



**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, SEPTEMBER 27, 2023  
6:00 PM**

**CHAIR: MIKE GOODSSELL**

**VICE CHAIR: LUIS PLANCARTE**

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](http://www.imperialctc.org).

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To Join Zoom Meeting click on the following link:

<https://us06web.zoom.us/j/84890529325?pwd=r66NlgZqftVlLaydXEqASaMj6bibcg.1>

To Join by phone dial (669) 444-9171

Meeting ID: 848 9052 9325

Passcode: 915859

**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 [cristilerma@imperialctc.org](mailto:cristilerma@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 CALENDAR**

- A. Motion to Adjourn to Closed Session
- B. CONFERENCE WITH REAL PROPERTY NEGOTIATOR, Government Code (§ 54956.8)  
Property: 216 Rockwood Avenue, Calexico, CA, Assessor's Parcel Number #058-482-001  
Agency negotiator: David Aguirre, ICTC  
Negotiating parties: Jose Loo et al, Property Owner  
Instructions to negotiator will concern price, terms of payment
- C. CONFERENCE WITH REAL PROPERTY NEGOTIATOR, Government Code (§ 54956.8)  
Property: 2204 N La Brucherie Rd, El Centro, CA 92243 Assessor's Parcel Number #064-450-076  
Agency negotiator: David Aguirre, ICTC  
Negotiating parties: Cushman and Wakefield  
Instructions to negotiator will concern price, terms of payment
- D. Announcement of Closed Session Action(s)

**V. CONSENT CALENDAR**

- A. ICTC Commission Minutes: August 23, 2023 Pages 5-15
- B. Receive and file:
  - 1. ICTC Management Committee Minutes: August 9, 2023
  - 2. ICTC TAC Minutes: August 24, 2023
- C. Memorandum of Understanding (MOU); SCAG - ICTC – REAP 2.0 CTC Partnership Program – Calexico Intermodal Transportation Center Page 17

The ICTC Management Committee met on September 13, 2023, and forwards this item to the Commission for their review and approval after public comment, if any:

- 1. Authorize the Executive Director to sign the Memorandum of Understanding (MOU) between the Southern California Association of Governments (SCAG) and the Imperial County Transportation Commission (ICTC) for the use of REAP 2.0 CTC Partnership Program Funds for the Calexico Intermodal Transportation Center. The MOU shall be effective July 6, 2023, through December 31, 2025, and provide funding in the amount of \$1,000,000.00.

**VI. ACTION CALENDAR**

- A. Agreement for Professional Maintenance Audit Reporting Services of the ICTC Transit Operations – Calendar Years 2023-2025 Page 44

The ICTC Management Committee met on September 13, 2023, and forwards this item to the Commission for their review and approval after public comment, if any:

- 1. Authorize the Chairman to sign the agreement for the IVT Transit Maintenance Audit effective October 1, 2023, for the audit period of calendar years 2023, 2024 and 2025, with the firm of **TRC Engineering Services, LLC**:
  - A. For the fiscal reporting period of July 1, 2023 through June 30, 2024, the annual not to exceed fee is set at \$18,025.00
  - B. For the fiscal reporting period of July 1, 2024 through June 30, 2025, the annual not to exceed fee is set at \$18,477.81
  - C. For the fiscal reporting period of July 1, 2025 through June 30, 2026, the annual not to exceed fee is set at \$18,887.27
  - D. For the In Plant inspection, Buy America Inspections and post-delivery inspection service fee of up to \$1,600 per event. The in plant, Buy America and post delivery inspection services are upon request by ICTC.

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

- A. ICTC Executive Director
  - Executive Director Report on page 47
- B. Southern California Association of Governments
  - See attached report
- C. California Department of Transportation – District 11
  - See attached report on page 56
- D. Commission / Committee Member Reports (if any)

**VIII. MEETING DATE AND PLACE**

- A. The next meeting of the **Imperial County Transportation Commission** will be held on **Wednesday, October 25, 2023, 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.

**IX. ADJOURNMENT**

## V. CONSENT CALENDAR

- A. ICTC Commission Minutes: August 23, 2023
- B. Receive and file:
  - 1. ICTC Management Committee Minutes: August 9, 2023
  - 2. ICTC TAC Minutes: August 24, 2023

**IMPERIAL COUNTY TRANSPORTATION COMMISSION**  
**MINUTES FOR August 23, 2023**  
**6:00 p.m.**

**VOTING MEMBERS PRESENT:**

City of Brawley	George Nava
City of Calipatria	Michael Luellen
City of Calexico	Raul Ureña
City of El Centro	Martha Cardenas-Singh
City of Imperial	Stacy Mendoza
City of Holtville	Mike Goodsell
City of Westmorland	Ana Beltran
County of Imperial	Luis Plancarte
County of Imperial	John Hawk -zoom
Imperial Irrigation District	Karin Eugenio

**STAFF PRESENT:** David Aguirre, Virginia Mendoza, Cristi Lerma, Mikim Gomezllanos, Maricela Galarza, Angela Delgadillo

**OTHERS PRESENT:** Eric Havens: Counsel; Ann Fox: Caltrans

**PUBLIC:** None

The following action minutes are listed as they were acted upon by the Imperial County Transportation Commission and as listed on the agenda for the meeting held Wednesday, August 23, 2023, together with staff reports and related documents attached thereto and incorporated therein by reference.

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

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

**II. EMERGENCY ITEMS**

A request to add an item to the Consent Calendar as Item D was requested by ICTC: Update authorized signers for the ICTC Bank Accounts at Community Valley Bank.

A motion was made by [Luellen](#) and seconded by [Plancarte](#) to add the Emergency Item as presented, roll call:

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

**Motion Carried.**

**III. PUBLIC COMMENTS**

There were none.

**IV. CLOSED SESSION CALENDAR**

A. Motion to Adjourn to Closed Session

A motion was made by [Nava](#) and seconded by [Luellen](#) to approve the closed session, roll call:

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

**Motion Carried.**

- B. CONFERENCE WITH REAL PROPERTY NEGOTIATOR, Government Code (§ 54956.8)  
 Property: 237 Heffernan Avenue, Calexico, CA, Assessor's Parcel Number #058-482-002  
 Agency negotiator: David Aguirre, ICTC  
 Negotiating parties: Systems II LLC, Property Owner  
 Instructions to negotiator will concern price, terms of payment.
- C. Announcement of Closed Session Action(s)  
 Mr. Havens stated the following: The Commission met in a closed session regarding CONFERENCE WITH REAL PROPERTY NEGOTIATOR, Government Code (§ 54956.8), direction was given, no action was taken.

**V. CONSENT CALENDAR**

- A. ICTC Commission Minutes: June 28, 2023
- B. Received and filed:
1. ICTC Management Committee Minutes: June 14, 2023
  2. ICTC TAC Minutes: June 22, 2023
- C. State of Good Repair Grant Program, FY 2023-24
1. Approved the attached resolution authorizing the Executive Director or his designee to take any actions necessary on behalf of the ICTC for the purposes of obtaining FY 2023-24 financial assistance, provided by the State of California Department of Transportation under the State of Good Repair Grant Program.
- D. Update authorized signers for the ICTC Bank Accounts at Community Valley Bank
1. Remove the following signer from the ICTC bank accounts with Community Valley Bank (CVB):
    - a) Virginia Mendoza, Program Manager
  2. Add the following signers to the ICTC bank accounts with CVB:
    - a) Cristina Lerma, Supervisory Executive Assistant / Secretary to the Commission

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

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

**Motion Carried.**

## VI. ACTION CALENDAR

### A. Imperial County Long Range Transportation Plan – Contract Change Order No. 2

The ICTC Management Committee met on August 9, 2023, and forwarded this item to the Commission for their review and approval after public comment, if any:

1. Approved Change Order No. 2 to Michael Baker International, Inc. for the Long Range Transportation Plan in the amount of \$21,750 modifying the total contract value to \$345,974.43.
2. Authorized the Executive Director to sign Change Order No. 2.

A motion was made by [Ureña](#) and seconded by [Beltran](#) 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	Yes
County of Imperial Hawk	Zoom
City of Westmorland	Yes
Imperial Irrigation District	Yes

**Motion Carried.**

## VII. REPORTS

### A. ICTC Executive Director

- IVT Ride Potential Service Modifications: Due to the continuing decline in ridership on all IVT Ride services, staff are exploring the possibility of modifying the service to provide trips to the public but still provide priority to the senior population. The possible modification would enable the service to capture additional passengers and implement a micro transit-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.
- Calexico Intermodal Transportation Center (ITC): Right of Way Acquisition is underway. 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.

- Bus Stop Improvement Project: RFP is in development.
- Calexico East Port of Entry Bridge Widening Project: The design portion of the project is complete. The project construction is underway, and construction is anticipated to be completed at the end of 2023 due to delays with the issuance of the presidential permit. The Presidential Permit was received on July 7, 2023. ICTC is working with the contractor to restart the project as quickly as possible. A ribbon-cutting event will be held sometime in September or October, or as soon as construction for the bridge portion is completed. It is anticipated that the overall project will be completed before the end of the 2023 calendar year.
- All other updates are on the Executive Director report on page 27 of the agenda.

