



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

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

**WEDNESDAY, October 23, 2024
6:00 PM**

CHAIR: LUIS PLANCARTE

VICE CHAIR: ROBERT AMPARANO

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.imperialctc.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 Commission 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 Zoom Meeting click on the following link:

<https://us06web.zoom.us/j/84488176056?pwd=Lf9Thsc7M0ngD1GE5bFG4qXofKuNX8.1>

To Join by phone dial (669) 444-9171

Meeting ID: 844 8817 6056

Passcode: 327280

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 Commission on any subject matter within the Commission's jurisdiction, but not an item on the agenda. Any action taken because of public comment shall be limited to direction to staff. Each speaker should contact the Secretary to the Commission at (760) 592-4494 or by email to cristilerna@imperialctc.org. When addressing the Commission, state your name for the record prior to providing your comments. Please address the Commission as a whole, through the Chairperson. Individuals will be given three (3) minutes to address the Commission; 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: No profanity or obscenity, yelling or screaming, no slander or defamatory statements, no personal threats, or attacks, no hateful or demeaning language based on hate of a person's race, religion, sexual orientation, ethnicity, gender, or disability, respect all people that are present or watching, obey the direction of the Chair and Secretary to the Commission.

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

IV. CLOSED SESSION

- A. Motion to Adjourn to Closed Session
- B. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code § 54957)
Title: ICTC Executive Director
- C. Announcement of Closed Session Action(s)

V. CONSENT CALENDAR

- A. ICTC Commission Minutes: September 25, 2024 pages 5-19
- B. Receive and file:
 - 1. ICTC Management Committee Minutes: September 11, 2024
 - 2. ICTC TAC Minutes: September 26, 2024
 - 3. ICTC SSTAC Minutes: October 2, 2024

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

- A. ICTC Executive Director page 21
 - Executive Director Report
- B. Southern California Association of Governments page 30
 - See attached report
- C. California Department of Transportation – District 11 page 47
 - See attached report
- D. Commission / Committee Member Reports (if any)

VII. ACTION CALENDAR

- A. Extension of the ICTC Lease and Sublease Agreements – 1503 N. Imperial Ave., Suite 104, El Centro, CA 92243, Addendum 6 page 47
The ICTC Management Committee met on October 9, 2024, and forwards this item to the Commission for their review and approval after public comment, if any:
 - 1. Approve the sixth amendment of the current lease and sub-lease agreements with Pico Group, LLC, for the property on 1503 N. Imperial Ave., Suite 104 in El Centro; and authorize the Executive Director to execute the lease agreement.
 - 2. Authorize the Executive Director to sign the sub-lease amendments between ICTC and SCAG with same terms as the original agreement.
- B. Amendment to the Agreement between the Imperial County Transportation Commission (ICTC) and Nomad Transit, LLC (Via) for the operation of the Calexico Microtransit Service funded by the Clean Mobility Options (CMO) Voucher Pilot Program page 52
The ICTC Management Committee met on October 9, 2024, and forwards this item to the Commission for their review and approval after public comment, if any:
 - 1. Approve the Second Modification to the agreement between ICTC and Nomad Transit, LLC (VIA) for the Calexico On Demand service in the amount of \$500,000 modifying the total contract value to \$1,998,875. The modification is contingent upon receipt of said additional funding.
 - 2. Utilize one (1) of the single year mutual options to extend the existing agreement for up to 1 year.
 - 3. Authorize the Executive Director to sign Modification No. 2.

- C. Amendment to the Agreement between ICTC and Nicklaus Engineering for Various Bus Stop Improvement Project – Design Services

The ICTC Management Committee met on October 9, 2024, and forwards this item to the Commission for their review and approval after public comment, if any:

1. Approve the First Modification to the agreement between ICTC and *Nicklaus Engineering, Inc.* for design services of Various Bus Stop Improvement Project in the amount of \$23,632.00 modifying the total contract value to \$94,859.00.
2. Authorize the executive director to sign Modification No. 1.

- D. A Resolution approving the execution of an agreement with Southern California Association of Governments (SCAG) to receive funding from the Regional Early Action Planning (REAP) 2.0 Grant Program of 2021 for \$274,133.

The Technical Advisory Committee met on September 26, 2024, and the ICTC Management Committee met on October 9, 2024, and they both forward to the Commission for review and approval after public comments, if any:

1. Authorize the Chairman to sign the resolution approving the execution of an agreement to receive funding from the REAP 2.0 Grant Program of 2021.
2. Authorize the Executive Director to sign the Final MOU to ensure compliance with the REAP 2.0 Program requirements.
3. Direct Staff to forward the agreement to SCAG.

- E. Award of Contract for Consulting Services - Comprehensive Operational Analysis (COA)

Due to timing constraints, staff are bringing this item to the commission for their review and approval after public comment, if any:

1. Approve the award of the contract for the completion of the Comprehensive Operational Analysis to Jarrett Walker + Associates in the amount of \$485,790.
2. Authorize the executive director to sign the agreement.

VIII. INFORMATION ITEMS

- A. ReCREATE Edible Food Recovery Inspection Program, Final Report of Recommendations page 92 Presentation by David Aguirre

IX. MEETING DATE AND PLACE

- A. The next meeting of the **Imperial County Transportation Commission** is scheduled for **Wednesday, November 13, 2024, at 6:00 p.m.**, at the ICTC Offices located at 1503 N. Imperial Ave., Suite 104, El Centro, CA 92243 and remotely via Zoom Meeting for the public and non-voting members.

X. ADJOURNMENT

V. CONSENT CALENDAR

A. ICTC Commission Minutes: September 25, 2024

B. Receive and file:

1. ICTC Management Committee Minutes: September 11, 2024
2. ICTC TAC Minutes: September 26, 2024
3. ICTC SSTAC Minutes: October 2, 2024

IMPERIAL COUNTY TRANSPORTATION COMMISSION
MINUTES FOR September 25, 2024
6:00 p.m.

VOTING MEMBERS PRESENT:

City of Brawley	George A. Nava
City of Calipatria	Maria Nava-Froelich
City of Calexico	Camilo Garcia
City of El Centro	Martha Cardenas-Singh
City of Imperial	Robert Amparano
City of Holtville	Mike Goodsell
City of Westmorland	Absent
County of Imperial	Absent
County of Imperial	John Hawk
Imperial Irrigation District	Absent

STAFF PRESENT: David Aguirre, Cristi Lerma, Michelle Bastidas (Zoom), Esperanza Avila
OTHERS PRESENT: Eric Havens: Counsel; Roy Abboud, John Garcia: Caltrans, David Salgado: SCAG,
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, August 28, 2024, together with staff reports and related documents attached thereto and incorporated therein by reference.

I. CALL TO ORDER AND ROLL CALL

[Vice Chair Amparano](#) called the Commission meeting to order at 6:00 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: August 28, 2024
B. Received and filed:
1. ICTC Management Committee Minutes: August 14, 2024
2. ICTC TAC Minutes: August 22, 2024
3. ICTC SSTAC Minutes: September 4, 2024

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

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

City of Westmorland	Absent
Imperial Irrigation District	Absent

Motion Carried.

V. REPORTS

A. ICTC Executive Director

- ICTC received correspondence indicating five (5) applications for the Imperial County Region were submitted for the Active Transportation Program. 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. ATP applications that were due on June 17, 2024, are still under review by the state.
- 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. On August 22, 2024, the TAC committee members reviewed and ultimately recommend Option 2 to be forwarded to the Commission for approval and authorized 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.
- Imperial County EV Charging Infrastructure Feasibility Study in underway. 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 are anticipating reviewing the proposed SOW with the ICTC TAC to obtain additional feedback.
- ICTC/IVT Operations and Maintenance Facility: We are continuing coordination with the City of El Centro and beginning 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. The 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.
- Calexico East Port of Entry Bridge Widening Project- The final project improvements which consisted of the reinstallation of new bolts under the existing bridge section was completed in early August 2024. The project construction efforts are now complete, and the project is now in closeout phase. Mr. Aguirre will provide the Commission with a presentation at the October meeting.
- Calexico Intermodal Transportation Center (ITC): It is anticipated that the project will start construction in November/December 2024. The final set of contract documents are being prepared in anticipation of the construction bidding phase.
- Transit Comprehensive Operational Analysis: Staff recently released the Request for Proposals to the public and are anticipated to work towards a contract award in September/October 2024. The analysis is anticipated to take a year to complete.
- Calexico Microtransit Service- The service has averaged 180 passengers per day since the removal of the free fares and has been well received. ICTC has been working with CMO to obtain additional funding for the project. ICTC was awarded an additional \$500,000 to be utilized for operations of the service and additional service hours. The contract amendment with the operator was approved at the June 23, 2024, meeting. ICTC is anticipating securing two additional grants to help support the project. ICTC also received additional funding to further continue the service beyond year two of operations.
- State Route 86 (Northbound) Border Patrol 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, and

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 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.

- All other updates are on the Executive Director report on page 23 of the agenda.

B. Southern California Association of Governments (SCAG)

Mr. Salgado had the following updates:

- A big thank you to those who attended the 2024 Southern California Demographic Workshop either in person or online. The 35th annual event was presented by SCAG and the USC Sol Price School of Public Policy. The workshop consisted of morning and afternoon panel experts.
- The deadline to apply for the sustainable communities' program is September 27, 2024. For more information or to begin an application please visit the SCAG website at <https://scag.ca.gov/sustainable-communities-program>
- SCAG has developed and published a report for Broadband Permit Streamlining. More information can be found on the SCAG website at:
REPORT: https://scag.ca.gov/sites/main/files/main-images/24-3190-permitstreamlining-broadbandreport_final202409.pdf and
ORDINANCE: https://scag.ca.gov/sites/main/files/main-images/24-3190-permitstreamlining-broadband_ordinance_final-2024-09.pdf
- All other updates are on the SCAG report on page 32 of the agenda.

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

Mr. Abboud had the following updates:

- Bridge rehab at various locations along I-8 and SR-78 will be completed by November. Specific locations include Brock Research Center Rd., All American Canal, Winterhaven Dr./4th St., and Palo Verde locations.
- SR-111 Roadside Improvements: To be completed in October 2024.
- Completed Projects- SR-98 Widening Project. I-8 Roadside Safety Improvements. All Imperial County Clean California Projects. IMP-8-PM R3.7/48: HM-1 Pave Preservation Ramp Project.
- SR- 186 All American Canal Bridge: Project Milestone: Project Approval/Environmental Clearance is 12/24.
- Imperial Ave Bridge: Coordinate with the City of El Centro to install additional signage on Imperial Ave Bridge. Signs are still in production with an estimated timeline of four weeks.
- Imperial County Lithium Valley Specific Plan: Engage with County of Imperial, identify areas of priority and establish collaborative efforts between agencies.
- Maintenance and Traffic Operations: El Centro Traveled Way Crew – Fence repair: I-8/SR-111, Sealing intersections: SR-86, Storm Damage Repair: SR-98/Mount Signal Road.
- SR-86/ Customs & Border Protection (CBP) Checkpoint- The environmental studies are being prepared by ICTC/CBP and will be sent to Caltrans District 11 Staff for review. Caltrans will assist ICTC in coordinating upcoming meetings.

- Feasibility Studies: District 11 Truck Parking and Medium/Heavy Duty ZEV Charging Station Site Assessment – Lost funding-delay. Timeline: The Project Initiation Document (PID) is pending.
 - Calexico Travel Corridor Improvements: The Project Initiation Document (PID) is pending.
 - All other updates are on the Caltrans report on page 36 of the agenda.
- D. Commission Member Reports
- Updates were provided by various commissioners.

VI. ACTION CALENDAR

A. 2024 Quality Assurance Program (QAP)

The ICTC Management Committee met on September 11, 2024, and forwarded this item to the Commission for their review and approval after public comment, if any:

1. Approved the proposed 2024 Quality Assurance Program (QAP).

A motion was made by [Nava-Froelich](#) and seconded by [Cardenas-Singh](#) to approve Action A as presented, roll call:

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

Motion Carried.

B. Adjustments to IVT RIDE Paratransit System – Acquisition/Development of Rider Application

The ICTC Management Committee met on September 11, 2024, and forwarded this item to the Commission for their review and approval after public comment, if any:

1. Authorized the Executive Director to proceed with the acquisition and development of the IVT Ride Rider Application and Scheduling Software.

A motion was made by [Goodsell](#) and seconded by [Nava-Froelich](#) to approve the Action B as presented, roll call:

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

Motion Carried.

- C. Coordinated Border Infrastructure (CBI) Funding – Project Identification and Recommendation

ICTC Staff forwarded the following recommendations to the Commission for their review and approval after public comment, if any:

1. Approved the recommendation of CBI funding in the amount of \$2,000,000 for the selected agency and selected project: City of Calexico for their 2nd Street/All American Canal Bridge Replacement project
2. Authorized the Executive Director to coordinate the necessary agreements between Caltrans, the Imperial County Transportation Commission, and the recommended agency.

A motion was made by [Nava](#) and seconded by [Nava-Frolich](#) to approve the Action C as presented, roll call:

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

Motion Carried.

VII. INFORMATION ITEMS

- A. Forrester Road Proposed Improvements – Project Study Report

Mr. Aguirre presented the Forrester Road Proposed Improvements that were a part of the Project Study Report.

- B. LTA Bond Presentation

Ms. Carmen Vargas from Barclays provided the Commission with an LTA Bond Presentation regarding a market update and financing opportunities.

- C. ICTC Facility Acquisition

Mr. Aguirre presented the Commission with very preliminary diagrams of the future ICTC/IVT operations and maintenance facility.

- VIII.** The next meeting will be on October 23, 2024, 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.

IX. ADJOURNMENT

- A. Meeting Adjourned at 8:47 p.m.

**IMPERIAL COUNTY TRANSPORTATION COMMISSION
MANAGEMENT COMMITTEE
MINUTES OF October 09, 2024
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	Angel Hernandez
City of Holtville	Nick Wells
City of Imperial	Absent
County of Imperial	Absent
County of Imperial	Absent
Imperial Irrigation District	Manuel Ortiz
City of Westmorland	Laura Fischer
ICTC	David Aguirre

STAFF PRESENT: David Aguirre, Cristi Lerma, Katie Luna, Gustavo Gomez, Esperanza Avila

OTHERS PRESENT: Robin Owen, Rebecca Villarino: Caltrans, David Salgado: SCAG

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, October 09, 2024, together with staff reports and related documents attached thereto and incorporated therein by reference.

I. CALL TO ORDER AND ROLL CALL

Chair Nick Wells called the meeting to order at 10:30 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: September 11, 2024
- B. Received and Filed:
 - 1. ICTC Commission Minutes: September 25, 2024
 - 2. ICTC TAC Minutes August 22, 2024
 - 3. ICTC SSTAC Minutes September 04, 2024

A motion was made by [Contreras](#) seconded by [Gutierrez](#) to approve the consent calendar as presented; Roll call was taken:

Agency	Roll Call
City of Brawley	Yes
City of Calipatria	Yes
City of Calexico	Yes

City of El Centro	Yes
City of Holtville	Yes
City of Imperial	Absent
County of Imperial Figueroa	No
County of Imperial Terrazas-Baxter	No
City of Westmorland	Yes
Imperial Irrigation District	Yes

Motion carried.

V. REPORTS

A. ICTC Executive Director

Mr. Aguirre had the following updates:

- ATP applications that were due on June 17, 2024, are still under review by the state. Agencies that applied were the cities of El Centro, Calipatria, and Holtville; the ICOE, and the Heber PUD.
- LPP, Cycle 5 applications are due November 20, 2024.
- A countywide EV charging infrastructure feasibility study is underway. A project scope of work was presented to the TAC committee to obtain any additional feedback.
- It is anticipated that the construction for the Calexico Intermodal Transit Center project will begin in January 2025.
- ICTC has secured funding for design and environmental phases for a new ICTC/IVT Operations and Maintenance facility. Currently, staff are in the process of acquiring the property.
- Agencies that received Community Project Funding/Congressionally Directed Spending (CPFCDs) funding are encouraged to reach out to ICTC to begin the programming of funds in the Federal Transportation Improvement Program (FTIP).
- A new call for projects is anticipated in early 2025 for the CMAQ, CRP & STBG programs.
- All ICTC Executive Directors' updates can be found on page 22.

B. Southern California Association of Governments (SCAG)

Mr. Salgado had the following updates:

- A big thank you to those who attended the 2024 Southern California Demographic Workshop either in person or online. The 35th annual event was presented by SCAG and the USC Sol Price School of Public Policy. The workshop consisted of morning and afternoon panel experts. For those of you that missed it, a recording will be available online.
- A big thank you to the County of Imperial for hosting a tour with SCAG leadership to Lithium Valley. Southern California leaders also participated in the League of California Cities Imperial Division meeting the night before, where SCAG President spoke about SCAG's commitment to Imperial County and its regional partners. Mr. Salgado also thanked ICTC for providing the transportation on the tour.

C. Caltrans Department of Transportation – District 11

Mr. Owen had the following updates:

- The deadline to submit an Environmental and Climate Justice Community Change Grant application is November 21, 2024.

- The deadline to submit an FHWA Low-Carbon Transportation Materials Grant application is November 25, 2024.
- The deadline to submit a Large Bridge Project Grant application is November 1, 2024.
- A Local Assistance Day Statewide Webinar will be held on October 30, 2024, from 8:30 a.m. to 11:30 a.m. For more information visit the website at <https://www.localassistanceblog.com/ltapevents/local-assistance-day-statewide-webinar-6/>
- Federal Grants 101 Webinar Series, Session 3: All About Benefit-Cost Analysis will be held on Thursday, October 10, 2024, from 10-11:30 a.m. [Click here](#) to register.
- Caltrans-HQ announcement about the next statewide Bi-Annual Infrastructure Investment Jobs Act (IIJA) Transportation Implementation Working Group meeting on October 24, 2024, 9:30 am – 11:30 am. An agenda and list of speakers will be posted prior to the Working Group meeting. Registration is on [WebEx](#) to receive meeting access.
- Caltrans updates can be found on page 31.

D. There were no committee member reports.

VI. ACTION CALENDAR

- A. Extension of the ICTC Lease and Sublease Agreements – 1503 N. Imperial Ave., Suite 104, El Centro, CA 92243, Addendum 6

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

1. Approved the sixth amendment of the current lease and sub-lease agreements with Pico Group, LLC, for the property on 1503 N. Imperial Ave., Suite 104 in El Centro; and authorize the Executive Director to execute the lease agreement.
2. Authorized the Executive Director to sign the sub-lease amendments between ICTC and SCAG with same terms as the original agreement.

A motion was made by [Fisher](#) seconded by [Gutierrez](#) to approve Action A. Roll call was taken:

Agency	Roll Call
City of Brawley	Yes
City of Calipatria	yes
City of Calexico	Yes
City of El Centro	Yes
City of Holtville	Yes
City of Imperial	Absent
County of Imperial Figueroa	Absent
County of Imperial Terrazas-Baxter	Absent
City of Westmorland	Yes
Imperial Irrigation District	Yes

Motion carried.

- B. Amendment to the Agreement between the Imperial County Transportation Commission (ICTC) and Nomad Transit, LLC (Via) for the operation of the Calexico Microtransit Service funded by the Clean Mobility Options (CMO) Voucher Pilot Program

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

1. Approved the Second Modification to the agreement between ICTC and Nomad Transit, LLC (VIA) for the Calexico On Demand service in the amount of \$500,000 modifying the total contract value to \$1,998,875. The modification is contingent upon receipt of said additional funding.
2. Utilized one (1) of the single year mutual options to extend the existing agreement for up to 1 year.
3. Authorized the Executive Director to sign Modification No. 2.

