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MANAGEMENT COMMITTEE AGENDA

**ICTC Offices
1503 N. Imperial Ave., Suite 104
El Centro, CA 92243**

**Wednesday, June 14, 2023
10:30 A.M.**

CHAIR: ESPERANZA COLIO-WARREN

VICE CHAIR: DENNIS MORITA

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

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

To join by Zoom Meeting click on the following link:

<https://us06web.zoom.us/j/86405860271?pwd=OG4xVHRtbkgydTFkd2sySktOenMyUT09>

To join by telephone dial 669-444-9471

Meeting ID: 864 0586 0271

Passcode: 044422

I. CALL TO ORDER AND ROLL CALL

II. EMERGENCY ITEMS

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

III. PUBLIC COMMENTS

This is an opportunity for members of the public to address the Management Committee on any subject matter within their 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 crستيرma@imperialctc.org. When addressing the Committee, state your name for the record prior to providing your comments. Please address the Committee as a whole, through the Chairperson. Individuals will be given three (3) minutes to address the Committee; groups or topics will be given a maximum of fifteen (15) minutes. Public comments will be limited to a maximum of 30 minutes. If additional time is required for public comments, they will be heard at the end of the meeting. Please remember to follow the Public Comment Code of Conduct.

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

IV. CONSENT CALENDAR

- A. Approval of Management Committee Draft Minutes: May 10, 2023 Page 6-21
- B. Receive and File:
 - 1. ICTC Commission Minutes: May 24, 2023
 - 2. ICTC TAC Minutes: April 27, 2023
 - 3. ICTC SSTAC Minutes: May 3, 2023
- C. Federal Transit Administration (FTA) Section 5310 Grant Program for Elderly and Disabled Transportation Services FY22-23 ICTC grant application Page 23

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

- 1. Authorize the Executive Director or his designee to submit an FTA 5310 FY22-23 Grant, execute all required documents and any amendments with the California Department of Transportation for the continued funding of the Regional Mobility Coordination Program.
- 2. Authorize the ICTC Chairperson to sign the attached resolution
- 3. Direct staff to forward the FTA 5310 Grant Application and associated documentation to the California Department of Transportation.

V. ACTION CALENDAR

- A. Draft ICTC Overall Work Program (OWP) and Budget, Fiscal Year 2023-2024 Page 27

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

- 1. Adopt the Draft ICTC Overall Work Program (OWP) and Budget for FY 2023/24.

- B. Grant Writing and Transportation Improvement Programs Support – Services Contract Award – COH Associates, Inc. Page 40

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

- 1. Approve the award of the Services Agreement for Grant Writing and Transportation Improvement Programs Support Services – to COH and Associates, Inc. in the amount of \$150,000 for fiscal years 2023/24 to 2025/26.
- 2. Authorize the Chairperson to sign the Services Agreement.

- C. Amendment to the Agreement between the Imperial County Transportation Commission (ICTC) and Nomad Transit, LLC (Via) for the operation of the Calexico Microtransit Service funded by the Clean Mobility Options (CMO) Voucher Pilot Program Page 60

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

- 1. Approve the First Modification to the agreement between ICTC and Nomad Transit, LLC (VIA) for the Calexico On Demand service in the amount of \$245,579 modifying the total contract value to \$1,498,875. The modification is contingent upon receipt of said additional funding.
- 2. Authorize the Executive Director to sign Modification No. 1.

- D. FY 2023-24 Eighth Revision to Memorandum of Understanding (MOU); ICTC - Quechan Indian Tribe - Yuma County Intergovernmental Public Transit Authority (YCIPTA) for Turquoise Route #10 and Blue Route #5 Page 65

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

1. Authorize the Chairperson to sign the Eighth Extension to the Memorandum of Understanding (MOU) between the Yuma County Intergovernmental Public Transportation Authority (YCIPTA), The Imperial County Transportation Commission (ICTC) and the Quechan Indian Tribe for the continued implementation and operation of a regional connector bus service (YCAT **Turquoise #10**) between Yuma AZ, Winterhaven and El Centro, California; and, a circulator route from Yuma with stops in the eastern Imperial County area (YCAT **Blue #5**) effective July 1, 2023 through June 30, 2024 and provide a not to exceed subsidy to the Quechan Tribe and YCIPTA in an amount of \$210,000.00.

- E. IVRMA FY 2023-24 Annual Budget Page 68

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

1. Adopt the Draft IVRMA Budget for FY 2023/2024.

- F. Hunter Employment, LLC Agreement – Fourth Modification Page 72

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

1. Authorize the Chairperson to sign the fourth modification to the agreement with Hunter Employment, LLC for the period of July 1, 2023, through June 30, 2024.

- G. Secure E-Waste Solutions (SES) Agreement – Fifth Modification Page 77

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

1. Authorize the Chairperson to sign the Fifth Modification of the Secure E-Waste Solutions (SES) Agreement for July 1, 2023, through June 30, 2024.

- H. Rubio Tire Co. Agreement Page 82

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

1. Authorize the Chairperson to execute the Rubio Tire Co. two-year agreement, for FY 2023-24 and FY 2024-25.

- I. Clean Earth Environmental Services Inc. Fifth Modification Page 102

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

1. Authorize the Chairperson to execute the Fifth Modification of the Clean Earth Environmental Services, Inc. Agreement for July 1, 2023, to June 30, 2024.

- J. EFR Environmental Services Agreement Page 108

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

1. Authorize the Chairperson to execute the EFR Environmental Services. one-year agreement, for July 1, 2023, through June 30, 2024.

VI. REPORTS

- A. ICTC / LTA / IVRMA Executive Director
 - ICTC Executive Director Report on page 128
- B. Southern California Association of Governments
 - See attached report on page 135
- C. California Department of Transportation – District 11
 - See attached report on page 139
- D. Committee Member Reports

VII. NEXT MEETING DATE AND PLACE

- A. The next Management Committee Meeting is scheduled for Wednesday, July 12, 2023, at 10:30 a.m. tentatively at the City of Brawley.

VIII. ADJOURNMENT

IV. CONSENT CALENDAR

IV. CONSENT CALENDAR

- A. Approval of Management Committee Draft Minutes:
May 10, 2023

- B. Receive and File:
 - 1. ICTC Commission Minutes: May 24, 2023
 - 2. ICTC TAC Minutes: April 27, 2023
 - 2. ICTC SSTAC Minutes: May 3, 2023

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

VOTING MEMBERS PRESENT:

City of Brawley	Tyler Salcido
City of Calexico	Esperanza Colio-Warren
City of Calipatria	Absent
City of El Centro	Cedric Ceseña
City of Holtville	Nick Wells
City of Imperial	Dennis Morita
County of Imperial	Miguel Figueroa
County of Imperial	Absent
Imperial Irrigation District	Absent
City of Westmorland	Absent
ICTC	Virginia Mendoza for David Aguirre

STAFF PRESENT: Cristi Lerma, Gustavo Gomez, Angela Delgadillo

OTHERS PRESENT: Sam Amen, Patrick Jenkins, Rafael Reyes, Hanh-Dung Khuu, Bryan Ott, Maria Ibarra: Caltrans, Frank Marquez, Kathy Chambers: Moore & Associates, David Salgado: SCAG, Analy Castillo: Stantec, Britt Strottman, Paul Starita: Singleton Schreiber, Katherine Boniface: Group Delta

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, May 10, 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 10:35 a.m., roll call was taken, and a quorum was present.

II. EMERGENCY ITEMS

There were none.

III. PUBLIC COMMENTS

There were none.

IV. CONSENT ITEMS

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

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

City of Westmorland	Absent
Imperial Irrigation District	Absent

Motion carried.

V. ACTION CALENDAR

- A. Transportation Development Act (TDA) Triennial Performance Audit Findings, Responses, Action Plan and Authorization to Submit Audits to Appropriate Agencies

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

1. Received and filed the TDA Triennial Performance Audit(s) for the Imperial County Transportation Commission, Imperial Valley Transit (IVT), IVT Ride, IVT Access, IVT Ride, and the YCAT East County Service.
2. Directed staff to transmit the performance audit(s) to Caltrans and other state agencies as required.

A brief presentation was provided by Kathy Chambers regarding the Transportation Development Act (TDA) Triennial Performance Audit Findings, Responses, and Action Plan.

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

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

Motion carried.

- B. ICTC Zero Emission Bus Plan - California Air Resources Board (CARB) Innovative Clean Transit (ICT) Rollout Plan

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

1. Approved and adopted the ICTC CARB ICT Rollout Plan.
2. Authorized staff to file all necessary documents on behalf of ICTC pertaining to the California Air Resources Board Innovative Clean Transit Regulation.

A brief presentation was given by Analy Castillo from Stantec explaining the ICTC Zero Emission Bus Plan - California Air Resources Board (CARB) Innovative Clean Transit (ICT) Rollout Plan.

A motion was made by Wells seconded by Colio-Warren to approve Action B. Roll call was taken:

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

Motion carried.

C. Unmet Transit Needs Public Hearing Process - Fiscal Year 2023-24

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

1. Adopted the FY 2023-24 “Findings” and the prioritized 2023 ICTC Unmet Transit Needs List as presented or amended.
2. Authorized the Chairman to sign the attached resolution.
3. Directed staff to forward the FY 2023-24 “Findings”, and all other public hearing documentation and resolution to the State Department of Transportation.
4. Adopted the definition of “Unmet Transit Needs” and “Reasonable to Meet” as published and utilized by the Executive Committee of the Southern California Association of Governments (SCAG) in 1981 and the Imperial Valley Association of Governments (IVAG) in 1992.

A motion was made by Figureroa seconded by Salcido to approve Action C. Roll call was taken:

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

Motion carried.

D. Fund Request to the Local Transportation Authority (LTA) and Caltrans Fund Exchange – State Route 98 between Ollie and Rockwood Avenues

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

1. Approved the allocation of funding in the amount of \$1,000,000 for the right-of-way funding shortfall for the SR-98 Widening Project between Ollie and Rockwood Avenues, from the LTA 5% Regional Highway Set-Aside and,
2. Authorized the Executive Director to execute the necessary agreements between Caltrans and the Imperial County Transportation Commission.

A motion was made by **Morita** seconded by **Ceseña** to approve Action D. Roll call was taken:

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

Motion carried.

VI. REPORTS

A. ICTC Executive Director

- Ms. Mendoza had the following updates:
 - o Calexico Microtransit Service-Calexico on Demand: The service has averaged 150 passengers per day since the removal of the free fares and has been well received. A service celebration ceremony has been scheduled for May 11, 2023, in the city of Calexico.
 - o Imperial Mexicali Binational Alliance (IMBA): The next IMBA meeting is scheduled in Imperial County on June 8, 2023.
 - o Calexico East Port of Entry Bridge Widening Project: This project is pending the receipt of the presidential permit to be able to be completed.
 - o All ICTC Executive Directors updates can be found on page 370.

B. Southern California Association of Governments (SCAG)

- o SCAG released REAP 2.0 Call for Applications for Housing Infill for Private and Public Land Pilot Program open through July 10th.
- o Toolbox Tuesday on May 16th. GIS Modeling and analytics in regional planning.
- o Public Outreach process is ongoing for Connect SoCal Plan. There is a survey open to the public to provide feedback.

C. Caltrans Department of Transportation – District 11

- Mr. Reyes had the following updates:
 - o SR-98 Widening Project: Stage 2 is nearing completion. The target completion date is May 22nd. Stage 3 is planned to follow about a week later.
 - o I-8 Colorado River Bridge Rehab: There are some night closures that are planned from May 14th to May 18th.
- Mr. Ott had the following updates:

- May 31, 2023- New Deadline: Clean California Local Grant Program Cycle 2
- All Caltrans updates can be found on page 377.

VII. PRESENTATION

- A. Due to no quorum present at the beginning of the meeting, the presentation was moved to the beginning of the meeting. A brief presentation was given by Imperial Irrigation District on Per-and Polyfluoroalkyl (PFAS) “The Forever Chemical”.

- VIII.** The next meeting is scheduled for **June 14, 2023, at 10:30 a.m.** at Imperial County Transportation Commission office and via Zoom Meeting for non-voting members and the public.

IX. ADJOURNMENT

Meeting adjourned at 12:12 p.m.

**IMPERIAL COUNTY TRANSPORTATION COMMISSION
MINUTES FOR May 24, 2023
6:00 p.m.**

VOTING MEMBERS PRESENT:

- | | |
|------------------------------|-----------------------|
| City of Brawley | George Nava |
| City of Calipatria | Maria Nava-Froelich |
| City of Calexico | Raul Ureña |
| City of El Centro | Martha Cardenas-Singh |
| City of Imperial | Robert Amparano |
| City of Holtville | Mike Goodsell |
| City of Westmorland | Ana Beltran (zoom) |
| County of Imperial | Absent |
| County of Imperial | Luis Plancarte |
| Imperial Irrigation District | Absent |

STAFF PRESENT: David Aguirre, Virginia Mednoza, Cristi Lerma, Gustavo Gomez, Maricela Galarza, Angela Delgadillo

OTHERS PRESENT: Eric Havens: Counsel; Rafael Reyes, Ann Fox: Caltrans; David Salgado: SCAG, Rebecca Terrazas Baxter: County of Imperial, Esperanza Colio-Warren: City of Calexico, Kelly Watts, Analy Castillo: Stantec

PUBLIC: Rebecca Lemon, Daniela Flores

The following action minutes are listed as they were acted upon by the Imperial County Transportation Commission and as listed on the agenda for the meeting held Wednesday, May 24, 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 6:06 p.m. Roll call was taken, and a quorum was present.

II. EMERGENCY ITEMS

There were none.

III. PUBLIC COMMENTS

- Daniela Flores, the Executive Organizer from the Imperial Valley Equity and Justice Coalition, expressed her appreciation for the Budget Workshop and looks forward to all projects. She stated that she had some questions about the budget workshop and will speak to David Aguirre about those.

IV. CONSENT CALENDAR

- | | | |
|----|------------------------------------|----------------|
| A. | ICTC Commission Minutes: | April 26, 2023 |
| B. | Receive and File: | |
| 1. | ICTC Management Committee Minutes: | April 12, 2023 |
| 2. | ICTC TAC Minutes: | April 27, 2023 |
| 3. | ICTC SSTAC Minutes: | April 5, 2023 |

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

Agency	Roll Call
City of Brawley	Yes
City of Calipatria	Yes

City of Calexico	Yes
City of El Centro	Yes
City of Holtville	Yes
City of Imperial	Yes
County of Imperial Plancarte	Yes
County of Imperial Hawk	Absent
City of Westmorland	Zoom
Imperial Irrigation District	Absent

Motion Carried.

V. ACTION CALENDAR

- A. IMPERIAL VALLEY TRANSIT (IVT) – Fixed Route Transit Services Operating Agreement, Fiscal Year 2023-24 - Extension 2

The ICTC Management Committee met on April 12, 2023, and forwards this item to the Commission for their review and approval after public comment, if any:

- 1. Authorized the Chairperson to sign extension #2 to the operating agreement with First Transit Inc. for the continued operation of Imperial Valley Transit, effective July 1, 2023:
 - a. IVT Fixed Route - For the period July 1, 2023, through June 30, 2024, the annual not to exceed subsidy is set at \$4,189,334.
 - b. IVT Blue and Green Lines - For the period July 1, 2023, through June 30, 2024, the annual not to exceed subsidy is set at \$672,437.
 - c. IVT Gold Line - For the period July 1, 2023, through June 30, 2024, the annual not to exceed subsidy is set at \$350,094.

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

- B. IVT ACCESS – ADA Paratransit Service Operating Agreement Fiscal Year 2023-24 – Extension 2

The ICTC Management Committee met on April 12, 2023, and forwards this item to the Commission for their review and approval after public comment, if any:

- 1. Authorized the Chairperson to sign extension #1 to the operating agreement with First Transit Inc. for the continued operation of IVT ACCESS, effective July 1, 2022:
 - a. For the period July 1, 2023, through June 30, 2024, the annual not to exceed subsidy is set at \$1,641,553.

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

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

C. IVT RIDE – Senior/Paratransit Dial-A-Ride Service Operating Agreement Fiscal Year 2023-24 – Extension 2

The ICTC Management Committee met on April 12, 2023, and forwards this item to the Commission for their review and approval after public comment, if any:

1. Authorized the Chairperson to sign extension #2 to the operating agreement with First Transit Inc. for the continued operation of IVT RIDE, effective July 1, 2023:
 - a. For the period July 1, 2023, through June 30, 2024, the annual not to exceed subsidy is set at \$1,788,823.

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

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

D. IVT MEDTRANS – Non-emergency Transportation to Medical Facilities in San Diego Service Operating Agreement Fiscal Year 2023-24 – Extension 2

The ICTC Management Committee met on April 12, 2023, and forwards this item to the Commission for their review and approval after public comment, if any:

1. Authorized the Chairperson to sign extension #1 to the operating agreement with First Transit Inc. for the continued operation of IVT METRANS, effective July 1, 2023: For the period July 1, 2023, through June 30, 2024, the annual not to exceed subsidy is set at \$594,554.

A motion was made by [Nava-Froelich](#) and seconded by [Amparano](#) to approve Action D 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	Absent
City of Westmorland	Zoom
Imperial Irrigation District	Absent

E. Transportation Development Act (TDA) Triennial Performance Audit Findings, Responses, Action Plan and Authorization to Submit Audits to Appropriate Agencies

The ICTC Management Committee met on May 10, 2023, and forwards this item to the Commission for their review and approval after public comment, if any:

1. Received and filed the TDA Triennial Performance Audit(s) for the Imperial County Transportation Commission, Imperial Valley Transit (IVT), IVT Ride, IVT Access, IVT Ride, and the YCAT East County Service.
2. Directed staff to transmit the performance audit(s) to Caltrans and other state agencies as required.

A brief presentation was provided by Kathy Chambers regarding the Transportation Development Act (TDA) Triennial Performance Audit Findings, Responses, and Action Plan.

A motion was made by [Nava-Froelich](#) and seconded by [Amparano](#) to approve Action E 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	Absent
City of Westmorland	Zoom
Imperial Irrigation District	Absent

F. ICTC Zero Emission Bus Plan - California Air Resources Board (CARB) Innovative Clean Transit (ICT) Rollout Plan

The ICTC Management Committee met on May 10, 2023, and forwards this item to the Commission for their review and approval after public comment, if any:

1. Approved and adopted the ICTC CARB ICT Rollout Plan.
2. Authorized staff to file all necessary documents on behalf of ICTC pertaining to the California Air Resources Board Innovative Clean Transit Regulation.

A brief presentation was given by Analy Castillo from Stantec explaining the ICTC Zero Emission Bus Plan - California Air Resources Board (CARB) Innovative Clean Transit (ICT) Rollout Plan.

A motion was made by Ureña and seconded by Nava-Froelich to approve Action F 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	Absent
City of Westmorland	Zoom
Imperial Irrigation District	Absent

G. Unmet Transit Needs Public Hearing Process - Fiscal Year 2023-24

The ICTC Management Committee met on May 10, 2023, and forwards this item to the Commission for their review and approval after public comment, if any:

1. Adopted the FY 2023-24 “Findings” and the prioritized 2023 ICTC Unmet Transit Needs List as presented or amended.
2. Authorized the Chairman to sign the attached resolution.
3. Directed staff to forward the FY 2023-24 “Findings”, and all other public hearing documentation and resolution to the State Department of Transportation.
4. Adopted the definition of “Unmet Transit Needs” and “Reasonable to Meet” as published and utilized by the Executive Committee of the Southern California Association of Governments (SCAG) in 1981 and the Imperial Valley Association of Governments (IVAG) in 1992.