B. Southern California Association of Governments (SCAG)

- No updates were given during the meeting.
- All updates are on the SCAG report on page 35 of the agenda.

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

- Caltrans has provided the Emergency Relief Program that helps to repair or reconstruct federal-aid routes that have suffered serious damage as a direct result of a declared event.
- The eastbound I-8 Mountain Springs area had an emergency closure.
- During the storm, state routes 78 and 98 were closed during the storm, but the debris was cleared.
- SR-98 Widening Project: Stage 3 began in late June. This is progressing nicely. The estimated stage 3 completion date is September. There are still 3 more stages pending after stage 3 is completed. The estimated target completion date for the entire project is late 2023.
- I-8 Colorado River Bridge Rehab: The scope includes the replacement of bearing pads, portions of the concrete pavement on the bridge deck, and approach slabs. The major fieldwork has been completed. This project is ahead of schedule. Completion date: late September.
- I-8, SR-78 Bridge Rehab at Various Locations: Work has begun at the I-8 location over the All-American Canal, bridge deck work is underway. The target start for the 4th Ave bridge is early September.
- All other updates are on the Caltrans report on page 37 of the agenda.

D. Commission Member Reports

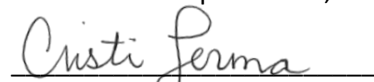
- Updates were provided by various commissioners.

VIII. The next meeting will be on September 27, 2023, 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 7:13 p.m.

Reviewed on September 1, 2023:



Cristi Lerma, Secretary to the Commission

**IMPERIAL COUNTY TRANSPORTATION COMMISSION  
MANAGEMENT COMMITTEE  
MINUTES OF August 09, 2023  
10:30 a.m.**

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**VOTING MEMBERS PRESENT:**

City of Brawley	Absent
City of Calexico	Esperanza Colio-Warren
City of Calipatria	Liliana Silveria-zoom
City of El Centro	Cedric Ceseña
City of Holtville	Nick Wells
City of Imperial	Dennis Morita
County of Imperial	Miguel Figueroa
County of Imperial	Rebecca Terrazas-Baxter
Imperial Irrigation District	Ismael Gomez
City of Westmorland	Absent
ICTC	David Aguirre

**STAFF PRESENT:** Virginia Mendoza, Cristi Lerma, Maricela Galarza, Angela Delgadillo, Esperanza Avila

**OTHERS PRESENT:** Rafael Reyes, Ben Guerrero, Sam Amen, Nick Ventrilla: Caltrans, David Salgado: SCAG

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The following minutes are listed as they were acted upon by the Imperial County Transportation Commission Management Committee and as listed on the agenda for the meeting held Wednesday, August 09, 2023, together with staff reports and related documents attached thereto and incorporated therein by reference.

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

Chair Colio-Warren called the meeting to order at 10:33 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: June 14, 2023

B. Received and Filed:

1. ICTC Commission Minutes: June 28, 2023
2. ICTC TAC Minutes: May 25, 2023

C. State of Good Repair Grant Program, FY 2023-24

1. Approved the attached resolution authorizing the Executive Director or his designee to take any actions necessary on behalf of the ICTC for the purposes of obtaining FY 2023-24 financial assistance, provided by the State of California Department of Transportation under the State of Good Repair Grant Program.

- D. Household Hazardous Waste Grant-Construction Cycle 40, FY 2023-24, regional application resolution
1. Authorized the Chairperson to sign the attached resolution.
  2. Directed staff to forward the grant documentation to CalRecycle.
- E. Household Hazardous Waste Grant-Small Project, Cycle 41, FY 2023-24, regional application resolution
1. Authorized the Chairperson to sign the attached resolution.
  2. Directed staff to forward the grant documentation to CalRecycle.

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

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

**Motion carried.**

## V. ACTION CALENDAR

- A. Imperial County Long Range Transportation Plan – Contract Change Order No. 2
1. Approved Change Order No. 2 to Michael Baker International, Inc. for the Long Range Transportation Plan in the amount of \$21,750 modifying the total contract value to \$345,974.43.
  2. Authorized the Executive Director to sign Change Order No. 2.

A motion was made by [Terrazas-Baxter](#) seconded by [Gomez](#) to approve Action A. Roll call was taken:

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

**Motion carried.**

**VI. REPORTS****A. ICTC Executive Director**

- Mr. Aguirre had the following updates:
  - 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 except for the Callexico on Demand service.
  - IVT Ride Potential Service Modifications: Due to continuing declining ridership on all IVT Ride services, staff are exploring the possibility of modifying the service to provide trips to the public but still provide priority to the senior population. The possible modification would enable the service to capture additional passengers and implement a micro transit-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.
  - Callexico Intermodal Transportation Center (ITC): Right of Way Acquisition is underway. 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.
  - Bus Stop Improvement Project: RFP is in development.
  - Callexico Microtransit Service-Callexico on Demand: 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 meeting.
  - Callexico East Port of Entry Bridge Widening Project: The design portion of the project is complete. The project construction is underway, and construction is anticipated to be completed at the end of 2023 due to delays with the issuance of the presidential permit. The Presidential Permit was received on July 7, 2023. ICTC is working with the contractor to restart the project as quickly as possible. A ribbon-cutting event will be held sometime in September or October, or as soon as construction for the bridge portion is completed. It is anticipated that the overall project will be completed before the end of the 2023 calendar year.
  - California specific grant opportunities: <https://www.grants.ca.gov>
  - Federal transportation grant opportunities: <https://www.transportation.gov/bipartisan-infrastructure-law/key-notices-funding-opportunity>
  - All ICTC Executive Directors updates can be found on page 37.

**B. Southern California Association of Governments (SCAG)**

- Mr. Salgado had the following updates:
  - 34<sup>th</sup> Annual Demographic Workshop: This will be presented in-person & online on Wednesday, September 20<sup>th</sup> at 9 a.m.
  - Please subscribe to SCAG's Money Monday emails for grant opportunities.

- All SCAG updates can be found on page 45.

C. Caltrans Department of Transportation – District 11

- Mr. Reyes had the following updates:
  - SR-98 Widening Project: Stage 3 began in late June. This is progressing nicely. The estimated stage 3 completion date is September. There are still 3 more stages pending after stage 3 is completed. The estimated target completion date for the entire project is late 2023.
  - I-8 Colorado River Bridge Rehab: The scope includes the replacement of bearing pads, portions of the concrete pavement on the bridge deck, and approach slabs. The major fieldwork has been completed. This project is ahead of schedule. Completion date: late September.
  - I-8, SR-78 Bridge Rehab at Various Locations: Work has begun at the I-8 location over the All-American Canal, bridge deck work is underway. The target start for the 4th Ave bridge is early September.
  - I-8 Roadside Safety Improvements: This work has begun on the West side of I-8. The expected completion date is March 2024.
  - Clean California Projects: The gateway project is complete as one of the median island locations. The bus shelter projects in Niland, Calipatria, and Holtville are nearing completion.
- Mr. Amen had the following updates:
  - Caltrans is currently looking for the best locations for EV charging for freight.
  - Broadband completed design. It was submitted and approved for structure.
  - There is a statewide effort to change some routes from access-controlled facilities to non-access-controlled facilities to allow more sidewalks. Discussions with ICTC are being held.
- Mr. Ventrilla had the following updates:
  - Safety project that will upgrade all the wrong-way signs on 111.
- Mr. Guerrero had the following updates:
  - September 20, 2023 – Reconnecting Communities: Highways to Boulevards Pilot Program Deadline: <https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/rc-h2b>
  - September 28, 2023 – USDOT Deadline for Rural and Tribal Assistance Program: [Rural and Tribal Assistance Pilot Program | Build America \(transportation.gov\)](https://www.transportation.gov/rural-tribal-assistance-pilot-program)
  - All Caltrans updates can be found on page 47.

VII. The next meeting is scheduled for **September 13, 2023, at 10:30 a.m.** tentatively at the City of Brawley and via Zoom Meeting for non-voting members and the public.

VIII. **ADJOURNMENT**

Meeting adjourned at 11:26 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

**June 22, 2023**

**Present:**

Phillip Ramirez	City of Brawley
George Galvan	City of Calipatria
Lily Falomir	City of Calexico-zoom
Andrea Montano	City of El Centro
Adriana Anguis	City of Holtville
Jesus Villegas	City of Imperial
Veronica Atondo	County of Imperial
Ramiro Barajas	City of Westmorland-zoom
Manuel Ortiz	Imperial Irrigation District

**Others:**

David Aguirre	ICTC
Marlene Flores	ICTC
Angela Delgadillo	ICTC
Manuel Cabrera	City of Brawley
Felix De Leon	City of El Centro
Ismael Garcia	County of Imperial
Adolfo Garcia	County of Imperial
Robin Owen	Caltrans
Marria Ibarra	Caltrans
Byran Ott	Caltrans
Nick Ventrilla	Caltrans
Rafael Reyes	Caltrans
David Salgado	SCAG
Carmen Vargas	Barclays
Simon Gutman	Barclays
Chris Ougan	Barclays

1. The meeting was called to order at 10:03 a.m. A quorum was present, and introductions were made. There were no public comments made.
2. A *motion* was made to adopt the minutes for May 25, 2023 ([Atondo/Anguis](#)) **Motion Carried.**
3. **ICLTA Market Update and Financing Opportunities:**  
(Presented by: Carmen Vargas, Barclays)

- Barclays staff provided a brief presentation on the Imperial County Local Transportation Authority Market Update and Financing Opportunities. For any questions, please contact Carmen Vargas at [carmen.vargas@barclays.com](mailto:carmen.vargas@barclays.com) or Simon Gutman at [simon.gutman@barclays.com](mailto:simon.gutman@barclays.com)

#### 4. ICTC Updates / Announcements

*(Presented by ICTC Staff)*

##### a. Transit Planning Updates

- **Imperial Valley Transit (IVT) FREE FARES PROGRAM:**
  - 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.
- **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.

