All applications must be submitted through the [SCAG portal](#). For additional resources and complete instructions visit the ICTC website's [Doing Business with ICTC page](#).**
- 3) **Imperial County CTC Town Hall:** ICTC and the County of Imperial have been working with the California Transportation Commission (CTC) to conduct a CTC Town Hall Meeting in the Imperial County. A CTC Town Hall Meeting promotes the opportunity for Imperial County residents to communicate with the California Transportation Commission while also providing the opportunity for Imperial County local agencies to share project achievements and potential needs. The California Transportation Commission is responsible for programming and allocating funds for the construction of highway, passenger rail, transit and active transportation improvements throughout California. The Town Hall is anticipated to take place on April 24th in the city of El Centro. **More information will be shared upon further development.**
- 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 private bus companies, taxis and farm labor buses. ICTC previously received a Congestion Mitigation and Air Quality federal program fund to complete the environmental and design plans of the new Calexico ITC. The environmental and design phase has been completed. Right of Way Acquisition for the project has been completed. ICTC was awarded multiple grants to complete the required construction efforts for the project. ICTC received grant awards from

the Regional Early Action Planning (REAP) 2.0, Active Transportation Program (ATP) and Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant and Community Project Funding/Congressionally Directed Spending Programs. ICTC recently completed the construction procurement efforts, and a contract award was issued to Hazard Construction. **The project is anticipated to take a year to complete. We had a successful groundbreaking ceremony on February 28, 2025, at 11 a.m. at the project site. The Contractor has begun construction activities for the project.**

- 5) **New Border Express Route starting February 10, 2025:** Staff have coordinated the implementation of a demonstration route that will operate Monday through Friday at select times between the 3rd and Paulin Bus Stop to the Calexico East POE. This is being demonstrated in anticipation of a larger scale route associated with the upcoming transit facility that is anticipated to begin when the new East POE facility is completed. There is also an additional IVC Express Trip embedded in the new service which will help alleviate some of the congestion we see on some of our IVC Express trips. **Staff will be providing updates as it pertains to the development of the service.**
- 6) **2nd Street/Anza Road Bridge Rehabilitation Project:** ICTC is working with Caltrans to develop an approach towards proceeding with the development of the required environmental and engineering phases for the rehabilitation 2nd Street/Anza Road Bridge Project. **More information is anticipated to be shared in the coming months.**
- 7) **IVT Ride Service Modifications:** IVT Ride is a dial-a-ride service that is available to seniors (55 years of age or older) and persons with disabilities in the communities of Calexico, Heber, El Centro, Imperial and Brawley. The service primarily operates in an intracity capacity with the exception of the communities of El Centro, Imperial and Heber and the Westshores service which travels to the city of Brawley or the Coachella Valley. The Westshores service is also available to the general public. Due to continuing declining ridership on all IVT Ride services, staff are exploring the possibility of modifying the service to provide trips to the general public but still provide priority to the senior population. The possible modification would enable the service to capture additional passengers and implement a microtransit-like service in various communities. The possible modification would also require financial investment in technology and the development of a passenger web and mobile application. Staff anticipate bringing the further evaluated concept to the Management Committee and Commission in the coming months. Staff are also pursuing funding opportunities to facilitate the possible transition of the service. Staff provided the Commission with a presentation on August 28, 2024, with further details. There was consensus to proceed with the software development and hardware acquisition. This item received approval to proceed to further development by the commission. ICTC has received state funding to complete the software and hardware upgrades for the project. ICTC Staff are currently working on developing a plan to conduct outreach (including in-person presentations and surveys) to the public about possible service modifications. **ICTC is working on redeveloping the service logo, in addition to building the mobile software for anticipated use. The project is proposed to go live in July 2025.**
- 8) **Transit Comprehensive Operational Analysis:** Staff was able to secure grant funding to complete a Transit Comprehensive Operational Analysis (COA). The COA is a comprehensive evaluation of ICTC's existing transit services while also presenting evaluation findings and recommendations to further improvement of ICTC's existing public transit system. ICTC intends to evaluate all ICTC operated services in addition to incorporating an assessment of the feasibility of intercity passenger rail. Staff recently released the Request for Proposals to the public and issued a contract award in October 2024. **The analysis is anticipated to take a year to complete. The project has kicked off and outreach efforts are underway.**
- 9) **Calexico East Port of Entry Intermodal Transportation Center:** ICTC was recently awarded \$12.6 million by the California State Transportation Agency (CalSTA) through its Transit Intercity Rail Capital Program (TIRCP) to acquire, design and construct a transit facility at the Calexico East Port of Entry (POE). The goal of the Calexico East POE Intermodal Transportation Center is to create a transformative transportation hub that integrates various modes of transportation including public transit buses. The facility is anticipated to offer amenities such as shade, seating, bicycle parking, signage, and travel guidance, addressing the current lack of amenities and transportation options for pedestrians crossing the border at the Calexico East POE. Additionally, this project will bring four new zero emission vehicles to provide public transit services to the area. The project will have several phases with an estimated completion date in 2030. The Master Agreement between ICTC and Caltrans will be considered at the April 2025 Commission Meeting. **More information to come in the coming months.**

- 10) **Imperial Mexicali Binational Alliance (IMBA):** The IMBA Strategic Planning and regular meetings were held on January 9, 2025, in the City of Mexicali at the CDEM Offices. The rotation of Chair and Vice-Chair was done during the Strategic Planning Meeting. IMBA's 2025 Chair is Abel Graciano representing the Mexicali Region and Vice-Chair is David Aguirre from ICTC representing the Imperial County Region. **The next IMBA is scheduled to be held in Imperial County on May 15, 2025, at the ICTC offices.**
- 11) **Electronic Fare Payments:** ICTC is currently pursuing the implementation of an electronic fare payment system to its fixed route transit services. The system would allow all of its fixed route buses to take card payments in addition to its existing cash payment system. ICTC has received approval to utilize grant funds and intends to proceed with the development of the project. **More information to come in the coming months.**
- 12) **Reap 2.0 – Subregional Partnership Program:** ICTC was awarded a total of \$274,133 in funding from the Reap 2.0 Subregional Partnership Program to provide technical support to our local agencies with housing planning and to facilitate housing production. ICTC has notified each of our member agencies about the funding availability. Several cities have expressed interest in the funding and staff is working with each of the agencies to further evaluate their proposed projects. **Final projects have been identified and awarded by the commission. ICTC is working on next steps with the proposed agencies and SCAG. A project kickoff meeting was held with SCAG and the funding awardees.**
- 13) **Calexico Microtransit Service – Calexico On Demand:** ICTC submitted a grant application for the Clean Mobility Options (CMO) program in October of 2020. The grant application was submitted to provide a clean energy microtransit service in the city of Calexico. In early 2021, ICTC was notified of its grant award of \$1 Million to fund the pilot microtransit service. The microtransit service currently operates as an on-demand service available to provide trips to the general public within the boundaries of the city of Calexico. The award required that ICTC fund and operate the service for a minimum of 4 years. ICTC partnered with Via Transportation, an experienced transportation operator to operate the service. ICTC and Via began the development of the project including service criteria, marketing information, and operational criteria. ICTC obtained approval from the CMO program to commence the service. ICTC kicked off the service on January 9th, 2023. Further information about the service can be viewed on the website: <https://city.ridewithvia.com/calexico-ondemand>. ICTC was awarded an additional \$500,000 to be utilized for operations of the service and additional service hours through the CMO program in late 2023. ICTC was recently awarded a grant from the Low Carbon Transit Operations Program in the amount of \$520k to continue funding operations for the service. ICTC was also able to secure an additional grant through the CMO program to continue funding the service. ICTC also received an additional funding commitment to further continue the service beyond the current grant funding received.
- 14) **Active Transportation Program, Cycle 7:** The California Transportation Commission (CTC) has released the Active Transportation Program (ATP) guidelines as of March 22, 2024. Approximately \$568 Million funding will be available for fiscal years 2025/26 through 2028/29 statewide. Applications were due to CTC by June 17, 2024. Imperial County applicants were asked to submit a copy of their applications to the Imperial County Transportation Commission (ICTC). For a copy of the adopted ATP guidelines please refer to Active Transportation Program Guidelines directly at: <https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/active-transportation-program/cycle7>.

In addition, only applicants that submit applications to the statewide ATP will be eligible for Regional ATP funds. Imperial County anticipates approximately \$1.1 million in ATP Cycle 7 Regional Funds will be available for all applicants that are not successful in the statewide call. There might also be additional funding available for quick build type projects. ICTC staff have developed an ATP factsheet for reference to both funding opportunities. Also, the Regional Active Transportation Plan adopted by ICTC is a valuable resource for agencies seeking funding through ATP Cycle 7. The document outlines priorities for each jurisdiction within Imperial County and was developed with significant input from the public. This input likely reflects the needs and preferences of the local community, making it a valuable tool for agencies seeking to align their grant proposals with the region's priorities. The ATP document is on the ICTC website at https://www.imperialctc.org/assets/documents/transportation-plans-and-studies/ICTC-ATP_Final-Document_2022.02.28_Reduced-Size.pdf

ICTC received correspondence indicating five (5) applications for the Imperial County Region. Applications were submitted by the City of El Centro, Imperial County Office of Education, Heber Public Utility District, City of Calipatria and City of Holtville.

As a result of the State of California's budget deficit the ATP program overall funding was reduced significantly. Funding was anticipated to be \$568 Million overall but was ultimately reduced to approximately \$168 Million. Also, because of the budget deficit and associated cuts, the anticipated Imperial County Regional Share was reduced to approximately \$300k. The CTC has released the scoring for all submitted projects. The Imperial County Region was not awarded a statewide award; however, statewide applications will be eligible for regional share consideration. Of the five Imperial County projects, the highest scoring project was submitted by the Imperial County Office of Education. The recommendation for the award was presented to all ICTC committees and the commission in February 2025. **SCAG is scheduled to present the Regional ATP to the Regional Council for final approval on April 3, 2025. This step is crucial for formalizing the program and initiating the funding process for selected projects.**

- 15) **2024 Local Partnership Program, Cycle 5:** The Road Repair and Accountability Act of 2017 (Senate Bill 1) created the Local Partnership Program (LPP) as a program to reward and incentivize local or regional transportation agencies that have sought and received voter approval of taxes or that have imposed fees, which taxes or fees are dedicated solely for transportation improvements. The program is implemented by the California Transportation Commission (CTC). The CTC adopted the 2024 LPP Program Cycle 5 Guidelines on August 15-16, 2024. As a result of the adoption of the Cycle 5 Guidelines the Call for Projects has opened. The LPP Grant funds require a one-to-one match. The Imperial County Region's estimated allocation amount for FY 2025/26 is \$524million and \$520 million for FY2026/27 for a total of \$1,044 million. There is also a competitive program that is administered by the CTC. Guidelines for the program can be found at <https://catc.ca.gov/-/media/ctc-media/documents/programs/senate-bill-1/2-bi-4-12-draft-2024-lpp-competitive-guidelines-red-line-v8.pdf>

In the past call for projects, ICTC staff proposed options to TAC members for the distribution of the LPP funds. The distribution calculations proposed were Option 1- Population and Maintained Mileage Based Distribution and Option 2- Using a Flat Distribution in addition to Population and Maintained Mileage Distributions. The proposed distribution is similar to the Local Transportation Authority (LTA) formula distribution.

On August 22, 2024, the TAC committee members reviewed and ultimately recommend Option 2 to be forwarded to the Commission for approval and to authorize ICTC to open the Call for Projects for the Local Partnership Formulaic Program Cycle 5. On August 28, 2024, the Commission approved TACs recommendation. **The Competitive Call for Projects for the CTC opened on August 16, 2024, with a deadline of November 20, 2024, for submittal to the CTC. All agencies with the exception of the city of Westmorland were able to submit a project to the CTC for consideration. Most agency projects were approved by the CTC during the January 2025 meeting. The city of Imperial and Brawley have submitted their packages to the CTC for consideration at the March 2025 meeting. Project Allocations will take place in the coming months as needed by the cities/county.**

- 16) **Bus Stop Improvement Project:** Staff are working on developing a bus stop improvement project across multiple cities throughout the county. The project consists of installing various bus shelters and potentially other amenities. ICTC will be coordinating with the various cities to complete the development. ICTC released the Request for Proposals for design services for the project. ICTC is looking to begin design services soon and have construction take place within FY23-24/FY24-25. The contract was awarded at the April Commission meeting. ICTC has already participated in a kickoff meeting with the consultant and all of the effected agencies. The project design is ongoing and is anticipated to be completed in the next few months. ICTC obtained additional funding to incorporate additional bus stop locations. The new location designs are being incorporated into the overall project design. **The 65% percent improvement plans have been completed and were distributed to participating agencies. ICTC has received agency comments, and the comments have been forwarded to the consultant for incorporation into the project improvement plans. The improvement plans are being finalized to obtain 90% completion level.**