A motion was made by Plancarte and seconded by Nava-Froelich to approve Action G 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	Absent
City of Westmorland	Absent
Imperial Irrigation District	Absent

VI. REPORTS

- A. ICTC Executive Director
 - As a part of the IVT Free Fares Program, ICTC will continue to provide free fares to the public until further notice.
 - Bus Stop Improvement Project, which will include the installation of bus shelters and other amenities throughout various cities is anticipated to be completed in FY 2023-24

- Staff will be working on an EV charger installation project that will include multiple cities throughout the county. This is projected to be completed in FY 2023-24
 - The Calexico microtransit program, Calexico on Demand service had a celebration event in May. Currently, the average number of passengers per day is 170, with 231 being the highest. The program recently received \$500k that will be used to expand the use of another vehicle.
 - The next IMBA meeting is scheduled to be held in Imperial County on June 8, 2023. More details to come.
 - All other updates are on the Executive Director report on page 375 of the agenda.
- B. Southern California Association of Governments (SCAG)**
- Great attendance at the General Assembly, thank you for your participation!
 - Toolbox Tuesday was held on May 16, 2023. The topic was GIS Modeling and analytics in regional planning.
 - The public input effort for Connect SoCal 2024 continues with the goal of having a draft by the end of the year with approval in May at the General Assembly.
 - REAP 2.0 has \$220 million available for housing and housing planning, several presentations have been made to the TAC committee.
 - A GIS training will be held at the end of June in Imperial County.
 - Go Human materials are available.
 - A big thank you to SCAG and Commissioner Luis Plancarte for honoring our very own Angela Delgadillo, a recipient of the 2023 SCAG Scholarship Program.
 - All other updates are on the SCAG report on page 383 of the agenda.
- C. California Department of Transportation (Caltrans)- District 11**
- Deputy of External Affairs, Caridad Sanchez, was present and introduced by Ms. Fox.
 - Nikki Tiongco was recently promoted as the South County and Trade Corridor Director, effective June 1. She will oversee all border programs.
 - SR-98 Widening project stage 2 is still underway. Paving and stripping should be completed in early June.
 - I-8 Colorado River Bridge rehab continues. Road closures are anticipated for May 30-31.
 - New deadline for Clean California Local Grant Program Cycle 2: May 31, 2023.
 - All other updates are on the Caltrans report on page 387 of the agenda.
- D. Commission Member Reports**
- Updates were provided by various commissioners.
- VII. The next meeting will be on June 28, 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.**
- VIII. ADJOURNMENT**
- A. Meeting Adjourned at 7:48 p.m.**



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

**TECHNICAL ADVISORY COMMITTEE
 MINUTES**

April 27, 2023

Present:

Phillip Ramirez	City of Brawley
Lily Falomir	City of Calexico
Francisco Barba	City of Calipatria
Felix De Leon	City of El Centro
Adriana Anguis	City of Holtville
Jesus Villegas	City of Imperial
Veronica Atondo	County of Imperial
Ismael Gomez	Imperial Irrigation District

Others:

Virginia Mendoza	ICTC
Cristi Lerma	ICTC
Marlene Flores	ICTC
Juan Manuel Cabrera	City of Brawley
Ismael Garcia	County of Imperial
Adolfo Garcia	County of Imperial
Nick Ventrilla	Caltrans
Maria Ibarra	Caltrans
Michaela Howard	Caltrans
Robin Owen	Caltrans
Byran Ott	Caltrans
Kevin Hovey	Caltrans
Rafael Reyes	Caltrans
David Salgado	SCAG
Jacob Noonan	SCAG
Alisha James	SCAG
Manuel Ortiz	Imperial Irrigation District
Garrett Fortin	SafeTREC

1. The meeting was called to order at 10:06 a.m. A quorum was present, and introductions were made. There were no public comments made.
2. A *motion* was made to adopt the minutes for March 23, 2023 (Atondo/Anguis) **Motion Carried.**

3. Technical Assistance Opportunities for Pedestrian and Bike Safety

(Presented by: Garrett Fortin, SafeTREC)

- A brief presentation was given by Garrett Fortin from SafeTREC on Technical Assistance opportunities for Pedestrian and Bike Safety.
- Detailed Menu: https://safetrec.berkeley.edu/sites/default/files/2023_fr_ta_detailed_menu.pdf
- For more information, please contact fortinga@berkeley.edu

4. Caltrans District 11's Small Business Program

(Presented by: Maria Ibarra, Caltrans)

- A brief presentation was given by Maria Ibarra and Michelle Gongora from Caltrans District 11 on Doing Business with Caltrans District 11 (serving San Diego and Imperial County).
- For more information, please contact D11.SmallBusiness@dot.ca.gov

5. REAP 2.0 Program Update

(Presented by: Alisha James, SCAG)

- A brief presentation was given by Alisha James from SCAG on REAP 2.0 Call for Applications.
- RUSH Industry Forum: <https://scag.ca.gov/post/regional-utilities-supporting-housing-rush-industry-forum>

6. ICTC Updates / Announcements

(Presented by ICTC Staff)

a. Transit Planning Updates

- Drivers, utility workers, and maintenance staff are currently on strike associated with the operator First Transit. The Union, which covers the drivers, utility workers, and maintenance staff, was elected to go on strike on April 25th. Since then, IV Transit has been operating daily while obtaining other drivers from other locations. Due to the strike, the Saturday schedule is being operated. All services are still available but limited. ICTC Staff have been to all the communities, having conversations with the public trying to use the transit service. All information was posted on social media and on the website. While the strike is going on, ICTC is not charging any fares on all services given the inconvenience.

b. Transportation Planning Updates

• Local Partnership Program (LPP) Update:

- Because local agencies chose to combine their cycle 3 and cycle 4 funding, agencies must allocate their funds by **June 30, 2023**.
- If the agency is not planning to allocate, an allocation extension should be submitted to Caltrans Local Assistance no later than the June 30th meeting.

• Federal & State Project Listing for FFY 2022-23:

- Each jurisdiction gave its update.

7. Caltrans Updates / Announcements:

(Presented by: Rafael Reyes and Robin Owen)

- SR-98 Widening Project: Stage 2 construction is currently underway. About 40% has been completed. The target completion date will be mid May 2023.
- I-8 Colorado River Bridge Rehab: Construction started in February 2023 and estimated completion is early 2024. The total project cost is estimated at \$11.1 million.
- Clean California Projects: The bus shelter projects in Niland, Calipatria, and Holtville are currently underway. There have been some delays, however, are still in process.
- June 9, 2023 was the deadline to submit Inactive invoices or justification.
- January 31, 2023 – Federal Fiscal Year (FFY) 22/23 Requests for Authorization Obligations

- Due! Please submit RFA packages as soon as possible.
- April 28, 2023 Clean California Local Grant Program – Cycle 2 Call for Projects Applications Due: <https://cleancalifornia.dot.ca.gov/local-grants/local-grant-program>
 - May 9, 2023 – Reconnecting Communities: “Highways to Boulevards” Pilot Program Workshop # 4 <https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/rc-h2b> Page 1
 - The next CTC meeting is on March 22, 2023. The following will be on May 17, 2023. To submit for the May 17th CTC Meeting the deadline will be March 17, 2023.
 - Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant – Feb. 28, 2023: Deadline is February 28, 2023
 - April 28, 2023 (Friday) – Local Assistance Program Funding Opportunities Statewide Webinar
 - July 10, 2023 – Deadline for Safe Streets & Roads for All (SS4A) Grant Program
 - June 1, 2023 – Annual Deadline for *Local Assistance Procedures Manual* Exhibits 9-B & 9-C!
 - Cooperative Training Assistance Program (CTAP) – New Learning Opportunities! (“live” & virtual)
 - <https://highways.dot.gov/federal-lands/programs/wildlife-crossings>
 - FHWA Wildlife Crossings Grant Program due on August 1, 2023
 - Federal Aid Series and the Resident Engineers Academy, both of which fill quickly. “Live” on-site classroom delivery will be returning soon. Please enroll early!
 - Schedule is available here – <https://ca-ctap.org/?pid=1609> Recordings of several trainings are online.

8. SCAG Updates / Announcements:

(Presented by: David Salgado)

- No updates were given.

9. Cities and County Planning / Public Works Updates:

- Each jurisdiction gave their update.

10. General Discussion / New Business

No new business was discussed.

Next TAC meeting will be May 25, 2023, via Zoom for the public and in person at the ICTC offices.

Meeting adjourned at 11:58 a.m.



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SOCIAL SERVICES TRANSPORTATION ADVISORY COUNCIL

MINUTES

April 05, 2023

Present

Voting Attendees:

Ted Ceasar	Consumer
Mike Hack	Consumer
Kathleen Lang	California Health & Wellness
Priscilla Lopez	Workforce & Economic Development
Karina Leon	Access to Independence
Sara Enz	Area Agency on Aging (AAA)
Cristina Leal	ARC- Imperial Valley
Gustavo Gomez	CTSA-ICTC

Non-Voting Attendees:

Cesar Sanchez	IVT
Kathy Chambers	Moore Associates
Kitty Gay	Imperial County Public Health
Michelle Soto	CCS
James Dalske	IVC
Toure Netters	Caltrans
Angela Delgadillo	ICTC
Esperanza Avila	ICTC

1. Dr. Lang called the meeting to order at 10:01 a.m. **A quorum was present.**
2. Introductions were made.
 - Hybrid meeting.
3. Minutes were adopted for March 01, 2023. **(Hack, Ceasar), Motion Carried.**
4. CTSA Reports:

Mr. Gomez had the following updates:

- Continuing to assist in sign-ups for IVT Ride and Access via phone.
- Unmet Transit Needs (UTN) Public hearing on April 06, 2023
- Staff attended an event during February, Senior Health Fair at Holtville, and Imperial Gardens

- On February 16th, ICTC Staff presented an IVT presentation at Villa De La Flores Senior Apartments in Calexico.
- On March 15th, ICTC staff will attend the Niland Children’s Fair, and on March 17, IVC Transitions Fair

5. Transit Operator FY 2022-23 Reports:

Imperial Valley Transit

- There is a slight increase in ridership as time goes by.

IVT Access

- Ms. Pacheco mentioned that the service is running as usual.
- Community event at the Senior Apartments in Imperial and in Holtville, April 06, 2023

IVT Ride

- Ms. Aguilar stated that the service is running as usual and mentioned some of the events that IVT Ride participated in the last month.

IVT MedTrans

- Mr. Guillen mentioned that service hours are the same and both buses are available. It is in response to demand.

6. General Discussion

- Mr. Gomez stated Calexico on demand is now charging. The wait time has increased due to high demand. Additionally, he said they are considering bringing in more vehicles.

7. Adjournment

- The meeting adjourned at 10:19 a.m.
- The next meeting will be held on Wednesday, May 03, 2023, at the Imperial County Transportation Commission Office, 1503 N. Imperial Ave., Suite 104, El Centro, CA 92243.

IV. CONSENT CALENDAR

IN CONSENT CALENDAR

- C. Federal Transit Administration (FTA) Section 5310 Grant Program for Elderly and Disabled Transportation Services FY22-23 ICTC grant application
 - 1. Authorize the Executive Director or his designee to submit an FTA 5310 FY22-23 Grant, execute all required documents and any amendments with the California Department of Transportation for the continued funding of the Regional Mobility Coordination Program.
 - 2. Authorize the ICTC Chairperson to sign the attached resolution
 - 3. Direct staff to forward the FTA 5310 Grant Application and associated documentation to the California Department of Transportation.



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EL CENTRO, CA 92243
PHONE: (760) 592-4494
FAX: (760) 592-4410

June 7, 2023

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

SUBJECT: Federal Transit Administration (FTA) Section 5310 Grant Program for Elderly and Disabled Transportation Services FY22-23 ICTC grant application

Dear Committee Members:

Caltrans administers a federal grant program primarily designed for non-profit agencies to acquire vehicles and other related equipment in support of social service and transit services. The program is designed for non-profit agencies that provide, or are capable of providing social services transportation. It is first competitive locally and then again on a statewide basis.

Historically, the FTA 5310 program was limited to rolling stock bus purchases and replacements, however, the program is continuing to include funding for operation expenses and mobility management program functions.

It is staff's recommendation to continue our Regional Mobility Coordination program and submit a funding request for a fourth time, one (1) application for FTA 5310 funding. The applications are due to Caltrans approximately August 2023. The grant approval process is expected to be completed by Caltrans in the winter of 2023.

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

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

1. Continue the implementation of the consultant prepared *2021 Human Services – Public Transit Coordinated Plan*, which included to using a bilingual Mobility Coordinator to bridge the gap between current public transit service providers, human service agencies, social service agencies and the senior citizen and disabled communities of Imperial County.

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

2. Continue the implementation of the recommendations that the consultant prepared, *2014 ADA Certification and Eligibility Process, Demand Management Project*. This includes the eligibility and certification process for the Americans with disabilities paratransit service known as IVT Access.
3. Continue to promote, facilitate, educate, and help streamline transition between transportation services particularly for seniors and people with disabilities including scheduling mobility training.

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

1. Authorize the Executive Director or his designee to submit an FTA 5310 FY22-23 Grant, execute all required documents and any amendments with the California Department of Transportation for the continued funding of the Regional Mobility Coordination Program.
2. Authorize the ICTC Chairperson to sign the attached resolution
3. Direct staff to forward the FTA 5310 Grant Application and associated documentation to the California Department of Transportation.

Sincerely,



David Aguirre
Executive Director

DA/

**RESOLUTION # _____ OF
THE IMPERIAL COUNTY TRANSPORTATION COMMISSION (ICTC)**

AUTHORIZING THE FILING OF APPLICATIONS FOR FEDERAL TRANSPORTATION FUNDING, WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR ASSISTANCE AS AUTHORIZED BY 49 U.S.C. CHAPTER 53, TITLE 23 UNITED STATES CODE; UNDER FTA SECTION 5310

WHEREAS, the U. S. Department of Transportation is authorized to make grants to states through the Federal Transit Administration to support capital projects for non-urbanized public transportation systems under Section 5310 of the Federal Transit Act (**FTA C 9070.1G**); and

WHEREAS, the California Department of Transportation (Department) has been designated by the Governor of the State of California to administer Section 5310 grants for transportation projects that enhance mobility of seniors and individuals with disabilities; and

WHEREAS, ICTC desires to apply for said financial assistance to permit "mobility management" programs to integrate and coordinate existing public transportation services with other transportation providers in order to increase the availability of transportation services; and

WHEREAS, ICTC will ensure the programming of the FTA 5310 funds in the Federal Transportation Improvement Program (FTIP); and

WHEREAS, ICTC has, to the maximum extent feasible, coordinated with other transportation providers and users in the region (including social service agencies); and

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the ICTC does hereby authorize Executive Director or his designee, to file and execute applications on behalf of ICTC with the Department to aid in the financing of capital projects pursuant to Section 5310 of the Federal Transit Act (**FTA C 9070.1G**), as amended.

1. That Executive Director or his designee, is authorized to execute and file all certification of assurances, contracts or agreements or any other document required by the Department.
2. That Executive Director or his designee, is authorized to provide additional information as the Department may require in connection with the application for the Section 5310 projects.
3. That the Executive Director or his designee, is authorized to submit and approve request for reimbursement of funds from the Department for the Section 5310 project(s).

PASSED AND ADOPTED at a regular meeting of the Imperial County Transportation Commission held on **June 28, 2023**.

By: _____
Chairman

ATTEST:

By: _____
CRISTI LERMA
Secretary to the Commission

V. ACTION CALENDAR

V. ACTION CALENDAR

- A. Draft ICTC Overall Work Program (OWP) and Budget, Fiscal Year 2023-2024
 - 1. Adopt the Draft ICTC Overall Work Program (OWP) and Budget for FY 2023/24.



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

June 9, 2023

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

SUBJECT: Draft ICTC Overall Work Program (OWP) and Budget, Fiscal Year 2023-2024

Dear Committee Members:

The previous fiscal year of 2022/2023 was a productive year for ICTC in our growth to implement capital projects and our growth as a Council of Governments (COG) for non-transportation programs as well as the work completed in our Regional Transportation and Transit programs. This new Fiscal Year's budget (FY 2023/24) of \$37 million is the second largest budget since ICTC's inception. This is due in part to the addition of capital grant award funds of \$27.5 million for the Calexico East Bridge Widening project, and other state and federal grant awards. The following are some of our key milestones and accomplishments over this past year.

- Began the development of the Long Range Transportation Plan (LRTP). The LRTP will provide ICTC with regional transportation infrastructure priorities;
- Successfully implemented a City/County staff Technical Advisory Committee for the Imperial Valley Resource Management Agency specifically for the coordination of recycling programs and local agency responsibilities;
- Completed the design and began the construction efforts for the Design-Build contract of \$20 million for the Calexico East Port of Entry Bridge Widening Project;
- Completed the procurement of Construction Management and Material Testing services for the Calexico East Port of Entry Bridge Widening Project, services are currently underway;
- Coordinated the re-start of the SR-86 Border Patrol Checkpoint Expansion project with Border Patrol committing to an estimated \$2.5 million of the costs necessary to complete the project in late 2023;
- ICTC completed its California Air Resources Board (CARB) compliant zero-emission bus plan for all public transit services;
- ICTC completed its Transportation Development Act (TDA) Triennial Performance Audit for not only ICTC as the Regional Transportation Planning Agency (RTPA) but also all of its Imperial Valley Transit affiliated services and its partnership with YCIPTA and the Quechan Tribe for the Turquoise and Blue Routes.
- Completed the development of a new Imperial Valley Transit (IVT) Riders Guide.
- Submitted a grant application to complete Bus Stop Improvements throughout the County.

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

- Completed the allocation of over \$2 Million dollars to complete roadway improvements to Evan Hewes/East Main Street between Dogwood Road and Highway 111. The projects will be completed in partnership with the city of El Centro and the County of Imperial.
- Successfully implemented a new internal accounting system.
- Completed the FY 2023-24 Unmet Needs process, and in February 2024 staff will kick off the FY 2024/25 Unmet Needs process;
- Completed \$700k free fares program for all public transit services. Reimplemented a new free fares program for all public transit services with the exception of Calexico on Demand.
- For FY 2022/23, managed and administered distribution of \$20 Million in Measure D (half-cent sales tax) revenues for member agency road projects, and regional transit and highway projects;
- Completed the design for the Calexico Intermodal Transit Center and we will continue Right of Way acquisition in partnership with the City of Calexico during Fiscal Year 2022-23, and pursuit of construction funding estimated at \$12.5 million;
- With the assistance of state and federal grant funds, your ICTC team continues to successfully implement “Pandemic Safety Protocols” to ensure safety, sanitation, and protections on our buses for our transit users, transit bus operators and staff; and,
- ICTC implemented the operation of its four-year micro transit demonstration service (Calexico On-Demand). The service was placed in operation in January 2023 and is servicing approximately 170 passengers per day.

The OWP and Budget is divided into multiple sections: the Budget Summary, and the core programs of Regional Transportation Planning and Programming, Transit Operations, Planning and Program Management, Regional Collaboration and the incorporation of the SAFE and IVRMA programs. Our Budget Summary contains all the program overviews and projections and is intended to provide a general understanding of ICTC’s budgeted activities and programs for the coming fiscal year. The total ICTC Budget is estimated at \$37 million that will maintain our key services and programs; ICTC salaries and benefits; ICTC’s administration and operation costs; the 105-person transit operations staff (bus drivers, dispatchers, supervisors, mechanics, and operation managers) and related contract costs. The FY 23-24 budget includes a sizable expenditure associated with the Calexico East Port of Entry Bridge Widening Project. The \$37 million budget amount does not include Measure D revenues, or state and federal funds allocated for state highways, local roads and bridges in Imperial Valley.

This budget proposes ICTC staffing of twelve (12) full-time positions (two are grant funded limited term) to manage the programs and services described in this budget. The full-time positions include three Office Technicians, one Secretary/Clerk to Commission, one Administrative Analyst, one Mobility Coordinator, one Mobility Coordinator/Transit Planner, one transportation planner position, two Program Managers responsible for: Regional Transportation Planning and Programming, and Transit Planning, Programming, Contracts and Transit Service Administration, agency administration; a IVRMA Project Manager, and the Executive Director.

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

A workshop was conducted on May 24, 2023, and input was received from members of the Commission and the Management Committee.

The Draft Imperial County Transportation Commission (ICTC) FY 2023/2024 Overall Work Plan (OWP) and Budget is hereby presented for your review and recommendation prior to finalization for approval to our ICTC Board. Our Draft OWP and Budget is balanced and provides for development and implementation of vital transportation projects and programs for our region.

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

1. Adopt the Draft ICTC Overall Work Program (OWP) and Budget for FY 2023/24.

Sincerely,



David Aguirre
Executive Director

FY 2023-24 ICTC OVERALL WORK PROGRAM

Projected Revenues

	1	2	3	4	5	6	7	8	9	10	11	12	13	14
FEDERAL					SUBTOTAL	TOTAL		STATE				SUBTOTAL	TOTAL	
A Federal Transit Admin 5307 Urban - FTA	2023-24		\$4,592,514		\$4,592,514			A State Transit Assistance - STA	2023-24	\$1,168,822		\$1,168,822		
B Federal Transit Admin 5310 MMP - FTA								B Transportation Development Act - TDA	2023-24	\$6,700,000				
C Federal Transit Admin 5311 Rural - FTA	2022-24		\$195,812		\$195,812			C Transit Buses Reserves		\$3,000,000				
D Federal Transit Admin 5339a - Bus Shelter Improvements	2022-23		\$490,576		\$490,576			D Carry Over 2022-23		\$25,333		\$9,725,333		
E Carbon Reduction Program - CRP	2023-24		\$403,000		\$403,000			E State of Good Repair - SGR	2019-23	\$1,360,530		\$1,360,530		
F EPA - Brownfields	2016-17		\$18,098		\$18,098			F Low Carbon Transit Operation Program - LCTOP	2016-19	\$728,052				
G Better Utilizing Investments to Leverage Development - BUILD	2017-18		\$5,538,607		\$5,538,607			G Public Transportation Modernization, Improvement & Service Enhancement Account - PTMISEA	2021-23	\$815,407		\$1,543,459		
H Surface Transportation Block Grant Program - STBG	2023-24		\$2,000,000		\$2,000,000	\$13,518,607		H Clean Mobility Opportunity - CMO	2021-22	\$750,000		\$750,000		
LOCAL								I Trade Corridor Enhancement Program - TCEP	2019-20	\$5,174,300				
M Fare Revenue	2023-24		\$0		\$0			J Service Authority for Freeway Emergencies - SAFE	2020-21	\$55,124		\$5,229,424		
N On Hand / Interest	2023-24		\$701,248		\$701,248			K PUC - Broadband	2023-24	\$200,000		\$200,000		
O LTA 2% and 5%	2023-24		\$2,177,762		\$2,177,762			L Planning, Programming & Monitoring - PPM	2023-26	\$200,000		\$200,000		
P SCAG / IVRMA / Member contr	2023-24		\$234,300		\$234,300	\$3,113,310		M	2023-24	\$258,000		\$258,000	\$20,524,922	
R TOTAL								R						\$37,156,839