##### b. Transportation Planning Updates

- **Long Range Transportation Plan:**
  - There will be a virtual community meeting held on Thursday, July 13, 2023, from 6:00 p.m. - 7:00 p.m. on the proposed transportation projects and improvements aimed at making it easier and safer to get around the valley.
  - There will also be open house drop-ins on Thursday, July 20, 2023, at various locations. Please see the attached flyer for more information.
  - Project page: <https://ictc-lrtp2023.org/>
  - For more information, please contact Virginia Mendoza at [virginiamendoza@imperialctc.org](mailto:virginiamendoza@imperialctc.org)
- **FY 22/23 Federal / State Funded Project Obligation List:**
  - Each jurisdiction confirmed the obligation status of each project.

#### 5. Caltrans Updates / Announcements:

*(Presented by: Rafael Reyes and Robin Owen)*

- June 9, 2023, is the deadline to submit Inactive invoices or justifications.
- July 14, 2023 – Federal Fiscal Year (FFY) 22/23 Requests for Authorization – Due Immediately!
- June 7, 2023 – Local Assistance Day Statewide Webinar (8:30 – 11:30)
- Preparation Schedule for California Transportation Commission (CTC) Allocation Requests: 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.
- Friday, **August 18**, 2023, is the final deadline (for that October 18-19, 2023, CTC meeting).
- Projects with Lapsing Project End Dates (PED): On June 1, 2023, the list of active Project End Dates (PED) was updated.
- A complete PED list – <https://dot.ca.gov/programs/local-assistance/projects/projects-with-expiring-end-dates>
- Reconnecting Communities: “Highways to Boulevards” Pilot Program: A call for projects and further details will be posted soon via this link – <https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/rc-h2b>
- July 10, 2023 – Deadline for Safe Streets & Roads for All (SS4A) Grant Program
- July 14, 2023 – California Community Response Initiative to Strengthen Emergency Systems Grant
- August 1, 2023 – FHWA Deadline for Wildlife Crossings Pilot Program (WCPP)
- August 18, 2023 – USDOT Deadline for PROTECT Discretionary Grant Program
- June 1, 2023 – Annual Deadline for *Local Assistance Procedures Manual* Exhibits 9-B & 9-C!

- Nationally Significant Federal Lands and Tribal Projects (NSFLTP) Program: FHWA is anticipating the next call for applications in summer 2023 – <https://highways.dot.gov/federal-lands/programs/significant>

**6. SCAG Updates / Announcements:**

*(Presented by: David Salgado)*

- SCAG Regional Housing Needs Assessment (RHNA) Reform Process: A link will be provided to the DRAFT RHNA Recommendations and the SCAG RHNA Reform Survey, open through June 30, 2023.
- REAP 2.0 Housing Infill on Public and Private Lands Grant Program: SCAG is pleased to announce that the REAP 2.0 Call for Applications for the Housing
- Infill on Public and Private Lands (HIPP) Program Pilot is now open until July 10. The completed application and all required attachments must be submitted by email to [housing@scag.ca.gov](mailto:housing@scag.ca.gov) with “HIPP Application” in the subject line. An emailed Dropbox link is also acceptable.

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

- Each jurisdiction gave their update.

**8. General Discussion / New Business**

No new business was discussed.

Next TAC meeting will be on August 24, 2023, via Zoom for the public and in person at the ICTC offices.

Meeting adjourned at 11:26 a.m.

## V. CONSENT CALENDAR

- C. Memorandum of Understanding (MOU); SCAG-ICTC-REAP 2.0 CTC Partnership Program– Callexico Intermodal Transportation Center
  - 1. Authorize the Executive Director to sign the Memorandum of Understanding (MOU) between the Southern California Association of Governments (SCAG) and the Imperial County Transportation Commission Center. The MOU shall be effective July 6, 2023, through December 31, 2025, and provide funding in the amount of \$1,000,000.00.



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

September 13, 2023

Mike Goodsell, Chairperson  
Imperial County Transportation Commission  
1503 N. Imperial Ave., Suite 104  
El Centro, CA 92243

SUBJECT: Memorandum of Understanding (MOU); SCAG - ICTC – REAP 2.0 CTC Partnership Program – Calexico Intermodal Transportation Center

Dear Commission Members:

The Southern California Association of Governments (SCAG) received funding from the California Department of Housing and Community Development (HCD) through the Regional Early Action Planning Grants of 2021 (REAP 2.0). Amongst many initiatives, SCAG was able to utilize this resource to build upon REAP 1.0 efforts, allowing for broader planning and implementation investments, including those which focus on transportation initiatives and future housing development. As part of its implementation of REAP 2.0, SCAG issued a call for applications for a County Transportation Commission (CTC) Partnership Program to support transformative planning and implementation. The purpose of the CTC Partnership Program is to provide immediate benefit to the region by supporting transformative planning activities aligned with Key Connection strategies identified in Connect SoCal, which can be implemented quickly to advance new concepts for reducing VMT while simultaneously achieving other program goals for REAP 2.0.

ICTC prepared and submitted a grant application for \$1,000,000 under the CTC Partnership Program to assist with final phases of development for the Calexico Intermodal Transportation Center (ITC). In July 2023, ICTC received notification from SCAG, noting ICTC's award of \$1,000,000 to be utilized towards the development of the Calexico ITC. The Calexico ITC has been a priority project for ICTC for a number of years. The Calexico ITC will further support transportation opportunities and enhance passenger safety, in addition to reducing vehicle emissions, furthering fair housing, accelerating infill housing development and reducing vehicle miles traveled. The Calexico ITC project will include various infrastructure improvements including multiple bus bays, shade structures, landscaping, accessible infrastructure improvements, security, public restrooms, and various other amenities.

As a component towards formally accepting the funding, ICTC is required to enter a Memorandum of Understanding (MOU) with SCAG. The MOU provides an outline of various grant requirements including but not limited to reporting, invoicing, and insurance requirements. ICTC has forwarded the draft MOU to legal counsel for review and comment.

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

The ICTC Management Committee met on September 13, 2023, and forwards this item to the Commission for their review and approval after public comment, if any:

1. Authorize the Executive Director to sign the Memorandum of Understanding (MOU) between the Southern California Association of Governments (SCAG) and the Imperial County Transportation Commission (ICTC) for the use of REAP 2.0 CTC Partnership Program Funds for the Calexico Intermodal Transportation Center. The MOU shall be effective July 6, 2023, through December 31, 2025, and provide funding in the amount of \$1,000,000.00.

Sincerely,

A handwritten signature in blue ink, appearing to read 'D. Aguirre', with a stylized flourish at the end.

DAVID AGUIRRE  
Executive Director

attachments

**MEMORANDUM OF UNDERSTANDING**  
**No. M-0x-24**

**SCAG Overall Work Program (OWP) No:** XXX-XXXX

**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:** \$0

**Total Amount of Non-Federal Funds Obligated to Sub-Recipient:** 1,000,000

**Total Amount of the Sub-Award:** 1,000,000

**Subaward Period of Performance Start Date:** XXXX XX, 202X

**Subaward Period of Performance End Date:** XXXX XX, 202X

**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:** N/A\*

**Fringe Benefits Cost Rate for the Award:** N/A\*

\*The Sub-Recipient's cognizant agency, XXXXX, approved the use of fiscal year (FY) XXX rates (07/01/XX~06/30/XX) 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 County Transportation Commission] REAP 2.0 CTC Partnership Program Grant

**Subaward Project Description:** [Imperial County Transportation Commission] will utilize REAP 2.0 funding to fund county-specific pilots and projects to meet the REAP 2.0 Goals and Objectives within the SCAG region.