- 17) **Imperial County EV Charging Infrastructure Feasibility Study:** ICTC recently submitted a grant application under the Carbon Reduction Program (CRP) to prepare a Countywide EV Charging Infrastructure Feasibility Study. The project will aim to identify strategic locations within the county for EV Charging Infrastructure. Caltrans is currently developing a similar project for locations along State facilities. **Staff is currently working on the development of the Scope of Work for the project to proceed to the issuance of a Request for Proposals. Staff reviewed the proposed SOW with the ICTC TAC to obtain additional feedback. Staff is anticipating releasing the RFP in the coming weeks.**
- 18) **ICTC/IVT Operations and Maintenance Facility:** ICTC staff has engaged with the proposed property owner’s representative about ICTC’s interest in the property. ICTC has also communicated with the city of El Centro regarding action items that would need to take place to facilitate the goal of the project. ICTC has also communicated with grant agencies and our Zero Emission Bus Plan engineering consultant to develop a preliminary site plan of the proposed improvements. Next steps include executing a Letter of Intent with the property owner, continuing coordination with the city of El Centro, and to begin conducting the required environmental studies like a Phase 1 Site Assessment. ICTC will also continue to work on grant opportunities to fund the acquisition of the property. **A preliminary site plan has been prepared and was shared with the commission. ICTC was recently informed that it had received a funding commitment for the completion of the design/environmental phases of the project. ICTC is working towards completing a phase 1 site assessment for the proposed site. ICTC has obtained NEPA clearance from the FTA for the acquisition of the project. ICTC is working to finalize FTA compliance in the coming weeks. During the meeting on March 26, 2025, the Commission approved the acquisition of the property pending FTA concurrence.**
- 19) **Imperial Valley Resource Management Agency receives a Household Hazardous Waste (HHW) program award:** The HHW program provides Imperial Valley residents with the opportunity to dispose of HHW properly and free of charge. The IVRMA was notified in December that it was awarded the HHW grant for FY 2025/2026 and FY 2026/2027 in the amount of \$100,000. This is the first time that IVRMA has secured this grant. The award will allow IVRMA to continue to provide HHW services to its residents. More information regarding the HHW program, including residential drop-off locations, can be found on the website at <https://www.ivrma.org/programs/household-hazardous-waste-program>.
- 20) **Community Project Funding/Congressionally Directed Spending (CPFCDS):** ICTC recently received an award of 4.1 million dollars to be utilized towards the Calexico Intermodal Transportation Center Project. The project has already received awards from the RAISE, ATP and REAP 2.0 programs. We would like to thank our local, State and Federal Partners and Congressman Raul Ruiz for their continued support of the project, ICTC and the Imperial County. ICTC would also like to congratulate the cities of Imperial and El Centro, the County of Imperial and the Imperial Irrigation District on their awards. ICTC will continue to work with all the awardees to ensure that their projects are programmed to enable the use of the project funding. IID has completed its project with the assistance of the city of Holtville.
- 21) **Surface Transportation Block Grant Program (STBG), Carbon Reduction Program (CRP) and Congestion Mitigation and Air Quality Program (CMAQ) 2024 Call for Projects – FFY 2023-2024 to FFY 2025/2026:** The STBG, CRP and CMAQ Call for Projects began on November 9, 2023. Applications were due on Friday, January 26, 2024, at the ICTC office. All agencies were provided with guideline documentation and were encouraged to submit potential projects.

Program	Applicants	Total Value Requested by All Applicants
CMAQ	City of Imperial	\$388,000
STBG	City of Imperial, City of Brawley and City of El Centro	\$2,416,000
CRP	ICTC – City of Imperial	\$1,083,000

Due to the number of projects submitted, ICTC was able to evaluate all projects internally without utilizing the normal process which involves all cities participating in the scoring and ranking process. ICTC recommended projects to

SCAG as part of the final submittal process. SCAG recently approved the list of projects anticipated to receiving funding. The project list is as follows:

Program	Applicants	Total Value Requested by All Applicants
CMAQ	City of Imperial – Aten Blvd Sidewalk Installation Phases 1 through 3	\$388,000
STBG	City of Imperial – P Street Rehab	\$519,000
STBG	City of El Centro – S. Imperial Avenue Utility Relocations	\$520,000
STBG	City of Brawley – Western Avenue Improvements	\$599,000
CRP	ICTC – EV Charger Study	\$150,000
CRP	City of Imperial – EV Charger Installation Phases 1 and 2	\$622,000

ICTC staff will be working with local agency staff and programming all approved projects in the Federal Transportation Improvement Program (FTIP). **Several projects have already started development for use of the grant funds.**

- 22) **Calexico East Port of Entry Bridge Widening Project:** The project construction efforts are now complete, and the project is now in the closeout phase. For additional information regarding this project visit the ICTC website at: <https://www.imperialctc.org/projects/calexico-east-port-of-entry-bridge-expansion>.
- 23) **EV Charger Installation Project:** Staff are working on developing an EV charger installation project across multiple cities throughout the county. ICTC will be coordinating with the various cities to complete the development. **It is anticipated that the project will be completed by FY 24-25/25-26.**
- 24) **Forrester Road Project Study Report (PSR):** Caltrans District 11 has been working on a project report on behalf of ICTC. The PSR will analyze safety and operation improvements along Forrester Road between I-8 and SR86/SR78. Other improvements include the Westmorland bypass. A meeting to discuss the draft PSR took place at the ICTC offices on Wednesday, March 29, 2023, at 9 a.m. Further updates to the PSR are anticipated along with additional meetings to discuss the updated PSR. **The updated PSR was recently completed, and the PSR was presented to the management committee and commission in September 2024.**
- 25) **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. 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 \$1.3 million to complete the traffic study, 100% design plans, construction of the canopy, lighting related to the canopy, and traffic related improvements required by Caltrans. Border Patrol is committed to 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. CBP will be working with Caltrans to obtain environmental clearance once funding for construction is obtained. The improvement plans have been prepared in the final draft form and have been submitted to Caltrans for review.

Caltrans has provided review comments on the improvement plans. ICTC will work with the design engineer to complete the required updates. Environmental studies and Caltrans submittal are pending submittal by CBP. **ICTC’s consultant has finalized the project improvement plans and CBP will proceed with developing environmental documents and pursue funding for the construction of the facility.**

- 26) **Regional Active Transportation Program:** ICTC staff has been working with staff from the Southern California Association of Governments (SCAG) in the development of the Active Transportation Program (ATP) guidelines. The ATP is funded from various federal and state funds including the federal Transportation Alternatives Program (TAP), the Highway Safety Improvement Program (HSIP), State Highway Account, and Safe Routes to Schools (SR2S). The approved California Transportation Commission 2023 ATP (Cycle 6) program guidelines divide the funds into state and regional shares. State funds are available through a competitive application process. Applicants that are unsuccessful at the state level are considered for regional funds. Regional ATP funds are administered by the Metropolitan Planning Organizations (MPO). SCAG is Imperial County’s MPO. Per SCAG’s 2023 ATP Regional Guidelines, county transportation commissions may assign up to 20 points to each statewide project application deemed consistent and meeting eligibility requirements. ICTC staff has completed the adoption process of the scoring methodology. ICTC staff received state scoring of ATP applications from Imperial County and presented staff recommendations to TAC members on December 15, 2022. Projects are underway at various stages by the agencies. Staff recommendations were approved at the January Commission meeting. See the table below for further information.

Regional ATP Projects		
Agency	Project Name	Total ATP Funds Requested
City of Calipatria	Bonita Place Pedestrian Safety Project	\$997,000
City of El Centro	Pedestrian Improvement Project – various locations on Main Street	\$1,200,000
ICTC	Pedestrian Improvements for the Calexico Intermodal Transportation Center	\$1,073,000
TOTAL Regional ATP funds		\$3,270,000

- 27) **Orchard Road & SR115 Traffic Concept Report:** During the Commission meeting of September 2022, the Commission asked ICTC staff to follow up on the SR 115 Transportation Concept Report (TCR). ICTC staff has conducted meetings with Caltrans and County Public Works staff during the week of October 17th. ICTC staff, in partnership with County and Caltrans staff, are continuing discussions for short term options to deter trucks from using Orchard Road. The parties are also expected to discuss long-term options as well. More information will be shared as discussions continue.
- 28) **San Diego & Imperial Counties Sustainable Freight Strategy:** The study is posted to the ICTC website at: <https://www.imperialctc.org/assets/san-diego-imperial-counties-sustainable-freight-implementation-strategy-final-report-2024-02-01.pdf>
- 29) **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).
- 30) **State Legislation for Transportation Funding – SB 1 Road Maintenance and Rehabilitation Account (RMRA):** According to the California League of Cities, overall local streets and roads allocations to cities and counties from the Highway Users Tax Account (HUTA) and the Road Maintenance and Rehabilitation Account (RMRA) are projected to climb 14.8% in the current fiscal year, 2021-22, above last year, reflecting a rebound from peak impacts of the pandemic in 2020. For the budget year 2022-23, allocations are projected to grow 10.8% over the current year. This presumes that if the scheduled July 1 cost-of-living fuel tax increase is suspended, the Legislature will backfill any revenue impacts to local governments as leaders have pledged. The estimates are

based on new statewide tax revenue estimates released by the California Department of Finance with the Governor's 2022-23 Proposed Budget. The county estimates were prepared in collaboration with the California State Association of Counties.

For RMRA remittance advice by cities visit: https://www.sco.ca.gov/ard_payments_rmra_cities.html

For RMRA remittance advice by counties visit: https://www.sco.ca.gov/ard_payments_rmra_counties.html

31) Funding Opportunities:

- **LPP Cycle 5 Call-for-Projects:** LPP Cycle 5 is expected to include about \$72M/per year made up of Federal and State funding. The funding/programming years include the 25/26 and 26/27 fiscal years.
 - Schedule and major milestones can be found at: <https://catc.ca.gov/-/media/ctc-media/documents/programs/senate-bill-1/2-bi-4-12-draft-2024-lpp-competitive-guidelines-red-line-v8.pdf>
- For a complete list of California specific grant opportunities go to <https://www.grants.ca.gov/>.
 - [Fiscal Year \(FY\) 2023 through FY 2026 Bridge Investment Program, Planning and Bridge Project Grants](#)
- For a complete list of federal transportation grant opportunities go to <https://www.transportation.gov/bipartisan-infrastructure-law/key-notices-funding-opportunity>.

32) Meetings/trainings attended on behalf of ICTC Executive Director and staff:

Various project specific meetings are held throughout the month.

- March 10, 2025 – SCAG Legislative/Communications & Memberships Committee (LCMC) zoom meeting
- March 11, 2025 – Caltrans District 11- Right of Way Training at the ICTC offices
- March 12, 2025 – ICTC Management Committee Meeting at the ICTC offices
- March 12, 2025 – AB 617 Community Steering Committee Meeting via zoom meeting
- March 13, 2025 – Imperial Mexicali Binational Alliance (IMBA) Meeting at the ICTC offices
- March 13, 2025 – LTA Oversight Committee Meeting at the ICTC offices
- March 13, 2025 – State of the County Address in Holtville, CA
- March 14, 2025 – Self Help Counties Coalition (SHCC) Meeting via zoom meeting
- March 14, 2025 – SCAG Regional Council District 1 Elections at the ICTC/SCAG offices
- March 17, 2025 – Caltrans Super Staff Meeting in San Diego D11 office
- March 18, 2025 – Mobility Training / Outreach (attended by Priscilla Baca)
- March 18, 2025 – CMAQ-STBG Website Overview at the ICTC office
- March 19, 2025 – COA Flyers in Seeley and Holtville (attended by Priscilla Baca)
- March 19, 2025 – ICTC Staff Meeting
- March 19, 2025 – Ride Along- IVT Gold Line (attended by Priscilla Baca)
- March 20, 2025 – Ride Along Express Route (attended by Priscilla Baca)
- March 20, 2025 – COA Flyers to Westmorland & Calipatria (attended by Priscilla Baca)
- March 24, 2025 – Ride Along 2 North (attended by Priscilla Baca and Espy Avila)
- March 25, 2025 – Calexico Wellness Fair (attended by Priscilla Baca)
- March 26, 2025 – ICTC Commission/LTA/IVRMA Meetings at the ICTC Offices
- March 27, 2025 – ICTC Technical Advisory Committee Meeting at the ICTC offices
- April 2&3, 2025 – Government Accounting Webinar (attended by Espy Avila)
- April 3, 2025 – 2nd IV Nurturing Communities Event (attended by Gustavo Gomez)
- April 3, 2025 – Imperial County Encroachment Permit-Status Update (attended by Espy Avila)
- April 4, 2025 – Ride Along 21 IVC Express (attended by Priscilla Baca & Maria Gamez)



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

Memorandum

Date: April 9, 2025
To: ICTC Committee and Management Meeting
From: David Salgado, Government Affairs Officer (GAO)
Re: **Southern California Association of Government’s (SCAG) Report**

The following is a summary of the SCAG Executive Director’s Report and/or Federal and State Legislature Staff Report for the Imperial County Transportation Commission (ICTC) Management Committee and Regular Commission meeting for the month of APRIL 2025.

1. 2025 SCAG Scholarship Program

The 2025 SCAG Scholarship Program application process closed Friday March 21. The program, in partnership with the California Transportation Foundation, provides nine \$4,000 scholarship awards for high school or community college students from the SCAG region. Students of any field of study are invited to apply; however, preference is given to applications that demonstrate a commitment to community planning, regional planning, urban planning, civil engineering, political science, public administration, sustainable development, or other related fields.

SCAG Regional Council Member Mike Goodsell will serve on the SCAG Scholarship Committee. The committee will convene and review the top applicants to identify successful awardees. IT is anticipated the scholarships will be awarded at the

2. 2025 Regional Conference & General Assembly

Join SCAG for the 2025 Regional Conference and General Assembly, May 1-2 at the JW Marriott in Palm Desert. This year, SCAG will celebrate its 60th anniversary. SCAG has worked with the region’s leaders to plan for a brighter future for Southern California since 1965.

Attend the 2025 Regional Conference and General Assembly and join regional leaders from the public and private sectors to share best practices and lessons learned and work toward common goals. At the event, SCAG members can access all the benefits of membership while networking with panelists and SCAG staff to learn about resources and tools available to support the region’s collective success. The Regional Conference and General Assembly also offers an annual opportunity to represent local causes at the regional scale, including voting on SCAG’s new leadership and budget for the coming fiscal year.



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Program Preview Now Available

The 2025 Regional Conference and General Assembly's program of panels, discussions, and activities will feature leading thinkers and practitioners in planning and related fields from Southern California and around the nation. Event panels are already taking shape:

- **From Smart Cities to a Smart Region: Advancing Mobility Strategies and Technology Innovations** – An exploration of a holistic, regional approach to smart cities to create efficiency and deliver better services.
- **Fostering a Healthy Local Economy for All** – A look at the economic recovery toward greater resilience in the context of new population trends.
- **Strong Foundations: Housing Solutions in the Wake of Disaster** – A showcase of innovative housing and community development success stories, recognizing the heightened urgency and changing market due to Southern California wildfires.
- **Sustainable Infrastructure for Resilient Growth** – A discussion of infrastructure's role in sustainable growth, with a focus on utilities.