Projected Expenditures

	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Service	Cost	Estimated Fares	On Hand / Int balance	BUILD PPM / CMO EPA / PUC / TCEP	LTA 2% & 5% SAFE	SCAG/IVRMA Member Contributions	LCTOP SGR PTMISEA	FTA Sec 5310 Sec 5339	FTA Sec 5307 CRP / STBG	#7079 STA AB 2551	FTA Sec 5311	#7076 LTF SB325	Total Subsidy	
S Regional Transit Services	Total \$	10,146,945	\$ -	\$ -	\$ 750,000	\$ -	\$ -	\$ 716,205	\$ -	\$ 4,292,514	\$ 1,168,822	\$ 490,576	\$ 2,728,828	\$ 10,146,945
T Local Transit Services	Total \$	2,170,730	\$ -	\$ -	\$ -	\$ 250,000	\$ -	\$ 99,202	\$ -	\$ -	\$ -	\$ -	\$ 1,821,528	\$ 2,170,730
U Transit Capital Vehicles	Total \$	4,360,530	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,360,530	\$ -	\$ -	\$ -	\$ -	\$ 3,000,000	\$ 4,360,530
V Construction/Facilities														
W Clx E Port Bridge Widening	\$	11,225,635	\$ -	\$ -	\$ 10,768,031	\$ 457,604	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,225,635
X Acquisitions -IVT Yard/Charging Stn	\$	854,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 280,000	\$ 403,000	\$ -	\$ -	\$ 171,000	\$ 854,000	
Y SR-86 Border Patrol Check point	\$	846,778	\$ -	\$ -	\$ -	\$ 846,778	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 846,778	
Z Calexico ITC	\$	728,052	\$ -	\$ -	\$ -	\$ -	\$ 728,052	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 728,052	
AA Transit Facility Maintenance	Total \$	13,654,465	\$ -	\$ -	\$ 10,768,031	\$ 1,304,382	\$ -	\$ 728,052	\$ 280,000	\$ 403,000	\$ -	\$ -	\$ 171,000	\$ 13,654,465
BB Transit / Planning Misc	Total \$	250,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,000	\$ 250,000
CC STBG Regional Project	Total \$	212,734	\$ -	\$ -	\$ -	\$ 123,380	\$ -	\$ 89,354	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 212,734
DD ICTC Transit Admin/Operations	Total \$	2,500,000	\$ -	\$ -	\$ -	\$ 500,000	\$ -	\$ -	\$ -	\$ 2,000,000	\$ -	\$ -	\$ -	\$ 2,500,000
EE ICTC Transit Admin/Operations	\$	1,103,533	\$ -	\$ 135,000	\$ -	\$ -	\$ 126,690	\$ -	\$ 195,140	\$ -	\$ -	\$ -	\$ 646,703	\$ 1,103,533
FF ICTC Transit Plans/Programs	\$	1,332,488	\$ -	\$ 428,143	\$ -	\$ -	\$ -	\$ -	\$ 300,000	\$ -	\$ -	\$ -	\$ 604,345	\$ 1,332,488
GG ICTC Regional Planning	\$	797,363	\$ -	\$ 129,152	\$ 258,000	\$ -	\$ 107,280	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 302,931	\$ 797,363
HH ICTC Regional Collaboration	\$	218,098	\$ -	\$ -	\$ 218,098	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 218,098
II ICTC SAFE	\$	208,953	\$ -	\$ 8,953	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 208,953
JJ Reserve	Total \$	3,660,435	\$ -	\$ 701,248	\$ 476,098	\$ 200,000	\$ 233,970	\$ -	\$ 195,140	\$ 300,000	\$ -	\$ -	\$ 1,553,979	\$ 3,660,435
KK Revenue Stabilization/ Operating Reserve	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LL Bikes and Peds Art 3	\$	201,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 201,000	\$ 201,000
MM Total	\$	\$37,156,839	\$ -	\$ 701,248	\$ 11,994,129	\$ 1,877,762	\$ 233,970	\$ 2,993,343	\$ 475,140	\$ 6,995,514	\$ 1,168,822	\$ 490,576	\$ 9,726,335	\$ 37,156,839

FY 2023-24 ICTC TRANSIT & CAPITAL PROGRAMS FINANCE PLAN

Projected Revenues

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
FEDERAL					SUBTOTAL	TOTAL		STATE					SUBTOTAL	TOTAL	
A Federal Transit Admin 5307 Urban - FTA		2023-24	\$4,592,514		\$4,592,514										
B Federal Transit Admin 5310 MMP - FTA		2022-24	\$195,812		\$195,812					2023-24	\$1,168,822		\$1,168,822		
C Federal Transit Admin 5311 Rural - FTA		2022-23	\$490,576		\$490,576					2023-24	\$6,700,000				
D Federal Transit Admin 5339a - Bus Shelter Improvements		2023-24	\$280,000		\$280,000						\$3,000,000				
E Carbon Reduction Program - CRP		2023-24	\$403,000		\$403,000						\$25,333		\$9,725,333		
F						\$5,961,902				2019-23	\$1,360,530		\$1,360,530		
G LOCAL										2016-19	\$728,052				
H Fare Revenue		2023-24	\$0		\$0					2021-23	\$815,407		\$1,543,459		
I On Hand / Interest - various funds		2023-24	\$563,143		\$563,143								\$89,354		
J LTA 2% and 5%		2023-24	\$1,220,158		\$1,220,158										
K SCAG / IVRMA / Member contr		2023-24	\$127,020		\$127,020	\$1,910,321				2021-22	\$750,000		\$750,000	\$14,637,498	
L Total															\$22,509,721

Projected Expenditures

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Service	Cost	Estimated Fares	On Hand / Int balance	CMO CRP	LTA 2% & 5%	SCAG/IVRMA Member Contributions	LCTOP SGR	FTA Sec 5339	FTA Sec 5310	FTA Sec 5307	#7079 STA	FTA Sec 5311	#7076 LTF	Total Subsidy	
SERVICES															
M CWTS IVT	\$ 5,399,760	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 539,976	\$ -	\$ -	\$ 2,629,683	\$ -	\$ 77,680	\$ 2,152,421	\$ 5,399,760	
N CWTS IVT Blue/Green	\$ 755,478	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,332	\$ -	\$ -	\$ 377,739	\$ -	\$ -	\$ 366,407	\$ 755,478	
O CWTS IVT Gold	\$ 392,915	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,858	\$ -	\$ -	\$ -	\$ -	\$ 385,057	\$ -	\$ 392,915	
P CWTS IVT ACCESS	\$ 1,935,145	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 96,756	\$ -	\$ -	\$ 942,416	\$ 868,134	\$ 27,839	\$ -	\$ 1,935,145	
Q Calexico Pilot Transit Line	\$ 750,000	\$ -	\$ -	\$ 750,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 750,000	
R YCAT #5 and #10	\$ 210,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 210,000	\$ 210,000	
S IVT MedTrans	\$ 703,647	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 60,283	\$ -	\$ -	\$ 342,676	\$ 300,688	\$ -	\$ -	\$ 703,647	
T Total	\$ 10,146,945	\$ -	\$ -	\$ 750,000	\$ -	\$ -	\$ 716,205	\$ -	\$ -	\$ 4,292,514	\$ 1,168,822	\$ 490,576	\$ 2,728,828	\$ 10,146,945	
U IVT RIDE	\$ 2,170,730	\$ -	\$ -	\$ -	\$ 250,000	\$ -	\$ 99,202	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,821,528	\$ 2,170,730	
V Total	\$ 2,170,730	\$ -	\$ -	\$ -	\$ 250,000	\$ -	\$ 99,202	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,821,528	\$ 2,170,730	
Vehicles															
W Bus Replacements	\$ 4,360,530	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,360,530	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000,000	\$ 4,360,530	
X Total	\$ 4,360,530	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,360,530	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000,000	\$ 4,360,530	
Acquisition															
Y Zero Emissions Charging Stations	\$ 504,000	\$ -	\$ -	\$ 403,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 101,000	\$ 504,000	
Z IVT Bus Stops	\$ 350,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 280,000	\$ -	\$ -	\$ -	\$ -	\$ 70,000	\$ 350,000	
AA Total	\$ 854,000	\$ -	\$ -	\$ 403,000	\$ -	\$ -	\$ -	\$ 280,000	\$ -	\$ -	\$ -	\$ -	\$ 171,000	\$ 854,000	
Construction															
BB SR-86 Border Patrol Checkpoint	\$ 846,778	\$ -	\$ -	\$ -	\$ 846,778	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 846,778	
CC Calexico ITC PE&D	\$ 728,052	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 728,052	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 728,052	
DD Total	\$ 1,574,830	\$ -	\$ -	\$ -	\$ 846,778	\$ -	\$ 728,052	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,574,830	
Maintenance															
EE El Centro 7th /State Transfer Terminal	\$ 55,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 55,000	\$ 55,000	
FF Brawley (5th/Plaza) Transfer Terminal	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ 50,000	
GG Calexico (3rd/Paulin) Transfer Terminal	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000	\$ 25,000	
HH EC Regional bus stop maintenance	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000	\$ 25,000	
II Imperial Transfer Terminal	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ 20,000	
JJ Benches and Shelters	\$ 75,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75,000	\$ 75,000	
KK Total	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,000	\$ 250,000	
Miscellaneous															
LL PTMISEA grant	\$ 89,354	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 89,354	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 89,354	
MM Forrester/Westmorland Bypass Project Study	\$ 123,380	\$ -	\$ -	\$ -	\$ 123,380	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 123,380	
NN Total	\$ 212,734	\$ -	\$ -	\$ -	\$ 123,380	\$ -	\$ 89,354	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 212,734	
OO ICTC Transit Admin/Operations	\$ 1,103,533	\$ -	\$ 135,000	\$ -	\$ -	\$ 127,020	\$ -	\$ -	\$ 195,812	\$ -	\$ -	\$ -	\$ 645,701	\$ 1,103,533	
PP ICTC Transit Plans/Programs	\$ 1,332,488	\$ -	\$ 428,143	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300,000	\$ -	\$ -	\$ 604,345	\$ 1,332,488	
QQ ICTC Regional Planning/Programs	\$ 302,931	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 302,931	\$ 302,931	
RR Total	\$ 2,738,952	\$ -	\$ 563,143	\$ -	\$ -	\$ 127,020	\$ -	\$ -	\$ 195,812	\$ 300,000	\$ -	\$ -	\$ 1,552,977	\$ 2,738,952	
SS ICTC Transit Fleet - Capital Reserve	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TT Revenue Stabilization/ Operating Reserve	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
UU Bikes and Peds Art 3	\$ 201,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 201,000	\$ 201,000	
VV Total	\$ 22,509,721	\$ -	\$ 563,143	\$ 1,153,000	\$ 1,220,158	\$ 127,020	\$ 2,993,343	\$ 280,000	\$ 195,812	\$ 4,592,514	\$ 1,168,822	\$ 490,576	\$ 9,725,333	\$ 22,509,721	

FY 2023-24 BUDGET - ADMINISTRATION, OPERATIONS AND PLANNING

		TRANSIT FY 23-24	PLANNING FY 23-24	REGIONAL COLLABORATION FY 23-24	SAFE FY 23-24	IVRMA FY 23-24	TOTAL FY 23-24
1	2	3	4	5	6	7	8
REVENUES							
A	430000	On hand balance / interest revenue	\$ 563,143	\$ 129,152	\$ -	\$ 8,953	\$ 701,248
B	446010	Local Transportation Funds - TDA	\$ 1,250,047	\$ 302,931	\$ -	\$ -	\$ 1,552,978
C	446445	State - STIP-PPM	\$ -	\$ 258,000	\$ -	\$ -	\$ 258,000
D	446390	State Aid-VLF S.A.F.E	\$ -	\$ -	\$ -	\$ 200,000	\$ 200,000
E	456040	FTA 5310 Mobility Coordination Program/5307 Urbanized Area	\$ 495,812	\$ -	\$ -	\$ -	\$ 495,812
F	456040	Federal EPA - Brownfields Assessment	\$ -	\$ -	\$ 18,098	\$ -	\$ 18,098
G	446010	State PUC - Broadband	\$ -	\$ -	\$ 200,000	\$ -	\$ 200,000
H	493000	Local - Member Agency Contributions, SCAG/IVRMA Reimb and Reimbursement for Services Provided	\$ 127,020	\$ 107,280	\$ -	\$ 578,900	\$ 813,200
I	Total Revenues		\$ 2,436,022	\$ 797,363	\$ 218,098	\$ 208,953	\$ 4,239,336
EXPENDITURES							
Administration and Operations							
J	501000 / 525010	Administrative Staffing and Support - 12 fulltime (1 IVRMA)	\$ 748,433	\$ 440,743	\$ 8,239	\$ 14,857	\$ 1,504,896
K	501140	Stipend	\$ 3,800	\$ 3,600	\$ -	\$ -	\$ 7,400
L	514000	Call Box Phone Charges	\$ -	\$ -	\$ -	\$ 40,000	\$ 40,000
M	517055	Insurance - Liability	\$ 175,000	\$ 37,200	\$ -	\$ 6,000	\$ 233,200
N	522000	Memberships, office exp, communications, IT, fuel and maintenance	\$ 41,000	\$ 31,808	\$ 91,000	\$ 250	\$ 200,898
O	526000	Legal notices, interpretive services	\$ 1,200	\$ 400	\$ -	\$ -	\$ 1,600
P	528000	Rents, leases and utilities	\$ 71,100	\$ 31,600	\$ -	\$ -	\$ 131,236
Q	530005	Regional Plans/Project Coordination, Webinars, Sp Dept Exp	\$ 8,000	\$ 16,000	\$ -	\$ -	\$ 24,000
R	531040	Training/Travel Expense	\$ 25,000	\$ 25,000	\$ -	\$ -	\$ 50,000
S	549000	Equipment / Contingency	\$ 30,000	\$ 5,000	\$ -	\$ 30,000	\$ 67,000
T	Administration and Operations Subtotal		\$ 1,103,533	\$ 591,352	\$ 99,239	\$ 91,107	\$ 2,260,230
Professional and Specialized Projects and Services							
U	525010	Legal Services and Consultation	\$ 15,000	\$ 15,000	\$ -	\$ 5,000	\$ 35,000
V	525010	Payroll Vendor Fees	\$ 10,716	\$ 10,716	\$ -	\$ -	\$ 21,432
W	525010	Website Consultation (www.imperialctc.org)	\$ 4,000	\$ 4,000	\$ -	\$ -	\$ 8,000
X	525070	AccuFund, COI Overhead Treasurer, Auditor Controller GSA	\$ 15,299	\$ 3,867	\$ -	\$ 1,355	\$ 20,521
Y	525090	CPA/auditors (external)	\$ 118,399	\$ 8,275	\$ 24,000	\$ 500	\$ 151,174
Z	525030	PM, Engineering Review and Support (SR-86/East Port Bridge)	\$ 382,860	\$ -	\$ -	\$ -	\$ 382,860
AA	525010	Transit Operator Drug and Alcohol Audits	\$ 13,131	\$ -	\$ -	\$ -	\$ 13,131
BB		Subtotal	\$ 559,405	\$ 41,859	\$ 24,000	\$ 6,855	\$ 632,118
CC	525010	Comprehensive Operational Analysis	\$ 375,000	\$ -	\$ -	\$ -	\$ 375,000
DD	525010	Zeb Plan	\$ 118,690	\$ -	\$ -	\$ -	\$ 118,690
EE	525010	2017 IVT Bus Operations Facility Eval	\$ 149,393	\$ -	\$ -	\$ -	\$ 149,393
FF	525010	TDA Guidebook Update	\$ 50,000	\$ -	\$ -	\$ -	\$ 50,000
GG	525010	Bus Stop Signage	\$ 45,000	\$ -	\$ -	\$ -	\$ 45,000
HH	525010	Passenger Statistical Summary	\$ 35,000	\$ -	\$ -	\$ -	\$ 35,000
II	525010	Consultant - Engineering & Contract Labor (Brownfield)	\$ -	\$ -	\$ 14,859	\$ -	\$ 14,859
JJ	525010	IVEDC Grant Administrative Support	\$ -	\$ -	\$ 80,000	\$ -	\$ 80,000
KK	525010	STIP / RTIP Consultant	\$ -	\$ 25,000	\$ -	\$ -	\$ 25,000
LL	525010	On Call Program & Grant Support Consultant	\$ -	\$ 25,000	\$ -	\$ -	\$ 25,000
MM	525010	Long Range Transportation Plan	\$ -	\$ 114,152	\$ -	\$ -	\$ 114,152
NN	525010	Call Box Maintenance and Repair	\$ -	\$ -	\$ -	\$ 110,991	\$ 110,991
OO	530005	Capacity Planning	\$ -	\$ -	\$ -	\$ 203,900	\$ 203,900
PP		Subtotal	\$ 773,083	\$ 164,152	\$ 94,859	\$ 110,991	\$ 1,346,985
QQ	Professional and Specialized Projects and Services Subtotal		\$ 1,332,488	\$ 206,011	\$ 118,859	\$ 117,846	\$ 1,979,103
RR	Total Expenditures		\$ 2,436,022	\$ 797,363	\$ 218,098	\$ 208,953	\$ 4,239,336

FY 2023-24 PRIOR YEAR BUDGET COMPARISON - ADMINISTRATION, OPERATIONS AND PLANNING

Regional Transit		TRANSIT FY 19-20	TRANSIT FY 20-21	TRANSIT FY 21-22	TRANSIT FY 22-23	TRANSIT FY 23-24	
1	2	3	4	5	6	7	
REVENUES							
A	430000	On hand balance / interest revenue	\$ 448,250	\$ 627,179	\$ 670,107	\$ 580,240	\$ 563,143
B	446010	Local Transportation Funds - TDA	\$ 1,278,216	\$ 1,032,051	\$ 1,026,874	\$ 1,359,123	\$ 1,250,047
C	456145	FTA 5307 Urbanized Area	\$ -	\$ -	\$ -	\$ -	\$ 300,000
D	456040	FTA 5310 Mobility Coordination Program	\$ 144,000	\$ 199,323	\$ 143,915	\$ 150,121	\$ 195,812
E	493000	Local - Member Agency Contributions, SCAG/IVRMA Reimbursements and Reimbursements for Services Provided	\$ 27,130	\$ 137,570	\$ 133,013	\$ 114,347	\$ 127,020
F	Total Revenues		\$ 1,897,596	\$ 1,996,123	\$ 1,973,909	\$ 2,203,831	\$ 2,436,022
EXPENDITURES							
Administration and Operations							
G	501000 / 525010	Administrative Staffing and Support	\$ 701,435	\$ 811,676	\$ 796,912	\$ 792,065	\$ 748,433
H	501140	Stipend	\$ 5,850	\$ 4,440	\$ 3,500	\$ 2,500	\$ 3,800
I	517055	Insurance - Liability	\$ 103,334	\$ 129,785	\$ 176,000	\$ 239,450	\$ 175,000
J	522000	Memberships, office exp, communications, IT, fuel and maintenance	\$ 38,000	\$ 31,100	\$ 35,800	\$ 39,200	\$ 41,000
K	526000	Legal notices, interpretive services	\$ 5,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 1,200
L	528000	Rents, leases and utilities	\$ 63,600	\$ 64,500	\$ 65,350	\$ 63,200	\$ 71,100
M	530005	Regional Plans/Project Coordination, Webinars, Sp Dept Exp	\$ 4,500	\$ 3,000	\$ 4,500	\$ 6,000	\$ 8,000
N	531040	Training/Travel Expense	\$ 27,000	\$ 12,000	\$ 16,000	\$ 22,000	\$ 25,000
O	549000	Equipment	\$ 62,000	\$ 5,000	\$ 30,000	\$ 30,000	\$ 30,000
P	Administration and Operations Subtotal		\$ 1,010,719	\$ 1,063,501	\$ 1,130,062	\$ 1,196,415	\$ 1,103,533
Professional and Specialized Projects and Services							
Q	525010	Legal Services and Consultation	\$ 20,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000
R	525010	Payroll Vendor Fees	\$ 8,300	\$ 8,550	\$ 8,000	\$ 9,000	\$ 10,716
S	525010	Website Consultation (www.imperialctc.org)	\$ 6,600	\$ 5,810	\$ 1,500	\$ 1,500	\$ 4,000
T	525070	Accufund, COI Overhead Treasurer, Auditor Controller GSA	\$ 15,000	\$ 21,000	\$ 20,444	\$ 11,174	\$ 15,299
U	525090	CPA/auditors (external)	\$ 137,227	\$ 148,083	\$ 121,796	\$ 142,371	\$ 118,399
V	525010	HR Consultant	\$ 15,000	\$ -	\$ -	\$ -	\$ -
W	525030	PM, Engineering Review and Support / CPS	\$ 200,000	\$ 300,000	\$ 373,357	\$ 243,847	\$ 382,860
X	525010	Transit Operator Drug and Alcohol Audits	\$ 12,000	\$ 12,000	\$ 12,000	\$ 13,131	\$ 13,131
Y		Subtotal	\$ 414,127	\$ 510,443	\$ 552,097	\$ 436,023	\$ 559,405
Z	525010	2017 IVT Bus Stop Inventory (Phase III)	\$ 17,831	\$ -	\$ -	\$ -	\$ -
AA	525010	Comprehensive Operational Analysis	\$ -	\$ -	\$ -	\$ -	\$ 375,000
BB	525010	Coordinated Public Transit and Human Services Transportation Plan	\$ -	\$ 125,000	\$ 35,710	\$ -	\$ -
CC	525010	2017 IVT Bus Operations Facility Eval	\$ 161,040	\$ 161,040	\$ 161,040	\$ 149,393	\$ 149,393
DD	525010	2018 Regional Transit Fare Analysis	\$ 149,379	\$ 91,139	\$ -	\$ -	\$ -
EE	525010	Bus Stop Signage	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000
FF	525010	TDA Guidebook Update	\$ 99,500	\$ -	\$ 50,000	\$ 50,000	\$ 50,000
GG	525010	Zeb Plan	\$ -	\$ -	\$ -	\$ 200,000	\$ 118,690
HH	525010	Passenger Statistical Summary	\$ -	\$ -	\$ -	\$ 127,000	\$ 35,000
II	525010	Update to the Short Range Transit Plan (SRTP)	\$ -	\$ -	\$ -	\$ -	\$ -
JJ		Subtotal	\$ 472,750	\$ 422,179	\$ 291,750	\$ 571,393	\$ 773,083
KK	Professional and Specialized Projects and Services Subtotal		\$ 886,877	\$ 932,622	\$ 843,847	\$ 1,007,416	\$ 1,332,488
LL	Total Expenditures		\$ 1,897,596	\$ 1,996,123	\$ 1,973,909	\$ 2,203,831	\$ 2,436,022