A motion was made by [Contreras](#) seconded by [Ortiz](#) to approve Action B. Roll call was taken:

Agency	Roll Call
City of Brawley	Yes
City of Calipatria	yes
City of Calexico	Yes
City of El Centro	Yes
City of Holtville	Yes
City of Imperial	Absent
County of Imperial Figueroa	Absent
County of Imperial Terrazas-Baxter	Absent
City of Westmorland	Yes
Imperial Irrigation District	Yes

Motion carried.

- B. Amendment to the Agreement between ICTC and Nicklaus Engineering for Various Bus Stop Improvement Project – Design Services

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

1. Approved the First Modification to the agreement between ICTC and *Nicklaus Engineering, Inc.* for design services of Various Bus Stop Improvement Project in the amount of \$23,632.00 modifying the total contract value to \$94,859.00.
2. Authorized the executive director to sign Modification No. 1.

A motion was made by [Gutierrez](#) seconded by [Fisher](#) to approve Action B. Roll call was taken:

Agency	Roll Call
City of Brawley	Yes
City of Calipatria	yes
City of Calexico	Yes
City of El Centro	Yes
City of Holtville	Yes
City of Imperial	Absent
County of Imperial Figueroa	Absent
County of Imperial Terrazas-Baxter	Absent
City of Westmorland	Yes
Imperial Irrigation District	Yes

Motion carried.

- D. A Resolution approving the execution of an agreement with Southern California Association of Governments (SCAG) to receive funding from the Regional Early Action Planning (REAP) 2.0 Grant Program of 2021 for \$274,133.

The Technical Advisory Committee met on September 26, 2024, for discussion and recommendation to submit to the ICTC Management Committee and Commission after public comments, if any:

1. Authorized the Chairman to sign the resolution approving the execution of an agreement to receive funding from the REAP 2.0 Grant Program of 2021.
2. Authorized the Executive Director to sign the Final MOU to ensure compliance with the REAP 2.0 Program requirements.
3. Directed Staff to forward the agreement to SCAG.

A motion was made by [Hernandez](#) seconded by [Gutierrez](#) to approve Action B. Roll call was taken:

Agency	Roll Call
City of Brawley	Yes
City of Calipatria	yes
City of Calexico	Yes
City of El Centro	Yes
City of Holtville	Yes
City of Imperial	Absent
County of Imperial Figueroa	Absent
County of Imperial Terrazas-Baxter	Absent
City of Westmorland	Yes
Imperial Irrigation District	Yes

Motion carried.

- VII. The next meeting is scheduled for **November 13, 2024, at 10:30 a.m.** at the City of Westmorland.

VIII. ADJOURNMENT

The meeting was adjourned at 11:02 a.m.



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

TECHNICAL ADVISORY COMMITTEE MINUTES

September 26, 2024

Present:

Ana Gutierrez	City of Brawley
Lily Falomir	City of Calexico
Fumi Galvan	City of Calipatria
Abraham Campos	City of El Centro
Angel Hernandez	City of El Centro
Jesus Villegas	City of Imperial
Fernando L. Williams	City of Imperial
Adriana Anguis	City of Holtville
Ramiro Barajas	City of Westmorland
Veronica Atondo	County of Imperial
Adolfo Garcia	County of Imperial
Manuel Ortiz	IID

Others:

David Aguirre	ICTC
Katie Luna	ICTC
Marlene Flores	ICTC
Esperanza Avila	ICTC
Cesar Beltran	ICTC
Felix De Leon	City of El Centro
Hector Salcedo	City of El Centro
Andrea Montano	City of El Centro
Marco Coronel	County of Imperial
Lupe Valdez	Union Pacific
Ken Tom	Union Pacific
Ismael Garcia	ICAPCD
Rebecca Villarino	Caltrans
John Garcia	Caltrans
Bryan Ott	Caltrans
Rob Owen	Caltrans
Davids Salgado	SCAG
Zach Gardea	SCAG

The meeting was called to order at 10:06 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 August 22, 2024 ([Anguis/Hernandez](#)) with corrections, **Motion Carried.**
2. **Union Pacific Permitting Presentation**
Presented by Lupe Valdez and Ken Tom, Union Pacific
 - A presentation was given by Lupe Valdez and Ken Tom on how to submit a Public Project with the Union Pacific Railroad.
3. **Sub-Regional Partnership (SRP2.0)**
Presented by Marlene Flores, ICTC

ICTC requested that the Technical Advisory Committee forward this item to the Management Committee and Commission after any discussion and/or recommendations and after public comments, if any:

 1. Authorize the Chairman to sign the resolution approving the execution of an agreement to receive funding from the REAP 2.0 Grant Program of 2021 and authorize the Executive Director to sign the MOU to ensure compliance with the REAP 2.0 Program requirements.
 2. Direct Staff to forward the agreement to SCAG.

A motion was made to approve the Action Item. ([Campos/Ortiz](#)) **Motion Carried.**
4. **EV Charging Study Scope Review**
Presented by Katie Luna, ICTC
 - ICTC has developed a scope of work for a regional EV Charging project. Staff are requesting to provide us with any feedback before finalization. This project includes a study of the region to provide future infrastructure of charging stations for passenger vehicles.
 - Mr. Campos inquired about the end user's and IID's involvement in the project.
5. **ICTC Updates / Announcements**
Presented by ICTC Staff
 - a. **Transit Planning Updates**
2024 Local Partnership Program, Cycle 5:
 - Is scheduled to adopt the 2024 LPP Program Cycle 5 Guidelines on August 15-16, 2024. Upon adoption of the Cycle 5 Guidelines, the Call for Projects will open. The LPP Grant funds require a one-to-one match. The Imperial County Region's estimated allocation amount for FY 2025/26 is \$ 524 million and \$520 million for FY2026/27 for a total of \$1,044 million. The Call for Projects for the CTC is anticipated to open on August 16, 2024, with a deadline of November 15, 2024.
 - ICTC will coordinate with SCAG and through a consultant to provide technical assistance.

Mr. Aguirre stated that if anyone had any questions regarding the ICTC report to please forward them to staff. All other updates are on the agenda on page 36.
6. **Caltrans Updates / Announcements:**
Presented by Rob Owen, Caltrans
 - Announcement about the upcoming webinars on October 10th, 2024 from 10:00 a.m. to 11:30 a.m.
 - A Policy update has been made on the Single Audit Report Submission.
 - Submission is required to CaltransFederalFundAward@dot.ca.gov, the Federal Audit Clearinghouse (FAC), and the State Controller's Office (SCO). The FAC and SCO have

replaced their website locations for uploading the SAR packages effective immediately. These new locations are:

- FAC: <https://secure.login.gov/>
- SCO: <https://dep.sco.ca.gov/>

- Effective October 1, 2024, if the subrecipient expends less than \$1,000,000 for any fiscal year ending after October 1, 2024, the LPA will need to submit an exemption letter to singleaudits@sco.ca.gov and CaltransFederalFundAward@dot.ca.gov. The email must be a PDF on letterhead that identifies the exempt Fiscal Year, certifies exemption reason, and contain a fiscal manager/officer signature.

7. SCAG Updates / Announcements:

(Presented by: David Salgado, SCAG)

- Mr. Salgado mentioned new toolbox Tuesday's events. For more information please contact David Salgado from SCAG.

8. Cities and County Planning / Public Works Updates:

- Mr. Campos from City of El Centro announced an invitation for the ASCE/APWA event on October 3rd at El Centro Public Library.

9. General Discussion / New Business

No new business was discussed.

Next TAC meeting will be on October 24, 2024, at 10:00 a.m., via Zoom for the public and in person at the ICTC offices.

The meeting adjourned at 11:58 a.m.



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PHONE: (760) 592-4494
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SOCIAL SERVICES TRANSPORTATION ADVISORY COUNCIL

MINUTES October 04, 2024

Present

Voting Attendees:

Mike Hack	Consumer
Cristina Leal	ARC- Imperial Valley
Gustavo Gomez	CTSA-ICTC
Kathleen Lang	Community Health Plan

Non-Voting Attendees:

Kathleen Lang	Community Health Plan (zoom)
Cesar Sanchez	IVT
Helio Sanchez	IVT
Jose Guillen	IVT Medtrans
Karla Pacheco	IVT Access
Michelle Soto	Children's Services (zoom)
Mayra Ibarra	Imperial County (zoom)
Esperanza Avila	ICTC
Priscilla Baca	ICTC

1. Mr. Gomez called the meeting to order at 10:02 a.m. **A quorum was not present.**
2. Introductions were made.
 - Hybrid meeting.
3. Minutes were adopted for April 03, 2024, May 01, 2024 & September 04, 2024- **Motion not Carried.**
4. CTSA Reports:
Mr. Gomez had the following updates:
 - Comprehensive Operations Analysis is currently awarded for contract. Projected estimate to last a year.
 - Bus Stop Improvements projects are currently about to receive 60% draft plan for design. Include several bus stops from El Centro, Westmorland and Calipatria. Additional grant fundings were acquired for more bus stops. Once the design faces are complete, we have to procure construction of the bus stops.
 - Calexico ICT: about to go to procumbent of the construction of the project. RFP- Construction will go out in a couple of weeks. Construction estimated beginning of 2025.

Ms. Baca had the following updates:

- Continuing to attend outreach events.
- Access is slowly rising.
- Continuing to share information on all services to new locations.
- IVT Ride/Access is continuing to help Alegria with transportation.
- Continuing to assist in sign-ups for IVT Ride and Access via phone and in person.
- Staff is available for any questions or concerns regarding any of the services.
- Staff is also available to provide brochures and information to any agency that requests it

5. Transit:

Presented by Ms. Baca.

- Power point Presentation was given on ICTC of local & Regional Transit Service Programs.

6. Transit Operator FY 2024-25 Reports:

Imperial Valley Transit.

Mr. Helio presented the report on the service:

- Closure in Brawley on the 2 South.
- Continuing to keep all routes on time.
- New added Route for IVC Express. One of the UTN items.

IVT Access

Ms. Pacheco presented the report on the service:

- Continuing to transport students to IVC.
- Passenger demand is expected to increase with IVC back in session.
- Working with Alegria patients.

IVT Ride

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

- Services are running the same. No new updates.

IVT MedTrans:

Mr. Guillen presented the report on the service:

- Attending more outreach.
- Continuing to do more outreach on MedTrans

7. General Discussion

- Mr. Gomez reminded SSTAC members that they could showcase their agency at the next meeting.

8. Adjournment

- The meeting adjourned at 10:33 a.m.
- The next meeting will be held on Wednesday, November 06, 2024, at the Imperial County Transportation Commission Office, 1503 N. Imperial Ave., Suite 104, El Centro, CA 92243.

VI. REPORTS **VI. BEBOBTL2**

- 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: October 15, 2024
To: ICTC Commission Members
From: David Aguirre, Executive Director
Re: Executive Director's Report

The following is a summary of the Executive Director's Report for the ICTC Commission meeting on October 23, 2024.

- 1) **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. **More information is to come about the potential project selections.**
- 2) **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 is finalizing the submittal of 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.*
- 3) **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 the 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. More information is to come pertaining to State and Regional Share awards.

- 4) **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. There is also a competitive call for projects that is open for submittal directly to the CTC. ICTC is coordinating with agency staff for project submittals.***

- 5) **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.*
- 6) **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.***

- 7) **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 an phase 1 site assessment for the proposed site. ICTC is seeking to obtain NEPA clearance from the FTA to utilize federal funding to offset a portion of the acquisition costs.**
- 8) **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.*
- 9) **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 guideline documentation 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.*

- 10) **Imperial Valley Transit and Associated Services Operations and Maintenance Request for Proposals:** *ICTC's existing agreement with its current operator (Transdev) has concluded. As required by federal law, ICTC issued a Request for Proposals (RFP) to qualified transit operations and maintenance operators. The RFP was issued on February 16th, 2024. The new agreement will be for a 5-year fixed period with two additional single-year options. ICTC received multiple responses to its RFP and ultimately ICTC awarded the agreement to Transdev, services continue to be provided and ICTC Staff is working with Transdev staff to strategically improve services.*
- 11) **Calexico East Port of Entry Bridge Widening Project:** The Project proposes to widen the bridge over the All-American Canal at the U.S./Mexico border approximately 0.7 miles south of State Route (SR) 7. The project proposes to widen the existing structure by adding four lanes: Two New Northbound Auto Lanes and Two New Northbound Commercial Vehicle Lanes. In May 2018, Caltrans and ICTC received \$3,000,000 from the California Transportation Commission and the Trade Corridor Enhancement Program (TCEP) to complete the Project Approval and Environmental Document (PA/ED) for the project. In June 2018, Caltrans completed a Project Initiation Document (PID). In Fall of 2018, the PA/ED phase was initiated by Caltrans, technical studies for the National Environment Policy Act (NEPA) document under Caltrans as the NEPA lead are in progress and is scheduled for completion in May 2020. In December 2018, ICTC was awarded \$20 million under the U.S. Department of Transportation's BUILD discretionary grant program to complete the Design-Build construction phase. ICTC subsequently received TCEP in the amount of \$7.4 Million for construction efforts. The design portion of the project is complete. The project construction is underway, and construction was anticipated to be completed at the beginning of 2023 but suffered delays due to the issuance of the presidential permit. Approximately 87% of construction efforts have been completed. The project was temporarily placed on hold for 6 months due to the issuance of the presidential permit to relocate the border fence. The Presidential Permit was received on July 7, 2023. On November 15, 2023, GSA, ICTC, and regional partners celebrated the completion of Stage 1 of the project with a Ribbon Cutting celebration. ICTC Executive Director David Aguirre led the ceremony. Speakers included ICTC Chair Mike Goodsell, CBP Calexico Port Director Roque Caza, GSA Pacific Rim Region Public Buildings Service Deputy Regional Commissioner Amanda Sweeney, FHWA Senior Project Engineer Tay Dam, Caltrans District 11's South County and Trade Corridor Director Nikki Tiongco, CTC Commissioner Clarissa Reyes Falcon, and Head Counsel of the Mexican Consulate in Calexico Tarcisio Montes de Oca. The event concluded with the anticipated Ribbon Cutting followed by media opportunities. For additional information regarding this project visit the ICTC website at: <https://www.imperialctc.org/projects/calexico-east-port-of-entry-bridge-expansion>. *Stage 3 of the project which consists of the completion of the improvements to the passenger vehicles lanes is now complete. Stage 4 of the project is now complete which consists of the retrofit activities and roadway striping. The final project improvements which consisted of the reinstallation of new bolts under the existing bridge section was completed in early August 2024. The project construction efforts are now complete, and the project is now in closeout phase.*
- 12) **Imperial Mexicali Binational Alliance (IMBA):** An IMBA meeting and strategic planning session was held in the City of Mexicali's Preparatoria y Universidad 16 de Septiembre, on January 16, 2024. At the strategic planning meeting, the committee developed the schedule for the year. The following are the remaining dates scheduled for IMBA in 2024.
 - November 14th (Strategic Planning and IMBA meetings) – Imperial County
- 13) **Imperial Valley Transit (IVT) FREE FARES PROGRAM:** On August 7, 2020, the Imperial County Transportation Commission (ICTC) announced the implementation of a Free Fares Program for various Imperial Valley Transit (IVT) services. Eligible services include IVT Fixed Route, IVT Circulators (Blue, Green and Gold Lines), IVT ACCESS and IVT RIDE (EL Centro, Imperial, Heber, Brawley, Calexico, Westshores). All

passengers are eligible to benefit from the Free Fares Program. The fares are subsidized by a State of California grant and fare contributions to IVT RIDE passengers by the County of Imperial's Area Agency for the Aging (AAA). *ICTC was able to secure a new grant to provide free fares for all its transit programs. Due to the previous labor issues, ICTC implemented free fares for all services to assist with the inconvenience to the public. The labor issues have since been resolved but ICTC will continue to offer free fares to the public until further notice. ICTC was also able to secure a second grant to provide free fares for all services with the exception of the Calexico On Demand service. The free fares program ended in June with existing fares being re-implemented on July 1, 2024. A formal public hearing was held on March 27, 2024, prior to the Commission Meeting.*

14) IVT Ride Potential 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 anticipates 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 is currently working on developing a plan to conduct outreach (inclusive of in person presentations and surveys) to the public about the possible service modifications.*

15) 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 is underway. ICTC has already acquired 2 of the required 3 properties for the project. The City of Calexico Council approved the commencement of the eminent domain process for two of the required properties. ICTC was recently 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 Programs. Due to the anticipated State budget deficit, REAP 2.0 funding may be impacted. SCAG is working to ensure that the REAP 2.0 funding is not negatively impacted. ICTC is working with SCAG to identify possible alternative funding sources in the interim.

It is anticipated that the project will start construction in January 2025. The final set of contract documents are being prepared in anticipation of the construction bidding phase. ICTC is also working on integrating the CPFCDs funding into its existing FTA RAISE Agreement.

16) 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 are anticipated to work towards a contract award in October 2024. The analysis is anticipated to take a year to complete.*

- 17) **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 within FY24-25/25-26.*
- 18) **2022 Long Range Transportation Plan:** The ICTC in its capacity as the Regional Transportation Planning Agency is responsible for leading the Long Range Transportation Plan (LRTP) in Imperial County. The last update to the LRTP was conducted in 2013. ICTC staff completed a Request for Proposal (RFP) to prepare a full update of the Imperial County LRTP. Michael Baker International was the selected consultant. The process took around 18 months to complete, and included various outreach activities including several pop-up events, technical and stakeholder meetings. The final LRTP document adoption took place in the month of February 2024. The completed document and project listings are posted on the ICTC website for review and download, at <https://www.imperialctc.org/publications-and-reports/transportation-plans-and-studies>.
- 19) **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.*
- 20) **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, and 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 final draft form and have been submitted to Caltrans for review. Caltrans has provided review comments on the project improvement plans. ICTC will work with the design engineer to complete the required updates. Environmental studies and Caltrans submittal are pending submittal by CBP.*
- 21) **Bus Stop along Cole Road west of Highway 111 in the City of Calexico:** *ICTC received a request through its Unmet Transit Needs Public Hearing Process asking for the installation of bus stop improvements along Cole Road west of Highway 111 in the City of Calexico. ICTC and the City of Calexico were able to work together to have the bus shelter and associated infrastructure improvements installed. The bus stop is now open for public use.*
- 22) **Funding for Phase II of the Calexico West Port of Entry:** As previously noted, Congress authorized \$98 million for Phase 1. The U.S. General Services Administration (GSA) began construction for Phase 1 in December 2015 with completion now scheduled for July 2018. Phase 2A was awarded in the amount of \$191million and will include six additional northbound privately-owned vehicle (POV) inspection lanes, permanent southbound POV inspection, expanded secondary inspection and adding a pre-primary canopy, new

administration building, and employee parking structure. *Funding for phase 2B was awarded in the amount of \$103.4 million. Work for phase 2B will include demolition of the old port building and construction of the new pedestrian building. The total estimated investment for the Calexico West POE improvements is \$416.2 million. Construction efforts for the West Port of Entry began in September 2022. GSA recently awarded a new contract for the construction efforts associated with the new pedestrian crossing facility.*

- 23) **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

- 24) **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.
- 25) **San Diego & Imperial Counties Sustainable Freight Strategy:** San Diego Association of Governments (SANDAG) and ICTC received a Caltrans Sustainable Transportation Planning Grant for a Sustainable Freight Implementation Strategy for both counties. The goal with the strategy is to help transition the freight sector in San Diego and Imperial Counties to sustainable technologies, operations, infrastructure over the next 30 years. The strategy will systematically implement multimodal freight projects and policies, seek to pilot innovation technologies, create a workforce development toolkit, and identify potential funding sources for implementation. The area of study includes communities adjacent to major freight infrastructure in San Diego and Imperial Counties. Environmental justice areas, as defined by AB617, will be a particular focus and include the Portside Environmental Justice Communities, the International Border Community, and Calexico-El Centro-Heber corridor. This plan kicked off in February 2022 and is expected to be completed March 2024. Public engagement has been instrumental in the creation of this strategy. Participants of Imperial County have included County Public Works department, Work Force Development, Comité Civico del Valle, Imperial Valley Economic Development Corporation, among others. Strategy outcomes are scheduled to be presented to SANDAG and ICTC groups as well as community organizations such as IMBA and AB617 meetings starting in June in Imperial County.