Register online today to join SCAG in celebrating the 60th anniversary of regional planning in Southern California while looking to the next 60 years and beyond

3. Surface Transportation Block Grant and Congestion Mitigation and Air Quality Improvement Program Call for Project Nominations Now Open

The federal fiscal year 2026-27 and federal fiscal year 2027-28 Surface Transportation Block Grant program (STBG) and Congestion Mitigation and Air Quality Improvement program (CMAQ) SCAG online application opened for all eligible applicants on March 31. This application will be available through May 16 at 5 p.m.

The call for project nominations will make available an estimated \$1.2 billion for eligible transportation projects in the SCAG region in federal fiscal year 2026-27 and federal fiscal year 2027-28.

SCAG hosted two general program workshops and co-hosted five additional county-level program workshops in March 2025 to support eligible applicants in learning about program requirements. Workshop materials are available for reference on the SCAG STBG/CMAQ webpage

Applicants should coordinate with their county transportation commissions to ensure project applications align with county priorities. Award recommendations will be presented to the SCAG Regional Council by December 2025.

These Federal Highway Administration programs fund transportation projects and programs based on unique eligibility criteria. The STBG program supports transportation projects that preserve and improve conditions and performance of highways, bridges, and public roads; pedestrian and bicycle infrastructure; and transit capital projects. The CMAQ program supports transportation projects and programs that reduce



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congestion and improve air quality for areas that do not meet the National Ambient Air Quality Standards for ozone, carbon monoxide, or particulate matter (i.e., nonattainment areas) and for former nonattainment areas that are now in compliance (i.e., maintenance areas).

4. Regional Council Adopts 2025 Federal Legislative Platform

In April, the Regional Council adopted SCAG’s 2025 Federal Legislative Platform. The 2025 platform updates the adopted 2024 platform, streamlining language and aligning with the Connect SoCal 2024 Regional Transportation Plan/Sustainable Communities strategy, newly implemented laws, and other changes to the political landscape. SCAG’s 2025 Federal Legislative Platform is available online.

5. Regional Council Approves 2025 Active Transportation Program

In April, the Regional Council approved the 2025 Regional Active Transportation Program (ATP), comprising 15 projects totaling \$35 million and 113 contingency projects totaling \$972.2 million that support walking, bicycling, and other forms of active transportation in the region. SCAG partnered with the region’s six county transportation commissions to develop the program according to the statewide 2025 ATP Guidelines and 2025 ATP Regional Guidelines, the latter of which were adopted by the Regional Council in April 2024.

At its March 6, 2025, meeting, the SCAG Transportation Committee recommended the 2025 Regional ATP for Regional Council approval. SCAG staff will now submit the 2025 Regional ATP for adoption by the California Transportation Commission on June 26, 2025. More information about the 2025 Regional ATP is available in the April staff report.

DISTRICT 11 4050 TAYLOR STREET, MS-120
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To: ICTC Commission **Date:** March 2025
From: ANN FOX
Caltrans District 11 Director
Subject: **DISTRICT DIRECTOR'S REPORT**

Informational

April 3, 2025. Imperial Valley Procurement and Resource Fair.

April 8, 2025. 1:00 – 4:00 pm. [California Mexico Border Relations Council](#) Meeting. El Centro. Will provide more information when available.

Federal Update.

Caltrans is working with US Department of Transportation including Federal Highway Administration, Federal Transit Administration, and Federal Rail Administration. As the new Administration appointees fill in, we will share information.

Please join California's Transportation Reauthorization Work Group to help us determine priorities in the next bill. More information [here](#). Sign up for biweekly updates federal-liaison@dot.ca.gov.

Projects

District 11 Truck Parking and Medium/Heavy Duty ZEV Charging Station Site Assessment. California Senate Bill 671 Clean Freight Corridor Efficiency required identification of freight corridors and the infrastructure needed to support zero-emission medium and heavy-duty vehicles. In July 2024, Caltrans a completed feasibility study that identified potential sites and conceptual plans for truck parking facilities with medium and heavy duty Zero Emission Vehicle charging stations in San Diego and Imperial counties.

Status: The Project Initiation Document (PID) is on hold. PID efforts will restart in July of this year.

Calexico East Land Port of Entry Joint Operations Systems. As the lead planning cross border planning agency, Caltrans works with ICTC and the Federal Government to improve reliability of cross border trade, reduce congestion, and reduce pollution at the

California Mexico border. This project will create a commercial vehicle appointment system at the Calexico East Port of Entry. If successful, the pilot could be scaled to other POEs and potentially implemented at both northern and southern border POEs across the United States.

Status: The Project Initiation Document (PID) is on hold. PID efforts will restart in July of this year.

Calexico West Port of Entry (POE) Travel Corridor Improvements. To improve the accessibility to Calexico West Port of Entry and mobility on city streets (including SR-111 and SR-98), Caltrans will soon complete a study with short- and long-term strategies. The short-term strategy introduces operational improvements for the new Calexico West Port of Entry (POE) focusing on channeling all southbound (SB) West POE traffic to Cesar Chavez Boulevard (Blvd) restricting entrance from the City of Calexico local street, 2nd Street (St), into the Calexico West POE. The long-term strategy proposes the realignment of 2nd Street with a 2nd Street Overcrossing bridge positioned above the existing at grade Cesar Chavez Blvd.

Status: The Project Study Report-Project Development Support to be completed by April 2025.

SR-86 and Dogwood Road Intersection Widening and Installation of Traffic Signals. Currently in design phase with a tentative updated construction start date of October 2025. Coordination with County of Imperial. Improvements are part of the mitigation measures listed under the Environmental Impact Report for the Imperial Valley Mall, the Imperial Valley Commons, and the Plaza at Imperial Valley.

SR-186 Highway Realignment and Construct New Bridge over the All-American Canal (AAC). The project will replace the existing structure crossing the AAC (carrying SR-186 traffic) with a new segmental concrete bridge, including standard 12-foot lanes, 8-foot shoulders, 6-foot sidewalks, and concrete barrier railing in each direction. Access for AAC maintenance and operation will be improved. Replacement of existing bridge structure was requested by the U.S. Bureau of Reclamation (BOR). Ongoing coordination with U.S. BOR, Imperial Irrigation District, Quechan Tribe of the Fort Yuma Indian Reservation, and International Boundary and Water Commission (IBWC).

Status: The Categorical Exclusion/Categorical Exemption (Environmental Document) was approved in January 2025. The Project Report is in circulation. The Project Report to be completed by April 2025.

SR-98 Pavement Rehabilitation. Caltrans ensures the reliability and maintenance of the State Transportation System. This is a SHOPP pavement preservation anchor asset project along SR-98 (22-lane miles). Also included in the scope of the project is lighting rehabilitation, sign panel replacement, upgrades to Americans with Disabilities Act

(ADA) curb ramps, flashing beacons, census stations, traffic signals, complete street improvements, and replacing existing safety systems.

Status: Project is in the Project Approval & Environmental Document (PA&ED) phase with scheduled completion of December 2025.

SR-86, SR-111, and SR-115 Curb Ramps & Complete Streets. Caltrans ensures the reliability and maintenance of the State Transportation System. This is a SHOPP Complete Streets anchor asset project on various routes. Proposed complete streets improvements include fixing existing sidewalk, new sidewalk, and potentially new class II bike lanes. Satellite asset improvements include ADA curb ramp upgrades, lighting systems and traffic signal upgrades, overhead sign structure rehabilitation, roadside sign panel replacements, new enhanced visibility crosswalks, and guardrail upgrades. The project also proposes additional improvements to pavement including micro-surfacing or cold-plane and overlay for the traveled way and shoulders to preserve and extend the service life of segments on the SR-115 existing roadway.

Status: Project is in the Project Approval & Environmental Document (PA&ED) phase with scheduled completion of July 2025.

Pavement Preservation. The purpose of this project is to extend the service life of the existing asphalt concrete (AC) pavement by placing a Microsurfacing seal coat. For locations that have damaged AC, the AC will be removed and replaced by a Cold Planing (grinding) operation and the placement new the AC Pavement. Other work includes re-striping, upgrading roadway signs, shoulder backing and placing rumble strips to enhance safety. Start of construction in August 2025. (11-2N178: IMP-8-PM 0/10: HM-1)

Pavement Preservation. The purpose of this project is to extend the service life of the existing asphalt concrete (AC) pavement by placing a Microsurfacing seal coat and placing a thin rubberized hot mixed (RHMA) asphalt concrete (AC) at various locations. Locations that have damaged AC, will be removed and replaced by cold planing and placing a new layer of AC. Other work includes re-striping, upgrading roadway signs, shoulder backing and placing rumble strips to enhance safety at Various Locations. Start of construction in Spring 2025 (11-2N197: IMP-111-PM 23.5/32.1: HM-1: Pavement Preservation at Various Locations).

Safety Improvement Project. The purpose of this projects is to mainly enhance safety for motorists by Installing rumble strips and pavement markings (re-stripe) to prevent run-off-the road collisions. The project is currently in construction and near completion. Status: Start of construction Spring 2025. (11-2N204: IMP-8-PM R36.4/R39.5 and SD-8-PM 2.9/11.7: HM4 Safety Project.)

Safety Improvement Project. The purpose of the project is to extend the service life of the existing asphalt concrete (AC) by placing a Microsurfacing seal coat. Other improvements include pavement marking and striping, rumble strips and shoulder backing. The project is going thru the award process and expect to be in construction in the summer of 2025. (11-2N230: IMP-86-PM 4.5/8.5 and 20.4/21.39. HM-1 Pavement Preservation).

Bridge Preservation. The purpose of this project is to repair two culvert boxes/bridges to extend their service life and to increase their service efficiency. The project is currently advertised and going thru the award process. The project is expected to be in construction in the summer of 2025. (11-2N147: IMP-111-PM 50.56/52.43. HM-3)

Safety Project. The purpose of this projects is to mainly enhance safety for motorists by Installing rumble strips and pavement markings (re-stripe) to prevent run-off-the road collision and cross over collision prevention. The project is currently going thru the award process and expect to be in construction in the summer of 2025. (11-2N226: IMP-98 PM 0/57: HM4)

Safety Project. The purpose of this projects is to mainly enhance safety for motorists by Installing rumble strips and pavement markings (re-stripe) to prevent run-off-the road collision and cross over collision prevention. Other work includes installing roadway signs. The project is currently going thru the award process and expect to be in construction in the summer of 2025. (11-2N225: IMP-78-PM 0/34 and SD-78 PM 16/95. HM4).

Pavement Preservation. The purpose of this project is extend the service life of the existing asphalt concrete (AC) by a placing a Microsurfacing seal coat and to further improve the ride quality. Other work includes placing rumble strips to prevent run-off-the road collision and cross over collision prevention and placing pavement delineation (re-stripe). The project is currently going thru the award process and expect to be in construction in the summer of 2025. (11-2N228: IMP-78-PM 0/13. HM-1)

Pavement Preservation. The purpose of this project is to improve the pavement condition and to extend the service life of the existing asphalt concrete (AC) at various ramps by placing a Microsurfacing seal coat. Other work includes shoulder backing, pavement delineation (re-striping), install roadway signs at ramps. This stand-alone ramp pavement project completes all of the remaining ramps along IMP-8. This project is currently going thru the award process and it is expected to be in construction in the summer of 2025. (11-2N176: Microsurfacing Ramps at IMP-8-PM R50.3/R96.7).

DISTRICT 11 LOCAL ASSISTANCE (DLAE) REPORT

*****GRANTS*****

Select Grant Funding Opportunities are listed below. Please click on below grant links for additional information on deadlines, qualifications, submittal information, etc.

U.S. Department of Transportation (USDOT) Grant Opportunities

The USDOT website provides a DOT Discretionary Grants Dashboard, which is a great tool that your local agency can use to find grant opportunities in various areas such as: Strengthening Mobility and Revolutionizing Transportation (SMART), Rural Opportunities to Use Transportation for Economic Success (ROUTES), and Federal Transit Administration (FTA) grant programs, just to name a few. In the link provided below, you can filter for your agency specifics to narrow down grant opportunities. Directions, deadlines, and links to apply are [HERE](#).

Bridge Investment Program (BIP)

The Bridge Investment Program is a competitive, discretionary program that focuses on existing bridges to reduce the overall number of bridges in poor condition, or in fair condition at risk of falling into poor condition.

* \$9.62 billion of funding available.

* 8/2025 is the deadline for large bridge project grant applications for Federal Fiscal Year (FFY) 2026.

* Click link [HERE](#) for further information.

Key Notices of Funding Opportunity (NOFO)

To provide stakeholders with more visibility on upcoming funding opportunities, DOT is publishing a list of anticipated dates for upcoming Notices of Funding Opportunity (NOFO) for key programs. This list is not comprehensive and will be updated periodically with additional programs and revised dates as appropriate.

Some key programs and their deadlines:

Rural and Tribal Assistance Pilot Program

This program awards grants for either the hiring of staff or the procurement of expert firms to provide financial, technical, and legal assistance with project-related planning and design phase activities.

* \$27 million of funding available.

* April 17, 2025 is deadline when application portal closes.

* Click link [HERE](#) for more information.

Safe Streets & Roads for All (SS4A)

This program Empowers tribal, local, and regional efforts to save lives and reduce serious injuries on our roadways.

* \$2 billion of funding available.

- * The FFY 2025 Notice of Funding Opportunity is expected to be released March of 2025.
- * Click link [HERE](#) for more information.

Buses and Bus Facilities Program

Funding to operate fixed route bus service to replace, rehabilitate, and purchase buses and related equipment and to construct bus-related facilities including technological changes or innovations to modify low- or no- emission vehicles or facilities.