FY 2023-24 PRIOR YEAR BUDGET COMPARISON - ADMINISTRATION, OPERATIONS AND PLANNING

Regional Planning		PLANNING FY 19-20	PLANNING FY 20-21	PLANNING FY 21-22	PLANNING FY 22-23	PLANNING FY 23-24	
1	2	3	4	5	6	7	
REVENUES							
A	430000	On hand balance / interest revenue	\$ 2,900	\$ 1,800	\$ 203,500	\$ 270,069	\$ 129,152
B	442000	State Aid for Contruction TCEP	\$ -	\$ 200,000	\$ 124,725	\$ 55,124	\$ -
C	446010	Local Transportation Funds - TDA	\$ 343,361	\$ 366,097	\$ 340,391	\$ 277,280	\$ 302,931
D	446445	State - STIP-PPM / SP & R	\$ 350,000	\$ 457,000	\$ 202,000	\$ 202,000	\$ 258,000
E	474005	LTA	\$ 197,300	\$ 197,300	\$ 161,300	\$ -	\$ -
F	493000	Local - Member Agency Contributions, SCAG/IVRMA Reimb and Reimbursement for Services Provided	\$ 127,630	\$ 127,362	\$ 120,796	\$ 114,627	\$ 107,280
G	Total Revenues		\$ 1,021,191	\$ 1,349,559	\$ 1,152,712	\$ 919,100	\$ 797,363
EXPENDITURES							
Administration and Operations							
H	501000	Administrative Staffing and Support	\$ 304,042	\$ 340,660	\$ 373,466	\$ 388,721	\$ 440,743
I	501140	Stipend	\$ 4,800	\$ 3,900	\$ 2,800	\$ 1,500	\$ 3,600
J	517055	Insurance - Liability	\$ 21,200	\$ 26,807	\$ 33,700	\$ 43,120	\$ 37,200
K	522000	Memberships, office exp, communications, IT, fuel and maintenance	\$ 24,460	\$ 22,860	\$ 23,785	\$ 29,235	\$ 31,808
L	526000	Legal notices, interpretive services	\$ 800	\$ 800	\$ 400	\$ 400	\$ 400
M	528000	Rents, leases and utilities	\$ 29,800	\$ 30,643	\$ 30,850	\$ 28,700	\$ 31,600
N	530005	Regional Plans/Project Coordination, Webinars, Sp Dept Exp	\$ 5,000	\$ 3,000	\$ 12,000	\$ 12,000	\$ 16,000
O	531040	Training/Travel Expense	\$ 26,000	\$ 13,000	\$ 17,000	\$ 25,000	\$ 25,000
P	549000	Equipment	\$ 3,000	\$ 3,000	\$ 5,000	\$ 5,000	\$ 5,000
Q	Administration and Operations Subtotal		\$ 419,101	\$ 444,670	\$ 499,001	\$ 533,676	\$ 591,351
Professional and Specialized Projects and Services							
R	525010	Legal Services and Consultation	\$ 10,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000
S	525010	Payroll Vendor Fees	\$ 8,300	\$ 8,550	\$ 8,000	\$ 9,000	\$ 10,716
T	525010	Website Consultation (www.imperialctc.org)	\$ 3,600	\$ 2,862	\$ 1,000	\$ 1,400	\$ 4,000
U	525070	COI Overhead Treasurer, Auditor Controller GSA	\$ 10,000	\$ 10,000	\$ 12,184	\$ 12,519	\$ 3,867
V	525010	HR Consulting Services	\$ 10,000	\$ -	\$ -	\$ -	\$ -
W	525090	CPA/auditors (external)	\$ 7,889	\$ 8,175	\$ 6,500	\$ 7,310	\$ 8,275
X		Subtotal	\$ 49,789	\$ 44,587	\$ 42,686	\$ 45,230	\$ 41,858
Y	525010	Long Range Transportation Plan	\$ -	\$ 200,000	\$ 300,000	\$ 260,069	\$ 114,152
Z	525010	STIP / RTIP Consultant	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
AA	525010	On Call Program & Grant Support Consultant	\$ -	\$ -	\$ -	\$ -	\$ 25,000
BB	525010	SR-78 Glamis Study	\$ 350,000	\$ 218,000	\$ -	\$ -	\$ -
CC	525010	Aerial Imagery	\$ -	\$ 20,000	\$ -	\$ -	\$ -
DD	525030	PM, Engineering Review and Support	\$ 177,300	\$ 197,300	\$ 161,300	\$ -	\$ -
EE	525010	Calexico E Port Bridge Widening Engineering Support	\$ -	\$ 200,000	\$ 124,725	\$ 55,124	\$ -
FF		Subtotal	\$ 552,300	\$ 860,300	\$ 611,025	\$ 340,193	\$ 164,152
GG	Professional and Specialized Projects and Services Subtotal		\$ 602,089	\$ 904,887	\$ 653,711	\$ 385,423	\$ 206,010
HH	Total Expenditures		\$ 1,021,191	\$ 1,349,557	\$ 1,152,712	\$ 919,100	\$ 797,363

FY 2023-24 PRIOR YEAR BUDGET COMPARISON - ADMINISTRATION, OPERATIONS AND PLANNING

Regional Collaboration - Broadband & Brownfields			REGIONAL COLLABORATION FY 19-20	REGIONAL COLLABORATION FY 20-21	REGIONAL COLLABORATION FY 21-22	REGIONAL COLLABORATION FY 22-23	REGIONAL COLLABORATION FY 23-24
1	2		3	4	5	6	7
REVENUES							
A	430000	On hand balance / interest revenue	\$ 20	\$ -	\$ 70	\$ -	\$ -
B	456040	EPA - Brownfields Assessment	\$ 265,124	\$ 204,310	\$ 111,520	\$ 48,256	\$ 18,098
C	446010	PUC - Broadband	\$ 150,000	\$ 340,631	\$ 340,631	\$ 340,631	\$ 200,000
D	Total Revenues		\$ 415,144	\$ 544,941	\$ 452,221	\$ 388,887	\$ 218,098
EXPENDITURES							
Administration and Operations							
E	525010	Administrative Staffing and Support	\$ 10,000	\$ 4,000	\$ 3,473	\$ -	\$ 8,239
F	522000	Memberships, office exp, communications, IT, fuel and maintenance	\$ 500	\$ 168	\$ 70	\$ -	\$ -
G	525030	Marketing, Training, Travel Expense, Equipment and Indirect Costs	\$ -	\$ -	\$ -	\$ -	\$ 91,000
H	Administration and Operations Subtotal		\$ 10,500	\$ 4,168	\$ 3,543	\$ -	\$ 99,239
Professional and Specialized Projects and Services							
I	525090	CPA/auditors (external)	\$ 17,616	\$ 1,954	\$ 500	\$ 500	\$ 24,000
J	525010	Consultant - Engineering & Contract Labor	\$ 289,455	\$ 346,069	\$ 261,520	\$ 201,729	\$ 19,859
K	525010	IVEDC Grant Administrative Support	\$ 97,573	\$ 192,750	\$ 186,658	\$ 186,658	\$ 75,000
L	Professional and Specialized Projects and Services Subtotal		\$ 404,644	\$ 540,773	\$ 448,678	\$ 388,887	\$ 118,859
M	Total Expenditures		\$ 415,144	\$ 544,941	\$ 452,221	\$ 388,887	\$ 218,098

FY 2023-24 PRIOR YEAR BUDGET COMPARISON - ADMINISTRATION, OPERATIONS AND PLANNING

SAFE - Service Authority for Freeway Emergencies			SAFE FY 19-20	SAFE FY 20-21	SAFE FY 21-22	SAFE FY 22-23	SAFE FY 23-24
1	2		3	4	5	6	7
REVENUES							
A	430000	On hand balance / interest revenue	\$ 15,000	\$ 15,000	\$ 136,829	\$ 10,000	\$ 8,953
B	446390	State Aid- S.A.F.E.	\$ 170,000	\$ 170,000	\$ 180,000	\$ 185,000	\$ 200,000
C Total Revenues			\$ 185,000	\$ 185,000	\$ 316,829	\$ 195,000	\$ 208,953
EXPENDITURES							
Administration and Operations							
D	525010	ICTC Administrative Support, Legal & Accounting	\$ 13,500	\$ 13,500	\$ 18,386	\$ 19,671	\$ 21,212
E	514000	Communications - Phone Charges	\$ 30,600	\$ 25,000	\$ 27,087	\$ 40,000	\$ 40,000
F	517055	Insurance Liability	\$ 5,100	\$ 5,100	\$ 5,100	\$ 5,100	\$ 6,000
G	524000	Office Expense	\$ -	\$ -	\$ 100	\$ 165	\$ 250
H	549000	Equipment - Contingency	\$ -	\$ -	\$ -	\$ 24,940	\$ 30,000
I Administration and Operations Subtotal			\$ 49,200	\$ 43,600	\$ 50,673	\$ 89,876	\$ 97,462
Professional and Specialized Projects and Services							
J	525010	Consultant - Call Box Preventative Care & Maintenance	\$ 92,912	\$ 72,412	\$ 95,656	\$ 104,624	\$ 110,991
K	525090	Auditors (external)	\$ -	\$ -	\$ 500	\$ 500	\$ 500
L	549000	Equipment 4G Upgrade	\$ -	\$ -	\$ 170,000	\$ -	\$ -
M Professional and Specialized Projects and Services Subtotal			\$ 92,912	\$ 72,412	\$ 266,156	\$ 105,124	\$ 111,491
N Total Expenditures			\$ 142,112	\$ 116,012	\$ 316,829	\$ 195,000	\$ 208,953

FY 2023-24 PRIOR YEAR BUDGET COMPARISON - ADMINISTRATION, OPERATIONS AND PLANNING

IVRMA - Imperial Valley Resource Management Agency		IVRMA FY 19-20	IVRMA FY 20-21	IVRMA FY 21-22	IVRMA FY 22-23	IVRMA FY 23-24	
1	2	3	4	5	6	7	
REVENUES							
A	493000	Reimbursement for Services Provided	\$ 321,827	\$ 289,689	\$ 347,811	\$ 375,000	\$ 375,000
B	493000	Reimbursement for Services Provided-Capacity Planning/Reporting Software	\$ -	\$ -	\$ -	\$ -	\$ 203,900
C Total Revenues			\$ 321,827	\$ 289,689	\$ 347,811	\$ 375,000	\$ 578,900
EXPENDITURES							
Administration and Operations							
D	514000	Communications - Phone Charges	\$ 4,284	\$ 4,284	\$ 5,400	\$ 5,600	\$ 3,840
E	519045	Exp-Maintenance	\$ 1,200	\$ 1,200	\$ 1,500	\$ 3,000	\$ 3,000
F	519001	Maintenance-Vehicles	\$ 1,500	\$ 1,500	\$ 1,200	\$ 2,500	\$ -
G	519038	Fuel Expense	\$ 1,000	\$ 1,000	\$ 1,200	\$ 1,500	\$ 2,500
H	522000	Memberships	\$ 1,700	\$ 1,700	\$ 2,100	\$ 2,850	\$ -
I	524025	Admin. Office Expense	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,200	\$ 2,500
J	524030	Office Expense-Postage	\$ 300	\$ 300	\$ 100	\$ 100	\$ -
K	524000	Office Expense-Printing	\$ 500	\$ 500	\$ 500	\$ 700	\$ -
L	526000	Publ and Legal Notices	\$ 1,260	\$ 1,260	\$ -	\$ 2,500	\$ -
M	525065	Adm-Legal & Acctg Fees	\$ -	\$ -	\$ -	\$ -	\$ 25,000
N	517070	Exp-Insurance	\$ -	\$ -	\$ -	\$ -	\$ 15,000
O	532005	Exp-Utilities	\$ -	\$ -	\$ -	\$ -	\$ 2,000
P	527000	Rents & Leases Equipment	\$ -	\$ -	\$ -	\$ -	\$ 26,536
Q Administration and Operations Subtotal			\$ 12,744	\$ 12,744	\$ 13,000	\$ 19,950	\$ 80,376
Professional and Specialized Projects and Services							
R	525271	Special Dept Exp - Other	\$ 28,555	\$ 40,600	\$ 47,358	\$ 48,602	\$ -
S	531040	Travel Out of Cnty Misc	\$ 2,000	\$ 2,000	\$ 2,000	\$ 1,200	\$ -
T	549000	Equipment	\$ -	\$ 4,000	\$ -	\$ 2,000	\$ 2,000
U	525010	Professional and Specialized Projects and Services	\$ 88,238	\$ 83,000	\$ 77,048	\$ 88,835	\$ 46,030
V	525115	Prof & Spec Serv-Wages	\$ 190,290	\$ 147,345	\$ 208,405	\$ 214,413	\$ 246,594
W	530005	Special Dept Exp-Capacity Planning/Reporting Software	\$ -	\$ -	\$ -	\$ -	\$ 203,900
X Professional and Specialized Projects and Services Subtotal			\$ 309,083	\$ 276,945	\$ 334,811	\$ 355,050	\$ 498,524
Y Total Expenditures			\$ 321,827	\$ 289,689	\$ 347,811	\$ 375,000	\$ 578,900

FY 2023-24 Imperial County Transportation Commission Cost Sharing Agreement

OPTION 3 (Population Distribution)

AGENCY	*POPULATION	%	Annual Base AMOUNT	Adjusted %	Annual Adjusted AMOUNT	Quarterly Billing Amount
City of Brawley	27,369	15.9%	\$ 15,854	13.2%	\$ 13,179	\$ 3,294.70
City of Calexico	38,599	22.4%	\$ 22,359	18.6%	\$ 18,586	\$ 4,646.57
City of Calipatria	3,509	2.0%	\$ 2,033	1.7%	\$ 1,690	\$ 422.42
City of El Centro	43,646	25.3%	\$ 25,282	21.0%	\$ 21,017	\$ 5,254.13
City of Holtville	5,502	3.2%	\$ 3,187	2.6%	\$ 2,649	\$ 662.33
City of Imperial	21,466	12.4%	\$ 12,434	10.3%	\$ 10,336	\$ 2,584.09
City of Westmorland	1,989	1.2%	\$ 1,152	1.0%	\$ 958	\$ 239.44
County of Imperial	30,555	17.7%	\$ 17,699	14.7%	\$ 14,713	\$ 3,678.23
**IID	0	0.0%	\$ -	16.9%	\$ 16,872	\$ 4,218.10
Total	172,635	100%	\$ 100,000	100%	\$ 100,000	\$ 25,000.00

* population from Dept of Finance May 2023

** IID percentage is based on an average of the 4 largest agencies = 35,042 which equates to 16.9% and reduces the base amount for the remaining member agencies to \$83,128

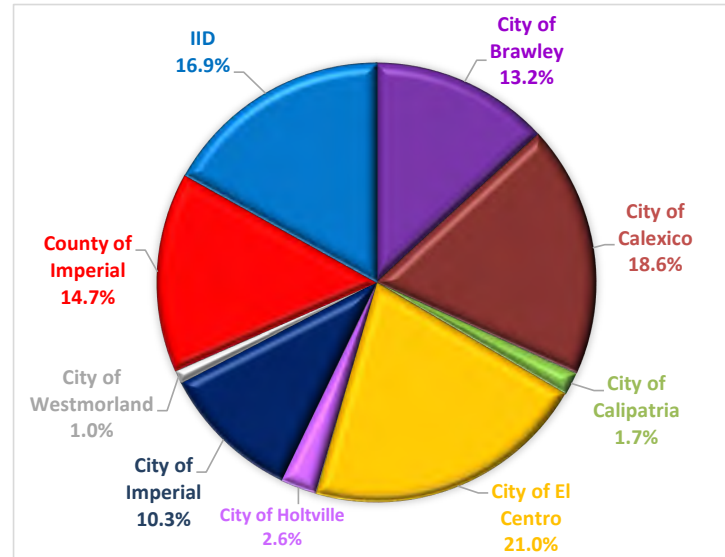
Brawley	27,369
Calexico	38,599
El Centro	43,646
County	30,555
	<u>140,169</u>

average 35,042

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

172,635	35,042	/	207,677	16.9%
<u>35,042</u>				
207,677	\$ 100,000	*	16.9%	\$ 16,872
	\$ 100,000	-	\$ 16,872	\$ 83,128

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



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

V. ACTION CALENDAR

V. ACTION CALENDAR

- B. Grant Writing and Transportation Improvement Programs Support – Services Contract Award – COH Associates, Inc.
1. Approve the award of the Services Agreement for Grant Writing and Transportation Improvement Programs Support Services – to COH and Associates, Inc. in the amount of \$150,000 for fiscal years 2023/24 to 2025/26.
 2. Authorize the Chairperson to sign the Services Agreement.



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

June 9, 2023

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

SUBJECT: Grant Writing and Transportation Improvement Programs Support Services –
Contract Award – COH & Associates, Inc.

Dear Committee Members:

The Imperial County Transportation Commission (ICTC) in its capacity as the Regional Transportation Planning Agency is responsible to lead Transportation Improvement Programs in addition to pursuing transit and transportation grant opportunities.

ICTC prepared a Request for Proposals (RFP) seeking skilled, qualified grant writing consultant(s) with grant writing experience that resulted in the award of state, federal, and/or philanthropic funding for government/public agencies, and who possess specific grant writing expertise for planning, design, infrastructure, programmatic and operational projects across various areas including, but not limited to:

- Streets, Roads, Bridges, Public Right-of-Way Accessibility;
- Active Transportation, Mobility, Bike and Pedestrian Right-of-Way;
- Public Infrastructure;
- Sustainability, Stewardship, and Resiliency;
- Multi-benefit Projects;
- Transportation Planning and Design;
- Aviation and Airport Compatibility;
- Transit;
- Racial Equity and Environmental Justice.

In addition, the scope of the RFP included seeking qualified firms for specialized planning support, including but not limited to assisting with preparing programming documents such as federal and state Transportation Improvement Programs (TIP).

The RFP was posted on the ICTC website starting April 5, 2023. In addition, emails were sent out to the list of qualified firms to encourage interest in the RFP. Proposals were due to ICTC on April 28, 2023.

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

A total of one (1) firm submitted a proposal. The proposal submitted by COH & Associates, Inc. complied with the scope of work of the RFP. COH & Associates, Inc. has 20 years of experience providing a variety of transportation planning, programming, administrative, and grant writing consulting services to public agencies. Upon evaluation of the proposal and cost of services, ICTC staff has proceeded with award recommendation to COH & Associates, Inc.

COH & Associates, Inc. submitted the proposed total cost of \$150,000 for a three (3) year period starting FY2023/24 to FY2025/26. COH & Associates, Inc. has extensive experience completing the work requested in the scope of work of the RFP. In addition, COH & Associates, Inc. has experience assisting ICTC in the past with development of the Transportation Improvement Programs as well as successfully securing state and federal funding grants for projects such as the Calexico East Port of Entry Bridge Widening. COH & Associates, Inc. is well qualified and will be able to assist ICTC with the required transportation planning efforts funding opportunities. COH & Associates, Inc. is a small business enterprise but is not certified as a disadvantaged business enterprise.

Funding for the grant writing and transportation improvement programs support services has been identified in the ICTC FY 2023-24 Overall Work Plan and budget. The funding source will be from state Planning, Programming and Monitoring and Transportation Development Act funding.

The consultant agreement is attached to this letter for your consideration. All other procurement documents, including the RFP and all contract exhibits referenced in the contract document are available for review at the ICTC offices.

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

1. Approve the award of the Services Agreement for Grant Writing and Transportation Improvement Programs Support Services – to COH & Associates, Inc. in the amount of \$150,000 for fiscal years 2023/24 to 2025/26.
2. Authorize the Chairperson to sign the Services Agreement.

Sincerely,



VIRGINIA MENDOZA
Program Manager

1 **AGREEMENT FOR SERVICES**

2 **C.O.H. & Associates, Inc.**

3 THIS AGREEMENT FOR SERVICES (“Agreement”), made and entered into this _____ day
4 of _____, 2023, is by and between the **IMPERIAL COUNTY TRANSPORTATION**
5 **COMMISSION (“ICTC”)** and **C.O.H. & ASSOCIATES, INC.**, an active California corporation
6 (“CONSULTANT”) (individually, “Party;” collectively, “Parties”).

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

8 **WHEREAS**, ICTC desires to retain a qualified individual, firm or business entity to provide
9 professional services for Grant Writing and Transportation Improvement Programs Support Services (“the
10 Project”); and

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

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

15 1. **DEFINITIONS.**

16 1.1. “RFP” shall mean ICTC’s request for proposals entitled “Imperial County Transportation
17 Commission (ICTC) Request for Proposals for Grant Writing and Transportation Improvement Programs
18 Support Services” dated April 5, 2023. The RFP is attached as **Exhibit “A”** and incorporated herein by this
19 reference.

20 1.2. “Proposal” shall mean CONSULTANT’s proposal entitled “Imperial County Transportation
21 Commission Proposal for Grant Writing and Transportation Improvement Programs Support Services,”
22 dated April 28, 2023. The Proposal is attached as **Exhibit “B”** and incorporated herein by this reference.

23 2. **CONTRACT COORDINATION.**

24 CONSULTANT shall assign a single Contract Manager to have overall responsibility for the
25 progress and execution of this Agreement. Carlos Hernandez is hereby designated as the Contract Manager
26 for CONSULTANT. Should circumstances or conditions subsequent to the execution of this Agreement
27 require a substitute Contract Manager for any reason, the Contract Manager’s designee shall be subject to
28 the prior written acceptance and approval of ICTC.

1 3. DESCRIPTION OF WORK.

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

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

7 4. WORK TO BE PERFORMED BY CONSULTANT.

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

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

12 4.3. CONSULTANT shall:

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

16 4.3.2. Use the standard of care usual to CONSULTANT's profession to keep itself fully
17 informed of all applicable existing and proposed federal, state and local laws, ordinances,
18 regulations, orders and decrees which may affect those engaged or employed under this Agreement,
19 any materials used in CONSULTANT's performance under this Agreement or the conduct of the
20 services under this Agreement;

21 4.3.3. At all times observe and comply with, and cause all of its employees to observe and
22 comply with all of said laws, ordinances, regulations, orders and decrees mentioned above; and

23 4.3.4. Immediately report to ICTC in writing any discrepancy or inconsistency it discovers
24 in said laws, ordinances, regulations, orders and decrees mentioned above in relation to any plans,
25 drawings, specifications or provisions of this Agreement.

26 4.4. Any videotape, reports, information, data or other material given to, or prepared or
27 assembled by, CONSULTANT pursuant to this Agreement shall be the property of ICTC and shall not be
28 made available to any individual or organization by CONSULTANT without the prior written approval of

1 ICTC. The preceding restriction shall not apply to information which is in the public domain, was
2 previously known to CONSULTANT, was acquired by CONSULTANT from others who have no
3 confidential relationship to ICTC with respect to same, or which through no fault of CONSULTANT
4 comes into the public domain. CONSULTANT shall not be restricted from releasing information,
5 including confidential information, in response to a subpoena, court order, or other legal process.
6 CONSULTANT shall not be required to resist such subpoena, court order, or legal process, but shall
7 promptly notify ICTC in writing of the demand for information before responding to such demand.

8 5. REPRESENTATIONS BY CONSULTANT.

9 5.1. CONSULTANT understands and agrees that ICTC has limited knowledge in the multiple
10 areas specified in the Proposal. CONSULTANT has represented itself to have experience in these fields
11 and understands that ICTC is relying upon such representation.

12 5.2. Subject to 5.2.1, CONSULTANT represents and warrants that it is a lawful entity
13 possessing all required licenses and authorities to do business in the State of California and perform all
14 aspects of this Agreement.