- 26) **State Route 98 Widening from Ollie to Rockwood:** As part of the Calexico West POE Expansion project, SR-98 and Cesar Chavez Boulevard were widened and improved to serve the expansion to the west. Caltrans' SR-98 work between VV Williams and Ollie Avenue was completed in March 2018, and the Cesar Chavez Blvd. Widening was completed in October 2019. Caltrans has completed the design and right of way phase for SR-98 Widening between Rockwood Avenue and Ollie Avenue. On June 24, 2020, CTC authorized construction funding. The total project cost is estimated at \$7 million using a combination of 2016 Earmark Repurposing, Demonstration, Traffic Congestion Relief, ICTC and local funds. The construction start date was delayed due to environmental impacts and other utility projects in progress within the project area. Construction of the project began on August 6, 2021. The existing contractor of the project has been removed. Caltrans has secured a new temporary contractor to complete the project improvements from Ollie Avenue to Highway 111. Caltrans completed Phase 1 in late November. *Phase 2 of the project commenced on January 9th, 2023. The portion of the project that consisted of the north side of Highway 98 between Highway 111 and Ollie Avenue has been completed. Caltrans recently completed the southeast/northeast side of Highway 98 between Highway 111 and Rockwood Avenue.*
- 27) **State and Federal Local funding Obligations:** Projects 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).
- 28) **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
- 29) **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>.
- 30) **Meetings/trainings attended on behalf of ICTC Executive Director and staff:**
- September 25, 2024- ICTC Commission Meeting at the ICTC office.
 - September 26, 2024- Senior Apartment-Imperial. (attended by Priscilla Baca)
 - September 26, 2024- ICTC TAC Meeting at the ICTC office.
 - September 26, 2024- IVRMA TAC Meeting at the ICTC office.
 - September 30, 2024- SAFE Annual Conference. (attended by Marlene Flores)
 - October 2, 2024- SSTAC Meeting at the ICTC office.
 - October 2, 2024- Knight Scope Call Box SHCC Discussion. (attended by Marlene Flores)

- October 3, 2024- Transdev/ICTC Meeting. (attended by David Aguirre and Gustavo Gomez)
- October 4, 2024- LTA Audit (FY23-24) Kickoff Via Zoom
- October 4, 2024- Cancer Resource Center of the Desert-MedTrans Presentation. (attended by Priscilla Baca)
- October 7, 2024- Inauguration-Binacional de Salud Callexico. (attended by Priscilla Baca)
- October 7, 2024- Knightscope-Imperial-QBR. (attended by David Aguirre, Marlene Flores, and Espy Avila)
- October 8, 2024- Office Hours: Training Resources. (attended by Michelle Bastidas)
- October 9, 2024- ICTC Management Meeting at the ICTC Office via Zoom.
- October 10, 2024- El Centro Senior Day Event. (attended by Gustavo Gomez and Priscilla Baca)
- October 11, 2024- Knightscope-Imperial-Monthly Call (attended by David Aguirre, Marlene Flores, and Espy Avila)
- October 15, 2024- IVC Student Health & Wellness Fair. (attended by Priscilla Baca)
- October 17-18, 2024- CARL Session #2. (attended by Gustavo Gomez)

Memorandum

Date: October 9, 2024
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 Management Committee and Regular Commission meeting for the month of OCTOBER 2024.

1. SCAG Tours the Imperial County on Mobile Workshop

On Thursday September 26th and Friday September 27th SCAG hosted President Curt Hagman and various Regional Councilmembers from throughout the region as part of the Imperial County Mobile Tour. SCAG attended the California League of Cities Imperial County Division Dinner on Thursday evening where SCAG President Curt Hagman reinforced his and SCAG's commitment to collaborating with Imperial County and our regional partners. The dinner was attended by many local elected officials and representatives from the County of Imperial.

On Friday September 27 SCAG coordinated a tour with the County of Imperial's Natural Resources Office to highlight Imperial Counties ongoing efforts to develop "lithium valley." The Known Geothermal Resource Area (KGRA) around the Salton Sea has been identified as one of the most lithium rich areas on the planet with enough lithium to provide one electric vehicle battery for every household in the country. Imperial County is working with various industry sectors, academia, and government stakeholders and partners to ensure the potential industry cluster is hyper focused on creating a comprehensive development opportunity to spur strong economic growth and competitive advantage in the region. The tour included stops at the various areas around the KGRA to highlight this opportunity. The tour included participation from Imperial County local elected officials, a number of SCAG Regional Council Members and other local stakeholders. The tour concluded with a lunch at the Brawley Stockmens Club hosted by Regional Councilmember and Imperial County Board of Supervisors Chairman Luis Plancarte.

2. 2024 Southern California Demographic Workshop Navigates the 'New Growth Reality'

More than 460 people attended the 2024 Southern California Demographic Workshop on Sept. 24 for a fact-based discussion about how to plan for the future of Southern California as demographic trends

diverge from the rapid population growth of past decades. The 35th annual event was hosted by SCAG and the USC Price School of Public Policy.

Highlights of the 2024 Southern California Demographic Workshop included the presentation and publication of a new report by SCAG demographers providing insight into American Community Survey data released earlier in September by the U.S. Census Bureau. The 2023 American Community Survey (ACS) 1-year data released on Sept. 12, 2024, provide comprehensive data on Southern California's social, demographic, economic, and housing conditions, capturing the region's recovery following the pandemic.

The 2023 ACS data shows that real household income growth in Southern California outpaced national growth over the past year and last decade, reflecting long-term economic well-being for the region's median household. The new ACS data also reveal population growth stabilizing in Southern California—counter to the prevailing media narrative about the decline of California's population—which will require new thinking from local and regional planners to expand the economy and improve quality of life for all Southern Californians.

The event also included two panels; keynote speaker Bill Fulton, FAICP; and a series of roundtables for participants to consider how the demographic trends of the past decade, including the historic disruption of the COVID-19 pandemic, will impact the economic realities of the region and day-to-day considerations like mobility and public health.

3. SCAG PUBLISHES REPORT AND MODEL ORDINANCE FOR BROADBAND PERMIT STREAMLINING

Insufficient broadband infrastructure and permitting challenges continue to complicate efforts to bridge the digital divide. Complex processes, high resource demands, and inconsistent fees impede infrastructure deployment. Lengthy permitting processes increase costs and lead to project delays, which pass costs onto consumers.

To help resolve these challenges, SCAG, in collaboration with the San Diego Association of Governments and with funding from the California Emerging Technology Fund, developed a “Broadband Permit Streamlining Report” and “Broadband Permit Streamlining Model Ordinance.” The report outlines key challenges and complexities involved in both wireless and wireline broadband deployment. SCAG created a model ordinance based on the report's findings to offer local jurisdictions options for accelerating permitting processes. Jurisdictions can use this ordinance as a template, either adopting it in full or selecting specific sections to streamline their existing broadband permit processes.

The report and ordinance are available on the SCAG website. For more information regarding the “Broadband Permit Streamlining Report” and “Broadband Permit Streamlining Model Ordinance,” please contact Roland Ok at ok@scag.ca.gov or (213) 236-1819.

4. *Go Human* Program Completes Summer Traffic Safety Activities

Coinciding with California Pedestrian Safety Month in September, SCAG’s *Go Human* program completed traffic safety and community engagement projects that provided approximately \$500,000 in direct support to more than 40 local partners in more than 30 jurisdictions in the region.

The 2024 Community Streets Grant Program awarded more than \$430,000 to 15 community-based organizations in all six counties of the region. Awardees distributed more than 2,200 safety materials, including helmets and bike lights; held 25 capacity-building workshops; collected more than 400 surveys; and produced 23 videos. Since 2018, *Go Human*’s community grants program has distributed more than \$1.7 million to approximately 130 traffic safety projects through six funding rounds.

SCAG expanded the reach of the *Go Human* traffic safety advertisement campaign by distributing 1,600 co-branded safety advertisements to 14 local partners. SCAG’s partners utilized this resource to create local traffic safety advertising campaigns, resulting in an estimated 10 million impressions. In preparation for the 10th year of *Go Human* programming in 2025, SCAG also conducted research to inform content update recommendations. These research activities collected data from 25 interviews, more than 600 surveys, and 12 focus groups.

SCAG *Go Human* supported 11 complete streets pop-up demonstrations using its Kit of Parts Lending Library, reaching more than 5,000 people. SCAG additionally provided four sponsorships to support local traffic safety events and co-developed educational materials with 11 community traffic safety experts.

5. SCAG Participates in Mobility 21

SCAG Chief Operating Officer Darin Chidsey and Chief Planning Officer Sarah Jepson represented the agency at the annual Mobility 21 Summit, participating in panel discussions related to federal and state funding, and the human equation in transportation innovation. Both highlighted recent SCAG funding and projects, such as the Safe Streets and Roads 4 All grant from the U.S. Department of Transportation, the \$50 million funding award from the U.S. Environmental Protection Agency for the Last Mile Freight Program, the *Go Human* program, and current and future work on regional collaboration for the LA28 Olympics. Several SCAG staff, Regional Council members, and policy committee members were also in attendance.

California Department of Transportation



To: ICTC Commission

Date: October 2024

From: EVERETT TOWNSEND (Acting)
Caltrans District 11 Director

Subject: **DISTRICT DIRECTOR'S REPORT**

CONSTRUCTION

CURRENT PROJECTS:

1. **I-8, SR-78 Bridge Rehab at Various Locations: 4 Bridges along I-8 and 2 on SR-78 at Palo Verde**

Work on I-8 bridges is mostly complete. These bridges are located at:

- Brock Research Center Rd – Work completed.
- All American Canal (left/right) – Bridge deck work and painting is complete.
- Winterhaven Dr/4th Street – work began on August 2024.
- Palo Verde locations have started and will install a long-term automated traffic control signal at both locations for reversible one way traffic throughout the duration of construction.

2. **SR-111 Roadside Improvements:**

- Construction started February 2024, to be completed in October 2024.
- This project will be implementing improvements at

various locations on SR-111 between Heber Rd and Niland.

- The scope includes upgrading guardrail, ADA curb ramps and rumble strip installations. The project cost is estimated at \$11 million.

COMPLETED PROJECTS:

- SR-98 Widening Project.
- I-8 Roadside Safety Improvements.
- All Imperial County Clean California Projects.
- **IMP-8-PM R3.7/48:** HM-1 Pave Preservation Ramp Project.

UPCOMING PROJECTS:

1. **FY 23/24 Major HM Projects** that are currently advertised and scheduled to start mostly Job Order Contracts (JOC's):
 - a. 11-2N178: IMP-8-PM 0/10: HM-1/part of JOC 11JOC23241: Pavement Preservation - Microsurfacing. Start of construction after October 2024.
 - b. 11-2N197: IMP-111-PM 23.5/32.1: HM-1/part of JOC 11JOC23241: Pavement Preservation at Various Locations. Start of construction in Fall 2024.

(Non-JOC)

 - c. 11-2N194: IMP-8-PM R74.5/R83.2: HM-1 Pavement Preservation – Cold Plane and Overlay with HMA. Started construction in September 2024.
 - d. 11-2N167: IMP-86-PM 50.46/52.43: HM-3 Bridge Preservation. Start of construction around October 2024.
 - e. 11-2N204: IMP-8-PM R36.4/R39.5 and SD-8-PM 2.9/11.7: HM4 Safety Project – Rumble Strips. Start of construction February 2025.
2. **FY 24/25 Major HM projects:**
 - a. 11-2N230: IMP-86-PM 4.5/8.5 and 20.4/21.39. HM-1 Pavement

Preservation – Microsurfacing. In design phase, RTL at December 2024, in construction at July 2025.

- b. 11-2N147: IMP-111-PM 50.56/52.43. HM-3 Bridge Preservation. In design phase, RTL in September 2024, in construction in March 2025.
 - c. 11-2N226: IMP-98 PM 0/57: HM4 Safety – Rumble Strips. In design phase, RTL in December 2024, in construction at July 2025.
 - d. 11-2N225: IMP-78-PM 0/34 and SD-78 PM 16/95. HM4- Safety – Rumble Strips. In design phase, RTL in December 2024, in construction at July 2025.
3. **11-2N228: IMP-78-PM 0/13. HM-1 Pavement Preservation.** In design phase, RTL in December 2024, in construction at July 2025.

STAKEHOLDER ENGAGEMENT:

1. **Imperial Ave Bridge:**

- Coordinate with the City of El Centro to install additional signage on Imperial Ave Bridge. Signs installation on 10/21 and 10/22
-

2. **Imperial County Lithium Valley Specific Plan**

- Engage with County of Imperial, identify areas of priorities and establish collaborative efforts between agencies.

PROJECT DELIVERY

1. **SR-186 All-American Canal Bridge:**

- This project proposes to construct a new bridge over the All-American Canal to improve safety and better facilitate international and interregional movement of people, goods and services.
- A 2019 feasibility study proposed 8 alternatives including a no-build option. The following stakeholders have been identified, Fort Yuma Quechan Indian Tribe, US BIA, US BOR, IID, International Boundary and Water Commission, County of Imperial, Union Pacific Railroad and US GSA. Preliminary design of bridge, roadway

realignment and temporary detour road are underway, as well as environmental studies.

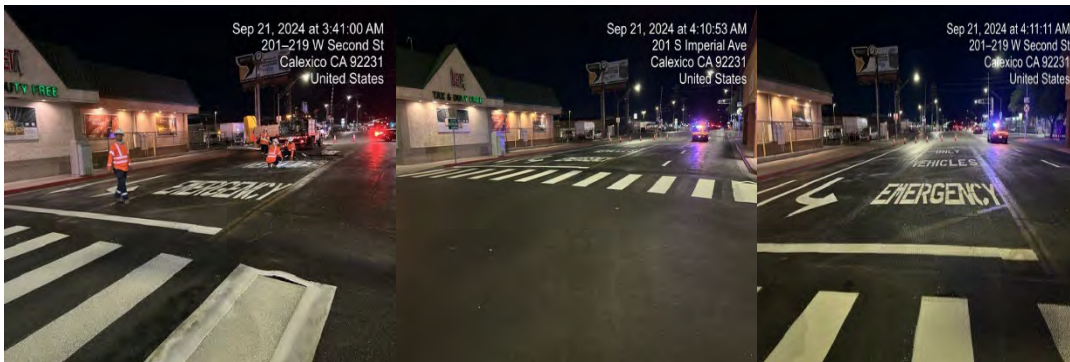
- Project Milestones: Project Approval/Environmental Clearance by 12/2024.

MAINTENANCE AND TRAFFIC OPERATIONS

4. El Centro Traveled Way Crew – Sealing intersections: SR-86, Mowing/Brush Removal, Asphalt repair: I-8 PM 18.2/east of Ocotillo



5. El Centro Functional/Marking Crew – Sign/Landscape maintenance, Refresh pavement markings-SR-111/2nd Street, Calexico.



6. Midway Traveled Way Crew – Crack sealing SR98/SR-7, Asphalt repair: I-8/Ag Station



7. Brawley Traveled Way Crew – Sweeping/brush control

Crack sealing-SR-111/Rutherford Road, Asphalt sealing; SR-86/Buck Road west of Westmorland.



8. **SR-86/Customs & Border Protection (CBP) Checkpoint Expansion:**

- AECOM has submitted a revised concept plan with a standard acceleration lane from the secondary inspection facility and it has been approved.
- The environmental studies are being prepared by ICTC/CBP and will be sent to Caltrans District 11 Staff for review. Caltrans will assist ICTC in coordinating upcoming meetings.

On May 2024, Caltrans placed this project on hold until ICTC/CBP elects to proceed with the environmental process.

PLANNING AND LOCAL ASSISTANCE

CURRENT PROJECTS:

1. **Feasibility Studies: District 11 Truck Parking and Medium/Heavy Duty ZEV Charging Station Site Assessment –**
 - The purpose of this study is to identify potential sites, assess site feasibility, and develop conceptual planning plans for four future truck parking facilities and Medium Duty/Heavy Duty (MD/HD) Zero Emission (ZEV) charging and fueling stations in San Diego and Imperial counties primarily along corridors identified by the Senate Bill (SB) 671 Clean Freight Corridor Efficiency Assessment.
 - The study will also support regional and local efforts to advance MD/HD ZEV including the San Diego and Imperial County Sustainable Freight Implementation Strategy
 - Feasibility Study: A feasibility study supporting this effort was completed in July 2024.
 - Timeline: The Project Initiation Document (PID) to be completed by June 2026.
2. **Calexico East Land Port of Entry Joint Operations Systems-**
 - Objective: This project aims to develop a concept for a joint operation system at the Calexico East Port of Entry (POE), which will introduce the first land POE appointment system for commercial vehicles.
 - System Features: The system will enable commercial vehicle operators to schedule appointments for designated crossing windows based on current border conditions.
 - Pilot Program: This pioneering application will initially be tested with commercial vehicles and may later be expanded to passenger vehicles.
 - Scalability: If successful, the pilot could be scaled to other POEs and potentially implemented at both northern and southern border POEs across the United States.

- Feasibility Study: A feasibility study to support this effort was completed in July 2024.
- Timeline: The Project Initiation Document (PID) to be completed by June 2026

3. **Calexico Travel Corridor Improvements** (11-43220):

- Calexico West POE – Mobility, Operational Improvements, Complete Streets, and Traffic Signals.
- This study includes four alternatives and a no build option. All options (except the no-build) include accessibility improvements alongside SR-111.
- These improvements includes curb ramps, crosswalks enhancements at 9th and 10th St, pedestrian push buttons at 2nd ST additional guide signs where needed.
- ITS infrastructure has been put in place to inform users on border wait time on both Calexico East and West.
- Proposed bus stop at W 5th St for eastbound direction on SR-111 PM R0.55.
- The PA&ED, Design and Construction phases to be completed by early 2025

COMPLETED PROJECTS:

- **Project Study Report: Forrester Road Improvements**

Caltrans Past & Upcoming Events:

Past Events:

- | | |
|-------------------------------------|--|
| August 14th, 2024 | 20 th Annual Procurement and Resource Fair at our District Office Courtyard from 9:00am to 12:00am. |
| October 1st, 2024 | Disparity Study Public Engagement Session at 9:30am and 5:30pm |

Upcoming Events:

- | | |
|--------------------------------------|--|
| October 30th, 2024 | Local Assistance Day Statewide Webinar from 8:30am to 11:30am. |
|--------------------------------------|--|

November 27, 2024 – Deadline for California Transportation Commission (CTC) Requests

Please see link below to review the schedule of deadlines and prepare requests for California Transportation Commission (CTC) approval during the January 30-31, 2025, CTC meeting –

<https://dot.ca.gov/-/media/dot-media/programs/financial-programming/documents/2025-external-preparation-schedule.pdf>

When possible, do not wait to submit requests, Caltrans District 11 must receive all documents at least two months prior to the desired CTC meeting date.

Wednesday, **November 27**, 2024, is the final deadline (for January 30-31, 2025, CTC meeting).

For assistance, please call the Caltrans District Local Assistance Engineer, Bryan Ott: 619-985-5440.

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.