- * \$1.5 billion in funding available.
- * Anticipated opening in Spring of 2025.
- * Click link [HERE](#) for more information.

Pilot Program for Transit Oriented Development

Funding for efforts associated with an eligible transit project for which the project sponsor will seek funding through FTA's Capital Investment Grants Program. TOD focuses growth around transit stations to create compact, mixed-use communities with easy access to jobs and services.

- * \$14 million in funding available.
- * Anticipated opening in Summer of 2025.
- * Click link [HERE](#) for more information.

Charging & Fueling Infrastructure grants

Funding to strategically deploy publicly accessible electric vehicle charging infrastructure and other alternative fueling infrastructure.

- * \$2.5 billion funding available over five years.
- * Anticipated opening in Fall of 2025.
- * Click [HERE](#) for more information.

Further NOFO grant details are available at this link – [Key Notices of Funding Opportunity | US Department of Transportation](#)

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.

<https://dot.ca.gov/programs/local-assistance/local-civil-compliance/title-vi>

Note from the Caltrans Office of the Federal Liaison:

Caltrans has received many inquiries from transportation partners regarding recent national news, actions and Executive Orders. As soon as Caltrans hears from our federal partners (e.g., Federal Highway Administration), every effort will be made to keep you informed. Caltrans will provide updates whenever more definitive federal guidance is available.

Please see the Caltrans Local Assistance Blog (LAB), which has additional resources and updates. [LocalAssistanceBlog.com](#)



CONSTRUCTION

1. SR-86 and Dogwood Road Widening and Signals
Construction Date Autumn 2025
2. I-8 and SR-111 Highway Maintenance
Beginning Dec 2024 and Summer 2025
3. SR-86, SR-111, SR-98, SR-78 Highway Maintenance
Construction starting throughout 2025
4. SR-78 Pavement Preservation
Construction starting July 2025
5. I-8 Microsurfacing at Ramps
Construction starting August 2025

STAKEHOLDER ENGAGEMENT

1. Lithium Valley Project
MOU Draft and CEC Coordination
2. Torres Martinez Desert Cahuilla Indians
Improvements at SR-86 / Black Diamond Rd
3. City of Calexico
Travel circulation improvements and PID

PROJECT DELIVERY

1. SR-186 All-American Canal Bridge
Env Document Project Report to be finalized March 2025
2. ADA Curb Ramps & Complete Streets on SR-115, 86, 111
Begin design by end of 2025
3. SR-98 Pavement Rehabilitation
Begin Design by February 2026

MAINTENANCE & TRAFFIC OPS

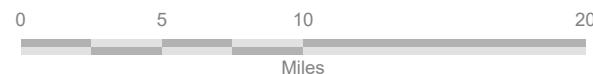
1. El Centro Traveled Way - Brush Control and Crack Sealing
2. El Centro Functional/Marking Crew - Sign maintenance and refreshing pavement markings
3. Midway Traveled Way Crew - Crack sealing and drain cleaning
4. Brawley Traveled Way Crew - Sweeping and brush control, paving
5. SR86/Customs & Border Protection Checkpoint Expansion
Awaiting ICTC/CBP electing to proceed with Environmental Process

PLANNING & LOCAL ASSISTANCE

1. Feasibility Studies: Truck Parking and ZEV Charging
Project Initiation Document to be completed June 2026
2. Calexico East Land Port of Entry Joint Operations Systems
Project Initiation Document to be completed June 2026
3. Calexico Travel Corridor Improvements



- CONSTRUCTION
- STAKEHOLDER ENGAGEMENT
- PROJECT DELIVERY
- MAINTENANCE AND TRAFFIC OPERATIONS
- PLANNING AND LOCAL ASSISTANCE



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

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

Date: 03/12/2025



DISTRICT 11 LOCAL ASSISTANCE REPORT

Area Engineer: Frank Safaie

Frank.Safaie@dot.ca.gov

City of Brawley

City of El Centro

City of Calexico

City of Holtville

City of Imperial

* ICTC TAC Attendee

Area Engineer: Alejandro Lopez-Rangel

Alejandro.Lopez-Rangel@dot.ca.gov

Imperial County Transportation Commission (ICTC)

City of Calipatria

City of Westmorland

County of Imperial

Imperial Irrigation District (IID)

* ICTC Management Committee Attendee

*****LOCAL AGENCY ITEMS*****

Inactive Projects

Per Chapter 5 of the Local Assistance Procedures Manual (LAPM), signed Master Agreement (MA), and Program Supplement Agreement (PSA), invoices shall be submitted at a minimum of every six months. Projects that have not submitted an invoice in six or more months are noted on the Inactive List (see link [HERE](#)). If a project has not submitted an invoice in eleven plus months, please work with Alma Sanchez to submit a justification and cc your Area Engineer.

Project End Date (PED)

The Project End Date (PED) is the date the local agency establishes at each project milestone phase estimating the end of a specific phase of Federally eligible participating work. No additional Federally participating costs may be incurred for the authorized phase of work after this date unless a request is submitted by the local agency to establish a new PED. Work performed after a PED expires is ineligible for reimbursement. To allow for processing, please submit a PED extension request a few months prior to expiration. For PED extension request, please see link [HERE](#). For questions, please contact your Area Engineer.

Unique Entity Identifier (UEI)

Per Federal Highway Administration (FHWA) requirements, every local agency must have a valid Unique Entity Identifier (UEI) to obligate federal funds. The UEI must be renewed every 12 months. Renewal of the UEIs is a 2-step process with FHWA & Caltrans. For UEI renewal instructions, please contact your Area Engineer.

Quality Assurance Program (QAP)

Per Chapter 16.11, a Quality Assurance Plan (QAP) ensures the materials and workmanship incorporated into each construction project conforms to the requirements of the contract

plans and specifications, including approved changes. For Federally funded construction projects, each local agency is required to adopt a QAP. No Federally funded construction authorizations will be processed without a valid QAP. QAPs are valid for five years. To renew your QAP, please contact your Area Engineer.

California Transportation Commission (CTC) Requests

The California Transportation Commission (CTC) administers funding for State programs listed below. For projects receiving State funds from these programs, Project Allocation Requests and Time Extensions Requests require CTC approval at one of their regularly scheduled meetings. See link [HERE](#) to review schedule of deadlines and prepare requests for CTC approval. Please work with your Area Engineer for CTC submittals.

State Programs administered by the CTC:

- * STIP - State Transportation Improvement Program
- * ATP - Active Transportation Program
- * LPP - Local Partnership Program
- * TCEP - Trade Corridor Enhancement Program
- * SCCP - Solutions for Congested Corridors Program

Friday, **April 25, 2025**, is the final submittal deadline for the June 26-27, 2025, CTC meeting.

*******GRANTS*******

Select Grant Funding Opportunities are listed below. Please click on below grant links for additional information on deadlines, qualifications, submittal information, etc.

U.S. Department of Transportation (USDOT) Grant Opportunities

The USDOT website provides a DOT Discretionary Grants Dashboard, which is a great tool that your local agency can use to find grant opportunities in various areas such as: Strengthening Mobility and Revolutionizing Transportation (SMART), Rural Opportunities to Use Transportation for Economic Success (ROUTES), and Federal Transit Administration (FTA) grant programs, just to name a few. In the link provided below, you can filter for your agency specifics to narrow down grant opportunities. Directions, deadlines, and links to apply are [HERE](#).

U.S. Department of Transportation (USDOT) Competitive Grants Dashboard

The DOT Competitive Grants Dashboard provides communities with an overview of competitive grant opportunities that can help meet their transportation infrastructure needs. Designed with all communities in mind, the Dashboard identifies grant programs with rural and Tribal set-asides or match waivers available. The Dashboard also includes Federal grant programs outside of DOT that may be of particular interest to [rural communities](#). The Dashboard is updated weekly. In the link provided below, you can filter for your agency

specifics to narrow down grant opportunities. Directions, deadlines, and links to apply are [HERE](#).

Bridge Investment Program (BIP)

The Bridge Investment Program is a competitive, discretionary program that focuses on existing bridges to reduce the overall number of bridges in poor condition, or in fair condition at risk of falling into poor condition.

* \$9.62 billion of funding available.

* 8/2025 is the deadline for large bridge project grant applications for Federal Fiscal Year (FFY) 2026.

* Click link [HERE](#) for further information.

Key Notices of Funding Opportunity (NOFO)

To provide stakeholders with more visibility on upcoming funding opportunities, DOT is publishing a list of anticipated dates for upcoming Notices of Funding Opportunity (NOFO) for key programs. This list is not comprehensive and will be updated periodically with additional programs and revised dates as appropriate.

Some key programs and their deadlines:

Rural and Tribal Assistance Pilot Program

This program awards grants for either the hiring of staff or the procurement of expert firms to provide financial, technical, and legal assistance with project-related planning and design phase activities.

* \$27 million of funding available.

* April 17, 2025 is deadline when application portal closes.

* Click link [HERE](#) for more information.

Safe Streets & Roads for All (SS4A)

This program Empowers tribal, local, and regional efforts to save lives and reduce serious injuries on our roadways.

* \$2 billion of funding available.

* The FFY 2025 Notice of Funding Opportunity is now open.

* Click link [HERE](#) for more information.

Buses and Bus Facilities Program

Funding to operate fixed route bus service to replace, rehabilitate, and purchase buses and related equipment and to construct bus-related facilities including technological changes or innovations to modify low- or no- emission vehicles or facilities.

* \$1.5 billion in funding available.

* Anticipated opening in Spring of 2025.

* Click link [HERE](#) for more information.

Pilot Program for Transit Oriented Development

Funding for efforts associated with an eligible transit project for which the project sponsor will seek funding through FTA's Capital Investment Grants Program. TOD focuses growth around transit stations to create compact, mixed-use communities with easy access to jobs and services.

- * \$14 million in funding available.
- * Anticipated opening in Summer of 2025.
- * Click link [HERE](#) for more information.

Charging & Fueling Infrastructure grants

Funding to strategically deploy publicly accessible electric vehicle charging infrastructure and other alternative fueling infrastructure.

- * \$2.5 billion funding available over five years.
- * Anticipated opening in Fall of 2025.
- * Click [HERE](#) for more information.

Further NOFO grant details are available at this link – [Key Notices of Funding Opportunity | US Department of Transportation](#).

Additional Grant Tool - The DOT Navigator is a resource to help communities understand how to apply for grants, and plan for and deliver transformative infrastructure projects and services. Use the search box to quickly find resources. See link [HERE](#).

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.

<https://dot.ca.gov/programs/local-assistance/local-civil-compliance/title-vi>

*******TRAININGS/WEBINARS*******

This section of the report provided training opportunities for local agencies. This section also serves as the closing remarks section of the Local Assistance Report.

* New Caltrans Federal Grants 101 Webinar Series

1. Watch [recording](#) of Session 1 (How to Create Competitive Federal Grants Applications), Password: iGhC4Sc7
2. Watch [recording](#) of Session 2 (Learn about Federal Grant Requirements and Resources), Password: tMNYMVA4
3. Watch [recording](#) of Session 3 (All about Benefit-Cost Analysis), Password: rPtJMFJ8
4. Session 4 (Post-Award: What happens now?) – TBA

Resident Engineers Academy

This practical, interactive five-day virtual academy provides core training for local/tribal resident engineers and those responsible for administering construction contracts using State and Federal funds. The upcoming RE Academy sessions is in May 12-16. Please see link [HERE](#) for more information.

National Tribal Grant Writing Workshop (NTGWW)

This comprehensive 3-day event is designed to equip transportation professionals, tribal planners, transit managers, public works managers, grant writers, and funding coordinators with the skills and knowledge necessary to craft competitive, compelling and successful grant proposals. The workshop is from August 18-20, 2025. Deadline to apply is 7/27/2025. Please see link [HERE](#) for more information.

Caltrans Federal Affairs Update

This Federal update provides Hot topics, trainings, resources, grants/NOFOs, etc. Please see link [HERE](#) for more information.

Caltrans Local Assistance Trainings & Resources

The Caltrans Local Assistance website is a great place for Tribal resources, RE Academy videos, various Federal trainings, California Transportation Commission related links, etc. Please see link [HERE](#) for additional information.

Note from the Caltrans Office of the Federal Liaison:

We have received a lot of inquiries from our transportation partners regarding recent news, actions and executive orders coming from the Trump Administration. At this point in time, the situation is extremely fluid. As things settle down and we hear from our federal partners (Federal Highway Administration, Federal Transit Administration, Federal Rail Administration, etc.), Caltrans will do its best to keep you all in the loop. We will provide updates when we get more definitive guidance from our federal partners.

Please see the Caltrans Local Assistance Blog (LAB), which has additional resources and updates. [LocalAssistanceBlog.com](#)

VII. ACTION CALENDAR

VII. ACTION CALENDAR

- A. Approval of Master Agreement between the Imperial County Transportation Commission (ICTC) and the California Department of Transportation (Caltrans) – Transit Intercity Rail Capital Program – Calexico East Intermodal Transportation Center

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

1. Approve the attached resolution authorizing the Executive Director or his designee to execute the Master Agreement and to take any actions necessary on behalf of the ICTC for use of TIRCP Funds.
2. Authorize the Executive Director or his designee to execute the Master Agreement between ICTC and Caltrans for use of TIRCP funds.



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

April 4, 2025

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

SUBJECT: Approval of Master Agreement between the Imperial County Transportation Commission (ICTC) and the California Department of Transportation (Caltrans) – Transit Intercity Rail Capital Program – Calexico East Intermodal Transportation Center

Dear Committee Members:

In July 2024, ICTC submitted a grant application to the California State Transportation Agency (CalSTA) through the Transit and Intercity Rail Capital Program (TIRCP) to fund the development and construction of the Calexico East Port of Entry Intermodal Transportation Center (Calexico East ITC). The project consisted of the acquisition of real property to construct the new intermodal facility, completion of environmental and engineering design services for the facility, the construction of the facility and acquisition of four zero emission vans to operate a new service between the new Calexico East ITC and the downtown Calexico ITC. The project has been incorporated into various Imperial County planning efforts including but not limited to the Southern California Association of Governments (SCAG) 2020-2045 Regional Transportation Plan (Connect SoCal), 2021 California-Baja California Border Master Plan and the Imperial County Long Range Transportation Plan.