15 5.2.1. CONSULTANT shall not commence any work pursuant to this Agreement or
16 provide any other services, or materials, in connection therewith until CONSULTANT has received
17 written authorization from ICTC to do so.

18 5.3. CONSULTANT represents and warrants that the people executing this Agreement on behalf
19 of CONSULTANT have the authority of CONSULTANT to sign this Agreement and bind
20 CONSULTANT to the performance of all duties and obligations assumed by CONSULTANT herein.

21 5.4. CONSULTANT represents and warrants that any employee, contractor and/or agent who
22 will be performing any of the duties and obligations of CONSULTANT herein possess all required licenses
23 and authorities, as well as the experience and training, to perform such tasks.

24 5.5. CONSULTANT represents and warrants that the allegations contained in the Proposal are
25 true and correct.

26 5.6. CONSULTANT understands that ICTC considers the representations made herein to be
27 material and would not enter into this Agreement with CONSULTANT if such representations were not
28 made.

1 6. COMPENSATION.

2 The total compensation payable under this Agreement shall not exceed **one hundred fifty**
3 **thousand dollars** (\$150,000) unless otherwise previously agreed to by ICTC.

4 7. PAYMENT.

5 CONSULTANT will bill ICTC on a time and material basis upon completion of the project or as set
6 forth in the cost schedule attached hereto as **Exhibit "C"**. ICTC shall pay CONSULTANT for completed
7 and approved services upon presentation of its itemized billing. Notwithstanding the foregoing, ICTC shall
8 retain 10% of the total compensation until the work to be performed has been completed in accordance with
9 this Agreement, as determined by ICTC, and payment in full of all subcontractors of CONSULTANT.

10 8. METHOD OF PAYMENT.

11 8.1 CONSULTANT shall at any time prior to the 15th day of any month, submit to ICTC a
12 written claim for compensation for services performed. The claim shall be in a format approved by ICTC.
13 CONSULTANT may expect to receive payment within a reasonable time thereafter and in any event in the
14 normal course of business within thirty (30) days after the claim is submitted.

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

16 9.1. This Agreement shall commence on the date first written above and shall remain in effect
17 for three (3) years unless otherwise terminated as provided herein.

18 9.2. Program scheduling shall be as described in Exhibit "A" unless revisions to Exhibit "A" are
19 approved by both ICTC and CONSULTANT's Contract Manager. Time extensions may be allowed for
20 delays caused by ICTC, other governmental agencies, or factors not directly brought about by the
21 negligence or lack of due care on the part of CONSULTANT.

22 10. SUSPENSION OF AGREEMENT.

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

27 11. SUSPENSION AND/OR TERMINATION.

28 11.1. ICTC retains the right to terminate this Agreement for any reason by notifying

1 CONSULTANT in writing seven (7) days prior to termination and by paying the compensation due and
2 payable to the date of termination; provided, however, if this Agreement is terminated for fault of
3 CONSULTANT, ICTC shall be obligated to compensate CONSULTANT only for that portion of
4 CONSULTANT's services which have been performed in accordance with the terms and conditions of this
5 Agreement. Said compensation is to be arrived at by mutual agreement between ICTC and
6 CONSULTANT; should the Parties fail to agree on said compensation, an independent arbitrator shall be
7 appointed and the decision of the arbitrator shall be binding upon the Parties.

8 11.2. Upon such termination, CONSULTANT shall immediately turn over to ICTC any and all
9 copies of videotapes, studies, sketches, drawings, computations and other data, whether or not completed,
10 prepared by CONSULTANT in connection with this Agreement. Such materials shall become the
11 permanent property of ICTC.

12 12. INSPECTION.

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

18 13. OWNERSHIP OF MATERIALS.

19 All original drawings, videotapes and other materials prepared by or in possession of
20 CONSULTANT pursuant to this Agreement shall become the permanent property of ICTC and shall be
21 delivered to ICTC upon demand.

22 14. INTEREST OF CONSULTANT.

23 14.1. CONSULTANT covenants that it presently has no interest, and shall not acquire any
24 interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the
25 performance of the services hereunder.

26 14.2. CONSULTANT covenants that, in the performance of this Agreement, no sub-contractor or
27 person having such an interest shall be employed.

1 14.3. CONSULTANT certifies that no one who has or will have any financial interest pursuant to
2 this Agreement is an officer or employee of ICTC.

3 15. INDEMNIFICATION.

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

12 B. Other Indemnities. Other than in the performance of professional services, and to the
13 fullest extent allowed by law, Consultant shall indemnify, hold harmless and defend ICTC and its
14 members, board members, officers, officials, employees, agents and volunteers from any and all loss,
15 liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability,
16 including but not limited to personal injury, death at any time and property damage), and from any and
17 all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation
18 expenses) arising or alleged to have arisen directly or indirectly out of performance of this Agreement.
19 Consultant's obligations under the preceding sentence shall apply regardless of whether ICTC or any of
20 its members, board members, officers, officials, employees, agents or volunteers are negligent, but shall
21 not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross
22 negligence, or caused by the willful misconduct, of ICTC, or any of its members, board members,
23 officers, officials, employees, agents or volunteers.

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

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

1 16. INDEPENDENT CONTRACTOR.

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

5 16.1. CONSULTANT is not an employee or agent of ICTC and is only responsible for the
6 requirements and results specified by this Agreement or any other agreement.

7 16.2. CONSULTANT shall be responsible to ICTC only for the requirements and results
8 specified by this Agreement and except as specifically provided in this Agreement, shall not be subject
9 to ICTC's control with respect to the physical actions or activities of CONSULTANT in fulfillment of
10 the requirements of this Agreement.

11 16.3. CONSULTANT is not, and shall not be, entitled to receive from, or through, ICTC, and
12 ICTC shall not provide, or be obligated to provide, CONSULTANT with Worker's Compensation
13 coverage or any other type of employment or worker insurance or benefit coverage required or provided
14 by any Federal, State or local law or regulation for, or normally afforded to, an employee of ICTC.

15 16.4. CONSULTANT shall not be entitled to have ICTC withhold or pay, and ICTC shall not
16 withhold or pay, on behalf of CONSULTANT, any tax or money relating to the Social Security Old Age
17 Pension Program, Social Security Disability Program, or any other type of pension, annuity, or disability
18 program required or provided by any Federal, State or local law or regulation.

19 16.5. CONSULTANT shall not be entitled to participate in, or receive any benefit from, or
20 make any claim against any ICTC fringe program, including, but not limited to, ICTC's pension plan,
21 medical and health care plan, dental plan, life insurance plan, or any other type of benefit program, plan,
22 or coverage designated for, provided to, or offered to ICTC's employee.

23 16.6. ICTC shall not withhold or pay, on behalf of CONSULTANT, any Federal, State, or local
24 tax, including, but not limited to, any personal income tax, owed by CONSULTANT.

25 16.7. CONSULTANT is, and at all times during the term of this Agreement, shall represent
26 and conduct itself as an independent contractor, not as an employee of ICTC.

27 16.8. CONSULTANT shall not have the authority, express or implied, to act on behalf of, bind
28 or obligate ICTC in any way without the written consent of ICTC.

17. INSURANCE.

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

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

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

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

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

\$4,000,000 general aggregate

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

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

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

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

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

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

14 All policies of insurance required hereunder shall be endorsed to provide that the coverage shall
15 not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written
16 notice has been given to ICTC. Upon issuance by the insurer, broker, or agent of a notice of
17 cancellation, non-renewal, or reduction in coverage or in limits, Consultant shall furnish ICTC with a
18 new certificate and applicable endorsements for such policy(ies). In the event any policy is due to
19 expire during the work to be performed for ICTC, Consultant shall provide a new certificate, and
20 applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the
21 expiration date of the expiring policy.

22 The General Liability and Automobile Liability insurance policies shall be written on an
23 occurrence form. The General Liability (including ongoing operations and completed operations) and
24 Automobile Liability insurance policies shall name ICTC, its members, board members, officers,
25 officials, employees and agents as an additional insured. All such policies of insurance shall be
26 endorsed so Consultant’s insurance shall be primary and no contribution shall be required of ICTC, its
27 members, board members, officers, officials, employees, agents or volunteers. The coverage(s) shall
28 contain no special limitations on the scope of protection afforded to ICTC, its members, board members,

1 officers, officials, employees and agents. The Workers' Compensation insurance policy shall contain a
2 waiver of subrogation as to ICTC, its members, board members, officers, employees, agents and
3 volunteers. Should Consultant maintain insurance with broader coverage and/or limits of liability
4 greater than those shown above, ICTC requires and shall be entitled to the broader coverage and/or the
5 higher limits of liability maintained by Consultant. Any available insurance proceeds in excess of the
6 specified minimum limits of insurance and coverage shall be available to ICTC.

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

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

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

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

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

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

19 Consultant shall furnish ICTC with all certificate(s) and applicable endorsements effecting
20 coverage required hereunder. **All certificates and applicable endorsements are to be received and**
21 **approved by ICTC's Executive Director or his/her designee in his/her sole discretion prior to**
22 **ICTC's execution of the AGREEMENT and before work commences.** Upon request of ICTC,
23 Consultant shall immediately furnish ICTC with a complete copy of any insurance policy required under
24 this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and
25 correct copy of the original policy. This requirement shall survive expiration or termination of this
26 Agreement.

27 If at any time during the life of the Agreement or any extension, Consultant or any of its sub-
28 Consultants fail to maintain any required insurance in full force and effect, all work under this

1 Agreement shall be discontinued immediately, until notice is received by ICTC that the required
2 insurance has been restored to full force and effect and that the premiums therefore have been paid for a
3 period satisfactory to ICTC. Any failure to maintain the required insurance shall be sufficient cause for
4 ICTC to terminate this Agreement. No action taken by ICTC hereunder shall in any way relieve
5 Consultant of its responsibilities under this Agreement.

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

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

21 18. ASSIGNMENT.

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

25 19. NON-DISCRIMINATION.

26 During the performance of this Agreement, CONSULTANT shall not unlawfully discriminate
27 against any employee or applicant for employment or employee of ICTC or member of the public
28 because of race, religion, color, national status, age, or sex. CONSULTANT shall ensure that the

1 evaluation and treatment of its employees and applicants for employment and employees and members
2 of the public are free of such discrimination. CONSULTANT shall comply with all provisions of the
3 Fair Employment and Housing Act (Government Code §12900, *et seq.*). The applicable regulations of
4 the Fair Employment Housing Commission implementing Government Code §12900 set forth in
5 Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this
6 Agreement by reference and made a part hereof as if set forth in full. CONSULTANT shall abide by the
7 Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and
8 regulations issued pursuant to said Act. CONSULTANT shall also abide by the American Disabilities
9 Act and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.
10 CONSULTANT shall give written notice of its obligations under this clause to labor organizations with
11 which it has a collective bargain or other agreement. CONSULTANT shall include the non-
12 discrimination and compliance provision of this paragraph in all subcontracts to perform work pursuant
13 to this Agreement.

14 20. NOTICES AND REPORTS.

15 20.1. All notices and reports pursuant to this Agreement shall be in writing and may be given
16 by personal delivery or by mailing by certified mail, addressed as follows:

17 **ICTC**

18 Attn: Executive Director
19 Imperial County Transportation Commission
1503 N. Imperial Ave., Ste 104
20 El Centro, CA 92243

CONSULTANT

Attn: Project Manager
C.O.H. & Associates, Inc.
315 Meigs Road, Suite A137
Santa Barbara, CA 93109

21 20.2. All notices and reports pursuant to this Agreement may be given by personal delivery or
22 by mailing by certified mail at such other address as either Party may designate in a notice to the other
23 Party given in such manner.

24 20.3. Any notice given by mail shall be considered given when deposited in the United States
25 Mail, postage prepaid, addressed as provided herein.

26 ///

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1 21. ENTIRE AGREEMENT.

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

5 22. MODIFICATION.

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

8 23. PARTIAL INVALIDITY.

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

12 24. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.

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

20 25. WAIVER.

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

24 26. CHOICE OF LAW.

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

28 ///

1 27. ATTORNEY’S FEES.

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

4 28. AUTHORITY.

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

7 28.1. He/She is duly authorized to execute and deliver this Agreement on behalf of
8 CONSULTANT;

9 28.2. Such execution and delivery is in accordance with the terms of the Articles of
10 Incorporation or Partnership, any by-laws or Resolutions of CONSULTANT and;

11 28.3. This Agreement is binding upon CONSULTANT accordance with its terms.

12 29. COUNTERPARTS.

13 This Agreement may be executed in counterparts.

14 30. REVIEW OF AGREEMENT TERMS.

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

19 31. NON-APPROPRIATION.

20 31.1. All obligations of ICTC are subject to appropriation of resources by various federal,
21 State, and local agencies, including but not limited to the U.S. Department of Transportation
22 (“DOT”) and the California Department of Transportation (“Caltrans”).

23 31.2. This Agreement is valid and enforceable only if sufficient funds are made available to
24 ICTC for the purposes of this Project. In addition, this Agreement is subject to any additional
25 restrictions, limitations, conditions, or any statute enacted by Congress, State Legislature, or
26 ICTC, and any regulations prescribed therefrom, that may affect the provisions, terms, or
27 funding of this Agreement.
28

1 31.3. If sufficient funds for the Project are not appropriated, this Agreement may be amended
2 or terminated in order to reflect said reduction in funding.

3 32. PREVAILING WAGE.

4 32.1. CONSULTANT acknowledges that any work that qualifies as a “public work” within the
5 meaning of California Labor Code section 1720 shall cause CONSULTANT, and its sub-
6 consultants, to comply with the provisions of California Labor Code sections 1775 et seq.

7 32.2. When applicable, copies of the prevailing rate of per diem wages shall be on file at ICTC
8 and available to any interested party upon request. CONSULTANT shall post copies of the
9 prevailing wage rate of per diem wages at the Project site.

10 32.3. CONSULTANT hereby acknowledges and stipulates to the following:

11 32.3.1. CONSULTANT has reviewed and agrees to comply with the provisions of Labor
12 Code section 1776 regarding retention and inspection of payroll records and
13 noncompliance penalties; and

14 32.3.2. CONSULTANT has reviewed and agrees to comply with the provisions of Labor
15 Code section 1777.5 regarding employment of registered apprentices; and

16 32.3.3. CONSULTANT has reviewed and agrees to comply with the provisions of Labor
17 Code section 1810 regarding the legal day’s work; and

18 32.3.4. CONSULTANT has reviewed and agrees to comply with the provisions of Labor
19 Code section 1813 regarding forfeiture for violations of the maximum hours per day and
20 per week provisions contained in the same chapter.


21 32.3.5. CONSULTANT has reviewed and agrees to comply with any applicable
22 provisions for those Projects subject to Department of Industrial Relations (DIR)
23 Monitoring and Enforcement of prevailing wages. ICTC hereby notifies CONSULTANT
24 that CONSULTANT is responsible for complying with the requirements of Senate Bill
25 854 (SB854) regarding certified payroll record reporting. Further information concerning
26 the requirements of SB854 is available on the DIR website located at:
27 <http://www.dir.ca.gov/Public-Works/PublicWorksEnforcement.html>.

28 33. WORKERS’ COMPENSATION CERTIFICATION.

1 33.1. Prior to the commencement of work, CONSULTANT shall sign and file with ICTC the
2 following certification: "I am aware of the provisions of California Labor Code §§3700 et seq.
3 which require every employer to be insured against liability for workers' compensation or to
4 undertake self-insurance in accordance with the provisions of that code, and I will comply with
5 such provisions before commencing the performance of the work of this contract."

6 33.2. This certification is included in this Agreement and signature of the Agreement shall
7 constitute signing and filing of the certificate.

8 33.3. CONSULTANT understands and agrees that any and all employees, regardless of hire
9 date, shall be covered by Workers' Compensation pursuant to statutory requirements prior to
10 beginning work on the Project.

11 33.4. If CONSULTANT has no employees, initial here: .

12 34. DISADVANTAGED BUSINESS ENTITY COMPLIANCE.

13 34.1. When applicable, CONSULTANT represents and warrants that it has fully read the
14 applicable Disadvantaged Business Enterprise ("DBE") requirements pertaining to this Project
15 and has fully and accurately completed any and all required DBE forms.


16 34.2. CONSULTANT represents and warrants that it will comply with all applicable DBE
17 requirements for this Project.

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

20 **IMPERIAL COUNTY**
21 **TRANSPORTATION COMMISSION**

C.O.H. & ASSOCIATES, INC.

22
23
24 By: _____
25 MIKE GOODSSELL
Chair of the Board of Commissioners


24 By: _____
25 CARLOS HERNANDEZ
26 CEO

26 **ATTEST:**

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28 By: _____

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CRISTI LERMA
Secretary to ICTC

APPROVED AS TO FORM:

By: _____
ERIC HAVENS
ICTC Counsel

V. ACTION CALENDAR

V. ACTION CALENDAR

- C. Amendment to the Agreement between the Imperial County Transportation Commission (ICTC) and Nomad Transit, LLC (Via) for the operation of the Calexico Microtransit Service funded by the Clean Mobility Options (CMO) Voucher Pilot Program
 - 1. Approve the First Modification to the agreement between ICTC and Nomad Transit, LLC (VIA) for the Calexico On Demand service in the amount of \$245,579 modifying the total contract value to \$1,498,875. The modification is contingent upon receipt of said additional funding.
 - 2. Authorize the Executive Director to sign Modification No. 1.



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

June 7, 2023

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

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

Dear Committee Members:

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

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

The existing agreement between the two parties is for a two-year service period with options for two additional one-year mutual service period extensions. The contract value for the initial two-year service period is \$1,253,296.00 (\$626,648.00 per year). The CMO grant currently funds \$998,875 (\$499,438 per year) of the service cost for the first two years of operations.

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

ICTC was able to apply for an additional \$500,000 in grant funds bringing the total grant funds available for the project to \$1,498,875. Due to significant demand, it is ICTC intention to utilize the additional funding to cover the initial additional project cost (\$254,421) and to apply the remaining funding (245,579) to provide additional service hours. It is anticipated that because of the additional funding, ICTC will be able to add approximately 3,000 hours to the service over a two-year period. The additional service hours will be provided by a fourth vehicle that typically operates as a spare.

The remaining optional years would be funded by ICTC. ICTC is currently looking for grant opportunities to continue funding the service during the optional years (years 3 and 4).

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

1. Approve the First Modification to the agreement between ICTC and Nomad Transit, LLC (VIA) for the Calexico On Demand service in the amount of \$245,579 modifying the total contract value to \$1,498,875. The modification is contingent upon receipt of said additional funding.
2. Authorize the Executive Director to sign Modification No. 1.

Sincerely,



David Aguirre
Executive Director

MODIFICATION #1 TO AGREEMENT FOR CALEXICO ON DEMAND TRANSIT

SERVICES

THIS FIRST MODIFICATION TO AGREEMENT FOR SERVICES (“First Modification”), made and entered into this ____ day of _____, 2023, is by and between the **IMPERIAL COUNTY TRANSPORTATION COMMISSION** (“ICTC”) and **NOMAD TRANSIT LLC**, a Delaware limited liability company, and registered as a foreign limited liability company in California (“CONSULTANT”) (individually, “Party;” collectively, “Parties”).

RECITALS

WHEREAS, ICTC and CONSULTANT entered into that certain Agreement for Services on January 26, 2022 through Minute Order No. 7C (“Agreement”), incorporated by this reference as though fully set forth herein; and

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

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

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

“Additional funds have been allocated in a total amount of **\$245,579**. Therefore, the total compensation payable under this Agreement shall not exceed $\$1,253,296 + \$245,579 = \mathbf{\$1,498,875}$ unless otherwise previously agreed to by ICTC. However, this First Modification *is contingent upon receipt of said additional funds.*”

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

3. All other terms and conditions of the Agreement are and will remain in full force and effect.

There are no other modifications, express or implied except as herein provided.

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

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

CONSULTANT
NOMAD TRANSIT LLC

6
7
8 _____
9 By: Mike Goodsell
Chair of the Commission

DocuSigned by:
Erin Abrams
F89EDB5082754FA...
By: Erin Abrams
CEO

10 **ATTEST:**

11
12
13 _____
14 By: Cristi Lerma
Secretary to ICTC

15
16 **APPROVED AS TO FORM:**

17
18
19 _____
20 By: Eric Havens
ICTC Counsel

V. ACTION CALENDAR

V. ACTION CALENDAR

D. FY 2023-24 Eighth Revision to Memorandum of Understanding (MOU); ICTC - Quechan Indian Tribe - Yuma County Intergovernmental Public Transit Authority (YCIPTA) for Turquoise Route #10 and Blue Route #5

1. Authorize the Chairperson to sign the Eighth Extension to the Memorandum of Understanding (MOU) between the Yuma County Intergovernmental Public Transportation Authority (YCIPTA), The Imperial County Transportation Commission (ICTC) and the Quechan Indian Tribe for the continued implementation and operation of a regional connector bus service (YCAT Turquoise #10) between Yuma AZ, Winterhaven and El Centro, California; and, a circulator route from Yuma with stops in the eastern Imperial County area (YCAT Blue #5) effective July 1, 2023 through June 30, 2024 and provide a not to exceed subsidy to the Quechan Tribe and YCIPTA in an amount of \$210,000.00.



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

June 9, 2023

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

SUBJECT: FY 2023-24 Eighth Revision to Memorandum of Understanding (MOU); ICTC - Quechan Indian Tribe - Yuma County Intergovernmental Public Transit Authority (YCIPTA) for Turquoise Route #10 and Blue Route #5

Dear Committee Members:

In 2012, ICTC staff entered into discussions, at the request of staff of the Quechan Tribe and YCIPTA, regarding the potential for a public transit route between Yuma AZ, the Winterhaven Ca. area, and El Centro, CA. Discussions ensued over an eight-month period regarding operational issues including routing, scheduling, funding, access to bus stop locations and the continuation of travel once in El Centro on Imperial Valley Transit (IVT) for access to social service and commercial activities.

The project required the Boards of the three agencies to approve and give final direction on implementation for services. The **Turquoise** Route 10 started operation in January 2013. The business plan initially proposed twice daily roundtrips, three days a week on a YCAT bus. The new YCAT route offered travel opportunities that connected in El Centro to IVT intercity and intracity routes at 7th and State Streets. The price was established at a \$2.00 one-way fare.