**MEMORANDUM OF UNDERSTANDING**  
**No. M-0XX-24**

**BETWEEN THE**  
**SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS**  
**AND [Imperial County Transportation Commission]**  
**FOR REAP 2.0 CTC PARTNERSHIP PROGRAM GRANT**

(SCAG Project/OWP No. XXX-XXXX)

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 CTC Partnership 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 \$246,024,084.00 to SCAG under REAP 2.0;

WHEREAS, on November 3, 2022, SCAG approved the Program Guidelines ("Program Guidelines") for the REAP 2.0 County Transportation Commission Partnership Program ("Program") which authorized **up to \$80,000,000.00** to fund county-specific projects;

WHEREAS, on April 12, 2023, SCAG released a Call for Applications for the Program;

WHEREAS, Sub-Recipient, a County Transportation Commission (“CTC”) 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 on July 6, 2023:

**[List Each Funded Projects]**

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 Date of Award?, (“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, including all tasks, obligations, and deliverables as described in and in accordance with: Calexico Intermodal Transportation Center]

i. The “Scopes of Work,” attached as:

Exhibit A-1 - [Calexico Intermodal Transportation Center]

Exhibit A-2 - [Project Name]

ii. The “Budgets and Schedules” attached as:

Exhibit B-1 - [Calexico Intermodal Transportation Center]

Exhibit B-2 - [Project Name]

b. Sub-Recipient must demonstrate a clear and significant nexus to all the REAP 2.0 Goals and Objectives, 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.

c. In compliance with Section 3.d., Sub-Recipient shall procure and manage one or more consultants to ensure the Scopes of Work are fully performed and the Projects are completed in compliance with this MOU and all applicable laws and regulations.

d. 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. The term “Consultant(s)” shall hereinafter refer to all entities that Sub-Recipient

procures, manages, or otherwise enters into contracts 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 consultants, contractors, service providers, suppliers, independent contractors, professionals, managers, architects, engineers, and subcontractors.

- e. 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.
- f. 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 seven (7) days of the request.
- g. Sub-Recipient shall be responsible for reviewing and paying Consultant(s)’ invoices prior to submitting invoices for repayment.
- h. 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; provided, however, that prior to approving a deliverable from the Consultant(s), Sub-Recipient’s Project Manager shall consult with SCAG’s Project Manager.
- i. 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@imperialc.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 \$1,000,000 ("Grant Funds"). The individual Projects shall be funded as follows ("Project Funds"): [NOTE: for each individual project list the project name and project budget]

[Calexico Intermodal Transportation Center] – [1,000,000]  
[Project Name] – [Project Budget]

- 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 the submitted Budgets and Schedules, 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, 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 12, 2023 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 the Project's budget set forth in the Budgets and Schedules. All invoices submitted to SCAG for payment shall

be e-mailed to [accountspayable@scag.ca.gov](mailto:accountspayable@scag.ca.gov) (file cannot exceed 10MB). All invoices submitted to SCAG for the Projects shall reference the OWP Project Number (OWP No. XXX-XXXX). A separate invoice must be submitted for each individual Project.

- b. Once per quarter, 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. 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: [http://www.dot.ca.gov/hq/asc/travel/ap\\_b/bul1.htm](http://www.dot.ca.gov/hq/asc/travel/ap_b/bul1.htm). Also 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 services rendered through June 30th, no later than July 21<sup>st</sup> 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 the Completion Date, 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 a performance report that demonstrates satisfaction of all requirements identified in the MOU.
- b. By the tenth day following the start of a new quarter (i.e., January 10, April 10, July 10, October 10), Sub-Recipient shall submit a Quarterly Report using the "Sub-Recipient Report Template," attached as Exhibit D ("Report Template"). Sub-Recipient shall submit a separate Quarterly Report for each Project. The Quarterly 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 quarter, a reporting of all costs incurred for that period, and progress achieved toward the REAP 2.0 Goals and Objectives.

- c. By February 10 of each year following receipt of funding pursuant to this MOU, Sub-Recipient shall submit an Annual Report using the 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. With SCAG approval, Sub-Recipient may combine the Quarterly Report due on January 10 into the Annual Report due February 10 provided the Annual Report incorporates sufficient information to meet all requirements of reporting on the prior quarter and prior year.
- d. When a Project is finalized, and no later than the Completion Date, 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.
- e. All reports submitted to SCAG shall reference the OWP Project Number (OWP No. XXX-XXXX).

## **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 and Budgets and Schedules for each Project.
- c. Sub-Recipient shall maintain documentation of its completed procurements (including the use of sole source purchasing), 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.
  - 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.
- 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. Sub-Recipient must clearly indicate if funds will be used towards administrative costs on or before the Effective Date of this MOU.
  - 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. Indirect costs and/or fringe benefits costs may be sought for reimbursement only if Sub-Recipient has an approved NICRA from its cognizant agency on or before the Effective Date of this MOU.
  - 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. 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, signed by the Parties and approved as required. No oral understanding or agreement not incorporated in the MOU is binding on any of 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 Avenue, 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 \$5,000,000 per occurrence, \$10,000,000 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 \$3,000,000 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.
Builders Risk	Upon commencement of construction and with approval of SCAG, Sub-Recipient shall obtain and maintain builder's risk (course of construction) for the entire duration of the Project. Not required for Projects without construction.	The named insureds shall be Sub-Recipient and SCAG, including its officers, officials, employees, and agents. All Subcontractors (excluding those solely responsible for design Work) of any tier and suppliers shall be included as additional insureds as their interests may appear. Policy shall be provided for replacement value on an "all risk" basis for the completed value of the project. There shall be no coinsurance penalty or provisional limit provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, Nonconforming Work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) Ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) Ocean marine cargo coverage insuring any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site or any staging area. Such insurance shall be on a form acceptable to SCAG to ensure adequacy of terms

		and sub limits and shall be submitted to SCAG prior to commencement of construction.
Pollution Liability	Coverage shall provide for liability arising out of sudden, accidental, and gradual pollution, and remediation. Not required for Projects without construction.	The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. All activities contemplated in this MOU shall be specifically scheduled on the policy as “covered operations.” The policy shall provide coverage for remediation of the site in the event of an environmental contamination event arising out of the materials, supplies, products, work, operations, or workmanship.
Products/Completed Operations Coverage	Coverage shall extend a minimum of three (3) years after project completion. Not required for Projects without construction.	Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed “by or on behalf” of the insured. Policy shall contain no language that would invalidate or remove the insurer’s duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. SCAG, its officials, officers, agents, and employees, shall be included as additional insureds under the Products and Completed Operations coverage.

- 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.

#### **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 schedule or milestone timelines, 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. 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, 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, 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, all 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.

- vi. Sub-Recipient and its Consultant(s) working on the public work will be required to input and submit all applicable certified payroll records (CPRs) and accompanying documentation to DIR as well as into the Sub-Recipient's Labor Compliance Monitoring System for monitoring and compliance on an ongoing basis while work is being performed. In addition, Sub-Recipient shall use the DIR's Electronic Reporting System to furnish CPRs to the California Labor Commissioner.
- 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 Caltrans Local Assistance Program Manual, 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'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 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.b. (Scope of Work and Sub-Recipient's Responsibilities – nexus to REAP 2.0)  
Section 3.d. – 3.f. (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 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 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.

### **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 \_\_\_\_\_

**xxx (“Sub-Recipient”)**

By: \_\_\_\_\_  
David Aguirre  
Executive Director  
Date \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Eric Havens  
County Counsel  
Date \_\_\_\_\_

# VI. ACTION CALENDAR

## VI. ACTION CALENDAR

### A. Agreement for Professional Maintenance Audit Reporting service of the ICTC Transit Operations-Calendar Years 2023-2025

#### 1. Authorize the Chairman to sign the agreement for the IVT Transit Maintenance Audit effective October 1, 2023, for the audit period of calendar years 2023, 2024 and 2025, with the firm of **TRC Engineering Service, LLC**

A. For the fiscal reporting period of July 1, 2023 through June 30, 2024, the annual not to exceed fee is set at \$18,025.00

B. For the fiscal reporting period of July 1, 2024 through June 30, 2025, the annual not to exceed fee is set at \$18,477.81

C. For the fiscal reporting period of July 1, 2025 through June 30, 2026, the annual not to exceed fee is set at \$18,887.27

D. For the In Plant inspection, Buy America Inspections and post-delivery inspection service fee up to \$1,600 per event. The in plant, Buy America and post delivery inspection services are upon request by ICTC.



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

September 13, 2023

Mike Goodsell, Chairperson  
Imperial County Transportation Commission  
11503 N. Imperial Ave. Suite 104  
El Centro, Ca. 92243

SUBJECT: Agreement for Professional Maintenance Audit Reporting Services of the ICTC Transit Operations and Vehicles – Calendar Years 2023-2025

Dear Commission Members:

Over the past few years, ICTC has maintained ownership of sixty-three (63) transit vehicles with an estimated value of approximately \$8.5 million dollars. Additional service vehicles may be acquired as a result of expanding services. The vehicles are utilized to transport passengers under the contracted services for *Imperial Valley Transit*, *IVT Access* for persons with disabilities, *IVT RIDE* for seniors and persons with disabilities, and *IVT MedTrans*, the non-emergency transportation to medical facilities in San Diego. ICTC recently introduced the Calexico On Demand service, which is utilizing operator leased vehicles. ICTC is anticipating that additional vehicles will be required for this service in the future.

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

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

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

A total of two (2) consultants submitted responses to ICTC's RFP. The consultants that submitted a response included: Fleet Maintenance Specialists and TRC Engineering Services.