The Calexico East ITC is anticipated to have several amenities aimed at providing relief from the extreme summer heat and a safer traveling experience for pedestrians utilizing the Calexico East Port of Entry (POE). The facility is anticipated to have shaded bus bays and common areas, a designated pickup areas for secondary transportation options, electric vehicle charging stations, support infrastructure for active transportation, lighting, security infrastructure, pedestrian seating and ADA infrastructure to name a few. The project will also facilitate the operation of a new transit service utilizing zero emission vans between the new Calexico East ITC and the downtown Calexico ITC.

It is anticipated that the new facility will further encourage the use of public transportation between the Calexico East and Calexico West Port of Entry's while also further reducing GHG Emissions and improving air quality for the residents of the Imperial County.

In October 2024, ICTC was informed that it was awarded \$12,600,000 through the TIRCP program to complete the full application scope of work associated with the development of the Calexico East ITC. ICTC has been working closely with Caltrans staff to complete various administrative efforts associated with the project.

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

Amongst the required administrative actions, ICTC is required to enter into a Master Agreement with Caltrans for the use of TIRCP funds. Upon execution of the Master Agreement, ICTC will have the opportunity to required administrative actions and to pursue the completion of the various phases of the project.

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

1. Approve the attached resolution authorizing the Executive Director or his designee to execute the Master Agreement and to take any actions necessary on behalf of the ICTC for use of TIRCP Funds.
2. Authorize the Executive Director or his designee to execute the Master Agreement between ICTC and Caltrans for use of TIRCP funds.

Sincerely,



DAVID AGUIRRE
Executive Director

RESOLUTION # _____

**AUTHORIZATION FOR THE EXECUTION OF THE
MASTER AGREEMENT AND PROGRAM SUPPLEMENT WITH THE CALIFORNIA
DEPARTMENT OF TRANSPORTATION FOR THE PURPOSE OF RECEIVING
STATE TRANSIT AND INTERCITY RAIL CAPITAL PROGRAM FUNDS**

WHEREAS, in October 2024, the California State Transportation Agency (CalSTA) Programmed \$12,600,000 in Transit and Intercity Rail Capital Program (TIRCP) funds to the Imperial County Transportation Commission for the Connecting Vulnerable Communities: Calexico East Port of Entry Intermodal Transportation Center and System Improvement project; and,

WHEREAS, the Project award authorized by CalSTA consisted of \$1,500,000 in TIRCP funding for Right-of-Way Acquisition, \$700,000 for PS&E, \$10,000,000 for Construction and \$400,000 for the purchase of four Zero Emission Vehicles; and

WHEREAS, the statues related to TIRCP-funded transit projects require a local agency to execute an agreement with the State of California through the California Department of Transportation (Caltrans) before it can be reimbursed for project expenditures; and

WHEREAS, Caltrans uses Master Agreements for TIRCP-funded transit projects, along with associated Program Supplements, for the purpose of administering and reimbursing State transit funds to local agencies; and

WHEREAS, Caltrans has requested a resolution from the governing board of ICTC authorizing execution of these agreements; and

WHEREAS, the Imperial County Transportation Commission (ICTC) wishes to delegate authorization to execute these documents and any amendments thereto to the Executive Director or designee.

NOW, THEREFORE, BE IT RESOLVED that ICTC agrees to comply with all the conditions and requirements set forth in the Master Agreement and applicable statues, regulations, and guidelines for TIRCP-funded projects.

NOW THEREFORE, BE IT FURTHER RESOLVED that the ICTC Board authorizes the executive director or designee, to execute the Master Agreement, all Program Supplements, and any amendments thereto, with the California Department of Transportation, for the projected funding through the Transit and Intercity Rail Capital program, and be it further

PASSED AND ADOPTED at a regular meeting of the Imperial County Transportation Commission held on _____.

By: _____
Chairman

ATTEST:

By: _____

CRISTI LERMA
Secretary to the Commission

California State Transportation Agency
Transit and Intercity Rail Capital Program

Grant Recipient:

Imperial County Transportation Commission

CalSTA Transit and Intercity Rail Capital Program Administered by:

California Department of Transportation
Division of Local Assistance
1120 N Street, Room 3300
P.O. Box 942874, MS-39
Sacramento, California 94274-0001

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**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

Effective Date of this Agreement: June 1, 2025 or upon final signature,
whichever is later

Termination Date of this Agreement: May 31, 2035

Recipient: Imperial County Transportation Commission
(ICTC)

Application Funding: The Greenhouse Gas Reduction Fund, Senate
Bill 1 Fund, and General Fund are the
applicable funding sources covered by this
Agreement and will be identified in each
specific Program Supplement, adopting the
terms of this Agreement.

RECITALS

1. WHEREAS, The Global Warming Solutions Act of 2006, codified at Cal. Health & Safety C. § 38500 et seq. (the "Act") (Assembly Bill [AB] 32, Nunez, Chapter 488) created a comprehensive program to reduce greenhouse gas emissions in California. The Act required California to reduce greenhouse gases to 1990 levels by 2020, and to maintain and continue reductions beyond 2020. In March 2012, Governor Brown signed Executive Order B-16-2012 affirming a long-range climate goal for California to reduce greenhouse gases from the transportation sector to 80 percent below 1990 levels by 2050.

2. WHEREAS, the Cap-and-Trade Program is a key element in California's climate plan. It creates a limit on the emissions from sources responsible for 85 percent of California's greenhouse gas emissions, establishes the price signal needed to drive long-term investment in cleaner fuels and more efficient use of energy, and gives covered entities flexibility to implement the lowest-cost options to reduce greenhouse gas emissions.

3. WHEREAS, in 2012, the Legislature passed and Governor Brown signed into law three bills, AB 1532 (Pérez, Chapter 807, Statutes of 2012), Senate Bill (SB) 535 (De León, Chapter 830, Statutes of 2012), and SB 1018 (Budget and Fiscal Review Committee, Chapter 39, Statutes of 2012), that established the Greenhouse Gas Reduction Fund (GGRF) to receive proceeds from the distribution of allowances via auction and provided the framework for how those auction proceeds will be appropriated and expended. These statutes require that expenditures from the

GGRF be used to facilitate the achievement of greenhouse gas emission reductions and further the purposes of the Act.

4. WHEREAS, in 2017, the Legislature passed and Governor Brown signed into law the Road Repair and Accountability Act of 2017 SB 1, which directed additional funding to the Transit and Intercity Rail Capital Program (TIRCP).

5. WHEREAS, TIRCP is funded pursuant to Public Resources Code section 75220 et seq. and Health and Safety Code section 39719 et seq.

6. WHEREAS, as directed by Cal. Pub. Resources C. sections 75223, 75224, CalSTA has established and updated TIRCP Program Guidelines that describe the policy, standards, criteria, and procedures for the development, adoption and management of the TIRCP Program.

7. WHEREAS, Recipient submitted an application, been evaluated and selected by CalSTA in accordance with the TIRCP Program Guidelines.

8. WHEREAS, on August 17, 2015, CalSTA delegated the administration of the TIRCP Program to the Department pursuant to the TIRCP Program Guidelines and the Department's policies and procedures for the administration of similar grant programs.

9. NOW THEREFORE, in consideration of the recitals and the rights, duties and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

10. This Agreement, entered into effective as of the date set forth above, is between the signatory public entity identified hereinabove, (hereinafter referred to as Recipient), and the STATE OF CALIFORNIA, acting by and through the California Department of Transportation (hereinafter referred to as DEPARTMENT), and subject to the approval of the California State Transportation Agency (CalSTA).

ARTICLE I - DEFINITIONS

The terms defined in this Article I shall for all purposes of this Agreement have the meanings specified herein.

1.1 "Act" refers to the Global Warming Solutions Act of 2006 (the "Act") (Assembly Bill [AB] 32, Nunez, Chapter 488) codified at Cal. Health & Safety C. §§ 38500 et seq.

1.2 “Agreement” shall mean this Agreement, inclusive of all appendices and Program Supplements, whereby the Department, on behalf of CalSTA, and pursuant to the Act and as set forth herein, administers the TIRCP Program.

1.3 “Award Agreement” shall mean a project-specific subcontract to this agreement executed following Project award and may include Project specific information, expected outcomes, and deliverables.

1.4 “California Department of Transportation” or “Caltrans” or “Department” or “State” means the State of California, acting by and through its Department of Transportation of the State of the State of California, and any entity succeeding to the powers, authorities and responsibilities of the Department invoked by or under this Agreement or the Program Supplements.

1.5 “California Transportation Commission” or “CTC” shall refer to the commission established in 1978 by Assembly Bill 402 (Chapter 1106, Statutes of 1977).

1.6 “Effective Date” means the date set forth on page 4 of this Agreement.

1.7 “Greenhouse Gas Reduction Funds” or “GGRF” shall mean the funds subject to Chapter 26, Statutes of 2014, authorizing the State to fund capital improvements and operational investments for California’s transit systems and intercity, commuter, and urban rail systems.

1.8 “Senate Bill 1” or “SB 1” shall mean the funds subject to Chapter 5, Statutes of 2017, authorizing the State to fund capital improvements and investments for California’s transit systems and intercity, commuter, and urban rail systems.

1.9 “General Fund” shall mean the funds subject to Chapters 21, 69, and 240, Statutes of 2021, authorizing the State to fund capital improvements and investments for California’s transit systems and intercity, commuter, and urban rail systems.

1.10 “Overall Funding Plan” has the meaning set forth in Article II, Section 2(A)(5)(c).

1.11 “Program Guidelines” shall mean the policy, standards, criteria, and procedures for the development, adoption and management of the TIRCP Projects established by CalSTA and provided in Appendix A.

1.12 “Program Supplement” shall mean a project-specific subcontract to this Agreement that is executed following a CTC approved action and includes all Project specific information needed to encumber funding and shall include

expected outcomes and deliverables. Also referred to as Project Supplement Agreement.

1.13 “Program Supplement Last Expenditure Date” and refers to the last date for Recipient to incur valid Project costs or credits.

1.14 “Program Supplement Termination” shall occur when the Recipient’s obligations have been fully performed as set forth in Article II, Section 2D and Article III, Section 3(C)(2) or when terminated by convenience as set forth in Article III, Section 3(C)(1).

1.15 “Project” shall mean the project identified in Recipient’s application.

1.16 “Project Closeout Report” shall have the meaning set forth in Article II, Section 3(B).

1.17 “Project Financial Plan” shall have the meaning set forth in Article II, Section 2(A)(5)(d).

1.18 “Progress Payment Invoice” shall have the meaning set forth in Article II, Section 3A.

1.19 “Project Schedule” has the meaning set forth in Article II, Section 2(A)(5)(b).

1.20 “Scope of Work” has the meaning set forth in Article II, Section 2(A)(5)(a).

1.21 “Secretary” shall mean the Secretary of the California State Transportation Agency (CalSTA). Unless the context otherwise requires, any reference to the Secretary includes CalSTA and its officers and employees.

1.22 “State” shall mean the State of California.

1.23 “TIRCP Projects” shall mean projects that are selected and funded pursuant to the Transit and Intercity Rail Capital Program.

ARTICLE II – TIRCP PROJECTS AND ADMINISTRATION

Section 1. TIRCP Projects and Project Management

1. TIRCP Projects, pursuant to the Act, are established by CalSTA in accordance with the TIRCP Program Guidelines. Under delegation from CalSTA, the Department will administer the TIRCP Program in accordance with the TIRCP Program Guidelines and best management practices identified in the administration of similar Department grant programs.

2. By this reference, TIRCP Program Guidelines are made an express part of this Agreement and shall apply to each TIRCP Program funded Project as may be amended or updated. Recipient will cause its specific TIRCP mandated Resolution to be attached as part of any TIRCP funded Program Supplement as a condition precedent to the acceptance of GGRF, SB 1, and/or General Funds (upon availability and allocation), for such project.

3. All inquiries during the term of this Agreement and any applicable Program Supplement will be directed to the project representatives identified below:

State's Project Administrator:	Recipient's Project Administrator:
Department of Transportation	Imperial County Transportation Commission
Ezequiel Castro	David Aguirre
Branch Chief,	Executive Director
Division of Local Assistance	760-592-4494
Phone: [(916) 201-3906]	davidaguirre@imperialctc.org
Email: [Ezequiel.Castro@dot.ca.gov]	

Section 2. Program Supplement

A. General

1. This Agreement shall have no force and effect with respect to the Project unless and until a separate Project specific program supplement hereinafter referred to as "Program Supplement," adopting all of the terms and conditions of this Agreement has been fully executed by both State and Recipient.

2. Recipient agrees to complete the defined scope of work for the Project, described in the Program Supplement adopting all of the terms and conditions of this Agreement.

3. A financial commitment of actual funds will only occur in each detailed and separate Program Supplement. No funds are obligated by the prior execution of this Agreement alone.

4. Recipient further agrees, as a condition to the release and payment of the funds encumbered for the scope of work described in each Program Supplement, to comply with the terms and conditions of this Agreement and all the agreed-upon special covenants and conditions attached to or made a part of the Program Supplement identifying and defining the nature of that specific scope of work.

5. The Program Supplement shall include a detailed scope of work, which shall include but not be limited to, a Project Description, a Project Schedule, an Overall Funding Plan, and a Project Financial Plan as required in the TIRCP Program Guidelines.

a. The Scope of Work shall include a detailed description of the Project and will itemize the major tasks and their estimated costs.

b. The Project Schedule shall include major tasks and/or milestones and their associated beginning and ending dates and duration.

c. The Overall Funding Plan shall itemize the various Project Components, the committed funding program(s) or source(s), and the matching funds to be provided by Recipient and/or other funding sources, if any [these Components include Environmental and Permits; Plans, Specifications and Estimates (PS&E); Right-of-Way (ROW); and Construction (including transit vehicle acquisition)].

d. The Project Financial Plan shall identify estimated expenditures for the Project Component by funding source, provided that for the purposes of this Agreement the State is only monitoring compliance for expenditures for the TIRCP, including but not limited to GGRF, SB 1 and/or General Funds allocated for the Project Component.