Previously, as a result of the federal transportation bill, *Moving Ahead for Progress in the 21st Century Act (MAP-21)*, the FTA 5311(c) funding would no longer be available to the Quechan Indian Tribe in the future. 5311(c) funding is also known as the Tribal Transit Grant Funding Program and allowed the tribe to apply and be a direct recipient of public transit operational funding. Previously those 5311(c) funds were used to operate the **Blue** Route 5 in cooperation with YCIPTA. Blue Route 5 is a circulator route with stops in the eastern Imperial County, the Fort Yuma Indian reservation and Yuma.

In FY 2022-23 ICTC received a request to share in the cost to provide funding for the above noted services in the amount of \$175,221.13. The funding request for FY 2023-24 is \$210,000.00. The total subsidized budgets for both services are \$555,092.56. As requested, ICTC is anticipated to contribute \$210,000.00, the Quechan Tribe is anticipated to contribute approximately \$138,773.14 and YCIPTA is anticipated to contribute approximately \$206,319.42. YCIPTA also contributes the vehicles and drivers to provide the service and provides fare box recovery matching funds.

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

ICTC staff continues to support and recommends the participation in the revised MOU due to the increased access for Eastern Imperial County residents. ICTC will continue to meet with both agencies and continue to monitor both the Turquoise Route 10 and Blue Route 5, in cooperation with YCIPTA and the Quechan Tribe, in order to ensure the proper portion of funding is provided to supplement the transit service in eastern Imperial County. Recommendations from ICTC staff for funding in future years will continue to be based on service needs and service performance for the eastern Imperial County, Winterhaven community.

The original MOU and previous extensions and exhibits, and performance related documentation are available for review at ICTC administrative offices.

Funding for this service is derived from the Transportation Development ACT (TDA) Fund, a contribution from the Quechan Tribe, the YCIPTA organization and passenger fares, anticipated to be approved by June 30, 2023.

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

1. Authorize the Chairperson to sign the Eighth Extension to the Memorandum of Understanding (MOU) between the Yuma County Intergovernmental Public Transportation Authority (YCIPTA), The Imperial County Transportation Commission (ICTC) and the Quechan Indian Tribe for the continued implementation and operation of a regional connector bus service (YCAT **Turquoise** #10) between Yuma AZ, Winterhaven and El Centro, California; and, a circulator route from Yuma with stops in the eastern Imperial County area (YCAT **Blue** #5) effective July 1, 2023 through June 30, 2024 and provide a not to exceed subsidy to the Quechan Tribe and YCIPTA in an amount of \$210,000.00.

Sincerely,



DAVID AGUIRRE
Executive Director

attachments

V. ACTION CALENDAR

V. ACTION CALENDAR

E. IVRMA FY 2023-24 Annual Budget

1. Adopt the Draft IVRMA Budget for FY 2023/2024.



300 S. IMPERIAL AVE., SUITE 6
EL CENTRO, CA 92243-2875
PHONE: (760) 337-4537
FAX: (760) 337-3184

June 7, 2023

ICTC Management Committee
Imperial Valley Resource Management Agency
300 S. Imperial Ave. Suite 6
El Centro, CA 92243

SUBJECT: IVRMA FY 2023-24 Annual Budget

Dear Committee Members:

The following is a summary of the IVRMA budget which is comprised of various grants and membership dues. The membership portion of the FY 23-24 IVRMA Budget request reflects an increase from \$375,000 (FY 22-23) to \$578,900 for a total 54% increase. Recently IVRMA was delegated to develop the capacity plan for Imperial County and its jurisdictions, therefore IVRMA has anticipated a one-time development cost for the development of the plan. The plan is estimated to cost \$150,000 which is included in the final budget request for fiscal year 2023-24. The capacity plan is anticipated to be developed by a consultant after a formal procurement process to be completed by IVRMA staff. Should additional funding be required to complete the plan within the fiscal year, additional funding will be requested from the member agencies to complete the plan and meet the state requirement.

In addition, IVRMA and its member agencies (by virtue of its technical advisory committee) have been in discussions to meet certain annual reporting requirements from the state (Calrecycle). It has been proposed that IVRMA acquire new software that is dedicated to assisting all the member agencies with its annual reporting requirements. IVRMA has obtained quotes from multiple vendors who provide the reporting software to similar agencies. The cost to acquire the proposed software has also been included in the final budget request for FY 2023-24. The software cost is anticipated to be an annual reoccurring cost. IVRMA will pursue grant opportunities to fund the software cost for future years.

With regard to Membership funds that are utilized to finance multiple IVRMA administration operations including the Household Hazardous Waste Facilities (HHW). There is no proposed increase from the previous fiscal year 2022-23 (\$375,000) which is reflected in the final budget request.

**SERVING THE CITIES OF BRAWLEY, CALEXICO, CALIPATRIA, EL CENTRO, HOLTVILLE,
IMPERIAL, WESTMORLAND, AND IMPERIAL COUNTY**

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

1. Adopt the Draft IVRMA Budget for FY 2023/2024.

Sincerely,

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

David Aguirre
Executive Director

DA/mg

Attachments

FY 2023-24 PRIOR YEAR BUDGET COMPARISON - ADMINISTRATION, OPERATIONS AND PLANNING

IVRMA - Imperial Valley Resource Management Agency		IVRMA FY 19-20	IVRMA FY 20-21	IVRMA FY 21-22	IVRMA FY 22-23	IVRMA FY 23-24	
1	2	3	4	5	6	7	
REVENUES							
A	493000	Reimbursement for Services Provided	\$ 321,827	\$ 289,689	\$ 347,811	\$ 375,000	\$ 375,000
B	493000	Reimbursement for Services Provided-Capacity Planning/Reporting Software	\$ -	\$ -	\$ -	\$ -	\$ 203,900
C	Total Revenues		\$ 321,827	\$ 289,689	\$ 347,811	\$ 375,000	\$ 578,900
EXPENDITURES							
Administration and Operations							
D	514000	Communications - Phone Charges	\$ 4,284	\$ 4,284	\$ 5,400	\$ 5,600	\$ 3,840
E	519045	Exp-Maintenance	\$ 1,200	\$ 1,200	\$ 1,500	\$ 3,000	\$ 3,000
F	519001	Maintenance-Vehicles	\$ 1,500	\$ 1,500	\$ 1,200	\$ 2,500	\$ -
G	519038	Fuel Expense	\$ 1,000	\$ 1,000	\$ 1,200	\$ 1,500	\$ 2,500
H	522000	Memberships	\$ 1,700	\$ 1,700	\$ 2,100	\$ 2,850	\$ -
I	524025	Admin. Office Expense	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,200	\$ 2,500
J	524030	Office Expense-Postage	\$ 300	\$ 300	\$ 100	\$ 100	\$ -
K	524000	Office Expense-Printing	\$ 500	\$ 500	\$ 500	\$ 700	\$ -
L	526000	Publ and Legal Notices	\$ 1,260	\$ 1,260	\$ -	\$ 2,500	\$ -
M	525065	Adm-Legal & Acctg Fees	\$ -	\$ -	\$ -	\$ -	\$ 25,000
N	517070	Exp-Insurance	\$ -	\$ -	\$ -	\$ -	\$ 15,000
O	532005	Exp-Utilities	\$ -	\$ -	\$ -	\$ -	\$ 2,000
P	527000	Rents & Leases Equipment	\$ -	\$ -	\$ -	\$ -	\$ 26,536
Q	Administration and Operations Subtotal		\$ 12,744	\$ 12,744	\$ 13,000	\$ 19,950	\$ 80,376
Professional and Specialized Projects and Services							
R	525271	Special Dept Exp - Other	\$ 28,555	\$ 40,600	\$ 47,358	\$ 48,602	\$ -
S	531040	Travel Out of Cnty Misc	\$ 2,000	\$ 2,000	\$ 2,000	\$ 1,200	\$ -
T	549000	Equipment	\$ -	\$ 4,000	\$ -	\$ 2,000	\$ 2,000
U	525010	Professional and Specialized Projects and Services	\$ 88,238	\$ 83,000	\$ 77,048	\$ 88,835	\$ 46,030
V	525115	Prof & Spec Serv-Wages	\$ 190,290	\$ 147,345	\$ 208,405	\$ 214,413	\$ 246,594
W	530005	Special Dept Exp-Capacity Planning/Reporting Software	\$ -	\$ -	\$ -	\$ -	\$ 203,900
X	Professional and Specialized Projects and Services Subtotal		\$ 309,083	\$ 276,945	\$ 334,811	\$ 355,050	\$ 498,524
Y	Total Expenditures		\$ 321,827	\$ 289,689	\$ 347,811	\$ 375,000	\$ 578,900

V. ACTION CALENDAR

V. ACTION CALENDAR

- F. Hunter Employment, LLC Agreement – Fourth Modification
 - 1. Authorize the Chairperson to sign the fourth modification to the agreement with Hunter Employment, LLC for the period of July 1, 2023, through June 30, 2024.



300 S. IMPERIAL AVE., SUITE 6
EL CENTRO, CA 92243-2875
PHONE: (760) 337-4537
FAX: (760) 337-3184

June 7, 2023

ICTC Management Committee
Imperial Valley Resource Management Agency
300 S. Imperial Ave. Suite 6
El Centro, CA 92243

SUBJECT: Hunter Employment, LLC Agreement – Fourth Modification

Dear Committee Members:

IVRMA would like to extend the service agreement between IVRMA and Hunter Employment, LLC. from July 1, 2023, through June 30, 2024. Hunter Employment, LLC currently provides all staffing for IVRMA except for the Project Manager position.

Hunter Employment agrees to continue providing as needed staffing support for the following positions: (1) Administrative Assistant, (1) Accounting Assistant, (1) Waste Management Coordinator I, (1) Waste Management Coordinator II, (1) Waste Management Technician, (2) Recycling Outreach Coordinators and (1) Grade Crew Labor I when requested. Should any of the above-mentioned positions not be utilized, IVRMA will not incur any costs for the positions. A letter of intent and contract agreement is attached for your review.

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

1. Authorize the Chairperson to sign the fourth modification to the agreement with Hunter Employment, LLC for the period of July 1, 2023, through June 30, 2024.

Sincerely,

David Aguirre
Executive Director

Attachment

**SERVING THE CITIES OF BRAWLEY, CALEXICO, CALIPATRIA, EL CENTRO, HOLTVILLE,
IMPERIAL, WESTMORLAND, AND IMPERIAL COUNTY**

1 **MODIFICATION #4 TO AGREEMENT FOR SERVICES**

2 HUNTER EMPLOYMENT SERVICES

3 THIS FOURTH MODIFICATION TO AGREEMENT FOR SERVICES (“Fourth Modification”)
4 made and entered into this ____ day of _____, 2023, is by and between the **IMPERIAL**
5 **VALLEY RESOURCE MANAGEMENT AGENCY (“IVRMA”)** and **HUNTER EMPLOYMENT**
6 **SERVICES, INC.**, an Arizona corporation licensed to do business in California (“CONSULTANT”)
7 (individually, “Party;” collectively, “Parties”).

8 **RECITALS**

9 **WHEREAS**, IVRMA and CONSULTANT entered into that certain Agreement for Services on May
10 22, 2012 through Resolution No. IVRMA 12-06, as first modified on June 24, 2020, second modified on June
11 23, 2021 through Minute Order No. 3F, and third modified on June 22, 2022 through Minute Order No. 4F
12 (“Agreement”), incorporated by this reference as though fully set forth herein; and

13 **WHEREAS**, the extended term of the Agreement is set to expire on June 30, 2023, and the Parties
14 wish to extend the term of the Agreement for an additional one (1) year FY 2023-24; and

15 **NOW, THEREFORE**, in consideration of their mutual covenants, IVRMA and CONSULTANT
16 have and hereby agree to the following:

17 1. The term of the Agreement shall be amended as follows:

18 “The term of the Agreement shall be from July 1, 2023 to June 30, 2024, for the service of
19 assigning employees.”

20 2. The rates in the Agreement shall be amended as set forth in the letter from CONSULTANT
21 dated March 31, 2023, attached hereto as **Exhibit “A”**.

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

24 ///

25 ///

26 ///

27 ///

28 ///

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

3
4 **IMPERIAL VALLEY RESOURCE**
5 **MANAGEMENT AGENCY**

CONSULTANT
HUNTER EMPLOYMENT SERVICES,
INC.

6
7
8
9 _____
By: Mike Goodsell
Chair of the Board of Directors

By: Sara K. Villalobos
Vice President

10
11 **ATTEST:**

12
13
14 _____
By: Cristi Lerma
Secretary to IVRMA

15
16 **APPROVED AS TO FORM:**

17
18
19 _____
By: Eric Havens
County Counsel



March 31, 2023

**Imperial Valley Resource Management Agency &
Imperial County Transportation Commission
300 S. Imperial Ave, Suite 11
El Centro, CA 92243**

IVRMA Board and Imperial County,

It is the intention of Hunter Employment LLC to extend the excellent relationship and business arrangements that we have established with the IVRMA and now managed by Imperial County Transportation Commission.

Below I have provided you with titles, pay rates and billing rates for the coming fiscal year July 1, 2023 to June 30, 2024.

	<u>Salary Rate</u>	<u>Billing Rate</u>	<u>Mark-up%</u>
Administrative Assistant (Angelica Gerardo)	\$16.50	\$26.40	60%
Bookkeeping Adm. Assistant (Sandra Velasquez)	\$18.50	\$29.60	60%
(1) Recycling Outreach Coord. (Clarissa Delgadillo)	\$18.50	\$29.60	60%
(2) Recycling Outreach Coord. (Atenea Leal)	\$17.00	\$27.20	60%
Waste Management Coord. (Sergio A. Castro)	\$20.00	\$34.60	73%
Waste Management Coord. (Leonardo Valenzuela)	\$18.75	\$32.43	73%
Waste Management Technician	\$16.00	\$27.68	73%
Grade Crew Labor	\$16.00	\$27.20	73%

Bridgeport Capital Funding is still our accounts receivable funding agency and their requirements, including payment terms, remain the same.

We look forward to a continuing mutually beneficial relationship with the Imperial County, and we thank you for your business.

Respectfully,

Sara K. Villalobos

Vice President

Hunter Employment, LLC

Yuma Office

P.O.Box 4699 | Yuma, Arizona 85366-4699 | Phone: (928) 341-4664 | Fax: (928) 726-4138

El Centro Office

P.O. Box 2768 | El Centro, California 92244 | Phone: (760) 679-5180 | Fax: (760) 312-9600

V. ACTION CALENDAR

V. ACTION CALENDAR

- G. Secure E-Waste Solutions (SES) Agreement – Fifth Modification
 - 1. Authorize the Chairperson to sign the Fifth Modification of the Secure E-Waste Solutions (SES) Agreement for July 1, 2023, through June 30, 2024.



300 S. IMPERIAL AVE., SUITE 6
EL CENTRO, CA 92243-2875
PHONE: (760) 337-4537
FAX: (760) 337-3184

June 7, 2023

ICTC Management Committee
Imperial Valley Resource Management Agency
300 S. Imperial Ave. Suite 6
El Centro, CA 92243

SUBJECT: Secure E-Waste Solutions (SES) Agreement – Fifth Modification

Dear Committee Members:

IVRMA would like to extend the service agreement between IVRMA and Secure E-Waste Solutions (SES) from July 1, 2023, through June 30, 2024. The initial agreement between IVRMA and SES was executed in April 2019 and has up to (five) single year extensions. SES is not requesting any financial modifications from the previous agreement; a letter of intent and price list is attached for your review.

IVRMA utilizes SES for the removal and recycling of E-Waste, White Goods, and Universal Waste collected through IVRMA programs and community clean up events. SES pays IVRMA a portion of the recycling funds that SES generates from the collection of E-Waste hauling and processing operations. Any funds received by IVRMA are utilized for Household Hazardous Waste (HHW) program operations.

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

1. Authorize the Chairperson to sign the Fifth Modification of the Secure E-Waste Solutions (SES) Agreement for July 1, 2023, through June 30, 2024.

Sincerely,

David Aguirre
Executive Director

Attachment

**SERVING THE CITIES OF BRAWLEY, CALEXICO, CALIPATRIA, EL CENTRO, HOLTVILLE,
IMPERIAL, WESTMORLAND, AND IMPERIAL COUNTY**

1 **EXTENSION #5 TO AGREEMENT FOR SERVICES**

2 **SES / Secure E-Waste Solutions**

3 THIS FIFTH EXTENSION OF AGREEMENT FOR SERVICES (“Extension #5”), made and
4 entered into effective the ____ day of _____, 2023, by and between the **Imperial Valley Resource**
5 **Management Agency**, a regional agency under California Public Resources Code Section 40970 et al.,
6 (“IVRMA”) and **SES / Secure E-Waste Solutions**, an active California corporation (“CONTRACTOR”)
7 (individually, “Party;” collectively, “Parties”) shall be as follows:

8 **RECITALS**

9 **WHEREAS**, on June 27, 2018 through IVRMA Resolution No. 18-06, IVRMA and
10 CONTRACTOR entered into an Agreement for Services (“Agreement”) for compliant recycling and
11 disposition of E-Waste collected by IVRMA and delivered to CONTRACTOR by IVRMA or its designated
12 and properly permitted independent hauler (“Project”), attached hereto as **Exhibit “1,”**; and

13 **WHEREAS**, the term of the Agreement was first extended on May 22, 2019 through IVRMA
14 Resolution No. 19-04 to June 1, 2019, to May 31, 2020, to May 31, 2021, to May 31, 2022, and again to
15 June 30, 2023; and

16 **WHEREAS**, the term of the fourth extension to the Agreement is set to expire on June 30, 2023;
17 and

18 **WHEREAS**, the Agreement permits the Parties to renew the term of the Agreement for additional
19 one (1) year for up to five (5) years subject to written acceptance by the Parties and availability of E-Waste
20 related funds to IVRMA; and

21 **WHEREAS**, the Parties desire to extend the term of the Agreement for an additional one (1) year,
22 subject to the terms and conditions provided for herein.

23 **NOW, THEREFORE**, in consideration of their mutual covenants, IVRMA and CONTRACTOR
24 agree to the following:

25 **A.** The term of the Agreement shall be extended for an additional one (1) year, commencing on July 1,
26 2023, and terminating on June 30, 2024, unless otherwise extended or terminated as provided for
27 under the Agreement.

28 **B.** All other terms and conditions of the Agreement are ratified and remain in full force and effect.

1 **IN WITNESS WHEREOF**, the Parties have executed this Extension #5 on the day and year
2 first above written.

3 **IMPERIAL VALLEY RESOURCE**
4 **MANAGEMENT AGENCY**

SES / SECURE E-WASTE SOLUTIONS

5
6
7 By: _____
8 **MIKE GOODSSELL**
9 Chair of the Board of Directors

By: _____
LARRY KURSCHNER
Chief Executive Officer

9 **ATTEST:**

10
11
12 _____
13 By: **CRISTI LERMA**
14 Secretary to IVRMA

14 **APPROVED AS TO FORM:**

15
16
17 By: _____
18 Eric Havens
19 County Counsel

Imperial Valley Resource Management Agency
Maricela Galarza; Project Manger
300 S Imperial Ave, Suite #6
El Centro, CA Zip 92243



Secure E-Waste
Solutions

March 28th, 2022

RE: Letter of Intent to Extend the Agreement

To whom it may concern:

This letter shall serve as an intent to continue E-Waste services via agreement to, by and between both parties. SES Secure E-Waste Solutions will not be soliciting any changes to the agreement.

Please note, this letter of intent is not binding by either party and is not intended to be a final, executed contract. Rather, this letter of intent shall be a formal expression of interest to continue the service. The terms are detailed in the original agreement.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Juan Marquez', is written over the word 'Sincerely,'.

Juan Marquez
General Manager
W. 858-909-0802
C. 619-517-6565
F.858-252-6708
Juan@sesrecycling.com
www.sesrecycling.com

SES Secure E-Waste Solutions - 8810 Rehco rd, Suite #C San Diego CA 92121 Solutions@sesrecycling.com

V. ACTION CALENDAR

V. ACTION CALENDAR

H. Rubio Tire Co. Agreement

1. Authorize the Chairperson to execute the Rubio Tire Co. two-year agreement, for FY 2023-24 and FY 2024-25.



300 S. IMPERIAL AVE., SUITE 6
EL CENTRO, CA 92243-2875
PHONE: (760) 337-4537
FAX: (760) 337-3184

June 7, 2023

ICTC Management Committee
Imperial Valley Resource Management Agency
300 S. Imperial Ave. Suite 6
El Centro, CA 92243

SUBJECT: Rubio Tire Co. Agreement

Dear Committee Members:

IVRMA has developed a two-year service agreement between IVRMA and Rubio Tire Co. for the proper recycling/disposal of waste tires as part of the operations of two of IVRMA's waste tire grants. Fees associated with this contract are as follows, \$4.50 per tire for disposal/recycling services. A letter of intent is attached for your review.

IVRMA only pays Rubio Tire Co. when services are requested and provided. The agreement is essential for the continued operations of the State Waste Tire Grants.

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

1. Authorize the Chairperson to execute the Rubio Tire Co. two-year agreement, for FY 2023-24 and FY 2024-25.

Sincerely,

David Aguirre
Executive Director

Attachment

**SERVING THE CITIES OF BRAWLEY, CALEXICO, CALIPATRIA, EL CENTRO, HOLTVILLE,
IMPERIAL, WESTMORLAND, AND IMPERIAL COUNTY**

1 **AGREEMENT FOR SERVICES**

2 **JORGE RUBIO**

3 THIS AGREEMENT FOR SERVICES (“Agreement”), made and entered into this _____ day
4 of _____, 2023, is by and between the **IMPERIAL VALLEY RESOURCE**
5 **MANAGEMENT AGENCY** (“IVRMA”) and **JORGE RUBIO dba Rubio Tire Co.**, a sole
6 proprietorship (“CONSULTANT”) (individually, “Party;” collectively, “Parties”).

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

8 **WHEREAS**, IVRMA desires to retain a qualified individual, firm or business entity to provide
9 professional collection, transportation, and waste tire disposal services (“the Project”); and

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

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

14 1. **DEFINITIONS.**

15 1.1. “Proposal” shall mean CONSULTANT’s proposal entitled “Letter of Intent”. The Proposal
16 is attached as **Exhibit “A”** and incorporated herein by this reference.