The deadlines for applications to be submitted via [Grants.gov](https://www.grants.gov) are:

Fiscal Year BIP Funding	Planning Application Deadline	Bridge Project Application Deadline
FY 2025	October 1, 2024	November 1, 2024
FY 2026	October 1, 2025	November 1, 2025

The deadline for **Large Bridge Project Grant Applications** to be uploaded to [Grants.gov](https://www.grants.gov) is August 1, 2025, for consideration of FY 2026 funds.

Further details are available at this link – [BIP - Funding Programs - Management and Preservation - Bridges & Structures - Federal Highway Administration \(dot.gov\)](#)

U.S. Department of Transportation 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 – <https://www.transportation.gov/grants>

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.

A few of the key programs and their deadlines:

* Rebuilding American Infrastructure with Sustainability and Equity (RAISE)

1) FY 2025: 1/13/2025

2) FY 2026: 1/13/2026

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

November 21, 2024 – Environmental and Climate Justice Community Change Grant Deadline

The U.S. Environmental Protection Agency (EPA) has a new Environmental and Climate Justice Community Change Grants program (Community Change Grants), announced via a Notice of Funding Opportunity (NOFO), for approximately \$2 billion dollars in Inflation Reduction Act (IRA) funds in environmental and climate justice activities to benefit disadvantaged communities through projects that reduce pollution, increase community climate resilience, and build community capacity to address environmental and climate justice challenges. Applications are now open, which the EPA is accepting on a rolling basis, with grant technical assistance available to applicants. Final deadline to apply is **November 21, 2024**.

<https://www.epa.gov/inflation-reduction-act/inflation-reduction-act-community-change-grants-program>

November 25, 2024 – FHWA Low-Carbon Transportation Materials Funding Deadline

The Federal Highway Administration (FHWA) has released a Low-Carbon Transportation Materials (LCTM) Notice of Funding Opportunity (NOFO). This NOFO is open to eligible local governments, political subdivisions of a State, Federally recognized tribes, Federal Land Management Agencies, Metropolitan Planning Organizations, and special purpose districts or public authorities with a transportation function. The LCTM Program aims to increase use of materials that have “substantially lower levels of embodied greenhouse gas emissions” as defined by the Federal Environmental Protection Agency.

For more information on the LCTM Program, please visit <https://www.fhwa.dot.gov/lowcarbon>

NOFO applications must be submitted to [Grants.gov](#) by November 25, 2024, at 8:59 pm PT.

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>

October 24, 2024 – Statewide IIJA Transportation Implementation Working Group Meeting

The next Bi-Annual Infrastructure Investment Jobs Act (IIJA) Transportation Implementation Working Group meeting will be 9:30 am – 11:30 am on October 24, 2024. An agenda and list of speakers will be posted prior to the Working Group meeting.

[Register on WebEx to](#) receive meeting access.



Disparity Study

Results and DBE Goal Presentations

The California Department of Transportation (Caltrans) has commissioned BBC Research & Consulting (BBC) to conduct a disparity study to understand conditions in the local marketplace and collect information required for Caltrans to establish its next triennial Federal Disadvantaged Business Enterprise (DBE) goal.

All are welcome

We want to hear from you:

- Primes
- Disadvantaged Business Enterprise (DBE)s
- Small Business Enterprises (SBE)s
- Disabled Veteran Business Enterprise (DVBE)s
- Minority / Women-owned Business Enterprises (M/WBE)s
- Micro businesses

- Learn more about the study
- Tell the BBC study team about your experiences
- Share information to help inform Caltrans' overall DBE and project goals



November 7, 2024

9:30 AM

<https://bit.ly/4cQvC3u>



November 7, 2024

5:30 PM

<https://bit.ly/4dP95p0>



November 12, 2024

9:30 AM

<https://bit.ly/4gbEVOOn>



November 12, 2024

5:30 PM

<https://bit.ly/4dP8yDz>



November 19, 2024

9:30 AM

<https://bit.ly/4cTly8G>



November 19, 2024

5:30 PM

<https://bit.ly/3XcOaoR>



Sessions will be conducted via Zoom with a telephone option. Zoom/call-in information will be provided upon registration.

Register for a session:

<https://bit.ly/3MuyZSX>

Learn about the study:

<https://dot.ca.gov/programs/civil-rights/disparity-study>

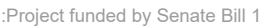
For questions contact:

Edwin Bragado

Civil Rights & DBE Compliance Analyst
Caltrans Division of Local Assistance/Office of Civil Rights
Phone. 916-907-2155 / Email. Edwin.bragado@dot.ca.gov

Moving Transportation Forward

STATUS OF TRANSPORTATION PROJECTS



Abbreviations:

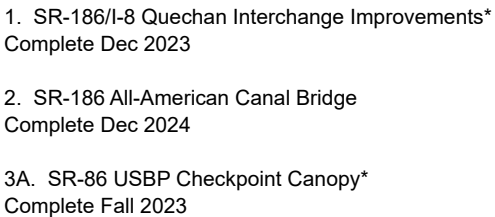
GSA: General Services Administration

45 ACE: Port of Entry

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

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

Date:06/19/2024



3B. SR-86 USBP Checkpoint Canopy*
Complete Fall 2023

4. Bridge Rehab Projects on I-8 and SR-78
Begin Construction March 2023, Complete Summer 2024
5. Calexico East POE Bridge Widening
Design/Build Begin Mar 2021, Complete June 2023
6. SR-86/Dogwood Road Intersection Improvements Construction
7. SR-98 Widening Phase 1C Ollie Ave to Rockwood Ave
Complete Summer 2024



10. Forrester Road Improvements PSR
11. SR-78/Mesquite Mine
12. Feasibility Study - Truck Parking & Med/Heavy Duty ZEV Charging Station Site Assessment
13. Feasibility Study - Calexico East Land Port of Entry Joint Operations Systems
14. Calexico Travel Corridor Improvements
15. Feasibility Study - Desert Line

16. SR-86 Relinquishment to County of Imperial
Date Estimate 2026

17. SR-86 Relinquishment to City of El Centro
Date Estimate 2026

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



VII. ACTION CALENDAR

- A. Extension of the ICTC Lease and Sublease Agreements – 1503 N. Imperial Ave., Suite 104, El Centro, CA 92243, Addendum 6

The ICTC Management Committee met on October 9, 2024, and forwards this item to the Commission for their review and approval after public comment, if any:

1. Approve the sixth amendment of the current lease and sub-lease agreements with Pico Group, LLC, for the property on 1503 N. Imperial Ave., Suite 104 in El Centro; and authorize the Executive Director to execute the lease agreement.
2. Authorize the Executive Director to sign the sub-lease amendments between ICTC and SCAG with same terms as the original agreement.



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

September 30, 2024

Luis Plancarte, Chairman
Imperial County Transportation Commission
1503 N. Imperial Ave., Suite 104
El Centro, CA 92243

SUBJECT: Extension of the ICTC Lease and Sublease Agreements – 1503 N. Imperial Ave., Suite 104, El Centro, CA 92243, Addendum 6

Dear Commission Members:

On November 29, 2017, the Commission approved a lease for three years plus two (2) one-year options with Pico Group, LLC and the sublease with Southern California Association of Governments (SCAG) containing the same terms for the property at 1503 N. Imperial Ave., Suite 104 in El Centro. On October 26, 2021, the Commission approved the request for the second one-year extension and requested an additional one-year option be authorized for the existing lease and sub-lease agreements. The proposed agreement will expire on December 31, 2024.

ICTC is requesting approval to proceed with a sixth addendum to the existing lease and sub-lease agreements for a two-year term expiring on December 31, 2026, with an option to exercise an additional one-year extension option through December 31, 2027. There are no changes to the rent schedule therefore, the monthly amounts will remain the same as agreed in the original lease and sub-lease approved in 2017.

Attached are the proposed current lease and sub-lease documents.

The Management Committee met on October 9, 2024, and forwards this item for your review and approval after public comment, if any:

1. Approve the sixth amendment of the current lease and sub-lease agreements with Pico Group, LLC, for the property on 1503 N. Imperial Ave., Suite 104 in El Centro; and authorize the Executive Director to execute the lease agreement.
2. Authorize the Executive Director to sign the sub-lease amendments between ICTC and SCAG with same terms as the original agreement.

Sincerely,

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

DAVID AGUIRRE
Executive Director

Attachments
DA/cl

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



CALIFORNIA
ASSOCIATION
OF REALTORS®

ADDENDUM No. 6
(C.A.R. Form ADM, Revised 12/21)



The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR ☐ Residential Lease or Month-to-Month Rental Agreement, ☐ Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), ☒ Other **Commercial Lease**
dated **November 9, 2017**, on property known as **1503 N Imperial Ave # 104-106**

in which **El Centro, CA 92243-6301** ("Property/Premises"),
and **Imperial County Transportation Commission** is referred to as ("Buyer/Tenant")
and **PICO GROUP LLC** is referred to as ("Seller/Landlord").

Buyer/Tenant and Seller/Landlord are referred to as the "Parties."

Original "Commercial Lease" agreement dated 11/19/17, has been extended from 12/31/24 though 12/31/26.

Tenant and landlord have agreed to allow tenant the option to exercise an additional, 1 yr extension option through 12/31/27, with a monthly rent payment of 7281.85.

All other terms and conditions to remain the same and in full force

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this Addendum.

Buyer/Tenant ☒ **Imperial County Transportation Commission** Date _____

Buyer/Tenant _____ Date _____

Seller/Landlord ☒ **Anna Prince** Date **10/4/2024**
DocuSigned by: 60F12990E183426

Seller/Landlord **PICO GROUP LLC** Date _____

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ADM REVISED 12/21 (PAGE 1 OF 1)

ADDENDUM (ADM PAGE 1 OF 1)

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1 **IN WITNESS WHEREOF**, the Parties hereto have caused this Sixth Amendment to be
2 executed the day and year first above written.

3
4 **IMPERIAL COUNTY TRANSPORTATION SUBTENANT**
5 **COMMISSION**

6
7 By: _____
8 DAVID AGUIRRE
9 Executive Director

By: _____
CINDY GIRALDO
CFO

10 Date: _____

Date: _____

11 **ATTEST:**

12 By: _____
13 CRISTI LERMA
14 Secretary to the Commission

15 **APPROVED AS TO FORM:**

16
17 By: _____
18 Eric Havens
19 ICTC Counsel

VII. ACTION CALENDAR

- B. Amendment to the Agreement between the Imperial County Transportation Commission (ICTC) and Nomad Transit, LLC (Via) for the operation of the Calexico Microtransit Service funded by the Clean Mobility Options (CMO) Voucher Pilot Program

The ICTC Management Committee met on October 9, 2024, and forwards this item to the Commission for their review and approval after public comment, if any:

1. Approve the Second Modification to the agreement between ICTC and Nomad Transit, LLC (VIA) for the Calexico On Demand service in the amount of \$500,000 modifying the total contract value to \$1,998,875. The modification is contingent upon receipt of said additional funding.
2. Utilize one (1) of the single year mutual options to extend the existing agreement for up to 1 year.
3. Authorize the Executive Director to sign Modification No. 2.



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

October 14, 2024

Luis Plancarte, Chairman
Imperial County Transportation Commission
1503 N. Imperial Ave., Suite 104
El Centro, CA 92243

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

Dear Commission Members:

The Imperial County Transportation Commission (ICTC) partnered with Via Transportation, Inc. (Via) to develop a grant application under the Clean Mobility Options Voucher Pilot Program (CMO) to implement and operate a zero emission microtransit service in the city of Calexico. ICTC was awarded the CMO grant for \$998,875. The CMO program requires the applicant to provide the proposed services for a period of 5 years (1 year of service development and 4 years of service operation). The CMO program will fund the first two years of service operation while ICTC will fund the remaining two years of service operation. ICTC is generating Fare Revenues to offset the cost of the service.

Under the partnership, Via provides turnkey operations, infrastructure, software applications, customer service, marketing assistance and maintenance, while ICTC provides administration, oversight and assistance with marketing efforts. ICTC is actively involved in the project operations and monitors its performance. The Calexico On-Demand Service currently provides microtransit type public transportation services within the city of Calexico utilizing 3 to 4 plug in hybrid emission vehicles (PHEV). The service is open to the public and rides can be obtained by using the service's mobile application or via phone. The service currently operates Monday through Friday (federal holidays excluded) during the hours of 6:00 a.m. to 6:00 p.m.

The existing agreement between the two parties is for a two-year service period with options for two additional one-year mutual service period extensions. The current agreement term ends in January 2024. Staff recommend utilizing one of available single year options to continue service with VIA as the vendor beyond January 2024. ICTC incorporated the Calexico On Demand service into its primary agreement with Transdev to potentially start providing services July 1, 2024.

ICTC The contract value for the initial two-year service period was \$1,253,296.00 (\$626,648.00 per year). The CMO grant currently funds \$1,498,875 (\$749,438 per year) of the service cost for the first two years of operations.

ICTC was previously able to apply for an additional \$500,000 in grant funds bringing the total grant funds available for the project to \$1,498,875. ICTC completed Amendment 1 to the existing agreement to incorporate the additional grant funds into service operations.

In recent months, staff were able to secure an additional grant from the CMO program for a total of \$300,000 and a secondary grant from the Low Carbon Transit Operations Program (LCTOP) in the amount of \$520,353 to further fund operations of the service. Due to significant demand, it is ICTC's intention to utilize the additional funding to cover the cost of operations from January through June 2024 (\$820,353). ICTC is currently operating approximately 800 hours of service on a monthly basis.

The remaining optional years would be funded by ICTC. ICTC has secured additional funding to operate the service for years 3 and 4.

The ICTC Management Committee met on October 9, 2024, and forwards this item to the Commission for review and approval after public comment, if any:

1. Approve the Second Modification to the agreement between ICTC and Nomad Transit, LLC (VIA) for the Calexico On Demand service in the amount of \$500,000 modifying the total contract value to \$1,998,875. The modification is contingent upon receipt of said additional funding.
2. Utilize one (1) of the single year mutual options to extend the existing agreement for up to 1 year.
3. Authorize the Executive Director to sign Modification No. 2.

Sincerely,



David Aguirre
Executive Director

1 **MODIFICATION #2 TO AGREEMENT FOR CALEXICO ON DEMAND TRANSIT**
2 **SERVICES**

3
4 THIS SECOND MODIFICATION TO AGREEMENT FOR SERVICES (“Second Modification”),
5 made and entered into this _____ day of _____, 2024, is by and between the **IMPERIAL**
6 **COUNTY TRANSPORTATION COMMISSION** (“ICTC”) and **NOMAD TRANSIT LLC**, a
7 Delaware limited liability company, and registered as a foreign limited liability company in California
8 (“CONSULTANT”) (individually, “Party;” collectively, “Parties”).

9 **RECITALS**

10 **WHEREAS**, ICTC and CONSULTANT entered into that certain Agreement for Services on January
11 26, 2022 through Minute Order No. 7C, as amended by a First Modification on June 28, 2023 through Minute
12 Order No. 5C (“Agreement”), incorporated by this reference as though fully set forth herein; and

13 **WHEREAS**, section 9.1 of the Agreement contains two (2) single year mutual options to extend and
14 parties wish to exercise one (1) option period to extend through December 31, 2025; and

15 **WHEREAS**, to pay for additional necessary services, additional funding has been allocated, and the
16 Parties now wish to amend the total not to exceed compensation amount.

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

19 1. The term of the Agreement shall be extended one (1) option period to extend through
20 December 31, 2025.

21 2. Section 6 of the Agreement shall be amended to read as follows:
22 “Additional funds have been allocated in a total amount of \$245,579 + \$500,000 = \$745,579.
23 Therefore, the total compensation payable under this Agreement shall not exceed \$1,253,296 + \$745,579
24 = \$1,998,875 unless otherwise previously agreed to by ICTC. However, this Second Modification is
25 *contingent upon receipt of said additional funds.*”

26 3. Section 31 of the Agreement regarding Non-appropriation is reiterated.

27 4. All other terms and conditions of the Agreement are and will remain in full force and effect.
28 There are no other modifications, express or implied except as herein provided.

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

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

CONSULTANT
NOMAD TRANSIT LLC

6
7
8 _____
9 By: Luis A. Plancarte
Chair of the Commission

By: Erin Abrams
CEO

10 **ATTEST:**
11
12

13 _____
14 By: Cristi Lerma
Secretary to ICTC

15
16 **APPROVED AS TO FORM:**
17

18
19 _____
20 By: Eric Havens
ICTC Counsel

VII. ACTION CALENDAR

- C. Amendment to the Agreement between ICTC and Nicklaus Engineering for Various Bus Stop Improvement Project – Design Services

The ICTC Management Committee met on October 9, 2024, and forwards this item to the Commission for their review and approval after public comment, if any:

1. Approve the First Modification to the agreement between ICTC and *Nicklaus Engineering, Inc.* for design services of Various Bus Stop Improvement Project in the amount of \$23,632.00 modifying the total contract value to \$94,859.00.
2. Authorize the executive director to sign Modification No. 1.



1503 N. Imperial Ave. Suite 104
EL CENTRO, CA 92243-2875
PHONE: (760) 592-4494
FAX: (760) 592-4410

October 14, 2024

Luis Plancarte, Chairman
Imperial County Transportation Commission
1503 N. Imperial Ave. Suite 104
El Centro, CA 92243

SUBJECT: Amendment to the Agreement between ICTC and Nicklaus Engineering for Various
Bus Stop Improvement Project – Design Services

Dear Commission Members:

ICTC is continuously exploring opportunities to improve transit services and complete bus stop infrastructure improvements. Recently, we secured grant funding specifically for these enhancements, allowing us to address various locations where bus stop facilities are either insufficient or in need of repair. The cities of Westmorland, Calipatria, and El Centro have been identified as areas for these infrastructure improvements. Additionally, ICTC has obtained further grant funding to incorporate three new bus stops within the city of El Centro.

ICTC recently awarded a contract to Nicklaus Engineering to prepare the engineering design for the bus stop improvement project. The existing contract value is \$71,227.00, which includes \$30,014.00 for design services and \$41,213.00 for surveying services. The additional design services required for the new bus stops will cost \$23,632.00, broken down into \$10,436.00 for design services and \$13,196.00 for surveying services. This adjustment raises the total contract value to \$94,859.00, with the proposed surveying services anticipated to be completed on an Hourly Not to Exceed basis. Nicklaus is a DBE and a local firm.

Due to the additional grant funding secured, ICTC is proposing to expand the budget to accommodate the additional design and anticipated construction services. ICTC anticipates utilizing existing TDA funding to accommodate the additional design services.

The ICTC Management Committee met on October 9, 2024, and forwards this item to the Commission for their review and approval after public comment, if any:

1. Approve the First Modification to the agreement between ICTC and *Nicklaus Engineering, Inc.* for design services of Various Bus Stop Improvement Project in the amount of \$23,632.00 modifying the total contract value to \$94,859.00.
2. Authorize the executive director to sign Modification No. 1.

Sincerely,

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

David Aguirre
Executive Director

MODIFICATION #1 TO AGREEMENT FOR BUS STOP IMPROVEMENT DESIGN

SERVICES

THIS FIRST MODIFICATION TO AGREEMENT FOR SERVICES (“First Modification”), made and entered into this ____ day of _____, 2024, is by and between the **IMPERIAL COUNTY TRANSPORTATION COMMISSION** (“ICTC”) and **NICKLAUS ENGINEERING, INC.**, an Arizona corporation qualified to transact business in California (“CONSULTANT”) (individually, “Party;” collectively, “Parties”).

RECITALS

WHEREAS, ICTC and CONSULTANT entered into that certain Agreement for Services on April 24, 2024 through Minute Order No. 5A (“Agreement”), incorporated by this reference as though fully set forth herein; and

WHEREAS, to pay for additional necessary services, additional funding has been allocated, and the Parties now wish to amend the total not to exceed compensation amount.