6. Adoption and execution of the Program Supplement by Recipient and State, incorporating the terms and conditions of this Agreement into the Program Supplement as though fully set forth therein, shall be sufficient to bind Recipient to these terms and conditions when performing the Project. Unless otherwise expressly delegated to a third-party in a resolution by Recipient's governing body, which delegation must be expressly assented to and concurred in by State, the Program Supplement shall be managed by Recipient.

7. The estimated cost and scope of the Project will be as described in the applicable Program Supplement. The State shall not participate in any funding for the Project beyond those amounts actually encumbered by the STATE as evidenced in the applicable Program Supplement unless the appropriate steps are followed and approval is granted by the CTC as described below.

8. Upon the stated expiration date of this Agreement, any Program Supplement executed under this Agreement for the Project with obligations yet to be completed pursuant to the approved Project Schedule, deliverables, and reporting requirements shall be deemed to extend the term of this Agreement only to conform to the specific Project termination or completion date, including completion of deliverables and reporting requirements, contemplated by the

applicable Program Supplement to allow that uncompleted Project to be administered under the extended terms and conditions of this Agreement.

9. Total project cost includes the cost of a project for all phases (Plans, Specifications, and Estimates (PS&E), Project Approval and Environmental Document (PA&ED) Right-of-Way (ROW), and Construction (CON) including rolling stock) of a Project from start to finish.

B. *Project Overrun*

1. If Recipient or the State determine, at any time during the performance of the Project, that the Project budget may be exceeded, Recipient shall take the following steps:

a. Notify the designated State representative of the nature and projected extent of the overrun and, within a reasonable period thereafter, identify and quantify potential cost savings or other measures which Recipient will institute to bring the Project Budget into balance; and

b. Identify the source of additional Recipient or other third-party funds that can be made available to complete Project. Recipient agrees that the allocation of the GGRF, SB 1 and/or General Funds is subject to the allocation proposed by the CalSTA, submitted by the State, and approved by the CTC.

C. *Cost Savings and Project Completion*

1. Recipient is encouraged to evaluate design and construction alternatives that would mitigate the costs of delivering the commitments for the Project. Recipient shall take all steps necessary on a commercially reasonable basis that would generally be taken in accordance with best management practices. In determining cost savings, the Parties shall take into account all avoided costs, including avoided design, material, equipment, labor, construction, testing, acceptance and overhead costs and avoided costs due to time savings, and all the savings in financing costs associated with such avoided costs.

2. If there is an identification and implementation of any CalSTA approved alternative resulting in reduction of the Project costs, the parties agree that the recipient shall provide a prorated share of Project or TIRCP funded Project component cost savings based on the overall project match to the Department no later than 30 days after the submission of the final invoice. Subject to CalSTA's approval, savings may be used towards another project component or towards increasing project benefits that are consistent with the original project award while maintaining the overall project match referenced in the project award and program supplements.

3. Program supplements will indicate the Project or Component proration of funding match.

4. The Recipient agrees to complete the Project and accepts sole responsibility for the payment of any cost increases. If either the Project or the funded components are not completed, the Recipient shall bear the burden of full TIRCP funds reimbursement to the Department.

D. Scope of Work

1. Recipient shall be responsible for complete performance of the work described in the approved Program Supplement for the Project related to the commitment of encumbered funds. All work shall be accomplished in accordance with the applicable provisions of the Act, Public Utilities Code, the Streets and Highways Code, the Government Code, and other applicable statutes and regulations.

2. Recipient acknowledges and agrees that Recipient is the sole control and manager of the Project and its subsequent employment, operation, repair and maintenance for the benefit of the public. Recipient shall be solely responsible for complying with the funding and use restrictions established by (a) the statutes from which the GGRF, SB1, and General Funds are derived, (b) the CTC, (c) the State Treasurer, (d) the Internal Revenue Service, (e) the applicable Program Supplement, and (f) this Agreement.

3. Recipient acknowledges and agrees that the Recipient is responsible for complying with all reporting requirements established by the TIRCP Guidelines and California Air Resource Board (CARB) Funding Guidelines.

E. Program Supplement Amendments

Program Supplement amendments will be required whenever there are CalSTA or CTC approved actions, including but not limited to, Financial Allocations, Financial Allocation Amendments, Time Extensions and Technical Corrections. These changes shall be mutually binding upon the Parties only following the execution of a Program Supplement amendment.

Section 3. Allowable Costs and Payments

A. Allowable Costs and Progress Payment Invoice

1. Not more frequently than once a month, Recipient will prepare and submit to State signed Progress Payment Invoice for actual Project costs incurred and paid for by Recipient consistent with the allocation and Scope of Work document in the Program Supplement and State shall pay those uncontested allowable

costs once the invoice is reviewed and approved by the Department, subject to CalSTA's approval. If no costs were incurred during any given quarter, Recipient is exempt from submitting a signed Progress Payment Invoice.

2. State shall not be required to reimburse more funds, cumulatively, per quarter of any fiscal year greater than the sums identified and included in the Project Financial Plan. The State shall hold the right to determine reimbursement availability based on an approved expenditure plan and TIRCP anticipated or actual funding capacity. Each such invoice will report the total of Project expenditures from GGRF, SB 1 and/or General Funds (including those of Recipient and third parties) and will specify the percent of State reimbursement requested and the GGRF, SB 1 and/or General Funds source.

B. *Final Invoice*

The Program Supplement Last Expenditure Dates(s) refer to the last date for Recipient to incur valid Project costs or credits. Recipient has one hundred and eighty (180) days after that Last Expenditure Date to make already incurred final allowable payments to Project contractors or vendors, prepare the Project Closeout Report, and submit the final invoice to State for reimbursement of allowable Project costs before those remaining State funds are unencumbered and those funds are reverted as no longer available to pay any Project costs. Recipient expressly waives any right to allowable reimbursements from State pursuant to this Agreement for costs incurred after that termination date and for costs invoiced to Recipient for payment after that one hundred and eightieth (180th) day following the Project Last Expenditure Date.

ARTICLE III – GENERAL PROVISIONS

Section 1. Funding

1. Recipient agrees to contribute at least the statutorily or other required local contribution of matching funds (other than State or federal funds), if any is specified within the Program Supplement or any appendices thereto, toward the actual cost of the Project or the amount, if any, specified in any executed SB 2800 (Streets and Highways Code Section 164.53) Agreement for local match fund credit, whichever is greater. Recipient shall contribute not less than its required match amount toward the Project cost in accordance with a schedule of payments as shown in the Project Financial Plan prepared by Recipient and approved by State as part of a Program Supplement.

Section 2. Audits and Reports

A. *Cost Principles*

1. Recipient agrees to comply with Title 2 Code of Federal Regulations 200 (2 CFR 200) Uniform Administrative Requirements, Cost Principles for State and Local Government, and Audit Requirements for Federal Awards.
2. Recipient agrees, and will assure that its contractors and subcontractors will be obligated to follow 2 CFR 200 and which shall be used to determine the allowability of individual Project cost items. Every sub-recipient receiving Project funds as a contractor or sub-contractor under this Agreement shall comply with 2 CFR 200.
3. Any Project costs for which Recipient has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR 200, are subject to repayment by Recipient to State. Should Recipient fail to reimburse moneys due State within thirty (30) days of demand, or within such other period as may be agreed in writing between the Parties hereto, State is authorized to intercept and withhold future payments due to Recipient from State or any third-party source whose funding passes through the State, including but not limited to, the State Treasurer, the State Controller and the CTC.
4. The State may terminate the grant for any reason at any time if it is determined by the State, based on an audit under this section, that there has been a violation of any State or federal law or policy by the Recipient during performance under this or any other grant agreement or contract entered into with the State. If the grant is terminated under this section, the Recipient may be required to fully or partially repay funds.

B. *Record Retention*

1. Recipient agrees, and will assure that its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line item for the Project. The accounting system of Recipient, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of Recipient, its contractors and subcontractors connected with Project performance under this Agreement and each Program Supplement shall be maintained for a minimum of three (3) years from the date of final payment to Recipient under a Program Supplement and shall be held open to inspection, copying, and audit by representatives of State, the California State Auditor, and auditors representing

the federal government. Copies thereof will be furnished by Recipient, its contractors, and subcontractors upon receipt of any request made by State or its agents. In conducting an audit of the costs and match credits claimed under this Agreement, State will rely to the maximum extent possible on any prior audit of Recipient pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by Recipient's external and internal auditors may be relied upon and used by State when planning and conducting additional audits.

2. For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of Recipient's contracts with third parties pursuant to Government Code section 8546.7, Recipient, Recipient's contractors and subcontractors, and State shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such Agreement and Program Supplement materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to Recipient under any Program Supplement. State, the California State Auditor, or any duly authorized representative of State or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to the Project for audits, examinations, excerpts, and transactions, and Recipient shall furnish copies thereof if requested.

3. Recipient, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by State, for the purpose of any investigation to ascertain compliance with this Agreement and the Act.

C. *Reporting Requirements*

1. Reporting requirements of Recipient will include whether reported implementation activities are within the scope of the Project Program Supplement and in compliance with State laws, regulations, and administrative requirements.

2. TIRCP Progress Reporting shall be no more frequently than monthly and no less frequently than quarterly at the discretion of the State and shall generally include the following information;

a. Activities and progress made towards implementation of the project during the reporting period and activities anticipated to take place in the next reporting period;

b. Identification of whether the Project is proceeding on schedule and within budget;

c. Identification of whether the Project Deliverables are proceeding on schedule.

d. Identification of changes to the Project funding plan, milestone schedule, or deliverables completion date;

e. Any actual or anticipated problems which could lead to delays in schedule, increased costs or other difficulties for either the Project or other State funded projects impacted by the Project's scope of work and the efforts or activities being undertaken to minimize impacts to schedule, cost, or deliverables;

3. CARB Reporting shall be no more frequently than monthly and no less frequently than semiannually at the discretion of CARB and shall include the following information (subject to modification by CARB);

a. Identify metrics and benefits achieved for disadvantaged communities, low income communities, and/or low-income households;

b. continued reporting following project implementation to identify benefits achieved.

c. Any and all other requirements instituted by CARB.

4. Within one year of the Project or reportable Project components becoming operable, the implementing agency must provide a final delivery report including at a minimum:

a. Scope of completed Project as compared to Programmed Project;

b. Performance outcomes derived from the project as compared to outcomes described in the Project application and shall include but not be limited to before and after measurements and estimates for ridership, service levels, greenhouse gas reductions, updated estimated greenhouse gas reductions over the life of the project, benefits to disadvantaged communities, low income communities, and/or low income households, and project co-benefits as well as an explanation of the methodology used to quantify the benefits.

c. Before and after photos documenting the project

d. The final costs as compared to the approved project budget by component and fund type, and an estimate of the TIRCP funds spent to benefit disadvantaged communities, low-income communities, and/or low-income households, and

e. The project duration as compared to the project schedule in the project application.

Section 3. Special Requirements

A. California Transportation Commission Resolutions

1. Recipient shall adhere to applicable CTC policies on “Timely Use of Funds” as stated in Resolution G-06-04, adopted April 26, 2006, addressing the expenditure and reimbursement of GGRF, SB 1 and/or General Funds. These resolutions, and/or successor resolutions in place at the time a Program Supplement is executed, shall be applicable to GGRF, SB 1 and/or General Funds, respectively.

2. Recipient shall be bound to the terms and conditions of this Agreement, the Project application contained in the Program Supplement (as applicable); and CTC Resolutions G-06-04, G-09-11 and/or their respective successors in place at the time the Program Supplement is signed (as applicable) and all restrictions, rights, duties and obligations established therein on behalf of State and CTC shall accrue to the benefit of the CTC and shall thereafter be subject to any necessary enforcement action by CTC or State. All terms and conditions stated in the aforesaid CTC Resolutions and CTC-approved Guidelines in place at the time the Program Supplement is signed (if applicable) shall also be considered to be binding provisions of this Agreement.

3. Recipient shall conform to any and all permit and mitigation duties associated with Project as well as all environmental obligations established in CTC Resolution G-91-2 and/or its successors in place at the time a Program Supplement is signed, as applicable, at the expense of Recipient and/or the responsible party and without any further financial contributions or obligations on the part of State unless a separate Program Supplement expressly provides funding for the specific purpose of hazardous materials remediation.

B. Recipient Resolution

1. Recipient has executed this Agreement pursuant to the authorizing Recipient resolution, attached as Appendix B to this Agreement, which empowers Recipient to enter into this Agreement and which may also empower Recipient to enter into all subsequent Program Supplements adopting the provisions of this Agreement.

2. If Recipient or State determines that a separate Resolution is needed for each Program Supplement, Recipient will provide information as to who the authorized designee is to act on behalf of the Recipient to bind Recipient with regard to the terms and conditions of any said Program Supplement or amendment and will provide a copy of that additional Resolution to State with the Program Supplement or any amendment to that document.