The following is a summary of the two proposals:

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

<b>Firm</b>	<b>Total Inspections</b>	<b>Total 3-Yr Cost</b>	<b>Avg Cost/Per Year</b>
Transit Resource Center Engineering Services, LLC. (TRC)	1 per Year	\$55,390.08	\$18,463.36
Fleet Maintenance Specialists, INC (FMS)	1 per Year	\$47,580.00	\$15,860.00

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

The proposal from TRC indicated that their project team was focused on delivering the requested services as noted within the contents of the Request for Proposals. TRC's proposal acknowledged and elaborated on all the Scope of Work items noted within the Request for Proposals, in addition to the ICTC issued addenda. TRC also displayed the firm's superior familiarity with transit regulations and transit maintenance operational practices. TRC was also awarded the previous agreement which offers familiarity with our system and operator. In addition, the TRC project team offered value added benefits through their knowledge and experience with larger transit agencies. This included periodic review sessions with ICTC staff on transit maintenance best practices and requirements in the industry for potential improvements in contractual language, and general improvements to ICTC staff's oversight of transit maintenance. The proposal submitted by FMS did not include the cost to sample vehicle fluids in addition to the potential to provide In Plant, Post Delivery and Buy America inspections.


The project cost sets an annual budget but also contains a fee for future delivery inspection(s) of new vehicles that may be acquired by ICTC during the life of this contract. The additional fee associated with the inspection of new vehicles will be utilized on an as needed basis.

Funding for this project has been budgeted in the ICTC FY 23-24 Overall Work Program and Budget/Transit Finance Plan and subsequent years will be budgeted to accommodate the remaining service years.

The ICTC Management Committee met on September 13, 2023, and forwards this item to the Commission for their review and approval after public comment, if any:

1. Authorize the Chairman to sign the agreement for the IVT Transit Maintenance Audit effective October 1, 2023, for the audit period of calendar years 2023, 2024 and 2025, with the firm of **TRC Engineering Services, LLC**:
  - A. For the fiscal reporting period of July 1, 2023, through June 30, 2024, the annual not to exceed fee is set at \$18,025.00.
  - B. For the fiscal reporting period of July 1, 2024, through June 30, 2025, the annual not to exceed fee is set at \$18,477.81.
  - C. For the fiscal reporting period of July 1, 2025, through June 30, 2026, the annual not to exceed fee is set at \$18,887.27.
  - D. For the In Plant inspection, Buy America Inspections and post-delivery inspection service fee of up to \$1,600 per event. The in plant, Buy America and post delivery inspection services are upon request by ICTC.

Sincerely,

  
David Aguirre  
Executive Director  
DA/gg

## **VII. REPORTS**

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



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## Memorandum

**Date:** September 20, 2023  
**To:** ICTC Management Committee 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 September 27, 2023.

- 1) **Mobility 21 Summit – September 29, 2023:** *The Mobility 21 Summit is being held on September 29, 2023, at the Disneyland Hotel. Chairman Mike Goodsell will be participating in the Chair's Roundtable breakout session, along with other Southern California transportation leaders, to discuss challenges and solutions transportation agencies have faced post-pandemic in a Q & A format. Previous ICTC Chairs that have participated in the Chair's Roundtable breakout sessions are Maria Nava-Froelich, Luis Plancarte, Cheryl Viegas-Walker, Robert Amparano, George Nava, and James Predmore. Below are some pictures from previous years.*



- 2) **Imperial Valley Transit (IVT) FREE FARES PROGRAM:** On August 7, 2020, the Imperial County Transportation Commission (ICTC) announced the implementation of a **Free Fares Program** for various Imperial Valley Transit (IVT) services. Eligible services include IVT Fixed Route, IVT Circulators (Blue, Green and Gold Lines), IVT ACCESS and IVT RIDE (EL Centro, Imperial, Heber, Brawley, Calexico, Westshores). All passengers are eligible to benefit from the Free Fares Program. The fares are subsidized by a State of California grant and fare contributions to IVT RIDE passengers by the County of Imperial's Area Agency for the Aging (AAA). *ICTC was able to secure a new grant to provide free fares for all of 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.*

- 3) **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.
- 4) **Calexico Intermodal Transportation Center (ITC):** A new Intermodal Transportation Center in the City of Calexico has been part of ICTC's long range transit planning. The new Calexico ITC will serve as a regional mobility hub that will accommodate bus bays for Imperial Valley Transit in addition to private bus companies, taxis and farm labor buses. ICTC previously received a Congestion Mitigation and Air Quality federal program fund to complete the environmental and design plans of the new Calexico ITC. *The environmental and design phase has been completed. Right of Way Acquisition is underway. ICTC has already acquired 1 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. ICTC recently participated in a press conference with Congressman Dr. Raul Ruiz to announce the award of the RAISE grant.*
- 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. It is anticipated that the project will be completed within FY23-24.
- 6) **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 FY23-24.
- 7) **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 will operate 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 9<sup>th</sup>, 2023, and intends to have a formal event to celebrate the kickoff of the service as soon as approval is received by the CMO. The service was free for all passengers until February 9<sup>th</sup>, 2023. Further information about the service can be viewed on the website: <https://city.ridewithvia.com/calexico-ondemand>. 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 meeting.

- 8) **2022 Long Range Transportation Plan:** The ICTC in its capacity as the Regional Transportation Planning Agency is responsible to lead the Long Range Transportation Plan (LRTP) in Imperial County. The last update to the LRTP was conducted in 2013. ICTC staff completed a Request for Proposal (RFP) to prepare a full update of the Imperial County LRTP. Michael Baker International was the selected consultant. The goal of the LRTP is to provide the following:
- Identify and promote the relationship between the transportation system to existing and future land use and community comprehensive plans and programs.
  - Provide guidance to promote the improvement of multi-modal transportation circulation of people and goods, using both motorized and non-motorized transportation modes, new technologies and infrastructure facilities.
  - Recommendations and guidance to provide a safe, efficient, accessible, socially equitable and cost-effective transportation system.
  - Ensure compliance with state and federal transportation planning regulations.
  - Develop recommendations that ensure environmentally sustainable planning practices.

The consultant team continues to work on the existing conditions technical memorandum. The first TAC meeting was held on March 30, 2022, and was attended by a diverse stakeholder group comprised of local, regional, environmental justice groups and economic development organizations. In addition, an all-day event with six (6) subgroup meetings was held on April 6, 2022, that encompassed subgroups for:

- Highways and Local Roadways
- Border and Goods Movement
- Pedestrian, Bicycles and Microbility
- Transit and Paratransit / Senior and Disabled Service
- Environmental and Environmental Justice
- Developers / Economic Development / Small Business Liaison

Virtual and pop-up outreach events were held in the month of July to inform the public of the upcoming draft document and opportunity to provide input. *The draft LRTP is currently under review and was presented to TAC and the Steering Committee at the end of August. The completed draft LRTP public review and comments period ended on September 6, 2023. It is anticipated that the document adoption will be in the of October/November timeframe. To access the completed documents and draft project listing, please visit the project website located at <https://ictc-lrtp2023.org/new-page-2>.*

- 9) **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.*
- 9) **Coordinated Border Infrastructure Program Funds:** *Project considerations have been compiled from all ICTC member agencies. Lead agencies have expressed interest in \$2M Coordinated Border Infrastructure (CBI) Program funds and would be able to provide the corresponding matching funds for their corresponding project listed below. All projects listed have been identified by the lead agency as a project of regional significance; however, some projects have stronger nexus to CBI funding requirements than others. Meeting CBI requirements is an important requirement in the selection of the project(s).*

Project List for Consideration		
Agency	Project Name	Work Completed
City of Brawley	Best Road Rehabilitation Project from Main Street to Ganado Road	
City of Calexico	2nd Street/All American Canal Bridge Replacement	

	2nd Street Bridge Widening at New River	Cost Estimates were completed but need to be updated
City of Calipatria	Sidewalks along Hwy 111	
City of El Centro	Imperial Avenue Extension South Phase 4	Environmental (NEPA) cleared
City of Holtville	Sidewalks along Hwy 115	
City of Imperial	P Street/Clark Road Rehabilitation Project from Aten Blvd. to Worthington Road (including work in the County of Imperial)	Preliminary costs completed
City of Westmorland	SR86 & Martin Road Signalization	
County of Imperial	Picacho Road Bridge Replacement	Design in progress & CEQA & NEPA in progress
	Drew Road Bridge***	

\*\*\*The County of Imperial has expressed interest in seeking CBI funds for the Picacho Road Bridge Replacement to redirect local funds towards the improvements to Drew Road Bridge. The Drew Road Bridge project currently has 90% design completed. The County of Imperial can commit to deliver the Drew Bridge Project by February 2025 if granted CBI funding for Picacho Road Bridge.