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

1. Section 6 of the Agreement shall be amended to read as follows:

“Additional funds have been allocated in a total amount of **\$23,632**. Therefore, the total compensation payable under this Agreement shall not exceed $\$71,227 + \$23,632 = \mathbf{\$94,859}$ unless otherwise previously agreed to by ICTC. However, this First Modification *is contingent upon receipt of said additional funds.*”

2. Section 31 of the Agreement regarding Non-appropriation is reiterated.

3. All other terms and conditions of the Agreement are and will remain in full force and effect. There are no other modifications, express or implied except as herein provided.

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

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

CONSULTANT
NICKLAUS ENGINEERING, INC.

6
7
8 _____
9 By: Luis A. Plancarte
Chair of the Commission

By: Eric Gardner
Vice President

10 **ATTEST:**
11
12

13 _____
14 By: Cristi Lerma
Secretary to ICTC

15
16 **APPROVED AS TO FORM:**
17

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19 _____
20 By: Eric Havens
ICTC Counsel
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VII. ACTION CALENDAR

- D. A Resolution approving the execution of an agreement with Southern California Association of Governments (SCAG) to receive funding from the Regional Early Action Planning (REAP) 2.0 Grant Program of 2021 for \$274,133.

The Technical Advisory Committee met on September 26, 2024, and the ICTC Management Committee met on October 9, 2024, and they both forward to the Commission for review and approval after public comments, if any:

1. Authorize the Chairman to sign the resolution approving the execution of an agreement to receive funding from the REAP 2.0 Grant Program of 2021.
2. Authorize the Executive Director to sign the Final MOU to ensure compliance with the REAP 2.0 Program requirements.
3. Direct Staff to forward the agreement to SCAG.



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

October 14, 2024

Luis Plancarte, Chairman
Imperial County Transportation Commission
1503 N. Imperial Ave., Suite 104
El Centro, CA 92243

SUBJECT: A Resolution approving the execution of an agreement with Southern California Association of Governments (SCAG) to receive funding from the Regional Early Action Planning (REAP) 2.0 Grant Program of 2021 for \$274,133.

Dear Committee Members:

The Regional Early Action Planning Grants (REAP) 2.0 program is a flexible program that seeks to accelerate progress toward state housing goals and climate commitments through a strengthened partnership between the state, its regions, and local entities. REAP 2.0 seeks to accelerate infill housing development, reduce vehicle miles traveled (VMT), increase housing supply at all affordability levels, affirmatively further fair housing, and implement adopted regional and local plans to achieve these goals.

SCAG's REAP 2.0 program is divided into three program areas:

1. Early Program Initiatives
2. Transportation Partnership
3. Programs to Accelerate Transformative Housing

The Early Program Initiatives builds capacity for planning innovation across the region through advancements in community engagement, data-driven decision-making, and performance measurement and monitoring. This program includes and expansion of the Regional Data Platform, the Subregional Partnership 2.0 Program, and the Sustainable Communities Program – Civic Engagement, Equity & Environmental Justice. The Subregional Partnership Program 2.0 (SRP 2.0) approximately \$560 million was made available statewide to the following objectives in ways that lead to transformative policy outcomes and accelerate the implementation of regional and local plans that achieve the state's priority planning goals. The Southern California region is set to receive approximately \$231.5 million in grant funds through REAP 2.0, which SCAG will administer with suballocations made available to eligible entities.

The Imperial County Transportation Commission (ICTC) submitted an application to SCAG mid-June of 2023 for the REAP 2.0 Program under the Subregional Partnership 2.0 for Technical Assistance (TA). The primary goal of the project is to provide technical support to our local agencies with housing planning and to facilitate housing production with the REAP 2.0 program. This project will align with the REAP 2.0 program goals and objectives. The technical assistance program will help our local agencies identify unique community revitalization solutions that are tailored to each community. Infill and redevelopment, mix-use development, transit as an asset, community engagement, are some of the implementations that will benefit from this TA program.

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

All of our local agencies are small, urban cities and agricultural towns with disadvantaged neighborhoods with few resources and infrastructure challenges.

In November of 2023, SCAG approved ICTC's application for the REAP 2.0 Subregional Partnership Program for Technical Assistance for \$274,133. In January 2024, SCAG issued a Stop-Work Order due to probable state budget reductions. The REAP program was put on hold for several months until June of 2024 when the governor approved the Budget Act of 2024, restoring funding to the REAP 2.0 Program. In July 2024, SCAG issued a notice to REAP 2.0 Grant Recipients that the REAP 2.0 Program was restored and project activities could commence. SCAG is preparing a Memorandum of Understanding (MOU) with ICTC to govern the resumption of program activities.

ICTC will be actively involved in the project's operations and will monitor its performance throughout the life of the project. Currently, the deadline for completion of REAP 2.0 Project remains in November 2025. Attached is a draft resolution that establishes our commitment to implement all listed objectives in the MOU in partnership with member agency. The attached action and resolution allow ICTC to participate and ensure compliance with the requirements of the REAP 2.0 program. The MOU will include, among other provisions, the grant amount, Scope of Work, the program objectives, invoicing and reporting requirements, consultant procurement process provisions, and deadline for the program completion.

ICTC Technical Advisory Committee met on September 26, 2024, and the Management Committee met on October 9, 2024, and forwards to the Commission for their review and approval after public comments, if any:

1. Authorize the Chairman to sign the resolution approving the execution of an agreement to receive funding from the REAP 2.0 Grant Program of 2021.
2. Authorize the Executive Director to sign the Final MOU to ensure compliance with the REAP 2.0 Program requirements.
3. Direct Staff to forward the agreement to SCAG.

Sincerely,



DAVID AGUIRRE
Executive Director

DA/mf

Attachment

MEMORANDUM OF UNDERSTANDING
No. M-0XX-24

SCAG Overall Work Program (OWP) No: 305.4927.01

Federal/State Awarding Agency: State of California, Department of Housing and Community Development

Sub-Recipient Name: Imperial County Transportation Commission

Sub-Recipient's UEI No: D9KXK8SRNEL4

Total Amount of Federal Funds Obligated to Sub-Recipient: \$274,133

Total Amount of Non-Federal Funds Obligated to Sub-Recipient: \$0

Total Amount of the Sub-Award: \$274,133

Subaward Period of Performance Start Date: April 1, 2024

Subaward Period of Performance End Date: December 31, 2025

Type of Contract: Project Specific

Method of Payment: See Section 6 of this MOU

Project R&D: N/A

Indirect Cost Rate for the Award: \$69.71

Fringe Benefits Cost Rate for the Award: \$106.22*

*The Sub-Recipient's cognizant agency, ICTC, approved the use of fiscal year (FY) 2023/24 rates (07/01/23~06/30/24) as indicated above. If the rates are later found to have included costs that are unallowable, Sub-Recipient will provide a refund for the unallowable indirect cost and fringe benefits amounts. Sub-Recipient must provide support for the cognizant agency approval of future FY rates.

Subaward Project Title: Imperial Region Technical Assistance REAP 2.0 Subregional Partnership 2.0 Program Grant

Subaward Project Description: Imperial County Transportation Commission will utilize REAP 2.0 funding for eligible uses and activities as provided in the Subregional Partnership Program Guidelines.

MEMORANDUM OF UNDERSTANDING

No. **M-0XX-24**

BETWEEN THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS AND IMPERIAL COUNTY TRANSPORTATION COMMISSION FOR REAP 2.0 SUBREGIONAL PARTNERSHIP 2.0 PROGRAM GRANT

(SCAG Project/OWP No. 305.4927.01)

This Memorandum of Understanding (“MOU”) is entered into by and between the **Southern California Association of Governments** (“SCAG”) and **Imperial County Transportation Commission** (“Sub-Recipient”), for a Subregional Partnership (“SRP”) 2.0 Program Grant. SCAG and Sub-Recipient may be individually referred to as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, the Regional Early Action Planning Grants Program of 2021 (“REAP 2.0”) was established with a principal goal to make funding available to Metropolitan Planning Organizations (“MPO”) and other regional entities for transformative planning and implementation activities that meet housing and equity goals, reduce Vehicle Miles Traveled per capita, and advance implementation of the region’s Sustainable Communities Strategy or Alternative Planning Strategy, as applicable;

WHEREAS, the California Department of Housing and Community Development (“HCD”) administers REAP 2.0 in accordance with Health and Safety Code sections 50515.06 to 50515.10 (“Statutes”) and REAP 2.0 guidelines for MPO applicants released by HCD pursuant to the Statutes (“REAP 2.0 Guidelines”);

WHEREAS, SCAG is the federally designated MPO for Southern California, primarily responsible for the development of a Regional Transportation Plan/Sustainable Communities Strategy (“RTP/SCS” also known as “Connect SoCal”) for the counties of Imperial, Los Angeles, Orange, San Bernardino, Riverside, and Ventura;

WHEREAS, HCD awarded a total of \$246,024,084 to SCAG under REAP 2.0;

WHEREAS, on September 1, 2022, SCAG approved Program Guidelines and on March 28, 2023, SCAG approved updated Program Guidelines (“Program Guidelines”) for the SRP 2.0 Program (“Program”) which authorized up to \$23,084,008 to provide funds to eligible applicants for eligible activities supporting member cities and counties implementing Housing Element work plans;

WHEREAS, on October 14, 2022, SCAG received the notices of intent to apply from the interested eligible applicants and on April 12, 2023, SCAG released a Call for Applications for the Program;

WHEREAS, Sub-Recipient, an applicant eligible for funds under the Program, developed and submitted proposed projects for the Program and the following proposed projects (collectively the “Projects”) were reviewed by SCAG, determined to be consistent with the REAP 2.0 Guidelines and Program Guidelines, and thereafter approved by SCAG:

Imperial Region Technical Assistance

WHEREAS, the purpose of this MOU is to describe the responsibilities of the Parties.

NOW THEREFORE, IT IS MUTUALLY AGREED THAT:

1. Recitals and Exhibits

The Recitals and all exhibits referred to in this MOU are incorporated herein by this reference and made a part of the provisions of this MOU.

2. Term

The Term of this MOU shall begin on the Effective Date and continue until November 30, 2025, (“Completion Date”), unless terminated earlier as provided herein. Time is of the essence in the performance of services under this MOU.

3. Scope of Work and Sub-Recipient’s Responsibilities

- a. Sub-Recipient shall be responsible for implementing the Projects in accordance with the “Scopes of Work” attached as:

Exhibit A-1 – Imperial Region Technical Assistance

- b. Interim deliverables and tasks for each project, including their sub-allocated budgets and schedules, required to implement the Scopes of Work shall be documented using the Scope of Work Approval Form, attached as Exhibit B (“SOW Approval Form”). The SOW Approval Form(s) must be signed by Sub-Recipient’s Project Manager and SCAG’s Deputy Director or their designee prior to the performance of the work outlined in the SOW Approval Form(s). The SOW Approval Form(s) may be signed by way of a manual or authorized digital signature, or a signature stamp. The SOW Approval Form(s) may be used to document interim deliverables and interim deliverable budgets and schedules but may not be used to modify the deliverables and budget noted in this MOU. The SOW Approval Form(s) may be amended subject to approval by SCAG. No amendment to the SOW Approval Form(s) shall be valid unless made in writing and signed by the Parties. If there is a conflict between the SOW Approval Form(s) and this MOU, this MOU shall prevail.
- c. Sub-Recipient must demonstrate a clear and significant nexus to all the REAP 2.0 Goals and Objectives including the definition of infill contained therein as described in Section 9 of this MOU, and must carry out the Projects to meet the REAP 2.0 Goals and Objectives. Any lack of action or action inconsistent with REAP 2.0 Goals and Objectives may result in review and could be subject to modification of funding, termination of this MOU, and repayment of the Grant Funds.
- d. In compliance with Section 3.e., Sub-Recipient shall procure and manage one or more consultants to ensure the Scopes of Work, as outlined in the most current fully executed SOW Approval

Form(s), are fully performed and the Projects are completed in compliance with this MOU and all applicable laws and regulations.

- e. As a recipient of federal and state funds, SCAG has the responsibility for ensuring that its procurement process complies with all applicable federal, state and funding requirements. For all agreements entered into containing funds provided under this MOU or to perform work under this MOU, Sub-Recipient shall procure in compliance with all applicable federal, state, and local laws and regulations. All REAP 2.0 funded procurements must be conducted using a fair and competitive procurement process and sole source procurements are expressly prohibited.
- f. The term “Consultant(s)” shall hereinafter refer to all entities that Sub-Recipient procures, manages, or otherwise enters into contracts or agreements with, in furtherance of the Projects or this MOU regardless of the timing, nature of service/work provided or type of organization, including but not limited to government entities, political subdivisions, subrecipients, consultants, contractors, service providers, suppliers, independent contractors, professionals, managers, architects, engineers, and subcontractors.
- g. Upon request, Sub-Recipient shall provide information to the SCAG Project Manager regarding any existing solicitation including but not limited to Requests for Proposals, Invitation for Bids, Request for Qualifications, and Requests for Quotation (collectively “RFP”). For new RFPs developed or finalized after the Effective Date of this MOU, Sub-Recipient shall provide information to the SCAG Project Manager and obtain SCAG Project Manager’s written approval on any final RFP prior to its issuance. SCAG may require documentation of RFPs and Notices to Proceed before approval of invoice reimbursement.
- h. When requested, Sub-Recipient shall provide other related documentation of compliance, as determined by SCAG, with applicable procurement requirements and terms and conditions of this MOU within ten (10) days of the request.
- i. Sub-Recipient shall be responsible for conducting a complete detailed review: of Consultant(s)’ invoices prior to payment. The review shall include, but not be limited to, ensuring: (1) the work included in the invoice is correctly invoiced and supported; (2) hours worked equal hours invoiced; (3) charged rates are equal to the contracted rates; (4) materials and services were received; ; and (5) that the work performed is consistent with the scope of work. Upon review, Sub-Recipient shall pay Consultant(s)’ invoices prior to submitting invoices to SCAG for reimbursement.
- j. Sub-Recipient shall be accountable to SCAG and HCD to ensure Consultant(s)’ performance. Sub-Recipient’s Project Manager shall be responsible for final approval of Consultant(s)’ deliverables consistent with the Scopes of Work, as outlined in the most current fully executed SOW Approval Form(s); provided, however, that prior to approving a deliverable from the Consultant(s), Sub-Recipient’s Project Manager shall consult with SCAG’s Project Manager.
- k. Any and all notices, reports, or other communications required by this MOU, including but not limited to invoices, accounting reports, supporting documentation, and monitoring reports, shall be submitted under the penalty of perjury.

4. Project Management

- a. All work under this MOU shall be coordinated with SCAG and Sub-Recipient through the Project Managers.
- b. For purposes of this MOU, SCAG designates the following individual(s) as its Project Manager:

[Name]

[Title]

[Number]

[Email]

SCAG reserves the right to change this designation upon written notice to Sub-Recipient.

- c. For purposes of this MOU, Sub-Recipient designates the following individual(s) as its Project Manager:

David Aguirre
Executive Director
760-592-4494
davidaguirre@imperialctc.org

Sub-Recipient reserves the right to change this designation upon written notice to SCAG.

5. **Funding**

- a. SCAG's contribution to the Projects is funded wholly with REAP 2.0 funds, in an amount not to exceed \$274,133 ("Grant Funds"). The individual Projects shall be funded as follows ("Project Funds"):

Imperial Technical Assistance- \$274,133

- b. SCAG shall not be obligated to make payments for any Project costs that exceed the Project Funds for that Project or the Grant Funds for the Projects. SCAG shall not be obligated to pay for any increase in Project costs which exceeds the Project's budget included in this MOU and the most current fully executed SOW Approval Form(s), the Project Funds for that Project, or the Grant Funds for the Projects. SCAG shall not be obligated to make payments from any source other than funds provided by HCD to SCAG pursuant to REAP 2.0. In the event HCD terminates its agreement to provide funds or reduces the funds provided, SCAG shall have the right to terminate this MOU, in accordance with Section 17, or to amend this MOU to reflect the changes in funding.
- c. SCAG shall make payments to Sub-Recipient only for work performed within the Period of Performance as part of the Scopes of Work, as outlined in the most current fully executed SOW Approval Form(s), and consistent with REAP 2.0 Goals and Objectives, REAP 2.0 Guidelines, and Program Guidelines. For purposes of this MOU the Period of Performance shall be from April 1, 2024, until the Completion Date.

- d. SCAG reserves the right, in its sole discretion, to discontinue funding any one or more of the Projects and/or terminate this MOU as described in Section 17.
- e. Any costs for which Sub-Recipient receives reimbursement or credit that is determined by a subsequent audit or other review by either SCAG, HCD, other State authorities or federal cognizant agency to be ineligible or otherwise unallowable, are to be repaid by Sub-Recipient within thirty (30) calendar days of Sub-Recipient receiving notice or a written demand for reimbursement from SCAG. Such repayment may include interest, penalties or related fees, as determined by HCD or other State authorities. Should Sub-Recipient fail to reimburse unallowable costs due to SCAG within thirty (30) calendar days of demand, or within such other period as may be agreed between both parties hereto, SCAG is authorized to withhold and/or off-set future payments to Sub-Recipient.

6. Invoices

- a. This MOU is a Cost Reimbursement agreement. Amounts claimed must reflect the actual incurred and paid cost of completed work. The actual incurred and paid costs may not exceed each Project's budget set forth in the most current fully executed SOW Approval Form(s). All invoices submitted to SCAG for payment shall be e-mailed to accountspayable@scag.ca.gov and copy the SCAG Project Manager (file cannot exceed 10MB). All invoices submitted to SCAG for the Projects shall reference the OWP Project Number (OWP No. 305.4927.01). A separate invoice must be submitted for each individual Project.
- b. By the twenty-first day following the start of a new month (i.e., January 21, February 21, March 21), Sub-Recipient shall submit an invoice for each Project to SCAG using the "Invoice Report" attached as Exhibit C. The Invoice Report must be submitted in both PDF format and the Excel file provided by SCAG. The Invoice Report shall also include, in narrative form, a progress report section with a description of services performed by Sub-Recipient's staff and Consultant(s) as well as progress toward completion of tasks related to the Project for the invoiced period, a reporting of all costs incurred for that period, and progress achieved toward the REAP 2.0 Goals and Objectives. The invoice progress report shall serve as the formal progress report for the project. SCAG shall review the Invoice Report for compliance with this MOU. If SCAG determines that the Invoice Report is compliant with this MOU, SCAG shall approve the Invoice Report and issue payment to the Sub-Recipient.
- c. Incomplete or inaccurate invoices may be returned to Sub-Recipient for correction without payment until corrected and approved. SCAG may, at its discretion, disallow any unsupported costs and process the invoice. If Sub-Recipient corrects the error, the disallowed items can be included in the next set of invoices.
- d. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to Sub-Recipient, and its Consultant(s) at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process, which can be found

at the following link: <https://dot.ca.gov/programs/accounting/travel-guide>, see the link for a summary of travel reimbursement rules.

- e. The Parties acknowledge that SCAG's fiscal year is from July 1 to June 30. Sub-Recipient agrees to submit all invoices to SCAG for eligible expenses incurred through June 30th, no later than July 21st during the Term of this MOU. SCAG shall not be obligated to pay Sub-Recipient for any invoice received after such date.
- f. Sub-Recipient shall submit its final invoice to SCAG within thirty (30) days of the completion of each individual Project, but no later than December 31, 2025, whichever is first. SCAG shall not be obligated to pay-Sub Recipient for any invoice received after such date.
- g. Sub-Recipient will require that its Consultant(s) pay any contractors and subcontractors for satisfactorily completed work no later than ten (10) days of receipt of each payment from Sub-Recipient. The ten (10) calendar days period is applicable unless a shorter period is required by applicable law.