C. Termination

1. Termination Convenience by State

a. State reserves the right to terminate funding for any Program Supplement, subject to CalSTA approval, upon written notice to Recipient in the event that Recipient fails to proceed with Project work in accordance with the Program Supplement, or otherwise violates the conditions of this Agreement and/or the Program Supplement or the funding allocation such that substantial performance is significantly endangered.

b. No such termination shall become effective if, within thirty (30) days after receipt of a notice of termination, Recipient either cures the default involved or, if not reasonably susceptible of cure within said thirty (30)-day period, Recipient proceeds thereafter to complete the cure in a manner and time line acceptable to State. Any such termination shall be accomplished by delivery to Recipient of a notice of termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this Agreement is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, Recipient and State shall meet to attempt to resolve any dispute.

c. Following a fund encumbrance made pursuant to a Program Supplement, if Recipient fails to expend GGRF, SB 1, and/or General Funds monies within the time allowed specified in the Program Supplement, those funds may revert, and be deemed withdrawn and will no longer be available to reimburse Project work unless those funds are specifically made available beyond the end of that Fiscal Year through re-appropriation or other equivalent action of the Legislature and written notice of that action is provided to Recipient by State.

d. In the event State terminates a Program Supplement for convenience and not for a default on the part of Recipient as is contemplated in this section, Recipient shall be reimbursed its authorized costs up to State's proportionate and maximum share of allowable Project costs incurred to the date of Recipient's receipt of that notice of termination, including any unavoidable costs reasonably and necessarily incurred up to and following that termination

date by Recipient to effect such termination following receipt of that termination notice.

2. Termination After Recipient's Obligations Fully Performed

Following project completion, and all obligations as defined in the TIRCP Guidelines, CARB Guidelines, and Program Supplement are fully performed, including Project completion of all deliverables and reporting, the Program Supplement shall be terminated. If the Project obligations are not fully performed, as defined under this section, the Recipient may be required to fully or partially repay funds.

D. *Third Party Contracting*

1. Recipient shall not award a construction contract over \$10,000 or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this Agreement without the prior written approval of State. Contracts awarded by Recipient, if intended as local match credit, must meet the requirements set forth in this Agreement regarding local match funds.

2. Any subcontract entered into by Recipient as a result of this Agreement shall contain the provisions of ARTICLE III – GENERAL PROVISIONS, Section 2. Audits and Reports and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as Project costs only after those costs are incurred and paid for by the subcontractors.

3. In addition to the above, the preaward requirements of third-party contractor/consultants with local transit agencies should be consistent with Local Program Procedures (LPP-00-05).

E. *Change in Funds and Terms/Amendments*

This Agreement and the resultant Program Supplements may be modified, altered, or revised only with the joint written consent of Recipient and State.

F. *Project Ownership*

1. Unless expressly provided to the contrary in a Program Supplement, subject to the terms and provisions of this Agreement, Recipient, or a designated subrecipient acceptable to State, as applicable, shall be the sole owner of all improvements and property included in the Project constructed, installed or acquired by Recipient or subrecipient with funding provided to Recipient under this Agreement. Recipient, or subrecipient, as applicable, is obligated to

continue operation and maintenance of the physical aspects of the Project dedicated to the public transportation purposes for which Project was initially approved unless Recipient, or subrecipient, as applicable, ceases ownership of such Project property; ceases to utilize the Project property for the intended public transportation purposes; or sells or transfers title to or control over Project and State is refunded the Credits due State as provided in paragraph (2) herein below.

2. Project right-of-way, Project facilities constructed or reconstructed on the Project site and/or Project property (including vehicles and vessels) purchased by Recipient (excluding temporary construction easements and excess property whose proportionate resale proceeds are distributed pursuant to this Agreement) shall remain permanently dedicated to the described public transit use in the same proportion and scope, and to the same extent as mandated in the Program Supplement, unless State agrees otherwise in writing. Vehicles acquired as part of Project, including, but not limited to, buses, vans, rail passenger equipment, shall be dedicated to that public transportation use for their full economic life cycle, which, for the purpose of this Agreement, will be determined in accordance with standard national transit practices and applicable rules and guidelines, including any extensions of that life cycle achievable by reconstruction, rehabilitation or enhancements. The exceptions to this section are outlined below:

a. Except as otherwise set forth in this Section, State, or any other State-assignee public body acting on behalf of the CTC, shall be entitled to a refund or credit (collectively the Credit), at State's sole option, equivalent to the proportionate Project funding participation received by Recipient from State if Recipient, or a sub-recipient, as applicable, (i) ceases to utilize Project for the original intended public transportation purposes or (ii) sells or transfers title to or control over Project. If federal funds (meaning only those federal funds received directly by Recipient and not federal funds derived through or from the State) have contributed to the Project, Recipient shall notify both State and the original federal source of those funds of the disposition of the Project assets or the intended use of those sale or transfer receipts.

b. State shall also be entitled to an acquisition credit for any future purchase or condemnation of all or portions of Project by State or a designated representative or agent of State.

c. The Credit due State will be determined by the ratio of State's funding when measured against the Recipient's funding participation (the Ratio). For purposes of this Section, the State's funding participation includes federal funds derived through or from State. That Ratio is to be applied to the then present fair

market value of Project property acquired or constructed as provided in (d) and (e) below.

d. For Mass Transit vehicles, this Credit [to be deducted from the then remaining equipment value] shall be equivalent to the percentage of the full extendable vehicle economic life cycle remaining, multiplied by the Ratio of funds provided for that equipment acquisition. For real property, this same funding Ratio shall be applied to the then present fair market value, as determined by State, of the Project property acquired or improved under this Agreement.

e. Such Credit due State as a refund shall not be required if Recipient dedicates the proceeds of such sale or transfer exclusively to a new or replacement State approved public transit purpose, which replacement facility or vehicles will then also be subject to the identical use restrictions for that new public purpose and the Credit ratio due State should that replacement project or those replacement vehicles cease to be used for that intended described pre-approved public transit purpose.

i. In determining the present fair market value of property for purposes of calculating State's Credit under this Agreement, any real property portions of the Project site contributed by Recipient shall not be included. In determining State's proportionate funding participation, State's contributions to third parties (other than Recipient) shall be included if those contributions are incorporated into the Project.

ii. Once State has received the Credit as provided for above because Recipient, or a sub-recipient, as applicable, has (a) ceased to utilize the Project for the described intended public transportation purpose(s) for which State funding was provided and State has not consented to that cessation of services or (b) sold or transferred title to or control over Project to another party (absent State approval for the continued transit operation of the Project by that successor party under an assignment of Recipient's duties and obligations), neither Recipient, subrecipient, nor any party to whom Recipient or subrecipient, as applicable, has transferred said title or control shall have any further obligation under this Agreement to continue operation of Project and/or Project facilities for those described public transportation purposes, but may then use Project and/or any of its facilities for any lawful purpose.

iii. To the extent that Recipient operates and maintains Intermodal Transfer Stations as any integral part of Project, Recipient shall maintain each station and all its appurtenances, including, but not limited to, restroom facilities, in good condition and repair in accordance with high standards of cleanliness (Public Utilities Code section 99317.8). Upon request of

State, Recipient shall also authorize State-funded bus services to use those stations and appurtenances without any charge to State or the bus operator. This permitted use will include the placement of signs and informational material designed to alert the public to the availability of the State-funded bus service (for the purpose of this paragraph, "State-funded bus service" means any bus service funded pursuant to Public Utilities Code section 99316).

G. *Disputes*

Parties shall develop a mutually agreed upon issue resolution process, as described below, and issues between the Parties are to be resolved in a timely manner. The Parties agree to the following:

1. If the Parties are unable to reach agreement on any particular issue relating to either Parties' obligations pursuant to this Agreement, the Parties agree to promptly follow the issue resolution process as outlined below:

a. The Department's project manager and the Recipient's equivalent may initiate the process of informal dispute resolution by providing the other Party with written notice of a dispute. The written notice shall provide a clear statement of the dispute and shall refer to the specific provisions of this Agreement or Program Supplement that pertain to the dispute. The Department's project manager and the Recipient's equivalent shall meet and attempt to resolve the dispute within five days from the written notice. If the dispute is resolved, the Parties shall create and sign a short description of the facts and the resolution that was agreed upon by the Parties.

b. If the dispute is not resolved by the fifth day from the written notice, the Department's senior project manager and the Recipient's equivalent shall meet and review the dispute within five days. The Department's senior project manager and the Recipient's equivalent manager shall attempt to resolve the dispute within ten days of their initial meeting. If the dispute is resolved, the Parties shall create and sign a short description of the facts and the resolution that was agreed upon by the Parties.

c. If the dispute is not resolved by the tenth day, the Department's Director or his designee and the Recipient's equivalent manager shall meet and review the dispute within five days. The Department's Director or his designee and the Recipient's equivalent manager shall attempt to resolve the dispute within ten days of the initial meeting. If the dispute is resolved, the Parties shall create and sign a short description of the facts and the resolution that was agreed upon by the Parties. If the dispute is not resolved by the tenth day by the Department's Director or his designee and the Recipient's equivalent manager, the Parties shall submit the matter to the Secretary of CalSTA for a final administrative determination.

H. *Hold Harmless and Indemnification*

1. Neither State nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by Recipient, its agents and contractors under or in connection with any work, authority, or jurisdiction delegated to Recipient under this Agreement or any Program Supplement or as respects environmental clean-up obligations or duties of Recipient relative to Project. It is also understood and agreed that, Recipient shall fully defend, indemnify and hold the CTC and State and their officers and employees harmless from any liability imposed for injury and damages or environmental obligations or duties arising or created by reason of anything done or imposed by operation of law or assumed by, or omitted to be done by Recipient under or in connection with any work, authority, or jurisdiction delegated to Recipient under this Agreement and all Program Supplements.

2. Recipient shall indemnify, defend and hold harmless State, the CTC and the State Treasurer relative to any misuse by Recipient of State funds, Project property, Project generated income or other fiscal acts or omissions of Recipient.

I. *Labor Code Compliance*

Recipient shall include in all subcontracts awarded using Project funds, when applicable, a clause that requires each subcontractor to comply with California Labor Code requirements that all workers employed on public works aspects of any project (as defined in California Labor Code §§ 1720-1815) be paid not less than the general prevailing wage rates predetermined by the Department of Industrial Relations as effective the date of Contract award by the Recipient.

J. *Non-Discrimination Clause*

1. In the performance of work under this Agreement, Recipient, its contractor(s) and all subcontractors, shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability, mental disability, medical condition, age, marital status, family and medical care leave, pregnancy leave, and disability leave. Recipient, its contractor(s) and all subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Recipient, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2

of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

2. Each of the Recipient's contractors, subcontractors, and/or subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other labor agreements. The Recipient shall include the non-discrimination and compliance provisions hereof in all contracts and subcontracts to perform work under this Agreement.

3. Should federal funds be constituted as part of Project funding or compensation received by Recipient under a separate Contract during the performance of this Agreement, Recipient shall comply with this Agreement and with all federal mandated contract provisions as set forth in that applicable federal funding agreement.

4. Recipient shall include the non-discrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this Agreement.

5. The Recipient shall comply with the nondiscrimination program requirements of Title VI of the Civil Rights Act of 1964. Accordingly, 49 CFR 21 (Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964) and 23 CFR Part 200 (Title VI Program and Related Statutes—Implementation and Review Procedures) are made applicable to this Agreement by this reference. Wherever the term “Contractor” appears therein, it shall mean the Recipient.

6. The Recipient shall permit, and shall require that its contractors, subcontractors, and subrecipients will permit, access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission or any other agency of the State of California designated by Department to investigate compliance with this Section J.

K. *State Fire Marshal Building Standards Code*

The State Fire Marshal adopts building standards for fire safety and panic prevention. Such regulations pertain to fire protection design and construction, means of egress and adequacy of exits, installation of fire alarms, and fire extinguishment systems for any State-owned or State-occupied buildings per section 13108 of the Health and Safety Code. When applicable, Recipient shall request that the State Fire Marshal review Project PS&E to ensure Project consistency with State fire protection standards.

L. *Americans with Disabilities Act*

By signing this Master Agreement, Recipient assures State that Recipient shall comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.).

M. *Access for Persons with Disabilities*

Disabled access review by the Department of General Services (Division of the State Architect) is required for all publicly funded construction of buildings, structures, sidewalks, curbs and related facilities. Recipient will award no construction contract unless Recipient's plans and specifications for such facilities conform to the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

N. *Disabled Veterans Program Requirements*

1. Should Military and Veterans Code sections 999 et seq. be applicable to Recipient, Recipient will meet, or make good faith efforts to meet, the 3% Disabled Veterans Business Enterprises goals (or Recipient's applicable higher goals) in the award of every contract for Project work to be performed under these this Agreement.

2. Recipient shall have the sole duty and authority under this Agreement and each Program Supplement to determine whether these referenced code sections are applicable to Recipient and, if so, whether good faith efforts asserted by those contractors of Recipient were sufficient as outlined in Military and Veterans Code sections 999 et seq.

O. *Environmental Process*

Completion of the Project environmental process ("clearance") by Recipient (and/or State if it affects a State facility within the meaning of the applicable statutes) is required prior to requesting Project funds for right-of-way purchase or construction. No State agency may request funds nor shall any State agency, board or commission authorize expenditures of funds for any Project effort, except for feasibility or planning studies, which may have a significant effect on the environment unless such a request is accompanied with all appropriate documentation of compliance with or exemption from the California Environmental Quality Act (CEQA) (including, if as appropriate, an environmental impact report, negative declaration, or notice of exemption) under California Public Resources Code section 21080(b) (10), (11), and (12) provides an

exemption for a passenger rail project that institutes or increases passenger or commuter services on rail or highway rights-of-way already in use.

P. *Force Majeure*

Each party will be excused from performance of its obligations where such non-performance is caused by any extraordinary event beyond its reasonable control, such as any non-appealable order, rule or regulation of any federal or state governmental body, fire, flood, earthquake, storm, hurricane or other natural disaster, epidemic, pandemic, war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption, provided that the party excused hereunder shall use all reasonable efforts to minimize its non-performance and to overcome, remedy or remove such event in the shortest practical time.

Should a *force majeure* event occur which renders it impossible for a period of forty-five (45) or more consecutive days for either party to perform its obligations hereunder, the Parties agree to negotiate in good faith to amend the existing Master Agreement or Supplemental Agreement to deal with such event and to seek additional sources of funding to continue the operation of the Service.

ARTICLE IV – MISCELLANEOUS PROVISIONS

Section 1. Miscellaneous Provisions

A. *Successor Acts*

All statutes cited herein shall be deemed to include amendments to and successor statutes to the cited statutes as they presently exist.