- 10) **Imperial Mexicali Binational Alliance (IMBA):** An IMBA meeting was held on August 10, 2023, at the City of Mexicali's Preparatoria Universidad 16 de septiembre. The meeting included presentations by the North American Development Bank: NADBank, border infrastructure project updates, education updates, and economic development updates. *The next IMBA meeting will be held in Imperial County in October 2023.*
- 11) **Calxico 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 is anticipated to be completed at the end of 2023 due to delays with the issuance of the presidential permit. Approximately 80% of construction efforts have been completed. The project was temporarily on hold due to the issuance of the presidential permit to relocate the border fence. The Presidential Permit was received on July 7, 2023. ICTC is working with the contractor to restart the project as quickly as possible. A Ribbon Cutting event will be held sometime in October or November, or as soon as construction for the bridge portion is completed. It is anticipated that the overall project will be completed during the beginning months of the 2024 calendar year.*
- 12) **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 and obtaining Caltrans Permits and Environmental Clearance. The improvement plans will be submitted to Caltrans for review and comment.*

- 13) **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.*
- 14) **Clean California Bus Stop Improvement Project:** *Through Clean California Round 1 Funding, Caltrans was able to secure funding to complete bus stop and shelter improvements in the communities of Niland, Calipatria, Brawley and Holtville along various state routes. Caltrans, ICTC and the communities worked together to identify locations, in addition to reviewing possible secondary amenities such as trash enclosures. Construction activities for the new bus stop improvements began on March 13, 2023.*
- 15) **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 are \$416.2 million. Construction efforts for the West Port of Entry are anticipated to begin on September 26, 2022. Noticing information pertaining to lane closures and closure times, adjustments to the East Port of Entry passenger vehicle operating hours and other items have been distributed and shared via multiple media outlets including ICTC's website at [Canopy construction at the Calexico West Port of Entry to impact vehicle traffic | Imperial County Transportation Commission \(imperialctc.org\)](https://www.imperialctc.org/canopy-construction-at-the-calexico-west-port-of-entry-to-impact-vehicle-traffic)*
- 16) **Surface Transportation Block Grant Program (STBG) and Congestion Mitigation and Air Quality Program (CMAQ) 2022 Call for Projects – FFY 2022/2023 to FFY 2024/2025:** *The STBG and CMAQ Call for Projects began on November 18, 2021. The approved 2022 CMAQ & STBG Guidelines are posted on the ICTC website at <http://www.imperialctc.org/call-for-projects/>. Applications were submitted on Friday, February 25, 2022, to ICTC office. All agencies submitted with the exception of the City of Westmorland and IID. A total of 10 STBG and 11 CMAQ applications were received by ICTC. Funding requests exceed the CMAQ and STBG amounts available for the three (3) fiscal years.*

Program	Total Amount Available	Amount Requested by All Applicants
CMAQ	\$5,222,306	\$9,136,697
STBG	\$7,706,117	\$16,640,508

Technical staff representing all the cities and county participated in a scoring and ranking meeting on March 17, 2022, at the ICTC offices. This item was approved by the Commission on April 27, 2022. ICTC staff worked with local

agency staff and programmed all approved projects in the Federal Transportation Improvement Program (FTIP). Additionally, in response to the Federal Highway Administration (FHWA) corrective action of future CMAQ and STBG funds, ICTC staff has worked with member agency staff and completed a mini call for projects for FFY 2025/26 CMAQ and STBG funds. On Thursday, October 6<sup>th</sup> all member agencies reviewed and ranked projects submitted for FFY2025/26 funding. Project list recommendation was reviewed and approved by Management Committee and Commission on November 9, 2022.

- 17) **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 17<sup>th</sup>. 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.*
- 18) **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. Staff recommendations were approved at the January Commission meeting. See the table below for further information. *Next steps include approval of the projects by SCAG and ultimately the California Transportation Commission during their June 2023 meeting.*

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
<b>TOTAL Regional ATP funds</b>		<b>\$3,270,000</b>

- 19) **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.*

- 20) **Potential Bus Stop in Calipatria:** ICTC has evaluated all its fixed route service routes to attempt to provide service to the east side of Calipatria. Staff conducted time trials as well utilized several types of buses to verify buses would not have issues with other existing stops within proposed routes. Potential stops for the area include a stop along Commercial Avenue and potentially another stop near Alexandria Street. Staff are proposing to utilize the IVC Express route to potentially service the area. ICTC and City staff have begun coordination to implement infrastructure associated with the bus stop(s). *ICTC has begun utilizing the IVC Express route to service both bus stops along the east side (intersection of Bonita Place and Commercial Avenue) and (intersection of Alexandria Street and Brown Avenue) of Calipatria. The City of Calipatria has engaged its engineering team to review applicable infrastructure needs.*
- 21) **State Route 98 Widening from Ollie to Rockwood:** As part of the Calexico West POE Expansion project, SR-98 and Cesar Chavez Boulevard were widened and improved to serve the expansion to the west. Caltrans' SR-98 work between VV Williams and Ollie Avenue was completed in March 2018, and the Cesar Chavez Blvd. Widening was completed in October 2019. Caltrans has completed the design and right of way phase for SR-98 Widening between Rockwood Avenue and Ollie Avenue. On June 24, 2020, CTC authorized construction funding. The total project cost is estimated at \$7 million using a combination of 2016 Earmark Repurposing, Demonstration, Traffic Congestion Relief, ICTC and local funds. *The construction start date was delayed to due to environmental impacts and other utility projects in progress within the project area. Construction of the project began on August 6, 2021. 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 9<sup>th</sup>, 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 is now working on completing the east side of Highway 98 between Highway 111 and Rockwood Avenue.*
- 22) **State and Federal Local funding Obligations:** Projects programmed in programmed in Federal Fiscal Year (FFY) 2019/2020 were fully obligated according to Caltrans Local Assistance. Beginning October 1, 2020, agencies can move forward with request for authorization (RFA) for Congestion Mitigation Air Quality (CMAQ), Surface Transportation Block Grant program (STBG) programmed in FFY 2020/2021. Other state funding also included in the Federal Transportation Improvement Program (FTIP) include the Active Transportation Program (ATP).
- 23) **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](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](https://www.sco.ca.gov/ard_payments_rmra_counties.html)*
- 24) **State Legislation for Transportation Funding – SB 1 Local Partnership Program (LPP):** *Local Partnership Program is comprised of formulaic program and competitive programs. The Local Partnership Formulaic Program (LPFP) funds share distributions for Cycle 3 are in the amount of \$1,549,000. Cycle 3 LPFP funds must be programmed and allocated in FY 2022-2023 and before June 30, 2023. The Program guidelines require a 50% match, project nomination forms must be collected by ICTC and submitted to the California Transportation Commission (CTC) for programming approval. Subsequently, the cities/county must submit allocation request to the CTC for use of funds. A one-time extension is allowed for allocation approval by the CTC for up to 12 months. If both programming, allocation, and/or time extension is approved by June 30, 2023, funds will lapse.*

ICTC staff is preparing to initiate the funding distribution discussion with member agency staff at the TAC meeting on August 25, 2022. Upon review and recommendations received by TAC members, project nomination forms will be gathered and presented to the ICTC Management and Commission in the September or October meetings.

The following is the link to the 2019 Local Partnership Program guidelines:

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

## 25) Partnerships with IVEDC:

- **Southern Border Broadband Consortium (SBBC):** SBBC continues to work with local stakeholders to identify, prioritize and advance broadband infrastructure and improvement projects; facilitate and promote broadband education community wide using survey data; work with the Boys and Girls Club of IV and the Workforce Development Board to create Digital Literacy Centers throughout Imperial County; The SBBC has participated in the development of a Digital Equity Best Practices Checklist and Imperial County Broadband Priority Routes. *The grant Cycle 1 has one (1) pending invoice waiting for approval. Budget Recap:*

### Cycle 1: 2017-2020

Original Grant Amount: \$450,000.00

Total Reimbursements Received to Date: \$233,070

- **The Brawley Transit Corridor Brownfield Assessment:** ICTC in partnership with IVEDC received a U.S. Environmental Protection Agency (EPA) Brownfields Communitywide Assessment Grant award of \$300,000 from the Environmental Protection Agency's Brownfields Assessment Program. This assessment is focused along the transit circulator route within the 13-mile Imperial Valley Transit's (IVTs) Brawley Gold Line Transit Route and the Brawley Transit Center that serves as the IVTs North Imperial County transfer terminal. The commercial corridors in the target assessment area include over 100 known commercial properties and suspected historical gas station sites with known or suspected underground tanks in the target area. ICTC is the fiscal agent and has developed an MOU which will define roles and responsibilities (Audits, Administration and Project Management) of ICTC and IVEDC. SCS Engineers Tasks include the Quality Assurance Project Plan (QAPP) and project management plan as required by EPA. *As of July 2023, the project has expended all funding and is now closed.*

## 26) Funding Opportunities:

For a complete list of California specific grant opportunities go to <https://www.grants.ca.gov/>. For a complete list of federal transportation grant opportunities go to <https://www.transportation.gov/bipartisan-infrastructure-law/key-notices-funding-opportunity>.

Upcoming federal grant opportunities from the U.S. Department of Transportation include:

- Reconnecting Communities Program and Neighborhood Access & Equity Grant Program due 9/28/23

The Imperial County Air Pollution Control District leads 2 AB617 Corridors in Imperial County, one in south county for Calexico-Heber-El Centro the other on north county for Calipatria-Westmorland-Brawley. Funding is available via call for projects released at different times for both corridors, for more information refer to the website: <https://www.icab617community.org/request-for-proposals>.