17 2. **CONTRACT COORDINATION.**

18 CONSULTANT shall assign a single Contract Manager to have overall responsibility for the
19 progress and execution of this Agreement. Jorge Rubio is hereby designated as the Contract Manager for
20 CONSULTANT. Should circumstances or conditions subsequent to the execution of this Agreement
21 require a substitute Contract Manager for any reason, the Contract Manager’s designee shall be subject to
22 the prior written acceptance and approval of IVRMA.

23 3. **DESCRIPTION OF WORK.**

24 3.1. CONSULTANT shall provide all materials and labor to perform this Agreement. In the
25 event of a conflict among this Agreement and the Proposal, this Agreement shall take precedence over the
26 Proposal.

27 3.2. CONSULTANT shall perform additional or extra work if required, utilizing the per hour
28 rate set forth in **Exhibit “A”**.

1 4. WORK TO BE PERFORMED BY CONSULTANT.

2 4.1. CONSULTANT shall comply with all terms, conditions and requirements of the Proposal
3 and this Agreement.

4 4.2. CONSULTANT shall perform such other tasks as necessary and proper for the full
5 performance of the obligations assumed by CONSULTANT hereunder.

6 4.3. CONSULTANT shall:

7 4.3.1. Procure all permits and licenses, pay all charges and fees, and give all notices that
8 may be necessary and incidental to the due and lawful prosecution of the services to be performed
9 by CONSULTANT pursuant to this Agreement;

10 4.3.2. Use the standard of care usual to CONSULTANT's profession to keep itself fully
11 informed of all applicable existing and proposed federal, state and local laws, ordinances,
12 regulations, orders and decrees which may affect those engaged or employed under this Agreement,
13 any materials used in CONSULTANT's performance under this Agreement or the conduct of the
14 services under this Agreement;

15 4.3.3. At all times observe and comply with, and cause all of its employees to observe and
16 comply with all of said laws, ordinances, regulations, orders and decrees mentioned above; and

17 4.3.4. Immediately report to IVRMA in writing any discrepancy or inconsistency it
18 discovers in said laws, ordinances, regulations, orders and decrees mentioned above in relation to
19 any plans, drawings, specifications or provisions of this Agreement.

20 4.4. Any videotape, reports, information, data or other material given to, or prepared or
21 assembled by, CONSULTANT pursuant to this Agreement shall be the property of IVRMA and shall not
22 be made available to any individual or organization by CONSULTANT without the prior written approval
23 of IVRMA. The preceding restriction shall not apply to information which is in the public domain, was
24 previously known to CONSULTANT, was acquired by CONSULTANT from others who have no
25 confidential relationship to IVRMA with respect to same, or which through no fault of CONSULTANT
26 comes into the public domain. CONSULTANT shall not be restricted from releasing information,
27 including confidential information, in response to a subpoena, court order, or other legal process.
28 CONSULTANT shall not be required to resist such subpoena, court order, or legal process, but shall

1 promptly notify IVRMA in writing of the demand for information before responding to such demand.

2 5. REPRESENTATIONS BY CONSULTANT.

3 5.1. CONSULTANT understands and agrees that IVRMA has limited knowledge in the multiple
4 areas specified in the Proposal. CONSULTANT has represented itself to have experience in these fields
5 and understands that IVRMA is relying upon such representation.

6 5.2. Subject to 5.2.1, CONSULTANT represents and warrants that it is a lawful entity
7 possessing all required licenses and authorities to do business in the State of California and perform all
8 aspects of this Agreement.

9 5.2.1. CONSULTANT shall not commence any work pursuant to this Agreement or
10 provide any other services, or materials, in connection therewith until CONSULTANT has received
11 written authorization from IVRMA to do so.

12 5.3. CONSULTANT represents and warrants that the people executing this Agreement on behalf
13 of CONSULTANT have the authority of CONSULTANT to sign this Agreement and bind
14 CONSULTANT to the performance of all duties and obligations assumed by CONSULTANT herein.

15 5.4. CONSULTANT represents and warrants that any employee, contractor and/or agent who
16 will be performing any of the duties and obligations of CONSULTANT herein possess all required licenses
17 and authorities, as well as the experience and training, to perform such tasks.

18 5.5. CONSULTANT represents and warrants that the allegations contained in the Proposal are
19 true and correct.

20 5.6. CONSULTANT understands that IVRMA considers the representations made herein to be
21 material and would not enter into this Agreement with CONSULTANT if such representations were not
22 made.

23 6. COMPENSATION.

24 The total compensation payable under this Agreement shall not exceed [] dollars (\$[]) unless
25 otherwise previously agreed to by IVRMA.

26 7. PAYMENT.

27 CONSULTANT will bill IVRMA on a time and material basis upon completion of the project or as
28 set forth in the cost schedule attached hereto as **Exhibit "A"**. IVRMA shall pay CONSULTANT for

1 completed and approved services upon presentation of its itemized billing. Notwithstanding the foregoing,
2 IVRMA shall retain 10% of the total compensation until the work to be performed has been completed in
3 accordance with this Agreement, as determined by IVRMA, and payment in full of all subcontractors of
4 CONSULTANT.

5 8. METHOD OF PAYMENT.

6 8.1 CONSULTANT shall at any time prior to the 15th day of any month, submit to IVRMA a
7 written claim for compensation for services performed. The claim shall be in a format approved by
8 IVRMA. CONSULTANT may expect to receive payment within a reasonable time thereafter and in any
9 event in the normal course of business within thirty (30) days after the claim is submitted.

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

11 9.1. This Agreement shall commence on the date first written above and shall remain in effect
12 through June 30, 2025 unless otherwise terminated as provided herein.

13 9.2. Program scheduling shall be as described in Exhibit "A" unless revisions to Exhibit "A" are
14 approved by both IVRMA and CONSULTANT's Contract Manager. Time extensions may be allowed for
15 delays caused by IVRMA, other governmental agencies, or factors not directly brought about by the
16 negligence or lack of due care on the part of CONSULTANT.

17 10. SUSPENSION OF AGREEMENT.

18 IVRMA shall have the authority to suspend this Agreement, wholly or in part, for such period as
19 deemed necessary due to unfavorable conditions or to the failure on the part of CONSULTANT to perform
20 any provision of this Agreement. CONSULTANT will be paid the compensation due and payable to the
21 date of suspension.

22 11. SUSPENSION AND/OR TERMINATION.

23 11.1. IVRMA retains the right to terminate this Agreement for any reason by notifying
24 CONSULTANT in writing seven (7) days prior to termination and by paying the compensation due and
25 payable to the date of termination; provided, however, if this Agreement is terminated for fault of
26 CONSULTANT, IVRMA shall be obligated to compensate CONSULTANT only for that portion of
27 CONSULTANT's services which have been performed in accordance with the terms and conditions of this
28 Agreement. Said compensation is to be arrived at by mutual agreement between IVRMA and

1 CONSULTANT; should the Parties fail to agree on said compensation, an independent arbitrator shall be
2 appointed and the decision of the arbitrator shall be binding upon the Parties.

3 11.2. Upon such termination, CONSULTANT shall immediately turn over to IVRMA any and all
4 copies of videotapes, studies, sketches, drawings, computations and other data, whether or not completed,
5 prepared by CONSULTANT in connection with this Agreement. Such materials shall become the
6 permanent property of IVRMA.

7 12. INSPECTION.

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

13 13. OWNERSHIP OF MATERIALS.

14 All original drawings, videotapes and other materials prepared by or in possession of
15 CONSULTANT pursuant to this Agreement shall become the permanent property of IVRMA and shall be
16 delivered to IVRMA upon demand.

17 14. INTEREST OF CONSULTANT.

18 14.1. CONSULTANT covenants that it presently has no interest, and shall not acquire any
19 interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the
20 performance of the services hereunder.

21 14.2. CONSULTANT covenants that, in the performance of this Agreement, no sub-contractor or
22 person having such an interest shall be employed.

23 14.3. CONSULTANT certifies that no one who has or will have any financial interest pursuant to
24 this Agreement is an officer or employee of IVRMA.

25 15. INDEMNIFICATION.

26 A. Indemnity for Professional Services. To the furthest extent allowed by law, Consultant
27 shall indemnify, hold harmless and defend IVRMA and its members, board members, officers, officials,
28 employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and

1 damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at
2 any time and property damage), and from any and all claims, demands and actions in law or equity
3 (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the
4 negligence, recklessness or willful misconduct of Consultant, its principals, officers, employees, agents
5 or volunteers in the performance of professional services under this Agreement.

6 B. Other Indemnities. Other than in the performance of professional services, and to the
7 fullest extent allowed by law, Consultant shall indemnify, hold harmless and defend IVRMA and its
8 members, board members, officers, officials, employees, agents and volunteers from any and all loss,
9 liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability,
10 including but not limited to personal injury, death at any time and property damage), and from any and
11 all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation
12 expenses) arising or alleged to have arisen directly or indirectly out of performance of this Agreement.
13 Consultant's obligations under the preceding sentence shall apply regardless of whether IVRMA or any
14 of its members, board members, officers, officials, employees, agents or volunteers are negligent, but
15 shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the
16 gross negligence, or caused by the willful misconduct, of IVRMA, or any of its members, board
17 members, officers, officials, employees, agents or volunteers.

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

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

23 16. INDEPENDENT CONTRACTOR.

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

27 16.1. CONSULTANT is not an employee or agent of IVRMA and is only responsible for the
28 requirements and results specified by this Agreement or any other agreement.

1 16.2. CONSULTANT shall be responsible to IVRMA only for the requirements and results
2 specified by this Agreement and except as specifically provided in this Agreement, shall not be subject
3 to IVRMA's control with respect to the physical actions or activities of CONSULTANT in fulfillment
4 of the requirements of this Agreement.

5 16.3. CONSULTANT is not, and shall not be, entitled to receive from, or through, IVRMA,
6 and IVRMA shall not provide, or be obligated to provide, CONSULTANT with Worker's
7 Compensation coverage or any other type of employment or worker insurance or benefit coverage
8 required or provided by any Federal, State or local law or regulation for, or normally afforded to, an
9 employee of IVRMA.

10 16.4. CONSULTANT shall not be entitled to have IVRMA withhold or pay, and IVRMA shall
11 not withhold or pay, on behalf of CONSULTANT, any tax or money relating to the Social Security Old
12 Age Pension Program, Social Security Disability Program, or any other type of pension, annuity, or
13 disability program required or provided by any Federal, State or local law or regulation.

14 16.5. CONSULTANT shall not be entitled to participate in, or receive any benefit from, or
15 make any claim against any IVRMA fringe program, including, but not limited to, IVRMA's pension
16 plan, medical and health care plan, dental plan, life insurance plan, or any other type of benefit program,
17 plan, or coverage designated for, provided to, or offered to IVRMA's employee.

18 16.6. IVRMA shall not withhold or pay, on behalf of CONSULTANT, any Federal, State, or
19 local tax, including, but not limited to, any personal income tax, owed by CONSULTANT.

20 16.7. CONSULTANT is, and at all times during the term of this Agreement, shall represent
21 and conduct itself as an independent contractor, not as an employee of IVRMA.

22 16.8. CONSULTANT shall not have the authority, express or implied, to act on behalf of, bind
23 or obligate IVRMA in any way without the written consent of IVRMA.

24 17. INSURANCE.

25 Throughout the life of this Agreement, Consultant shall pay for and maintain in full force and
26 effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by
27 the California Insurance Commissioner to do business in the State of California and rated not less than
28 "A- VII" in Best's Insurance Rating Guide, or (ii) as may be authorized in writing by IVRMA's

1 Executive Director or his/her designee at any time and in his/her sole discretion. The following policies
2 of insurance are required:

3 (i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as the
4 most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form
5 CG 00 01 and include insurance for “bodily injury,” “property damage” and “personal and advertising
6 injury” with coverage for premises and operations (including the use of owned and non-owned
7 equipment), products and completed operations, and contractual liability (including, without limitation,
8 indemnity obligations under the Agreement) with limits of liability of not less than the following:

9 \$2,000,000 per occurrence for bodily injury and property damage

10 \$1,000,000 per occurrence for personal and advertising injury

11 \$4,000,000 aggregate for products and completed operations

12 \$4,000,000 general aggregate

13 (ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as
14 the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01,
15 and include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code
16 1 - Any Auto) with limits of liability of not less than \$2,000,000 per accident for bodily injury and
17 property damage.

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

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

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

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

27 Consultant shall be responsible for payment of any deductibles contained in any insurance policies
28 required hereunder and Consultant shall also be responsible for payment of any self-insured retentions.

1 Any deductibles or self-insured retentions must be declared to, and approved by, the IVRMA's
2 Executive Director or his/her designee in his/her sole discretion. At the option of the IVRMA's
3 Executive Director or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or
4 self-insured retentions as respects IVRMA, its members, board members, officers, officials, employees
5 and agents; or (ii) Consultant shall provide a financial guarantee, satisfactory to the IVRMA's Executive
6 Director or his/her designee in his/her sole discretion, guaranteeing payment of losses and related
7 investigations, claim administration and defense expenses. At no time shall IVRMA be responsible for
8 the payment of any deductibles or self-insured retentions.

9 All policies of insurance required hereunder shall be endorsed to provide that the coverage shall
10 not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written
11 notice has been given to IVRMA. Upon issuance by the insurer, broker, or agent of a notice of
12 cancellation, non-renewal, or reduction in coverage or in limits, Consultant shall furnish IVRMA with a
13 new certificate and applicable endorsements for such policy(ies). In the event any policy is due to
14 expire during the work to be performed for IVRMA, Consultant shall provide a new certificate, and
15 applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the
16 expiration date of the expiring policy.

17 The General Liability and Automobile Liability insurance policies shall be written on an
18 occurrence form. The General Liability (including ongoing operations and completed operations) and
19 Automobile Liability insurance policies shall name IVRMA, its members, board members, officers,
20 officials, employees and agents as an additional insured. All such policies of insurance shall be
21 endorsed so Consultant's insurance shall be primary and no contribution shall be required of IVRMA, its
22 members, board members, officers, officials, employees, agents or volunteers. The coverage(s) shall
23 contain no special limitations on the scope of protection afforded to IVRMA, its members, board
24 members, officers, officials, employees and agents. The Workers' Compensation insurance policy shall
25 contain a waiver of subrogation as to IVRMA, its members, board members, officers, employees, agents
26 and volunteers. Should Consultant maintain insurance with broader coverage and/or limits of liability
27 greater than those shown above, IVRMA requires and shall be entitled to the broader coverage and/or
28

1 the higher limits of liability maintained by Consultant. Any available insurance proceeds in excess of
2 the specified minimum limits of insurance and coverage shall be available to IVRMA.

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

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

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

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

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

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

15 Consultant shall furnish IVRMA with all certificate(s) and applicable endorsements effecting
16 coverage required hereunder. **All certificates and applicable endorsements are to be received and**
17 **approved by IVRMA's Executive Director or his/her designee in his/her sole discretion prior to**
18 **IVRMA's execution of the AGREEMENT and before work commences.** Upon request of IVRMA,
19 Consultant shall immediately furnish IVRMA with a complete copy of any insurance policy required
20 under this Agreement, including all endorsements, with said copy certified by the underwriter to be a
21 true and correct copy of the original policy. This requirement shall survive expiration or termination of
22 this Agreement.

23 If at any time during the life of the Agreement or any extension, Consultant or any of its sub-
24 Consultants fail to maintain any required insurance in full force and effect, all work under this
25 Agreement shall be discontinued immediately, until notice is received by IVRMA that the required
26 insurance has been restored to full force and effect and that the premiums therefore have been paid for a
27 period satisfactory to IVRMA. Any failure to maintain the required insurance shall be sufficient cause
28

1 for IVRMA to terminate this Agreement. No action taken by IVRMA hereunder shall in any way
2 relieve Consultant of its responsibilities under this Agreement.

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

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

18 18. ASSIGNMENT.

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

22 19. NON-DISCRIMINATION.

23 During the performance of this Agreement, CONSULTANT shall not unlawfully discriminate
24 against any employee or applicant for employment or employee of IVRMA or member of the public
25 because of race, religion, color, national status, age, or sex. CONSULTANT shall ensure that the
26 evaluation and treatment of its employees and applicants for employment and employees and members
27 of the public are free of such discrimination. CONSULTANT shall comply with all provisions of the
28 Fair Employment and Housing Act (Government Code §12900, *et seq.*). The applicable regulations of

1 the Fair Employment Housing Commission implementing Government Code §12900 set forth in
2 Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this
3 Agreement by reference and made a part hereof as if set forth in full. CONSULTANT shall abide by the
4 Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and
5 regulations issued pursuant to said Act. CONSULTANT shall also abide by the American Disabilities
6 Act and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.
7 CONSULTANT shall give written notice of its obligations under this clause to labor organizations with
8 which it has a collective bargain or other agreement. CONSULTANT shall include the non-
9 discrimination and compliance provision of this paragraph in all subcontracts to perform work pursuant
10 to this Agreement.

11 20. NOTICES AND REPORTS.

12 20.1. All notices and reports pursuant to this Agreement shall be in writing and may be given
13 by personal delivery or by mailing by certified mail, addressed as follows:

14 **IVRMA**

15 Attn: Executive Director
16 IVRMA
17 300 S Imperial Avenue, Suite 6
El Centro, CA 92243

CONSULTANT

Attn: Project Manager
Jorge Rubio dba Rubio Tire Co.
588 South 4th Street
El Centro, CA 92243

18 20.2. All notices and reports pursuant to this Agreement may be given by personal delivery or
19 by mailing by certified mail at such other address as either Party may designate in a notice to the other
20 Party given in such manner.

21 20.3. Any notice given by mail shall be considered given when deposited in the United States
22 Mail, postage prepaid, addressed as provided herein.

23 21. ENTIRE AGREEMENT.

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

27 ///

28 ///

1 22. MODIFICATION.

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

4 23. PARTIAL INVALIDITY.

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

8 24. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.

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

16 25. WAIVER.

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

20 26. CHOICE OF LAW.

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

24 27. ATTORNEY'S FEES.

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

27 ///

28 ///

1 28. AUTHORITY.

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

4 28.1. He/She is duly authorized to execute and deliver this Agreement on behalf of
5 CONSULTANT;

6 28.2. Such execution and delivery is in accordance with the terms of the Articles of
7 Incorporation or Partnership, any by-laws or Resolutions of CONSULTANT and;

8 28.3. This Agreement is binding upon CONSULTANT accordance with its terms.

9 29. COUNTERPARTS.

10 This Agreement may be executed in counterparts.

11 30. REVIEW OF AGREEMENT TERMS.

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

16 31. NON-APPROPRIATION.

17 31.1. All obligations of IVRMA are subject to appropriation of resources by various federal,
18 State, and local agencies, including but not limited to the U.S. Department of Transportation
19 (“DOT”) and the California Department of Transportation (“Caltrans”).

20 31.2. This Agreement is valid and enforceable only if sufficient funds are made available to
21 IVRMA for the purposes of this Project. In addition, this Agreement is subject to any additional
22 restrictions, limitations, conditions, or any statute enacted by Congress, State Legislature, or
23 IVRMA, and any regulations prescribed therefrom, that may affect the provisions, terms, or
24 funding of this Agreement.

25 31.3. If sufficient funds for the Project are not appropriated, this Agreement may be amended
26 or terminated in order to reflect said reduction in funding.

27 ///

28 ///

1 32. PREVAILING WAGE.

2 32.1. CONSULTANT acknowledges that any work that qualifies as a “public work” within the
3 meaning of California Labor Code section 1720 shall cause CONSULTANT, and its sub-
4 consultants, to comply with the provisions of California Labor Code sections 1775 et seq.

5 32.2. When applicable, copies of the prevailing rate of per diem wages shall be on file at
6 IVRMA and available to any interested party upon request. CONSULTANT shall post copies of
7 the prevailing wage rate of per diem wages at the Project site.

8 32.3. CONSULTANT hereby acknowledges and stipulates to the following:

9 32.3.1. CONSULTANT has reviewed and agrees to comply with the provisions of Labor
10 Code section 1776 regarding retention and inspection of payroll records and
11 noncompliance penalties; and

12 32.3.2. CONSULTANT has reviewed and agrees to comply with the provisions of Labor
13 Code section 1777.5 regarding employment of registered apprentices; and

14 32.3.3. CONSULTANT has reviewed and agrees to comply with the provisions of Labor
15 Code section 1810 regarding the legal day’s work; and

16 32.3.4. CONSULTANT has reviewed and agrees to comply with the provisions of Labor
17 Code section 1813 regarding forfeiture for violations of the maximum hours per day and
18 per week provisions contained in the same chapter.

19 32.3.5. CONSULTANT has reviewed and agrees to comply with any applicable
20 provisions for those Projects subject to Department of Industrial Relations (DIR)
21 Monitoring and Enforcement of prevailing wages. IVRMA hereby notifies
22 CONSULTANT that CONSULTANT is responsible for complying with the requirements
23 of Senate Bill 854 (SB854) regarding certified payroll record reporting. Further
24 information concerning the requirements of SB854 is available on the DIR website
25 located at: <http://www.dir.ca.gov/Public-Works/PublicWorksEnforcement.html>.

26 33. WORKERS’ COMPENSATION CERTIFICATION.

27 33.1. Prior to the commencement of work, CONSULTANT shall sign and file with IVRMA
28 the following certification: “I am aware of the provisions of California Labor Code §§3700 et

1 seq. which require every employer to be insured against liability for workers' compensation or to
2 undertake self-insurance in accordance with the provisions of that code, and I will comply with
3 such provisions before commencing the performance of the work of this contract.”

4 33.2. This certification is included in this Agreement and signature of the Agreement shall
5 constitute signing and filing of the certificate.

6 33.3. CONSULTANT understands and agrees that any and all employees, regardless of hire
7 date, shall be covered by Workers' Compensation pursuant to statutory requirements prior to
8 beginning work on the Project.

9 33.4. If CONSULTANT has no employees, initial here: _____.

10 34. DISADVANTAGED BUSINESS ENTITY COMPLIANCE.