B. *Successor and Assigns to the Parties*

Neither this Agreement nor any right, duty or obligation hereunder may be assigned, transferred, hypothecated or pledged by any party without the express written consent of the other party; provided, that unless otherwise expressly required herein, a party shall not be obligated to obtain the written consent of the other party with respect to any contract related to the Service for the provision of goods and/or services to the contracting party in the ordinary course of business.

C. *Notice*

Any notice which may be required under this Agreement shall be in writing, shall be effective when received, and shall be given by personal service, or by certified or registered mail, return receipt requested, to the addresses set forth below, or to such other addresses as may be specified in writing and given to the other party in accordance herewith.

If given to the Department:

State of California

Department of Transportation

Division of Local Assistance

P.O. Box 942874

Sacramento, CA 994274-0001

Attention: Division of Local Assistance, TIRCP Contract Manager, Mail Stop 39

with a copy to:

California State Transportation Agency

915 Capitol Mall Suite 350 B

Sacramento, CA 95814

If given to the Recipient:

Imperial County Transportation Commission

1503 N Imperial Ave, Ste 104

El Centro, CA 92243

Attention: David Aguirre

D. *Amendment*

This Agreement may not be changed, modified, or amended except in writing, signed by the parties hereto, and approved in advance in writing by the Secretary, and any attempt at oral modification of this Agreement shall be void and of no effect.

E. *Representation and Warranties of the Parties*

1. Recipient hereby represents and warrants to the Department that:

a. Recipient is in good standing under applicable law, with all requisite power and authority to carry on the activities for which it has been organized and proposed to be conducted pursuant to this Agreement.

b. Recipient has the requisite power and authority to execute and deliver this Agreement and to carry out its obligations hereunder. The execution and delivery of this Agreement by such entity, the performance by it of its obligations thereunder and the consummation of the transactions contemplated thereby have been duly authorized by the governing board of such entity and no other proceedings are necessary to authorize this Agreement or to consummate the transactions contemplated thereby. The Agreement have been duly and validly executed and delivered by such entity and constitute valid and binding obligations of such entity, enforceable against it in accordance with their terms, except to the extent that such enforceability may be subject to bankruptcy, insolvency, reorganization, moratorium or other laws now or hereinafter in effect relating to the creditor's rights and the remedy of specific enforcement and injunctive and other forms of equitable relief, and may be subject to equitable defenses and to the discretion of the court before which any proceeding therefore may be brought.

c. Neither the execution and delivery of this Agreement and the performance of its obligations thereunder nor the consummation of the transactions contemplated thereby will (i) conflict with or result in a breach of any provision of any agreement to which Recipient is a party; (ii) violate any write, order, judgment, injunction, decrees, statute, rule or regulation of any court or governmental authority applicable to such entity or its property or assets.

2. The Department does hereby represent and warrant with respect to each provision of this Agreement to the Recipient that:

a. It validly exists with all requisite power and authority to carry on the activities proposed to be conducted pursuant to this Agreement.

b. It has the requisite power and authority to execute and deliver this Agreement and to carry out its obligations thereunder. The execution and delivery of this Agreement, the performance by it of its obligations thereunder and the consummation of the transactions contemplated thereby have been duly authorized and no other proceedings are necessary to authorize this Agreement or to consummate the transactions contemplated thereby. The agreement have been duly and validly executed and delivered by it and constitute valid and binding obligations, enforceable against it in accordance with their terms, except to the extent that such enforceability may be subject to bankruptcy, insolvency, reorganization, moratorium or other laws now or hereinafter in effect relating to creditor's rights and other forms of equitable relief, and may be subject to

equitable defenses and to the discretion of the court before which any proceeding therefore may be brought.

c. Neither the execution and delivery of this Agreement and the performance of its obligations thereunder nor the consummation of the transactions contemplated thereby will (i) conflict with or result in a breach of any provision of any agreement to which the Recipient is a party; (ii) violate any writ, order, judgment, injunction, decree, statute, rule or regulation of any court or governmental authority applicable to such entity or its property or assets.

F. *Construction, Number, Gender and Captions*

The Agreement have been executed in the State of California and shall be construed according to the law of said State. Numbers and gender as used therein shall be construed to include that number and/or gender which is appropriate in the context of the text in which either is included. Captions are included therein for the purposes of ease of reading and identification. Neither gender, number nor captions used therein shall be construed to alter the plain meaning of the text in which any or all of them appear.

G. *Complete Agreement*

This Agreement, including Appendices, constitutes the full and complete agreement of the parties, superseding and incorporating all prior oral and written agreements relating to the subject matter of this Agreement. All attached Appendices A and B are hereby incorporated and made an integral part of this Agreement by this reference.

H. *Partial Invalidity*

If any part of this Agreement is determined to be invalid, illegal or unenforceable, such determination shall not affect the validity, legality or enforceability of any other part of this Agreement and the remaining parts of this Agreement shall be enforced as if such invalid, illegal or unenforceable part were not contained herein.

I. *Conflicts*

To the extent that any provision of or requirement of this Agreement may conflict with a provision or requirement of any other agreement between the parties hereto, or between a party hereto and any other party, which is attached to this Agreement as an appendix, the priority of agreements shall be employed to resolve such conflict. In the event of a conflict, the Master Agreement controls the Program Supplement and any further Amendments.

J. *Counterparts*

This Agreement may be executed in one or more counterparts and may include multiple signature pages, all of which shall be deemed to be one instrument. Copies of this Agreement may be used in lieu of the original.

K. *Governing Law*

The Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

**IMPERIAL COUNTY TRANSPORTATION
COMMISSION**

BY: _____
Marlon Flournoy
Deputy Director, Planning and
Modal Programs

BY: _____
David Aguirre
Executive Director

DATE: _____

DATE: _____

APPROVED AS TO FORM AND PROCEDURE

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

BY: _____
Deputy Attorney

DATE: _____

APPENDIX A
TIRCP PROGRAM GUIDELINES AND DEPARTMENT DELEGATION

**2024 TRANSIT AND
INTERCITY RAIL
CAPITAL PROGRAM
FINAL GUIDELINES**

April 30, 2024



TRANSIT AND INTERCITY RAIL CAPITAL PROGRAM

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**APPENDIX B
RECIPIENT'S RESOLUTION**

RESOLUTION #

**AUTHORIZATION FOR THE EXECUTION OF THE
MASTER AGREEMENT AND PROGRAM SUPPLEMENT WITH THE CALIFORNIA
DEPARTMENT OF TRANSPORTATION FOR THE PURPOSE OF RECEIVING
STATE TRANSIT AND INTERCITY RAIL CAPITAL PROGRAM FUNDS**

WHEREAS, in October 2024, the California State Transportation Agency (CalSTA) Programmed \$12,600,000 in Transit and Intercity Rail Capital Program (TIRCP) funds to the Imperial County Transportation Commission for the Connecting Vulnerable Communities: Calexico East Port of Entry Intermodal Transportation Center and System Improvement project; and,

WHEREAS, the Project award authorized by CalSTA consisted of \$1,500,000 in TIRCP funding for Right-of-Way Acquisition, \$700,000 for PS&E, \$10,000,000 for Construction and \$400,000 for the purchase of four Zero Emission Vehicles; and

WHEREAS, the statues related to TIRCP-funded transit projects require a local agency to execute an agreement with the State of California through the California Department of Transportation (Caltrans) before it can be reimbursed for project expenditures; and

WHEREAS, Caltrans uses Master Agreements for TIRCP-funded transit projects, along with associated Program Supplements, for the purpose of administering and reimbursing State transit funds to local agencies; and

WHEREAS, Caltrans has requested a resolution from the governing board of ICTC authorizing execution of these agreements; and

WHEREAS, the Imperial County Transportation Commission (ICTC) wishes to delegate authorization to execute these documents and any amendments thereto to the Executive Director or designee.

NOW, THEREFORE, BE IT RESOLVED that ICTC agrees to comply with all the conditions and requirements set forth in the Master Agreement and applicable statues, regulations, and guidelines for TIRCP-funded projects.

NOW THEREFORE, BE IT FURTHER RESOLVED that the ICTC Board authorizes the executive director or designee, to execute the Master Agreement, all Program Supplements, and any amendments thereto, with the California Department of Transportation, for the projected funding through the Transit and Intercity Rail Capital program, and be it further

PASSED AND ADOPTED at a regular meeting of the Imperial County Transportation Commission held on _____.

ICTC APPROVED

By: _____
Chairman

ATTEST:

By: _____

CRISTI LERMA
Secretary to the Commission

DRAFT

VII. ACTION CALENDAR

VII. ACTION CALENDAR

B. Calxico Intermodal Transportation Center (ITC) Project – Contract Change Order No. 1

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

1. Approve Change Order No. 1 to Hazard Construction Engr. LLC for the Calxico ITC Project in the amount of (\$284,756.00) modifying the total contract value to \$12,728,349.10.
2. Authorize the Executive Director to sign Change Order No. 1.
3. Authorize the Executive Director to execute potential Change Order(s) for a total Not-To-Exceed value of seventy-five thousand (\$75,000.00) dollars.



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

April 4, 2025

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

SUBJECT: Calexico Intermodal Transportation Center (ITC) Project – Contract Change Order No. 1

Dear Committee Members:

The U.S. Department of Transportation awarded the Imperial County Transportation Commission (ICTC) with a 2023 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant in the amount of \$12,887,507 million for the Calexico Intermodal Transportation Center project (Calexico ITC). The Project involves the construction of a new intermodal transportation center in City of Calexico's downtown and will consolidate public and private transportation providers into one facility. The new facility will include a ticket booth, CCTV security cameras, security office, restrooms, approximately nine 40-foot bus parking bays, canopies over the bus waiting areas, benches, a section reserved for taxis and farm laborer buses and trailers, bicycle racks, lighting and landscaping throughout the facility, and pedestrian sidewalk and crossing improvements.

The project is also funded by several other grants including a \$1 million Regional Early Action Planning 2.0 (REAP), \$1 million Active Transportation Program Grant (ATP) and \$4.1 million Community Project Funding/Congressionally Directed Spending funds. The project also requires a small local matching contribution (approximately \$200k) associated with Construction and Construction Management efforts. The project funding has been and will be utilized for Right of Way Acquisition, Construction Management and Construction efforts.

In December 2024, ICTC concluded its construction procurement efforts and awarded the construction contract to Hazard Construction Engr. LLC at its January 2025 meeting.

The current committed project construction cost consists of:

Construction – Hazard Construction Engr. LLC	\$12,443,593.10
Construction Management/Resident Engineering – Jacobs Engineering	\$1,968,942.61
Total Construction Related Cost	\$14,412,535.71

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

The project began with a Feasibility/Siting Study, followed by environmental studies and project design. Prior to agreeing to a construction contract, ICTC also completed lead and asbestos testing for the existing building structures. Multiple buildings were determined to have asbestos containing materials and would require abatement protocols. The Lead and Asbestos report were included in the Scope of Work for construction activities.

Prior to the commencement of construction activities, ICTC, Hazard Construction and Jacobs have met regularly to prepare the project for construction. Preconstruction activities include coordination with utility purveyors and the city of Calexico, obtaining necessary permits, and addressing any other critical aspects of the project.

Discussions and inspections took place regarding upcoming demolition activities. During inspection it was determined that most of the existing roofing materials contained asbestos materials. In addition, it was also determined that additional pieces of floor tile located throughout the primary building also contained asbestos materials. As a result, additional asbestos removal activities are required for the project prior to demolition activities. ICTC requested a formal Change Order from Hazard Construction to complete the additional asbestos removal services. Due to the increased Scope of Work there may be an increase in the number of days required to complete the project and also possibly the overhead cost borne by Hazard Construction.

Change Order No. 1 consists of additional construction efforts related to the removal of additional asbestos containing materials. The following are the items that are included in Change Order No. 1.

1. **Building 1 Roof Asbestos Abatement and Disposal:** Abatement and disposal of the building 1 asphalt core roofing (4 layers) approximately 23,465 square feet. Effort will take 13 days with a 12-man crew

The cost to complete the work is (\$265,495.00)

2. **Building 1 Miscellaneous Floor Tile Asbestos Abatement and Disposal:** Abatement and disposal of miscellaneous pieces of vinyl floor tile with ACM Mastic mixed with bird feces dispersed throughout the ground floor of Building #1 – approximately 19,000 square feet. The portion of work will be tracked as Time and Material due to the difficulty with quantification. Since there is also contract work associated with the abatement of the interior, the Contractor has agreed that if the work is minimal and it doesn't significantly increase cost or schedule duration it will be performed at no cost and absorbed under item no. 1.

The potential cost to complete this portion of work is (\$19,261.00)

ICTC and Hazard construction negotiated the cost for the change order and agreed to the recommended cost increase of \$265,495.00 with a potential additional cost of \$19,261.00.

The total revised construction contract would be \$12,728,349.10. The proposed change order fee has been budgeted in ICTC FY 24/25 Budget. The proposed change order cost is within the existing project funding threshold and no additional financial impact to ICTC is anticipated.

In addition to the consideration of approval for Change Order No. 1, it is proposed that the commission consider providing the Executive Director with a limited change order approval threshold to approve time sensitive and smaller scale change orders. ICTC Staff is proposing a total Not-To-Exceed threshold of seventy-five thousand (\$75,000). A summary of any Executive Director approved change orders will be provided to the commission on a monthly basis and throughout the life of the construction efforts.

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

1. Approve Change Order No. 1 to Hazard Construction Engr. LLC for the Calexico ITC Project in the amount of (\$284,756.00) modifying the total contract value to \$12,728,349.10.
2. Authorize the Executive Director to sign Change Order No. 1.
3. Authorize the Executive Director to execute potential Change Order(s) for a total Not-To-Exceed value of seventy-five thousand (\$75,000.00) dollars.

Sincerely,



David Aguirre
Executive Director