## 27) Meetings attended on behalf of ICTC:

- Various Weekly Reoccurring Calexico East POE Bridge Widening Project Meetings
- Various Weekly Project Specific Meetings
- August 24, 2023 – ICTC Technical Advisory Committee meeting at the ICTC office
- August 28-29, 2023 – Imperial County Transportation Commission FY 2023 Triennial Review via Microsoft teams

- August 28, 2023 – SoCal Greenprint Technical Advisory Committee Meeting via video conference at ICTC offices (attended by staff)
- August 30, 2023 – SCAG Regional Transit Technical Advisory Committee Meeting via zoom meeting
- August 30, 2023 – ECRMC Wellness Wednesday outreach event at the Imperial Valley Mall (attended by staff)
- August 31, 2023 – Imperial County Transportation Commission FY 2023 Triennial Review - Exit Conference via Microsoft teams
- September 6, 2023 – ICTC SCAG meeting at the ICTC offices
- September 7, 2023 – SCAG Regional Council Meeting via zoom meeting
- September 11, 2023 – Imperial County SB 1383 Coalition - meeting #2 via zoom meeting
- September 12, 2023 – Southern California Legislative Roundtable Meeting via Teams meeting (attended by staff)
- September 13, 2023 – ICTC Management Committee Meeting in the City of Brawley
- September 13, 2023 – SANDAG Freight Stakeholders Taskforce Meeting via zoom meeting (attended by staff)
- September 13, 2023 – AB 617 Community Steering Committee Meeting for the El Centro-Heber-Calexico Corridor in Callexico, CA
- September 12-13, 2023 – Introduction to Government Accounting – CSMFO training (attended by staff)
- September 14, 2023 – SCAG Region STBG/CMAQ/CRP Working Group Meeting via teams meeting (attended by staff)
- September 18, 2023 – Imperial County LTA FY 2023 Audit Kickoff meeting at the ICTC offices
- September 20, 2023 – SCAG Demographic Workshop via videoconference at the ICTC offices (attended by staff)

## California Department of Transportation



To: ICTC Commission

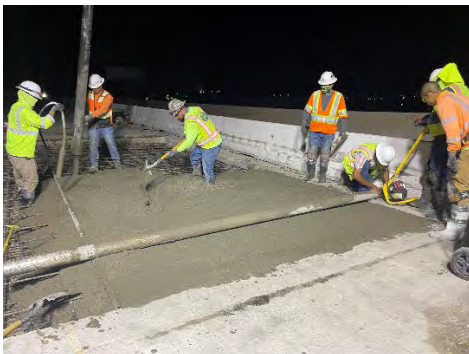
Date: September 2023

From: GUSTAVO DALLARDA  
Caltrans District 11 Director

Subject: **DISTRICT DIRECTOR'S REPORT**

### **CONSTRUCTION**

1. **SR-98 Widening Project:** As part of the Calexico West POE Expansion project, SR-98 and Cesar Chavez Blvd were widened and improved to serve the expansion to the west. SR-98 work between VV Williams and Ollie Avenue was completed in March 2018, and the Cesar Chavez Blvd widening was completed in October 2019 by the City of Calexico. Construction for stage 1 of the SR-98 eastbound widening between Rockwood Avenue and Ollie Avenue was completed in November 2022. The construction of Stage 2 (westbound SR-98 from SR-111 to Ollie Ave) is now substantially complete. Stage 3 is underway with completion estimated in fall 2023. The total project cost is estimated at \$8.2 million.
2. **I-8 Colorado River Bridge Rehab:** This project is located near the Arizona border on I-8. The scope includes replacement of bearing pads, portions of the concrete pavement on the bridge deck and approach slabs. Part of work foot print straddles the California/Arizona border. Detours and temporary closures are expected and will be announced as the project progresses. Construction started in February 2023 and major work concluded this month. The total project cost is estimated at \$11.1 million.



3. **I-8, SR-78 Bridge Rehab at Various Locations:** The project scope includes 4 bridge locations on I-8 at Brock Research Center Rd, All American Canal (left/right) Bridges and at Winterhaven Dr/4<sup>th</sup> Ave. The 2 locations on SR-78 are at Palo Verde Drain and Palo Verde Outfall bridges near Palo Verde. Work has begun at the I-8 location over the All American Canal, bridge deck work is underway. Target start for the 4<sup>th</sup> Ave bridge is mid to late September. Total estimated cost is \$13.2 million. The following images show the progress on the All American Canal bridge.



4. **I-8 Roadside Safety Improvements:** This project will be implementing various safety improvements at various locations on I-8 between Silsbee Rd and Anderholt Rd. The scope includes slope paving, gore paving and rumble strip installations. Construction activities are underway and estimated completion is spring 2024. The total project cost is estimated at \$4.6 million.
5. **Clean California Projects:** District 11 has been working on several Clean CA Projects in Imperial County. They include bus shelter improvements in Niland(SR111), and bus shelter installations in Calipatria(SR111), Brawley(SR86) and Holtville(SR115). Additionally, median island improvements in El Centro(SR86) and a gateway beautification project at SR-7/Nina Lee Rd just north of the Calexico Port of Entry are also included as part of this effort. The gateway project is complete as with one of the median island locations. The bus shelter projects in Niland, Calipatria and Holtville are nearing completion.



## **PROJECT DELIVERY**

1. **SR-111 Roadside Improvements:** 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 and was advertised in August, bid opening is slated for late September. Construction start is estimated for spring 2024.
2. **SR-186 All-American Canal Bridge:** This project proposes to construct a new bridge over the All-American Canal (AAC). The new bridge will improve safety and better facilitate international and interregional movement of people, goods and services. A 2019 feasibility study proposed 8 alternatives including a no-build option. The following stakeholders have been identified, Fort Yuma Quechan Indian Tribe, US BIA, US BOR, IID, International Boundary and Water Commission, County of Imperial, Union Pacific Railroad and US GSA. *Project Milestones: Project Approval/Environmental Clearance 12/2024. The Anticipated funding fiscal year for construction is 2027/28.*

## **MAINTENANCE AND TRAFFIC OPERATIONS**

1. El Centro Traveled Way Crew – Sweeping I-8/SR111, lateral support SR111, storm repairs SR98/I-8, drain cleaning SR86



2. El Centro Functional/Marking Crew – Sign/landscape maintenance, school crossing in Calexico



3. Midway Traveled Way Crew – Crack sealing SR98, storm response/repairs, fence repair I-8, brush control I-8



4. Brawley Traveled Way Crew – Sweeping/brush control, mowing and guardrail repair - SR78



5. El Centro Clean CA Crew – Litter control/landscaping activities I-8/4<sup>th</sup> - Dogwood Rd and SR86 at the Border Patrol Checkpoint



6. **SR-86/Customs & Border Protection Checkpoint Expansion:** AECOM has submitted a revised concept plan with a standard acceleration lane from the secondary inspection facility and it has been approved. AECOM is expected to submit revised design plans with the approved concept soon. The environmental studies are being prepared by ICTC and will soon be sent for review. Caltrans will assist ICTC in coordinating upcoming meetings.

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

## **PLANNING AND LOCAL ASSISTANCE**

1. **Project Study Report: Forrester Road Improvements** - This study is developing short, medium, and long term improvements for Forrester Road (I-8 to SR 78/86). It is being prepared as a Project Study Report – Project Development Support (PSR-PDS) and identifies improvements that can proceed to the Project Approval/Environmental Document (PA/ED) phase of the project development process. The project creates a truck bypass to the City of Westmorland by making improvements to Andre Road and Martin Road. Other projects within the PSR-PDS could move to the next phase once funding is available. A meeting with ICTC is scheduled for August to review the draft. The document is anticipated to be completed in fall 2023.
2. **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. The study completion is estimated for summer 2024.

**Calexico East Land Port of Entry Joint Operations Systems-** This study will develop a concept for a joint operation system for the Calexico East Port of Entry (POE), which will also debut the first land POE appointment system for commercial vehicles and potentially passenger vehicles. Using current border conditions, the system will allow commercial vehicle border users to pay for a designated appointment window to cross the border. This first-in-the-nation application will be piloted initially for commercial vehicles and could be expanded to passenger vehicles. If successful, this pilot has the potential to be scalable by expanding to other POE and could be utilized at other POEs along the northern and southern borders in the United States. The study completion is estimated for summer 2024.

### 3. **Local Assistance:**

#### September 28, 2023 – USDOT Deadline for Rural and Tribal Assistance Program

USDOT has \$3.4 million to provide grants for eligible applicants on a first-come, first-served basis. Individual awards will range in value up to the statutory \$360,000 limit, with no local funding match requirement for this program. Grants may be used to hire staff or advisors to assist with early development-phase activities including feasibility studies; preliminary engineering and design; environmental review; revenue forecasting; financial feasibility analysis; statutory and regulatory analysis and drafting and negotiation of agreements.

A Notice of Funding Opportunity and further details are posted at this link –  
<https://www.transportation.gov/buildamerica/RuralandTribalGrants>

Nationally Significant Federal Lands and Tribal Projects (NSFLTP) Program

This Federal Highway Administration (FHWA) Program addresses significant challenges for transportation facilities that serve federal and tribal lands.

**Application deadline is November 6, 2023.**

A Notice of Funding Opportunity and further details are posted at this link –  
<https://highways.dot.gov/federal-lands/programs/significant>

Strengthening Mobility and Revolutionizing Transportation (SMART) Grants

USDOT again is accepting applications for the Strengthening Mobility and Revolutionizing Transportation (SMART) Grants Program. During Stage 1, the SMART Program seeks to fund innovation aimed at solving real-world transportation problems, which focus on building data and technology capacity, as well as experience for State, local and tribal governments. SMART also recognizes that many public sector transportation agencies face challenges finding resources and personnel to leverage new technologies. The program gives both time and support to enable successful deployment.