7. Reporting

- a. At any time during the term of this MOU, SCAG may request additional information, as needed, to demonstrate satisfaction of all requirements identified in the MOU.
- b. By February 10 of each year following receipt of funding pursuant to this MOU, Sub-Recipient shall submit an Annual Report using the "Sub-Recipient Report Template," attached as Exhibit D ("Report Template"). Sub-Recipient shall submit a separate Annual Report for each Project. The Annual Report shall include, in narrative form, a description of services performed by Sub-Recipient's staff and Consultant(s) as well as progress toward completion of tasks related to the Project for the prior year, a reporting of all costs incurred for that period, and progress achieved toward the REAP 2.0 Goals and Objectives including measurable outcomes.
- c. When a Project is finalized, and no later than December 31, 2025, Sub-Recipient shall submit a Close-Out Report for the Project. At the time of the execution of this MOU, HCD has not provided the requirements for the Close-Out Report due to HCD by all grantees at the conclusion of the grant performance period. Therefore, the Close-Out Report format required by SCAG of Sub-Recipient is not available at this time, but will be provided when it becomes available.
- d. All reports submitted to SCAG shall reference the OWP Project Number (OWP No. 305.4927.01).

8. Accounting

- a. Sub-Recipient shall establish and maintain an accounting system and reports that properly accumulate incurred Project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles ("GAAP"), enable the determination of incurred costs as interim points of completion, and provide support for payment vouchers and invoices.

- b. Sub-Recipient shall establish a separate ledger account for receipts and expenditures of Project Funds and Grant Funds and maintain expenditure details in accordance with the Scopes of Work, as outlined in the most current fully executed SOW Approval Form(s), for each Project.
- c. Sub-Recipient shall maintain documentation of its normal procurement policy and competitive procurement bid process and completed procurements and financial records of expenditures incurred during the course of the Projects in accordance with GAAP.

9. Allowable Uses of Grant Funds

- a. SCAG shall not award or disburse funds unless it determines that the Project Funds and Grant Funds shall be expended in compliance with the REAP 2.0 Goals and Objectives, and as required meets the definition for “Infill,” as provided in the State REAP 2.0 Guidelines.
 - i. REAP 2.0 Goals (“Goals”) are to invest in housing, planning, and infill housing-supportive infrastructure across the entire state in a manner that reduces Vehicle Miles Traveled (“VMT”), increases housing affordability, and advances equity. More detailed information on the Goals can be found in Section 201 of the [REAP 2.0 Notice of Funding Availability \(“NOFA”\) and Final Guidelines for MPO Applicants](#) and are made a part of the provisions of this MOU as if set forth in full.
 - ii. REAP 2.0 Objectives (“Objectives”) include: (1) accelerating infill development that facilitates housing supply, choice, and affordability; (2) Affirmatively Furthering Fair Housing; (3) reducing vehicle miles traveled. More detailed information on the Objectives can be found in Section 202 of the [REAP 2.0 NOFA and Final Guidelines for MPO Applicants](#) and are made a part of the provisions of this MOU as if set forth in full.
- b. Project Funds and Grant Funds shall only be used by Sub-Recipient for activities approved by SCAG and included in the Scopes of Work, as outlined in the most current fully executed SOW Approval Form(s).
- c. Project Funds and Grant Funds may not be used for administrative costs of persons employed by Sub-Recipient for activities not directly related to eligible activities.
- d. Sub-Recipient shall use no more than **X percent (X%)** of the Project Funds for administrative costs related to a Project, or a maximum of **XXX (\$XXX)**, whichever is lower. For purposes of this MOU, administrative costs are the costs incurred in direct support of grant administration that are not included in the organization’s indirect cost pool. Additional funds may be used from other sources solely contributed by Sub-Recipient to support Sub-Recipient’s administration of the Projects.
 - i. **To be eligible for administrative costs, Sub-Recipient must have clearly indicated if funds would be used towards administrative costs on or before the date the initial SOW Approval Form is fully executed by both parties or within 30 days after the execution of this MOU, whichever is first.**
 - ii. If Sub-Recipient is seeking reimbursement for indirect costs and/or fringe benefits costs, they must annually submit an Indirect Cost Allocation Plan (“ICAP”) or an Indirect Cost Rate

Proposal (“ICRP”) to its cognizant agency for indirect costs and/or fringe benefits costs in accordance with Title 2 Code of Federal Regulations Part 200 (2 CFR 200) Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards. The cognizant agency for indirect costs and/or fringe benefits costs means the federal agency responsible for reviewing, negotiating, and approving ICAPs or ICRPs. Sub-Recipient must provide their approved indirect cost rate and/or fringe benefit rate and provide a copy to SCAG Project Manager of the approved negotiated indirect cost rate agreement (“NICRA”) for the current fiscal year and subsequent years throughout the performance period.

- iii. If Sub-Recipient is seeking reimbursement for fringe benefits costs with absence of the approved NICRA and proposes to use a rate to allocate the fringe benefits costs on the basis of entity-wide salaries and wages of the employees receiving the benefits, they must annually prepare the fringe benefits cost allocation plan in accordance with Title 2 Code of Federal Regulations Part 200 (2 CFR 200) Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards and provide a letter from the Sub-Recipient’s independent auditor confirming the compliance for the current fiscal year and subsequent years throughout the performance period.
- iv. If Sub-Recipient elects a de minimis indirect cost rate of 10%, they must annually complete a certification form provided by SCAG Project Manager to confirm the eligibility and compliance with Title 2 Code of Federal Regulations Part 200 (2 CFR 200) Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards and submit the signed form to SCAG Project Manager for the current fiscal year and subsequent years throughout the performance period. The de minimis rate of 10% is to be applied to modified total direct costs (MTDC) as defined by 2 CFR Part 200.1.
- e. There must be a strong implementation component for the funded activity through REAP 2.0, including, where appropriate, agreement by Sub-Recipient to submit the completed planning document to the applicable board, council, or other entity for adoption prior to the Completion Date. If Sub-Recipient does not formally request adoption of the funded activity, it may be subject to repayment of the Grant Funds.

10. Work Products

- a. For purposes of this MOU, “Work Products” shall mean all deliverables created or produced under this MOU including, but not limited to, all deliverables conceived or made either solely or jointly with others during the term of this MOU and during a period of six months after the termination thereof, which relates to the Projects. Work Products shall not include real property or capital improvements. Work Products includes all deliverables, inventions, innovations, improvements, or other works of authorship Sub-Recipient or Consultant(s) may conceive of or develop in the course of this MOU, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection.
- b. Sub-Recipient shall submit one (1) electronic copy of all Work Products associated with the Projects to the assigned SCAG Project Manager.

- c. SCAG shall own all Work Products. SCAG grants to Sub-Recipient a perpetual royalty-free, non-assignable, non-exclusive and irrevocable license to reproduce, publish or otherwise use Work Products related to the Projects and developed as part of this MOU; provided, however, that any reproduction, publishing, or reuse of the Work Products will be at Sub-Recipient's sole risk and without liability or legal exposure to SCAG.
- d. Subject to any provisions of law, including but not limited to the California Public Records Act, all deliverables and related materials related to the Projects shall be held confidential by Sub-Recipient. Nothing furnished to SCAG which is otherwise known or is generally known, or has become known, to the related industry shall be deemed confidential. Sub-Recipient shall safeguard such confidential materials from unauthorized disclosure, using the same standard of care to avoid disclosure as Sub-Recipient treats its confidential information, but in no case less than reasonable care.

11. Amendments

No amendment or variation of the terms of this MOU shall be valid unless made in writing and signed by the Parties. If an amendment is to become effective before the date of full execution by the Parties, the effective date of such amendment shall be no earlier than the date that SCAG received the request.

12. Notices

Any notice or notices required or permitted to be given pursuant to this MOU may be personally served on the other Party by the Party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

To SCAG: Cindy Giraldo
 Chief Financial Officer
 Southern California Association of Governments
 900 Wilshire Blvd., Suite 1700
 Los Angeles, CA 90017
 (213) 630-1413
 giraldo@scag.ca.gov

SCAG reserves the right to change this designation upon written notice to Sub-Recipient.

To Sub-Recipient: David Aguirre
 Executive Director
 Imperial County Transportation Commission
 1503 N. Imperial Ave, Suite 104
 El Centro, CA 92243
 760-592-4494
 davidaguirre@imperialctc.org

13. Insurance

- a. Sub-Recipient, at their own expense, shall procure and maintain policies of insurance, or provide

evidence of self-insurance, of the types and amounts below, for the duration of the MOU. The policies shall state they afford primary coverage.

Insurance Type	Requirements	Limits
General Liability	Commercial General Liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01.	Not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.
Automobile Liability	Automobile insurance at least as broad as Insurance Services Office form CA 00 01.	Covering bodily injury and property damage for all activities of the Sub-Recipient arising out of or in connection with work to be performed under this MOU, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
Workers’ Compensation/ Employer’s Liability	Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance. Not required for sole proprietors or Sub-Recipients with no employees.	Including Occupational Diseases in accordance with California Law and Employers’ Liability Insurance with a limit of not less than \$1,000,000 each accident.
Professional Liability Insurance	Professional Liability (Errors and Omissions) insurance appropriate to the Sub-Recipient’s profession.	With limits of not less than \$1,000,000 per occurrence. In addition, it shall be required that the professional liability insurance policy remain in effect for three (3) years after the Completion Date of this MOU.

- b. Higher Limits: no representation is made that the minimum insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of the sub-recipient under this agreement.
- c. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - i. SCAG, its officials, employees, and volunteers are to be covered as additional insureds, as respects to liability arising out of the activities performed by or on behalf of Sub-Recipient; products and completed operations of Sub-Recipient; premises owned, occupied or used by Sub-Recipient; or automobiles owned leased, hired or borrowed by Sub-Recipient. The coverage shall contain no special limitations on the scope of protection afforded to SCAG, its officials and employees.

- ii. For any claims related to this Project, Sub-Recipient's insurance coverage shall be primary insurance as respects SCAG, its officials and employees. Any insurance or self-insurance maintained by SCAG shall be excess of Sub-Recipient's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SCAG, its officials and employees.
- iv. Sub-Recipient's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- d. The Workers' Compensation and Employer's Liability policies shall include a waiver of subrogation endorsement in favor of SCAG, its, officials, employees, and volunteers.
- e. Any deductibles or self-insured retentions in amounts over \$10,000 must be declared to and approved by SCAG.
- f. Insurance is to be placed with California admitted insurers with a current A.M. Best's rating of no less than A and be admitted, unless otherwise approved by SCAG.
- g. Sub-Recipient shall furnish SCAG with original endorsements and certificates of insurance evidencing coverage required by this clause. All documents are to be signed by a person authorized by that insurer to bind coverage on its behalf. All documents are to be received and approved by SCAG before work commences. Upon request of SCAG at any time, Sub-Recipient shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
- h. Sub-Recipient agrees to ensure that its Consultant(s) provide the same minimum insurance coverage and endorsements required of Sub-recipient. Sub-Recipient agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section. However, in the event Sub-Recipient's Consultant(s) cannot comply with this requirement, which proof must be submitted to SCAG, Sub-Recipient shall be required to ensure that its Consultant(s) provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with Consultant(s) scope of work and services, with limits less than required of the Sub-Recipient, but in all other terms consistent with the Sub-Recipient's requirements under this MOU. This provision does not relieve Sub-Recipient of its contractual obligations under the MOU and/or limit its liability to the amount of insurance coverage provided by its Consultant(s). This provision is intended solely to provide Sub-Recipient with the ability to utilize Consultant(s) who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of Sub-Recipient under this MOU given the limited scope of work or services provided by the Consultant(s). Sub-Recipient agrees that upon request, all agreements with Consultant(s) will be submitted to SCAG for review.

14. Indemnification

Sub-Recipient shall fully defend, indemnify and hold harmless SCAG, its members, officers, employees, and agents from any and all claims, losses, liabilities, damages, expenses, suits or actions including attorneys' fees, brought forth or arising under any theories or assertions of liability, occurring by or resulting from or otherwise related to the Projects or this MOU. Such obligations shall not, however, extend to any claims, losses, liabilities, damages, expenses, suits or actions that arise from SCAG's willful misconduct.

15. Disputes

Except as otherwise provided in this MOU, any dispute arising under this MOU which is not resolved by mutual agreement shall be decided through binding arbitration by a three (3) member panel in accordance with the rules of the American Arbitration Association and as provided in this provision. If this provision differs from the rules of the American Arbitration Association, then this provision shall control. Sub-Recipient shall continue with the responsibilities under this MOU during any dispute until the dispute is resolved. A judgment upon the award rendered by arbitration may be entered into any court having jurisdiction thereof. The arbitration panel shall have the authority to grant any remedy or relief that would have been available to the Parties had the matter been heard in a court of law. Following arbitration, the arbitration panel shall prepare a written decision containing the essential findings and conclusions on which the award is based so as to ensure meaningful judicial review of the decision. All expenses and fees for the arbitrator and expenses for hearing facilities and other expenses of arbitration shall be borne equally by both Parties unless they agree otherwise or unless the arbitrator in the award assesses such expenses against one of the parties or allocates such expenses other than equally between the Parties. Either Party may bring an action in court to compel arbitration under this MOU and to enforce an arbitration award.

16. Noncompliance

In the event of nonperformance or noncompliance with any requirement of this MOU, including but not limited to project eligibility, schedule, deliverables, or milestone timelines, as outlined in the most current fully executed SOW Approval Form(s), SCAG may:

- a. Issue a written notice to stop work. If such notice is provided, Sub-Recipient and its Consultant(s) shall immediately cease all work under the MOU. SCAG has the sole discretion to determine that Sub-Recipient is in compliance with the terms and conditions after a stop work order, and to deliver a written notice to Sub-Recipient to resume work under this MOU.
- b. Require repayment of the Project Funds or the Grant Funds.
- c. Terminate this MOU pursuant to Section 17.

Notwithstanding the provisions set forth above, or any other provision contained in this MOU, no remedy conferred by any of the specific provisions of this MOU or the SOW Approval Form(s), is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy existing at law or in equity or by statute or otherwise.

17. Termination of MOU

- a. Termination for Cancellation or Reduction in REAP 2.0 Funding. In the event HCD terminates or cancels funding to SCAG, this MOU is deemed to be terminated and SCAG shall be relieved of any and all obligations under this MOU as of the effective date of HCD's termination. In the event HCD reduces funding to SCAG, SCAG shall have the unilateral right to proportionally reduce funding to Sub-Recipient or terminate this MOU.
- b. Termination for Convenience. Either Party may terminate this MOU at any time by giving written notice to the other party of such termination at least thirty (30) calendar days before the effective date of such termination. Should SCAG terminate the MOU for convenience, upon receipt of the notice of termination, Sub-Recipient shall immediately take action to avoid incurring any additional obligation costs or expenses except as may be necessary to terminate its activities or the activities of its Consultant(s). SCAG shall pay Sub-Recipient its reasonable and allowable costs through the effective date of termination and is not liable for any expenses after termination, including any costs associated with Consultant(s). In such event, all finished or unfinished Work Products shall be provided to SCAG and Sub-Recipient shall be paid for all services performed by Consultant(s) and accepted by Sub-Recipient through the effective date of termination.
- c. Termination for Cause. If through any cause, either Party shall fail to timely and adequately fulfill its obligations under this MOU, or if either Party violates any of the covenants, terms, or stipulations of this MOU, the non-breaching Party shall thereupon have the right to terminate the MOU by giving not less than ten (10) calendar days written notice to the breaching Party of the intent to terminate and specifying the effective date thereof. The non-breaching Party shall provide a reasonable opportunity for the breaching Party to cure prior to termination. In no event shall such opportunity to cure extend beyond the term of the MOU. In the event that SCAG invokes this termination for cause provision, Sub-Recipient shall reimburse SCAG for all funds provided for the Projects and all finished or unfinished Work Products shall be provided to SCAG at its option.

18. Records Retention

- a. Sub-Recipient and its Consultant(s) shall maintain all source documents, books and records connected with the Projects, documentation of its normal procurement policy and competitive procurement bid process and completed procurements related to the Projects, all work performed under this MOU, and evidence demonstrating the funding was used for the appropriate purposes for a minimum of five (5) years after December 31, 2026. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.
- b. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, all records shall be retained by Sub-Recipient and its Consultant(s) for five (5) years after: (a) the conclusion or resolution of the matter; (b) the date an audit resolution is achieved for each annual SCAG OWP; or (c) December 31, 2026, whichever is later.

19. Monitoring and Audits

- a. SCAG may monitor expenditures and activities of Sub-Recipient and its Consultant(s) as SCAG deems necessary to ensure compliance with the MOU, the Statutes, the REAP 2.0 Guidelines and the Program Guidelines.
- b. At any time during the term of this MOU, SCAG, HCD, the California Department of General Services, the California Bureau of State Audits, or their designated representatives may perform or cause to be performed a financial audit of any and all phases of the Projects. At their request, Sub-Recipient shall provide, at its own expense, a financial audit prepared by an independent certified public accountant.
- c. Sub-Recipient agrees that SCAG, HCD, the California Department of General Services, the California Bureau of State Audits, or their designated representatives shall have the right to review, obtain, and copy all records and supporting documentation related to the performance of this MOU. Sub-Recipient agrees to provide any relevant information requested. Copies shall be made and furnished to SCAG upon request at no cost to SCAG.
- d. Sub-Recipient agrees to permit SCAG, HCD, the California Department of General Services, the California Bureau of State Audits, or their designated representatives access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this MOU, the Statutes, the REAP 2.0 Guidelines, or applicable state and federal laws, rules, and regulations.
- e. If there are audit findings from SCAG or HCD's audit, Sub-Recipient must submit a detailed response acceptable to SCAG or HCD for each audit finding within ninety (90) days of the audit finding report.

20. Small Business and Disabled Veteran Business Enterprise Participation

- a. If for this MOU Sub-Recipient made a commitment to achieve small business participation, then Sub-Recipient must within 60 days of receiving final payment under this MOU (or within such other time period as may be specified elsewhere in this MOU) report to SCAG the actual percentage of small business participation that was achieved. (Gov. Code § 14841.)
- b. If for this MOU Sub-Recipient made a commitment to achieve disabled veteran business enterprise ("DVBE") participation, then Sub-Recipient must within 60 days of receiving final payment under this MOU (or within such other time period as may be specified elsewhere in this MOU) certify in a report to SCAG: (1) the total amount the Sub-Recipient received under the MOU; (2) the name and address of the DVBE(s) that participated in the performance of the MOU; (3) the amount each DVBE received from the Sub-Recipient; (4) that all payments under the MOU have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (M&V Code § 999.5(d); Gov. Code § 14841.)

21. Compliance with Laws, Rules, and Regulations

- a. Sub-Recipient agrees to comply with all federal, state and local laws, rules and regulations applicable to this MOU.
- b. Non-Discrimination/Equal Employment Opportunity
 - i. During the performance of this MOU, Sub-Recipient assures that no person shall be denied the MOU's benefits, be excluded from participation or employment, be denied Project benefits, or be subjected to discrimination based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, under the Projects or any program or activity funded by this MOU, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 U.S.C. §§ 3601-20) and all implementing regulations, the Americans with Disabilities Act ("ADA") of 1990 (42 U.S.C. §§ 12101 *et seq.*) and all applicable regulations and guidelines issued pursuant to the ADA, and the Age Discrimination Act of 1975 and all implementing regulations. Sub-Recipient shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
 - ii. Sub-Recipient shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 *et seq.*), the regulations promulgated thereunder (Cal. Code Regs. tit. 2, § 11000 *et seq.*), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by HCD to implement such article.
 - iii. Sub-Recipient shall permit access by representatives of the Department of Fair Employment and Housing, SCAG, and HCD upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as the Department of Fair Employment and Housing, SCAG, or HCD shall require to ascertain compliance with this Section.
 - iv. Sub-Recipient shall give written notice of its obligations under this Section to labor organizations with which they have a collective bargaining or other agreement.
 - v. Sub-Recipient shall adopt and implement affirmative processes and procedures that provide information, outreach and promotion of opportunities in the Projects to encourage participation of all persons regardless of race, color, national origin, sex, religion, familial status, or disability. This includes, but is not limited to, a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, as required by 24 C.F.R. § 92.351.
- c. Recycling Certification. Sub-Recipient shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to SCAG regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code § 12205).