**Application deadline is October 10, 2023.**

A Notice of Funding Opportunity and further details are posted at this link –  
<https://www.transportation.gov/grants/SMART>

2025 Active Transportation Program (Cycle 7)

The CTC is developing guidelines for the 2025 Active Transportation Program (ATP) cycle. Statewide workshops have started, with opportunities to participate live online. Further details are posted at this link –

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

California Transportation Commission (CTC) Allocation and Approval Requests

Please review the attached schedule of due dates and prepare requests for California Transportation Commission (CTC) approval accordingly. Caltrans District 11 needs all documents at least two months before the CTC meets.

Friday, October 6, 2023 – deadline for the next CTC meeting  
(December 6-7, 2023)

Title VI Nondiscrimination Program

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

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

## **RELINQUISHMENTS**

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

# 2023 PREPARATION SCHEDULE

## CALIFORNIA TRANSPORTATION COMMISSION (CTC) MEETINGS

### AGENDA ITEM(S) DUE DATES

Prepared by:  
OFFICE OF CTC LIAISON  
DIVISION OF FINANCIAL PROGRAMMING  
CALIFORNIA DEPARTMENT OF TRANSPORTATION

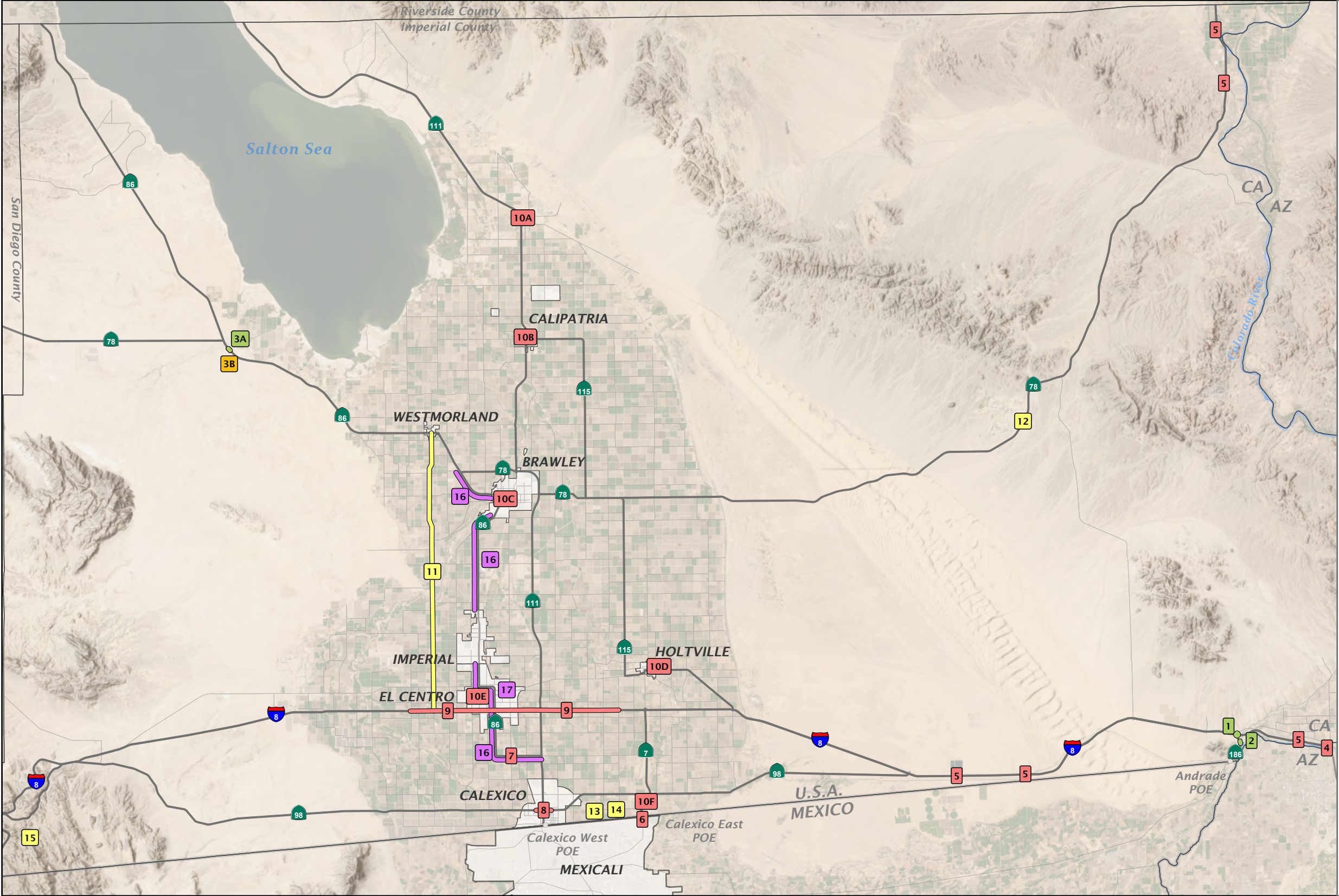
As of:  
July 2022

2023 California Transportation Commission (CTC) Meeting Schedule	<b>Local Agency Submits</b> Off System Funds Requests, Program Amendments, and Time Extensions to Caltrans Districts	District Submits Off System and On System Requests to HQ Divisions	HQ Divisions Submit Final Off System and On System Requests to Budgets	Final Agenda Language Due From HQ Divisions to Office of CTC Liaison	Final Book Items Due from HQ Divisions to Office of CTC Liaison
Date and Location:	10:00 AM District & CTC	10:00 AM HQ Divisions	5:00 PM Email to HQ Budgets	10:00AM Email to CTC Liaison	10:00 AM Email to CTC Liaison Email: CTCLiaison@dot.ca.gov
<del>Jan 25-26 - Sacramento</del>	<del>Mon, Nov 28, 22</del>	<del>Mon, Dec 5, 22</del>	<del>Mon, Dec 12, '22</del>	<del>Wed, Dec 21, '22</del>	<del>Thu, Dec 22, '22</del>
<del>Mar 22-23 - Los Angeles</del>	<del>Mon, Jan 23, 23</del>	<del>Mon, Jan 30, 23</del>	<del>Mon, Feb 6, '23</del>	<del>Wed, Feb 15, '23</del>	<del>Thu, Feb 16, '23</del>
<del>May 17-18 - Bay Area</del>	<del>Mon, Mar 20, 23</del>	<del>Mon, Mar 27, 23</del>	<del>Mon, Apr 3, '23</del>	<del>Wed, Apr 12, '23</del>	<del>Thu, Apr 13, '23</del>
<del>June 28-29 - Sacramento</del>	<del>Mon, May 1, 23</del>	<del>Mon, May 8, 23</del>	<del>Mon, May 15, '23</del>	<del>Wed, May 24, '23</del>	<del>Thu, May 25, '23</del>
<del>Aug 16-17 - San Diego</del>	<del>Mon, Jun 19, 23</del>	<del>Mon, Jun 26, 23</del>	<del>Mon, Jul 3, '23</del>	<del>Wed, Jul 12, '23</del>	<del>Thu, Jul 13, '23</del>
Oct 18-19 - Central Valley	Mon, Aug 21, 23	Mon, Aug 28, 23	Tue, Sep 5, '23	Wed, Sep 13, '23	Thu, Sep 14, '23
Dec 6-7 - Riverside	Mon, Oct 9, 23	Mon, Oct 16, 23	Mon, Oct 23, '23	Wed, Nov 1, '23	Thu, Nov 2, '23

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

IMPERIAL COUNTY

STATUS OF TRANSPORTATION PROJECTS



ENVIRONMENTAL

1. SR-186/I-8 Quechan Interchange Improvements\*  
Complete Dec 2023
2. SR-186 All-American Canal Bridge  
Complete Dec 2024
- 3A. SR-86 USBP Checkpoint Canopy\*  
Complete Fall 2023

DESIGN

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

CONSTRUCTION

4. I-8 Colorado River Viaduct  
Complete Construction Fall 2023
5. Bridge Rehab Projects on I-8 and SR-78  
Begin Construction March 2023, Complete Spring 2024
6. Calexico East POE Bridge Widening  
Design/Build Begin Mar 2021, Complete June 2023
7. SR-86/Dogwood Road Intersection Improvements County Permit\*
8. SR-98 Widening Phase 1C Ollie Ave to Rockwood Ave  
Complete Winter 2023
9. I-8 Roadside safety improvements  
Begin construction June 2023, Complete Spring 2024
- 10 A-F. Clean CA Projects - Bus Shelters, Median, Welcome Sign

PLANNING

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

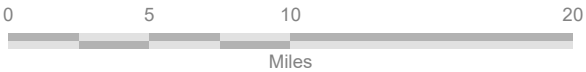
RELINQUISHMENT

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.



- Environmental
- Design
- Construction
- Planning
- Relinquishment



:Project funded by Senate Bill 1

Abbreviations:

GSA: General Services Administration

POE: Port of Entry

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

Date:08/18/2023