- d. Anti-Trust Claims. Sub-Recipient, by signing this MOU, hereby certifies that if these services or goods are obtained by means of a competitive bid, the Sub-Recipient shall comply with Title 1, Division 5, Chapter 11 of the California Government Code (Gov. Code §§ 4550-4554).
- e. Child Support Compliance Act. If the Grant Funds provided under this MOU are in excess of \$100,000, Sub-Recipient acknowledges in accordance with Public Contract Code 7110, that:
 - i. Sub-Recipient recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
 - ii. Sub-Recipient, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- f. Priority Hiring Considerations. If this MOU includes services in excess of \$200,000, the Sub-Recipient shall give priority consideration in filling vacancies in positions funded by the MOU to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
- g. Loss Leader. If this MOU involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC § 10344(e).)

22. Public Works and Construction

Without limiting the generality of Section 21.a., Sub-Recipient agrees to ensure compliance with all applicable legal authority regarding construction standards and requirements, including but not limited to the following:

- a. Labor Code Requirements
 - i. Sub-Recipient is hereby put on notice that the one or more of the Projects under the MOU may qualify as a public works project and Sub-Recipient will therefore be required to determine whether the Project falls under a classification that would require payment of prevailing wages. Services constituting public works are described in California Labor Code Sections 1720-1861, as may be amended or recodified by legislative action from time-to-time.
 - ii. If a Project qualifies as a public works project, Sub-Recipient shall be the Awarding Body for the public works project and required to comply with all requirements applicable to the Awarding Body.

- iii. If Sub-Recipient or its Consultant(s) will perform services that require payment of prevailing wages, they are required to register with the California Department of Industrial Relations (DIR) in order to be compliant with the law. Neither Sub-Recipient nor its Consultant(s) may work on a public works project without a current and active DIR registration.
 - iv. In the event that Sub-Recipient or its Consultant(s) engages in the performance of a public work under this MOU as defined by Labor Code Section 1770 *et seq.*, Sub-Recipient and its Consultant(s) shall be required to cause such employees who are entitled to prevailing wages, to be paid the required wage amounts pursuant to applicable state law. Sub-Recipient and its Consultant(s) shall ensure compliance with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
 - v. Sub-Recipient further acknowledges that any work that qualifies as a public work within the meaning of California Labor Code Section 1720 shall require Sub-Recipient and its Consultant(s) to comply with the provisions of California Labor Code Sections 1775 *et seq.* Sub-Recipient agrees to ensure compliance with Labor Code Section 1776 regarding retention and inspection of payroll records and noncompliance penalties, Labor Code Section 1777.5 regarding employment of registered apprentices, and Labor Code Section 1813 regarding forfeiture for violations of the maximum hours per day and per week provisions contained in the same chapter.
- b. Sub-Recipient shall comply with all applicable federal, state, and local procurement requirements for public works and construction projects and shall advertise, open bids, award, and approve all construction contracts in accordance with the California Public Contract Code and the California Labor Code.
 - c. All construction contracts for the Projects shall be administered and managed by Sub-Recipient. Sub-Recipient shall prepare or have prepared a detailed schedule of performance for the Projects, ensuring that all construction is completed within the timeline allowed by the MOU. Sub-Recipient shall be responsible for requiring the construction contractor to furnish any applicable labor and material bonds and payments and performance bonds naming the Sub-Recipient as obligee, and SCAG as additional obligee, or an insurance policy in lieu of such bonds.
 - d. Sub-Recipient agrees to procure any and all permits, licenses and approvals necessary to complete the Projects, including those necessary to perform design, construction, operation and maintenance, and to comply with all California Environmental Quality Act requirements applicable to the Projects. Sub-Recipient shall pay all charges and fees and give all notices necessary or incidental to the Projects.
 - e. Sub-Recipient shall prepare, or have prepared, all plans, specifications and estimates for the Projects and ensure that the Projects comply with all applicable federal and state accessibility requirements, including but not limited to the Americans with Disabilities Act, including its implementing regulations at 24 CFR Part 8 and any amendments, and California Government Code Section 4450, and applicable requirements and guidance provided in Title 24 of the California Code of Regulations, for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability.

- f. Sub-Recipient shall conduct all necessary due diligence for the Projects, including but not limited to performing necessary environmental assessments/review of environmental hazard reports, conducting engineer/geotechnical review, commissioning title reports to identify and evaluate the condition of title and encumbrances on the subject property, determining the entity(ies) with site control, including whether any third parties have ownership or site control rights, and determining the suitability for the Project.
- g. Sub-Recipient shall ensure any contractors or subcontractors are paid in accordance with applicable laws and regulations.
- h. Sub-Recipient shall comply with the procedure set forth in Public Contracts Code Section 9204 for processing contractor claims, paying undisputed amounts, and requiring mediation of disputed amounts.
- i. Sub-Recipient shall be responsible for ensuring ongoing maintenance of the Projects after completion. SCAG shall not be responsible for ongoing maintenance of the Projects after completion.

23. Conflict of Interest

The Parties shall comply with all applicable federal and state conflict of interest laws, regulations, and policies.

24. Independent Contractor

Sub-Recipient and its Consultant(s) shall be independent contractors in the performance of this MOU, and not officers, employees, or agents of SCAG.

25. Assignment

Neither Party shall assign any rights or interests in this MOU, or any part thereof, without the written consent of each Party to this MOU, which consent may be granted, withheld or conditioned in the consenting Party's sole and absolute discretion. Any assignment without such written consent shall be void and unenforceable. The covenants and agreement of this MOU shall inure to the benefit of and shall be binding upon each of the Parties and their respective successors and assignees.

26. Release of Information

Sub-Recipient shall not release any information or Work Products to a third party or otherwise publish or utilize any information or Work Products obtained or produced by it as a result of or in connection with the performance of services under this MOU without the prior written authorization of SCAG, except as provided under this MOU or as required by law (including, without limitation, pursuant to the California Public Records Act).

All public-facing communications materials relating to this MOU or its subject matter shall acknowledge SCAG. Communications materials include, but are not limited to, site signage, printed information materials, print and online publications, websites, advertisements, video, public service

announcements, social media postings, events, media advisories, news releases, and all other related materials.

To ensure consistency of public information about SCAG programs and funded work products, Sub-Recipient is required to notify and coordinate with SCAG Project Manager who will coordinate with SCAG's Manager of Media & Public Affairs or a specified designee on any media inquiries or plans for proactively providing information to media outlets.

All communication materials must be provided to SCAG, including SCAG Project Manager, prior to completion so that inclusion of this element can be confirmed. SCAG will reply within three business days; if no reply is received, the Sub-Recipient can proceed without comments.

SCAG Communication Contact:

Alisha James
james@scag.ca.gov
(213) 236-1884

27. Non-Exclusivity

Nothing herein is intended nor shall be construed as creating an exclusive arrangement between SCAG and Sub-Recipient. This MOU shall not restrict SCAG from acquiring similar, equal or like services from other entities or sources.

28. Severability

If any provision of this MOU is held to be illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

29. Survival

The following sections survive expiration or termination of this MOU:

- Section 10 (Work Products)
- Section 12 (Notices)
- Section 13 (Insurance)
- Section 14 (Indemnification)
- Section 15 (Disputes)
- Section 18 (Records Retention)
- Section 19 (Monitoring and Audits)
- Section 21 (Compliance with Laws, Rules, and Regulations)
- Section 22 (Public Works and Construction)
- Section 23 (Conflict of Interest)
- Section 26 (Release of Information)
- Section 31 (Jurisdiction and Venue)
- Section 32 (Waiver)

30. Flow-Down Provisions

Sub-Recipient shall include the following provisions in all agreements entered into containing funds provided under this MOU, require the provisions below that survive expiration or termination of this MOU to survive, and shall include a requirement in all agreements that each of them in turn include the requirements in all contracts and subcontracts they enter into to perform work under the Project. SCAG does not have a contractual relationship with Sub-Recipient's Consultants, and Sub-Recipient shall be fully responsible for monitoring and ensuring compliance with these provisions.

Section 3.c. (Scope of Work and Sub-Recipient's Responsibilities – nexus to REAP 2.0)

Section 3.e. – 3.g. (Scope of Work and Sub-Recipient's Responsibilities – procurements)

Section 3.k. (Scope of Work and Sub-Recipient's Responsibilities – penalty of perjury)

Section 5.e. (Funding – repayment of ineligible costs)

Section 6 (Invoices)

Section 7 (Reporting)

Section 8 (Accounting)

Section 9 (Allowable Uses of Grant Funds)

Section 10 (Work Products)

Section 13 (Insurance)

Section 14 (Indemnification)

Section 18 (Records Retention)

Section 19 (Monitoring and Audits)

Section 21 (Compliance with Laws, Rules, and Regulations)

Section 22 (Public Works and Construction)

Section 23 (Conflict of Interest)

Section 24 (Independent Contractor)

Section 25 (Assignment)

Section 26 (Release of Information)

Upon SCAG's request, Sub-Recipient shall provide SCAG a copy of any such agreement.

31. Jurisdiction and Venue

This MOU shall be deemed an agreement under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. Subject to the provisions in Section 15, the Parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought thereunder shall be Los Angeles County, California.

32. Waiver

No delay or failure by either Party to exercise or enforce at any time any right or provision of this MOU shall be considered a waiver thereof of such Party's right thereafter to exercise or enforce each and every right and provision of this MOU. A Waiver to be valid shall be in writing but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

33. Standard of Care

Sub-Recipient and its Consultant(s) shall perform the work required for the Project under this MOU in accordance with generally accepted industry standards, practices, and principles applicable to such work.

34. Force Majeure

Neither Party shall be liable or deemed to be in default for any delay or failure in performance under this MOU or interruption of services resulting, directly or indirectly, from acts of nature, civil or military authority, acts of public enemy, war, strikes, labor disputes, pandemics, or any other similar cause beyond the reasonable control of the Parties, provided that the Party seeking to delay or excuse its performance as a result of such event shall notify the other Party in writing of such circumstances within not more than ten (10) days following the first occurrence of the event forming the basis of the delay or excuse of performance. In the event that the Party seeking to delay or excuse its performance fails to timely deliver the notice described in the previous sentence, then such event shall not relieve the Party from its timely performance.

35. Entire MOU

This MOU, comprised of these terms and conditions, the attached exhibits, and any properly executed amendments, represents and contains the entire agreement of the Parties with respect to the matters set forth herein. This MOU supersedes any and all prior negotiations, discussions and, if any, previous agreements between the Parties with respect to the matters set forth herein.

36. Execution

This MOU, or any amendments related thereto, may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. The signature page of this MOU or any amendments may be executed by way of a manual or authorized digital signature. Delivery of an executed counterpart of a signature page to this MOU or an amendment by electronic transmission scanned pages shall be deemed effective as a delivery of a manually or digitally executed counterpart to this MOU or any amendment.

37. Effective Date

This MOU shall be effective as of the last date on which the document is executed by all Parties.

38. Authority

Sub-Recipient warrants and certifies that it possesses the legal authority to execute this MOU and to undertake the Projects, and, if applicable, that a resolution, motion, or similar action has been fully adopted or passed, as an official act of Sub-Recipient's governing body, authorizing receipt of the Grant Funds, and directing and designating the authorized representative(s) of Sub-Recipient to act in connection with the Projects and to provide such additional information as may be required by SCAG.

**SIGNATURE PAGE TO
MEMORANDUM OF UNDERSTANDING
No. M-0x-24**

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be executed by their duly authorized representatives as of the dates indicated below:

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (“SCAG”)

By: _____
Cindy Giraldo
Chief Financial Officer
Date _____

APPROVED AS TO FORM:

By: _____
Jeffery Elder
Acting Chief Counsel
Date _____

Imperial County Transportation Commission (“Sub-Recipient”)

By: _____
David Aguirre
Executive Director
Date _____

APPROVED AS TO FORM:

By: _____
Eric Havens
County Counsel
Date _____

DISCLAIMER: this sample document is provided as-is without any representations or warranties, express or implied, as to suitability, legal effect, completeness, accuracy and/or appropriateness. It is not intended to provide or offer any legal advice and no attorney-client relationship is formed. Users should consult with legal counsel for appropriate legal or business documents necessary for particular transactions. Users assume all risks.

RESOLUTION NO. [REDACTED]

A RESOLUTION OF [GRANTEE] APPROVING THE EXECUTION OF AN AGREEMENT TO RECEIVE FUNDING FROM THE REGIONAL EARLY ACTION PLANNING GRANT PROGRAM OF 2021

WHEREAS, the Regional Early Action Planning Grant Program of 2021 (“REAP 2.0”) program was established by the California state legislature as part of the 2021 California Comeback Plan under AB 140 to confront the statewide housing affordability crisis by building and expanding on the success of the REAP 2019 program by integrating housing and climate goals and allowing for broader planning and implementation investments to facilitate housing supply, choice, and affordability;

WHEREAS, REAP 2.0 funded activities must meet the program objectives, which are to accelerate infill development that facilitates housing supply, choice and affordability; affirmatively further fair housing; and reduce vehicle miles traveled. Further, all residential development must be in areas meeting the definition for “In Fill” provided in the REAP 2.0 state guidelines;

WHEREAS, the Southern California Association of Governments (“SCAG”) issued a call for applications under the Projects to Accelerate Transitional Housing (“PATH”) Program; and

WHEREAS, SCAG intends to award \$[amount awarded] to [grantee] to complete and deliver the [name of project] project.

NOW, THEREFORE, BE IT RESOLVED by the [deliberative body] of the [grantee] as follows:

SECTION 1. The [grantee] hereby authorizes and directs such actions as are necessary and appropriate to accept the grant award of REAP 2.0 funds in the amount of \$[amount awarded] from SCAG.

SECTION 2. That the [title of staff person] or [his/her/their] designee is hereby authorized and directed to:

1. Execute an agreement with SCAG and any amendments thereto;
2. Take all reasonably necessary and appropriate actions to complete the [name of project] project fulfill all obligations required, and seek reimbursement of grant funds awarded, pursuant to the above referenced call for applications and in a manner consistent and in compliance with the REAP 2.0 guidelines and objectives and PATH Program guidelines and all applicable state and federal statutes, rules, regulations, and laws.

PASSED, APPROVED AND ADOPTED by the [deliberative body] of the [grantee] at its [regular/special] meeting this [22nd] day of [month], [year].

[Name]
[Title], [agency]

Attested by:

[Name]
[Title], [agency]

Approved as to Form:

[Name]
[Title], [agency]

VII. ACTION CALENDAR

E. Award of Contract for Consulting Services - Comprehensive Operational Analysis (COA)

Due to timing constraints, staff are bringing this item to the commission for their review and approval after public comment, if any:

1. Approve the award of the contract for the completion of the Comprehensive Operational Analysis to Jarrett Walker + Associates in the amount of \$485,790.
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

October 18, 2024

Luis Plancarte, Chairman
Imperial County Transportation Commission
1503 N. Imperial Ave. Suite 104
El Centro, CA 92243

SUBJECT: Award of Contract for Consulting Services - Comprehensive Operational Analysis (COA)

Dear Commission Members:

The Imperial County Transportation Commission (ICTC) is launching a Comprehensive Operational Analysis (COA) designed to evaluate and enhance the efficiency, effectiveness, and sustainability of its transit services. This initiative is essential for ensuring that ICTC's transit operations adapt to the evolving needs of the community while optimizing resources and improving overall service delivery.

The COA is expected to produce a detailed report that presents key findings, actionable recommendations, and a strategic roadmap for enhancing ICTC's transit offerings. The analysis will encompass a thorough evaluation of existing transit services to identify strengths and weaknesses, alongside soliciting feedback from stakeholders and transit users to ensure that the findings reflect the community's needs and priorities. Additionally, the analysis will explore innovative strategies and best practices to inform long-term transit planning, as well as assess the potential for passenger rail services and signal prioritization to enhance transit efficiency.

ICTC Staff completed a competitive bid via a Request for Proposals (RFP) process to acquire the services of a qualified consulting team to complete the Comprehensive Operational Analysis. The RFP was issued on August 6th, 2024. Multiple consulting firms were contacted by ICTC staff to create interest and to inform the interested firms of the project. The RFP was sent directly to a total number of nine potential consultants in addition to being posted on ICTC's and Cal Act's websites.

A total of one (1) consultant submitted a response to the RFP. The consultant that submitted a response was Jarrett Walker + Associates.

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

Through the proposal response, Jarrett Walker + Associates demonstrated great knowledge of the proposed project and the ability to complete the critical elements of the project. The Jarrett Walker + Associates team has extensive experience completing Comprehensive Operational Analysis documents along with the sub-consultants they propose. Furthermore, the consultant proposal included a well-defined approach to addressing the project's critical elements, ensuring that all necessary aspects of ICTC's transit services will be examined comprehensively. ICTC is confident that the COA will be conducted with the highest standards of professionalism and expertise, ultimately leading to meaningful improvements in transit services that align with the needs and aspirations of the Imperial County community.

Jarrett Walker + Associates' proposed cost is \$485,790. Jarrett Walker + Associates does anticipate using various DBE firms as part of its project team.

A budget of \$450,000 was identified and approved in the ICTC 24-25 OWP and budget. The remaining cost will be covered by reserved TDA Funds.

The original procurement documents; RFP and consultant response proposal; and all contract exhibits referenced in the contract documents are available for review at the ICTC administrative office on request.

Due to timing constraints, staff are bringing this item to the commission for their review and approval after public comment, if any:

1. Approve the award of the contract for the completion of the Comprehensive Operational Analysis to Jarrett Walker + Associates in the amount of \$485,790.
2. Authorize the executive director to sign the agreement.

Sincerely,



David Aguirre
Executive Director

DA/gg

VIII. INFORMATION ITEMS

A. ReCREATE Edible Food Recovery Inspection Program, Final Report of Recommendations
Presentation by David Aguirre



1

Overview of ReCREATEs Services



In December 2023, ReCREATE Waste Collaborative (ReCREATE) was contracted by the Imperial Valley Resource Management Agency (IVRMA) to determine if the county had adequate edible food recovery capacity to meet the requirements of SB 1383.

ReCREATE provided the IVRMA with a 2022-2024 edible food recovery capacity assessment and an assessment for the reporting period 2025-2034, due to CalRecycle on August 1st, 2024.

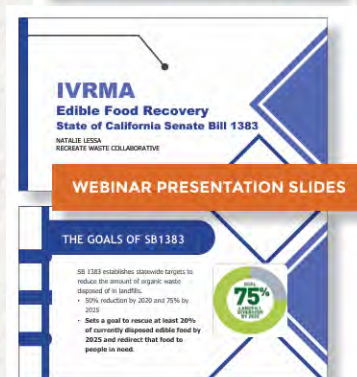


2

Summary of Scope of Work



- Outreach packets were developed for EFGs and FROs which were distributed in-person and electronically.
- Webinars were hosted for EFGs and FROs to learn more about food recovery and compliance with SB 1383.



3

Summary of Scope of Work (continued)



- Conducted in-person inspections at all Tier 1 and Tier 2 commercial edible food generators (EFGs), food recovery organizations (FROs) and food recovery services (FRSs) to determine current and future capacity to recover edible food.
 - Direct Contact Education & Outreach
 - Capacity Surveys
- Completed edible food recovery assessment countywide
- Provided Edible Food Recovery Capacity Planning Report

EDIBLE FOOD RECOVERY CAPACITY PLANNING REPORT



The comprehensive Edible Food Recovery Capacity Planning Report was finalized on August 27th, 2024.



4

Summary of Report Edible Food Disposed



As of April 2024, of the 115 total EFGs located in the County:

- 28 EFGs have a food donation program in place and are donating all edible food that would otherwise be disposed of.
- 8 EFGs have food available to donate are already donating to existing FROs, however are not donating the maximum amount of edible food available.
- 32 EFGs have edible food to donate but have no food donation program in place.
- 10 EFGs could not be determined because they were unreachable.
- 37 EFGs had no food donation program in place but had no food to donate (i.e. are compliant because they have nothing to donate).



5

EFGs with Available Food Types



The table below shows the number of EFGs in each jurisdiction that self-reported having excess food to donate and the food types available for donation (i.e. currently disposing of edible food).

Number of EFGs with Food Types Available for Donation by Jurisdiction									
Jurisdiction	Baked Goods	Non-Perishables	Beverages	Produce	Eggs / Cheese / Dairy	Meat / Seafood / Deli	Frozen Food	Prepared Food (Indiv. Packaged)	Prepared Food (Large Trays)
City of Brawley	2	3	2	3	3	2	3	2	3
City of Calexico	1	4	1	1	2	1	3	1	2
City of Calipatria	0	0	0	0	0	0	0	0	1
City of El Centro	11	9	7	7	12	9	10	12	13
City of Holtville	0	0	0	0	0	0	0	0	1
City of Imperial	0	1	0	1	0	0	0	1	1
Unincorporated Imperial County	3	3	0	0	2	1	2	2	1
Total	17	20	10	12	19	13	18	18	22

6

Summary of Food Recovery Programs & Capacity



- 33 organizations were contacted in Imperial County, 21 were responsive and participated in the capacity survey.
- Of the 21 organizations, 11 are considered FROs per SB 1383 definition.

Of the 11 FROs, Imperial Valley (IV) Food Bank is the largest organization in the county and the only one classified as both an FRO and an FRS because they transport food from EFGs to other organizations.

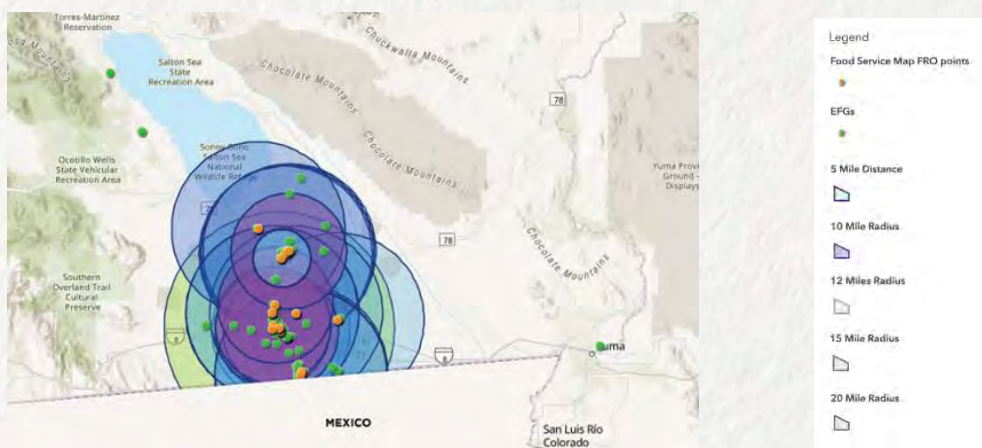


7

Food Recovery Service Area Map



The map below shows the distance that each surveyed organization is willing to travel to pick up food donations. Of the 21 organizations surveyed, all have access to a vehicle to pick up food donations



8

Organizations Accepting Donations by Food Type



Jurisdiction	Baked Goods	Non-Perishables	Beverages	Produce	Eggs / Cheese / Dairy	Meat / Seafood / Fish	Prepared Food	Prepared Food (Tray)	Prepared Food (Large Tray)
City of Brawley	5 out of 6	5 out of 6	3 out of 6	4 out of 6	4 out of 6	4 out of 6	4 out of 6	4 out of 6	3 out of 6
Brawley 4 Square Church	X	X	X	X	X	X	X	X	
Brawley Feed the Need	X	X		X	X	X	X	X	
Brawley Iglesia de Dios de la Profecía	X								
Campaneros Unidos Inc.	X	X	X	X	X	X	X	X	X
El Redentor Assembly of God	X	X	X	X	X	X	X	X	X
Gateway Church of Brawley	X								
City of Calexico	3 out of 3	3 out of 3	3 out of 3	2 out of 3	2 out of 3	2 out of 3	2 out of 3	1 out of 3	3 out of 3
Calexico United Methodist Church	X	X	X	X	X	X	X	X	X
Neighborhood House of Calexico	X	X	X	X	X	X	X	X	X
SDSU IV Food Pantry	X	X	X	X	X	X	X	X	X
City of El Centro	3 out of 6	6 out of 6	4 out of 6	5 out of 6	4 out of 6	4 out of 6	4 out of 6	3 out of 6	1 out of 6
Christ Community Church	X	X	X	X	X	X	X	X	
Iglesia Universal	X	X	X	X	X	X	X	X	
New Creations - Men's Center	X	X	X	X	X	X	X	X	
St. Mary's Catholic Church		X							
United Families Inc.		X		X				X	X
Salvation Army El Centro Corps.	X	X	X	X	X	X	X	X	
City of Holtville	1 out of 1	1 out of 1	1 out of 1	1 out of 1	1 out of 1	1 out of 1	1 out of 1	1 out of 1	0 out of 1
Turning Point Ministries - Men's Home	X	X	X	X	X	X	X	X	
City of Imperial	2 out of 4	4 out of 4	2 out of 4	3 out of 4	3 out of 4	3 out of 4	2 out of 4	1 out of 4	0 out of 4
Imperial Valley Food Bank	X	X	X	X	X	X	X	X	
IVC Kitchen / Food Pantry	X	X	X	X	X	X	X	X	
Solid Rock Christian Ministries	X	X		X	X	X			
United Way of Imperial County		X							
City of Westmorland	1 out of 1	1 out of 1	1 out of 1	1 out of 1	1 out of 1	1 out of 1	1 out of 1	1 out of 1	0 out of 1
Westmorland Community Presbyterian Church Food Pantry	X	X	X	X	X	X	X	X	
Total	15 out of 21	20 out of 21	14 out of 21	16 out of 21	15 out of 21	15 out of 21	14 out of 21	13 out of 21	6 out of 21

- The **most accepted** food types are non-perishables and produce.
- The **least accepted** are large trays of prepared foods due to the logistical difficulties to safely transport food in large trays, the single-use foodservice ware needed to handle prepared food, and the quick turnaround time needed to distribute prepared food to the community

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Edible Food Recovery Capacity Calculator Results



The data used for the County's EF Calculator can be found in Attachment 4 – IVRMA Capacity Calculator EFG Data and Attachment 5 - IVRMA Capacity Calculator FRO Data.

TABLE 4 - Edible Food Capacity by Food Type for Target Year

Recovered Edible Food Type	Total Edible Food Disposed for Target Year	Total <u>Current</u> Edible Food Accepted for Target Year	Total Edible Food Capacity for Target Year	Potential lbs. Accepted at New or Expanded Organizations	Total Edible Food Capacity with Potential New or Expanded for Target Year
Potentially Donatable - Vegetative	591,879	796,884	205,005	N/A	N/A
Potentially Donatable - Meat	102,938	541,116	438,178	N/A	N/A
Potentially Donatable - Eggs, Dairy, and Dairy Alternatives	303,965	629,952	325,987	N/A	N/A
Potentially Donatable - Cooked/Baked/Prepared Perishables	1,091,877	347,844	-744,033	N/A	N/A
Potentially Donatable - Packaged Non-perishables	489,878	558,444	68,566	N/A	N/A
Total Potentially Donatable Edible Food Disposed	2,580,536	2,874,240	293,704	9,396	303,100

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Edible Food Recovery Capacity Calculator Results



One objective of the capacity assessment is to understand the gaps within the current programs. Effective communication between jurisdictions, EFGs, FROs, and FRSS is essential in creating a robust and sustainable donation program in the County.

TABLE 5 - Edible Food Recovery Capacity by Jurisdiction

Jurisdiction	Total Edible Food Disposed (Current reporting Year)	Total Edible Food Capacity (Current Reporting Year)	Excess/Deficit Capacity
Brawley	396,679	420,948	24,269
Calexico	485,934	141,900	-344,034
Calipatria	108,000	2,592	-105,408
El Centro	1,013,490	272,592	-740,898
Holtville	117,300	34,560	-82,740
Heber District	55,896	1,296	-54,600
Imperial	138,146	1,974,540	1,836,394
Westmorland	28,896	25,800	-3,096
Unincorporated Imperial County	139,446	0	-139,446

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Identified Resource Needs



TABLE 6 - Identified Resource Needs

Total Number of Organizations in Need of Resources						
Jurisdiction	Refrigerators	Freezers	Shelving	Vehicle	Staff	Food Weight Scales
City of Brawley	5 out of 6	5 out of 6	4 out of 6	3 out of 6	5 out of 6	4 out of 6
City of Calexico	3 out of 3	3 out of 3	2 out of 3	2 out of 3	3 out of 3	2 out of 3
City of El Centro	2 out of 6	3 out of 6	4 out of 6	2 out of 6	4 out of 6	5 out of 6
City of Holtville	1 out of 1	1 out of 1	1 out of 1	1 out of 1	1 out of 1	1 out of 1
City of Imperial	2 out of 4	2 out of 4	1 out of 4	1 out of 4	3 out of 4	2 out of 4
City of Westmorland	1 out of 1	1 out of 1	1 out of 1	1 out of 1	1 out of 1	1 out of 1
Total	14 out of 21	15 out of 21	13 out of 21	10 out of 21	17 out of 21	15 out of 21

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Recommendations for Food Recovery Organization Support



RECOMMENDATION #1

Consider mechanisms to provide financial support to organizations and EFGs. Specifically, organizations that are currently accepting food donations and that want to begin accepting food donations but need additional supplies, staffing, and assistance with operating their program to do so. Support for EFGs include educating staff on edible food donations, maximizing edible food recovery efforts in a mutually beneficial way.

- 1.1 Utilize SB 1383 funding to begin aiding EFGs and FROs/FRSs in creating or maintaining a SB 1383 compliant donation program.
- 1.2 Explore micro-funding and microgrant programs, implemented by other regional entities in the State to serve as a basis for a local program.
- 1.3 Consider sustainable funding sources like waste hauler annual costs to support the program.
- 1.4 See **Attachment 3 - Cost of Supplies** for equipment options and consider purchasing supplies for organizations in need.

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Recommendations for Food Recovery Organization Support



RECOMMENDATION #2

Encourage regional collaboration amongst local jurisdictions, the County, and key stakeholders to create a unified educational message, share resources, and identify opportunities for utilizing resources across jurisdictional boundaries.

- 2.1 Create a food policy council (FPC) in the Imperial Valley that works to address food-system issues and needs at a local level through policy.
- 2.2 Create an edible food recovery program plan to identify key stakeholders, sustainable funding sources (Recommendation #1), plans for future education and outreach, an approach to increasing capacity countywide for prepared food, and address program gaps throughout the County. This may include plans for individual local jurisdictions that may be in a deficit of capacity.
- 2.3 Encourage identified organizations that recover prepared food to conduct outreach to nearby EFGs to create new partnerships for food recovery.
- 2.4 Encourage IV Food Bank to increase their frequency of collection with their existing 17 donors (some Supermarkets and Grocery Stores are only donating 1-2 times per week which is insufficient for recovering all edible food available).
- 2.5 Consider the best way(s) to support FROs that can travel over 15 miles to service the EFGs located in the Salton City, Thermal, and Winterhaven areas.

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Recommendations for Food Recovery Organization Support



RECOMMENDATION #3

Continue education efforts and an approach to enforcement for noncompliant EFGs and FROs/FRSs.

- 3.1 Conduct more outreach to EFGs with the highest volume of edible food available for recovery and connect them to nearby organizations with capacity to receive more food.
- 3.2 Expand existing outreach packets to include an employee training guide on how to recover the maximum amount of edible food. Include information on how to determine a food's viability for donation to increase the likelihood of EFGs donating quality food to FROs. Reinforce the Good Samaritan Law to clarify misconceptions about legal constraints around food donation. Share best practices and success stories from the region.
- 3.3 Conduct annual inspections to review program compliance, and provide education and technical assistance.
- 3.4 All noncompliant entities are subject to receive a Notice of Violation (NOV) for noncompliance and potential financial penalties for continued noncompliance. Review Appendix C provided by ReCREATE and identified noncompliant businesses provided in **Attachment 1 - EFG Inspection Results** and Appendix A.

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SB 1383 Edible Food Requirements - Jurisdictions



Jurisdiction Requirements

SB 1383 requires local jurisdictions to implement and enforce an edible food recovery program. Jurisdictions must also investigate complaints of alleged SB 1383 edible food donation violations.

This table shows all local jurisdiction edible food recovery requirements.

TABLE 7 – Jurisdiction Edible Food Recovery Requirements

Key Dates and Implementation Details			
Implementation Date	Section Number	Requirement	Description
January 1, 2022	18991.1(a)	Implementation of Edible Food Recovery Program	Implement an edible food recovery program that includes identifying and educating EFGs, FROs, and FRSs about their food recovery obligations.
	18995.1(a)	Inspection Program	Implement an inspection program to ensure compliance with edible food recovery requirements for EFGs and FROs/FRSs.
	18995.1(a)(1)	Annual Inspections of Tier 1 EFGs, FROs, and FRSs	Conduct annual inspections of Tier 1 commercial EFGs, FROs, and FRSs to ensure compliance with edible food recovery requirements.
	18995.1(c)	Complaint Investigation	Develop and implement procedure for the receipt and investigation of complaints of noncompliant entities as required under Section 18995.3. Jurisdiction Investigation of Complaints of Alleged Violations.
	18995.2	Recordkeeping and Reporting	Maintain records of inspections, compliance reviews, and enforcement actions related to edible food donation. Report to CalRecycle on their compliance efforts as part of the annual reporting requirements.
February 1, 2022	18985.2(a)	Education and Outreach; Website Maintenance	Annually update and maintain jurisdiction's website with a list of FROs/FRSs to help EFGs identify which organizations accept food donations. List must include the FROs/FRSs name, physical address, contact information, collection service area, and an indication of the types of food the FRO/FRS accepts.
January 1, 2024	18995.1(a)(1)	Annual Inspections of Tier 2 EFGs	Conduct annual inspections of Tier 2 commercial EFGs to ensure compliance with edible food recovery requirements.
	18995.4	Enforcement Actions	Implement enforcement actions, including issuing NOV, imposing penalties, and taking other actions to ensure compliance with SB 1383 edible food donation requirements.

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How to Conduct an Inspection



STEP #1

Identify the EFGs and FROs/FRSs Located in the Jurisdiction

Appendix A and Appendix B list the identified EFGs and FROs/FRSs located in Imperial County, categorized by local jurisdiction.

STEP #2

Schedule Inspection with Key Contacts

Attempt to schedule the in-person inspection via phone or email by requesting to meet with the owner, manager, or relevant director (e.g. facility operator or food pantry director).

STEP #3

Provide Education and Outreach and Conduct Inspection

Jurisdictions should share education and outreach information about SB 1383 requirements (required annually). ReCREATE developed tailored outreach packets for EFGs and FROs/FRSs that jurisdictions can distribute during inspections. During the inspection: review all contracts, recordkeeping, and complete an Inspection Form or survey to determine compliance (can be provided by the entity either digitally or in paper format; local jurisdictions are not required to obtain copies of contracts or records, or review contracts for thoroughness). Example recordkeeping tools are provided in the EFG and FRO/FRS Outreach Packets.

STEP #4

Inspect Waste Management Practices

Visually inspect the contents of the trash and organic waste containers to confirm whether edible food is disposed of or composted. Note what type of edible food is being disposed of on the Inspection Form and gather photographic evidence where necessary (not required per SB 1383 but a best practice). All edible food must be donated, and no edible food should be disposed of or composted. When necessary, interview staff to determine whether food being disposed of was edible at the time of disposal.

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How to Conduct an Inspection



STEP #5

Determine Compliance Status

Based on the findings of the inspection, determine whether the entity is in compliance with SB 1383 requirements for edible food and note determination on the Inspection Form.

STEP #6

Follow-Up Communication

It is best practice to follow-up with the entity to share the results of the inspection, share compliance status, and suggest any necessary steps or documentation needed to achieve compliance. This can be done via email, phone call or mail.

STEP #7

Enforcement

Local jurisdictions should issue a NOV or initial "Letter of Noncompliance" to all noncompliant entities. See Appendix C. Recommended Approach to Enforcement for more details.

STEP #8

Document and Log Information

Record all relevant information from inspection in an internal tracking system (Google Forms or other digital form tracker recommended). Ensure that all data is accurately logged for future reference and reporting purposes. Keep records of inspections for a minimum of 5 years.

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SB 1383 Edible Food Requirements - EFGs



Tier 1 and Tier 2 EFG Requirements

Tier 1 Generators Required to comply by Jan 2022

Food distributors

Food service providers

Grocery stores & Supermarkets*

Wholesale food vendors

Tier 2 Generators Required to comply by Jan 2024

Health facilities*

Hotels*

Large venues & large events*

Local education agencies*

Non-local entities

Restaurants*

State agencies*

All EFGs are required to comply with SB 1383 edible food donation requirements outlined in Section 18991.3. Commercial Edible Food Generators and Section 18991.4. Recordkeeping Requirements For Commercial Edible Food Generators.



1. Donate ALL excess edible food that is fit for human consumption.

☐ No edible food should be found in trash or compost bins upon inspection



2. Have an agreement with a food recovery organization or service that is accessible onsite, either physically or digitally. The organization/service will pick up any food donations from your business free of charge.

☐ A list of each food recovery organization or service that contracts with your business

☐ An accessible copy of each contract or written agreement with all food recovery organizations or services your business works with



Template included!



3. Keep records onsite, physically or digitally accessible, and make them available to City inspectors when requested. For each food recovery organization/service, have the following information:

☐ Name, address, and contact information

☐ The types of food being donated

☐ The frequency of donation

☐ The quantity of food donated (in pounds per month)



Template included!

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SB 1383 Edible Food Requirements - FROs/FRSs



FRO/FRS Requirements

FROs and FRSs that have established a contract or written agreement to collect or receive edible food directly from commercial EFGs are required to maintain records, as outlined in Section 18991.5. Food Recovery Services and Organizations.

If an organization is considered a FRO and/or FRS they must keep records and must provide an annual report to their jurisdiction.



1. Establish a written agreement or contract with each Edible Food Generator.

☐ A copy of each contract or written agreement accessible onsite, either physically or digitally



Template included!



2. Keep the following records onsite, physically or digitally accessible, and make them available to City inspectors when requested.

☐ Name, address, and contact information of all involved parties

☐ Quantity of edible food collected, transported, and/or received per month (in pounds)



Template included!



3. Report quantities of edible food collected and recovered to jurisdictions annually.

☐ Submit annual report to jurisdiction

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