11 34.1. When applicable, CONSULTANT represents and warrants that it has fully read the
12 applicable Disadvantaged Business Enterprise (“DBE”) requirements pertaining to this Project
13 and has fully and accurately completed any and all required DBE forms.

14 34.2. CONSULTANT represents and warrants that it will comply with all applicable DBE
15 requirements for this Project.

16 34.3. CONSULTANT shall comply with any applicable DBE provisions attached hereto as
17 **Exhibit “D”** and incorporated by this reference as though fully set forth herein.

18 34.4. If any state or federal funds are withheld from IVRMA or not reimbursed to IVRMA due
19 to CONSULTANT's failure to either comply with the DBE requirements set forth in the RFP
20 and this Agreement, or to meet the mandatory DBE goals as determined by IVRMA, Caltrans,
21 the Federal Highway Administration, and/or any other state or federal agency contributing funds
22 to the Project, then CONSULTANT shall fully reimburse IVRMA the amount of funding lost.
23 IVRMA reserves the right to deduct any such loss in funding from the amount of compensation
24 due to CONSULTANT under this Agreement.

25 34.5. In addition to the above, CONSULTANT's failure to comply with DBE
26 requirements/goals shall subject it to such sanctions as are permitted by law, which may include,
27 but shall not be limited to the following:

28 34.5.1. Termination of this Agreement;

1 34.5.2. Withholding monthly progress payments;
2 34.5.3. Compensatory, special, incidental, liquidated and other damages; and/or
3 34.5.4. Designation of CONSULTANT as “nonresponsible,” and disqualification from
4 bidding on future public works projects advertised by IVRMA.

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

7 **IMPERIAL VALLEY RESOURCE**
8 **MANAGEMENT AGENCY**

JORGE RUBIO dba Rubio Tire Co.

9
10 By: _____
11 MIKE GOODSSELL
12 Chair of the Board of Directors

By: _____
JORGE RUBIO

13 **ATTEST:**

14 By: _____
15 CRISTI LERMA
16 Secretary to IVRMA

17 **APPROVED AS TO FORM:**

18
19 By: _____
20 ERIC HAVENS
21 IVRMA Counsel

Rubio Tire Co.
588 South 4th St.
El Centro, CA 92243
rubiotiresco@gmail.com
(760) 353-8473

Letter of Intent

This is a letter of intent to provide collection, transportation, and waste tire disposal to the Imperial Valley Resource Management Agency for a period of two years starting on March 22, 2023 and ending on June 30, 2025. Tire disposal fee will be \$4.50 per tire, price is subject to change, the customer will be given written notification 60 days before any changes in pricing occurs.

Thank you,

Jorge Rubio

A handwritten signature in black ink, appearing to read 'Jorge Rubio', is written over the printed name. The signature is fluid and cursive, with a large loop at the beginning and a smaller loop at the end.

V. ACTION CALENDAR

V. ACTION CALENDAR

- I. Clean Earth Environmental Services Inc. Fifth Modification
 1. Authorize the Chairperson to execute the Fifth Modification of the Clean Earth Environmental Services, Inc. Agreement for July 1, 2023, to June 30, 2024.



300 S. IMPERIAL AVE., SUITE 6
EL CENTRO, CA 92243-2875
PHONE: (760) 337-4537
FAX: (760) 337-3184

June 7, 2023

ICTC Management Committee
Imperial Valley Resource Management Agency
300 S. Imperial Ave. Suite 6
El Centro, CA 92243

SUBJECT: Clean Earth Environmental Services Inc. Fifth Modification

Dear Committee Members:

IVRMA would like to extend the service agreement between IVRMA and Clean Earth Environmental Services Inc. from July 1, 2023, through June 30, 2024, for hazardous waste transportation and disposal services. The proposed extension for the agreement is for a one-year period. Clean Earth transports the household hazardous waste collected from all three household hazardous waste (HHW) facilities for proper recycling or disposal. Fees associated with this contract include "Task 1; Management of Certified Oil Collection Centers/ Household Hazardous Waste Collection Facilities" and "Task 2; Annual Transportation and Disposal Costs". An updated list of itemized disposal fees is attached for your review.

IVRMA only pays Clean Earth when services are requested and provided. The agreement is essential for the continued operations of the HHW Collection Facilities.

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

1. Authorize the Chairperson to execute the Fifth Modification of the Clean Earth Environmental Services, Inc. Agreement for July 1, 2023, to June 30, 2024.

Sincerely,

David Aguirre
Executive Director

Attachment

**SERVING THE CITIES OF BRAWLEY, CALEXICO, CALIPATRIA, EL CENTRO, HOLTVILLE,
IMPERIAL, WESTMORLAND, AND IMPERIAL COUNTY**

1 **SEVENTH AMENDMENT**

2 **Clean Earth Environmental Solutions, Inc.**

3 THIS SEVENTH AMENDMENT (“Amendment”) is entered into as of _____,
4 2023 between **CLEAN EARTH ENVIRONMENTAL SOLUTIONS, INC.**, (formerly known as
5 Stericycle Environmental Solutions, Inc.), a Delaware corporation licensed to do business in California
6 (“CLEAN EARTH”) on behalf of itself and its affiliates; and the **IMPERIAL VALLEY RESOURCE**
7 **MANAGEMENT AGENCY** (“IVRMA”). Collectively, CLEAN EARTH and IVRMA are referred to
8 as “the Parties.”

9 **RECITALS**

10 **WHEREAS**, Stericycle Environmental Solutions, Inc. and IVRMA entered into that certain
11 Management and Operations Services First Amended Agreement for Three (3) Certified Oil Collection
12 Centers / Household Hazardous Waste Collection Facilities, dated June 24, 2015, as amended by a First
13 Amendment on June 22, 2016, a Second Amendment on June 28, 2017, a Third Amendment on September
14 25, 2019, an Assignment and Fourth Amendment on May 27, 2020, a Fifth Amendment on June 23, 2021,
15 and a Sixth Amendment on June 22, 2022 (as amended, the “Agreement”); and

16 **WHEREAS**, the Agreement was inadvertently and purportedly assigned by CLEAN EARTH to
17 HARSCO CORPORATION (“HARSCO”), with the consent of IVRMA in the Assignment and Fourth
18 Amendment; HARSCO did not sign the Assignment and Fourth Amendment; and notwithstanding the
19 purported assignment, CLEAN EARTH continues to provide the services under the Agreement; and

20 **WHEREAS**, the Parties agree that CLEAN EARTH remained the contracting party from May 27,
21 2020 through June 30, 2021, and continues to be the contracting party as of the date of this Seventh
22 Amendment; and

23 **WHEREAS**, the Parties wish to amend the Agreement as more particularly set forth in in this
24 Seventh Amendment and extend the Agreement for an additional fiscal year FY 2023-2024.

25 **NOW, THEREFORE**, in consideration of their mutual covenants, the Parties agree to the
26 following:

27 **A. CLARIFICATION ON ASSIGNMENT.**

28 The Parties agree that CLEAN EARTH has remained the contracting party throughout the term of

1 the Agreement. IVRMA hereby consents to the sale of CLEAN EARTH by Stericycle Inc. to HARSCO.

2 **B. DURATION OF AGREEMENT**

3 IVRMA and CLEAN EARTH agree to a contract extension for a period of one (1) year, subject to
4 annual renewal thereafter upon the mutual consent of both parties. The one (1) year extension period begins
5 on July 1, 2023 and ends on June 30, 2024.

6 **C. COMPENSATION**

7 IVRMA and CLEAN EARTH have agreed to a price increase for the services specified in the Letter
8 of Intent dated March 31, 2023, sent by CLEAN EARTH to IVRMA, and the terms, conditions, and
9 considerations stated therein are hereby incorporated by reference into this Agreement as “**Exhibit A**”, and
10 is appended hereto.

11 **D. SAME TERMS AND CONDITIONS.**

12 All other terms and conditions of the Agreement not in conflict with this Amendment shall remain
13 in full force and effect.

14 **IN WITNESS WHEREOF**, the Parties have executed this Amendment on the day and year first
15 above written.

16 **IMPERIAL VALLEY RESOURCE**
17 **MANAGEMENT AGENCY**

CLEAN EARTH

18
19 By: _____
20 MIKE GOODSSELL
21 Chair of the Board of Directors

By: _____
DAVID STANTON
CEO

22 **ATTEST:**

23
24 By: _____
25 CRISTI LERMA
Secretary to IVRMA

26 **APPROVED AS TO FORM:**

27
28 By: _____
ERIC HAVENS, County Counsel

March 31, 2023

Imperial Valley Resource Management Agency
300 South Imperial Ave., Suite 6
El Centro, CA 92243

Subject: Letter of Intent for FY 2023/2024 Management and Operation of IVRMA Certified Oil Collection Centers / Household Hazardous Waste Collection Facilities and Other Associated Activities

Clean Earth Environmental Solutions, Inc. is pleased to submit this letter of intent for continued management and operation of three Certified Oil Collection Centers / Household Hazardous Waste Collection Facilities and other associated services for the Fiscal Year 2023/2024. Clean Earth has the expertise and experience in operating and managing certified oil collection centers / HHW collection facilities. We are confident that you will continue to be pleased with our high quality, responsive, and concise approaches in our hazardous waste performance. For this renewal, Clean Earth is requesting a rate adjustment based on the recent year's **CPI increase of 6.4%** to Task 1 "Management of Certified Oil Collection Centers/Household Hazardous Waste Collection Facilities" and Task 2 "Estimated Annual Disposal Costs". If agreed to, all contract rates will be increased by 6.4% and a new disposal rate list will be provided as a reference.

SCOPE OF WORK

The scope of work is described below:

Task - 1: Management of Certified Oil Collection Centers / Household Hazardous Waste Collection Facilities

This task includes management and operation of the El Centro, Brawley, and Calexico certified oil collection centers / household hazardous waste (HHW) collection facilities. The El Centro, Brawley and Calexico centers and HHW collection facilities will be operated on a weekly flat fee basis. The flat fee includes performing opening and closing inspections of the HHW collection facilities; receiving household hazardous wastes from Imperial Valley residents; segregating, bulking, labpacking and profiling of all wastes received. Specifically, Clean Earth aims to organize the waste materials into bulk profiles such that maximum use of approved transportation carrier packages may be utilized while minimizing costs. This task shall be completed on a flat fee basis and covered by CalRecycle Used Oil Payment Program Grant funding.

EXHIBIT A

Services	Quantity	Rate
Hazardous Waste Technician (Except Holiday Weekends)	2 Technicians	\$824.60/5 hour day
	1 Technician	\$618.45/5 hour day

Task - 2: Hazardous Waste Disposal and Other IVRMA Activities

This task includes hazardous waste disposal services and other outside contracted activities.

Services	Rate
Estimated Annual Disposal Costs*	6.4% increase to 2022/2023 disposal rate list

*Estimated annual disposal costs include transportation charges, labor fees (i.e. driver, chemist, etc), E&I, supplies, equipment and disposal charges. The estimated annual disposal costs above are based on the information provided and will be confirmed following receipt of a completed waste profile. All pricing is pending profile approval and/or waste sample analysis.

Clean Earth appreciates the opportunity to provide continued services to the IVRMA. If you have any questions, please feel free to contact me anytime.

Warmly,



HHW Account Manager
Clean Earth Environmental Services, Inc.

V. ACTION CALENDAR

V. ACTION CALENDAR

J. EFR Environmental Services Agreement

1. Authorize the Chairperson to execute the EFR Environmental Services. one-year agreement, for July 1, 2023, through June 30, 2024.



300 S. IMPERIAL AVE., SUITE 6
EL CENTRO, CA 92243-2875
PHONE: (760) 337-4537
FAX: (760) 337-3184

June 7, 2023

ICTC Management Committee
Imperial Valley Resource Management Agency
300 S. Imperial Ave. Suite 6
El Centro, CA 92243

SUBJECT: EFR Environmental Services Agreement

Dear Committee Members:

IVRMA has developed a one-year service agreement between IVRMA and EFR Environmental Services for proper recycling/disposal of waste oil and waste antifreeze as part of the operations of IVRMA's used oil program. These services will be provided for IVRMA's three household hazardous waste (HHW) facilities (e.g., Cities of Brawley, Calexico, and El Centro). Fees associated with this contract are as follows, \$65 for waste oil pick up and disposal and \$50 for bulk antifreeze pick up and disposal. The EFR Quote-Working Agreement is attached for your review.

IVRMA only pays EFR Environmental Services when services are requested and provided. The agreement is essential for the continued operations of the State Used Oil Grant.

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

1. Authorize the Chairperson to execute the EFR Environmental Services. one-year agreement, for July 1, 2023, through June 30, 2024.

Sincerely,

David Aguirre
Executive Director

Attachment

**SERVING THE CITIES OF BRAWLEY, CALEXICO, CALIPATRIA, EL CENTRO, HOLTVILLE,
IMPERIAL, WESTMORLAND, AND IMPERIAL COUNTY**

1 **AGREEMENT FOR SERVICES**

2 **EFR Environmental Services Inc.**

3 THIS AGREEMENT FOR SERVICES (“Agreement”), made and entered into this _____ day
4 of _____, 2023, is by and between the **IMPERIAL VALLEY RESOURCE**
5 **MANAGEMENT AGENCY (“IVRMA”)** and **EFR ENVIRONMENTAL SERVICES INC.**, an active
6 California corporation (“CONSULTANT”) (individually, “Party;” collectively, “Parties”).

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

8 **WHEREAS**, IVRMA desires to retain a qualified individual, firm or business entity to provide
9 professional services for Tanker Bulk Oil & Antifreeze Disposal Services (“the Project”); and

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

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

14 1. **DEFINITIONS.**

15 1.1. “Proposal” shall mean CONSULTANT’s proposal entitled “Quote Working Agreement”
16 dated March 17, 2023. The Proposal is attached as **Exhibit “A”** and incorporated herein by this reference.

17 2. **CONTRACT COORDINATION.**

18 CONSULTANT shall assign a single Contract Manager to have overall responsibility for the
19 progress and execution of this Agreement. Maricela Galarza is hereby designated as the Contract Manager
20 for CONSULTANT. Should circumstances or conditions subsequent to the execution of this Agreement
21 require a substitute Contract Manager for any reason, the Contract Manager’s designee shall be subject to
22 the prior written acceptance and approval of IVRMA.

23 3. **DESCRIPTION OF WORK.**

24 3.1. CONSULTANT shall provide all materials and labor to perform this Agreement. In the
25 event of a conflict among this Agreement and the Proposal, this Agreement shall take precedence over the
26 Proposal.

27 3.2. CONSULTANT shall perform additional or extra work if required, utilizing the per hour
28 rate set forth in **Exhibit “A”**.

1 4. WORK TO BE PERFORMED BY CONSULTANT.

2 4.1. CONSULTANT shall comply with all terms, conditions and requirements of the Proposal
3 and this Agreement.

4 4.2. CONSULTANT shall perform such other tasks as necessary and proper for the full
5 performance of the obligations assumed by CONSULTANT hereunder.

6 4.3. CONSULTANT shall:

7 4.3.1. Procure all permits and licenses, pay all charges and fees, and give all notices that
8 may be necessary and incidental to the due and lawful prosecution of the services to be performed
9 by CONSULTANT pursuant to this Agreement;

10 4.3.2. Use the standard of care usual to CONSULTANT's profession to keep itself fully
11 informed of all applicable existing and proposed federal, state and local laws, ordinances,
12 regulations, orders and decrees which may affect those engaged or employed under this Agreement,
13 any materials used in CONSULTANT's performance under this Agreement or the conduct of the
14 services under this Agreement;

15 4.3.3. At all times observe and comply with, and cause all of its employees to observe and
16 comply with all of said laws, ordinances, regulations, orders and decrees mentioned above; and

17 4.3.4. Immediately report to IVRMA in writing any discrepancy or inconsistency it
18 discovers in said laws, ordinances, regulations, orders and decrees mentioned above in relation to
19 any plans, drawings, specifications or provisions of this Agreement.

20 4.4. Any videotape, reports, information, data or other material given to, or prepared or
21 assembled by, CONSULTANT pursuant to this Agreement shall be the property of IVRMA and shall not
22 be made available to any individual or organization by CONSULTANT without the prior written approval
23 of IVRMA. The preceding restriction shall not apply to information which is in the public domain, was
24 previously known to CONSULTANT, was acquired by CONSULTANT from others who have no
25 confidential relationship to IVRMA with respect to same, or which through no fault of CONSULTANT
26 comes into the public domain. CONSULTANT shall not be restricted from releasing information,
27 including confidential information, in response to a subpoena, court order, or other legal process.
28 CONSULTANT shall not be required to resist such subpoena, court order, or legal process, but shall

1 promptly notify IVRMA in writing of the demand for information before responding to such demand.

2 5. REPRESENTATIONS BY CONSULTANT.

3 5.1. CONSULTANT understands and agrees that IVRMA has limited knowledge in the multiple
4 areas specified in the Proposal. CONSULTANT has represented itself to have experience in these fields
5 and understands that IVRMA is relying upon such representation.

6 5.2. Subject to 5.2.1, CONSULTANT represents and warrants that it is a lawful entity
7 possessing all required licenses and authorities to do business in the State of California and perform all
8 aspects of this Agreement.

9 5.2.1. CONSULTANT shall not commence any work pursuant to this Agreement or
10 provide any other services, or materials, in connection therewith until CONSULTANT has received
11 written authorization from IVRMA to do so.

12 5.3. CONSULTANT represents and warrants that the people executing this Agreement on behalf
13 of CONSULTANT have the authority of CONSULTANT to sign this Agreement and bind
14 CONSULTANT to the performance of all duties and obligations assumed by CONSULTANT herein.

15 5.4. CONSULTANT represents and warrants that any employee, contractor and/or agent who
16 will be performing any of the duties and obligations of CONSULTANT herein possess all required licenses
17 and authorities, as well as the experience and training, to perform such tasks.

18 5.5. CONSULTANT represents and warrants that the allegations contained in the Proposal are
19 true and correct.

20 5.6. CONSULTANT understands that IVRMA considers the representations made herein to be
21 material and would not enter into this Agreement with CONSULTANT if such representations were not
22 made.

23 6. COMPENSATION.

24 The total compensation payable under this Agreement shall not exceed [] dollars (\$[]) unless
25 otherwise previously agreed to by IVRMA.

26 7. PAYMENT.

27 CONSULTANT will bill IVRMA on a time and material basis upon completion of the project or as
28 set forth in the cost schedule attached hereto as **Exhibit "A"**. IVRMA shall pay CONSULTANT for

1 completed and approved services upon presentation of its itemized billing. Notwithstanding the foregoing,
2 IVRMA shall retain 10% of the total compensation until the work to be performed has been completed in
3 accordance with this Agreement, as determined by IVRMA, and payment in full of all subcontractors of
4 CONSULTANT.

5 8. METHOD OF PAYMENT.

6 8.1 CONSULTANT shall at any time prior to the 15th day of any month, submit to IVRMA a
7 written claim for compensation for services performed. The claim shall be in a format approved by
8 IVRMA. CONSULTANT may expect to receive payment within a reasonable time thereafter and in any
9 event in the normal course of business within thirty (30) days after the claim is submitted.

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

11 9.1. This Agreement shall commence on the date first written above and shall remain in effect
12 through June 30, 2024 unless otherwise terminated as provided herein.

13 9.2. Program scheduling shall be as described in Exhibit "A" unless revisions to Exhibit "A" are
14 approved by both IVRMA and CONSULTANT's Contract Manager. Time extensions may be allowed for
15 delays caused by IVRMA, other governmental agencies, or factors not directly brought about by the
16 negligence or lack of due care on the part of CONSULTANT.

17 10. SUSPENSION OF AGREEMENT.

18 IVRMA shall have the authority to suspend this Agreement, wholly or in part, for such period as
19 deemed necessary due to unfavorable conditions or to the failure on the part of CONSULTANT to perform
20 any provision of this Agreement. CONSULTANT will be paid the compensation due and payable to the
21 date of suspension.

22 11. SUSPENSION AND/OR TERMINATION.

23 11.1. IVRMA retains the right to terminate this Agreement for any reason by notifying
24 CONSULTANT in writing seven (7) days prior to termination and by paying the compensation due and
25 payable to the date of termination; provided, however, if this Agreement is terminated for fault of
26 CONSULTANT, IVRMA shall be obligated to compensate CONSULTANT only for that portion of
27 CONSULTANT's services which have been performed in accordance with the terms and conditions of this
28 Agreement. Said compensation is to be arrived at by mutual agreement between IVRMA and

1 CONSULTANT; should the Parties fail to agree on said compensation, an independent arbitrator shall be
2 appointed and the decision of the arbitrator shall be binding upon the Parties.

3 11.2. Upon such termination, CONSULTANT shall immediately turn over to IVRMA any and all
4 copies of videotapes, studies, sketches, drawings, computations and other data, whether or not completed,
5 prepared by CONSULTANT in connection with this Agreement. Such materials shall become the
6 permanent property of IVRMA.

7 12. INSPECTION.

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

13 13. OWNERSHIP OF MATERIALS.

14 All original drawings, videotapes and other materials prepared by or in possession of
15 CONSULTANT pursuant to this Agreement shall become the permanent property of IVRMA and shall be
16 delivered to IVRMA upon demand.

17 14. INTEREST OF CONSULTANT.

18 14.1. CONSULTANT covenants that it presently has no interest, and shall not acquire any
19 interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the
20 performance of the services hereunder.

21 14.2. CONSULTANT covenants that, in the performance of this Agreement, no sub-contractor or
22 person having such an interest shall be employed.

23 14.3. CONSULTANT certifies that no one who has or will have any financial interest pursuant to
24 this Agreement is an officer or employee of IVRMA.

25 15. INDEMNIFICATION.

26 A. Indemnity for Professional Services. To the furthest extent allowed by law, Consultant
27 shall indemnify, hold harmless and defend IVRMA and its members, board members, officers, officials,
28 employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and

1 damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at
2 any time and property damage), and from any and all claims, demands and actions in law or equity
3 (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the
4 negligence, recklessness or willful misconduct of Consultant, its principals, officers, employees, agents
5 or volunteers in the performance of professional services under this Agreement.

6 B. Other Indemnities. Other than in the performance of professional services, and to the
7 fullest extent allowed by law, Consultant shall indemnify, hold harmless and defend IVRMA and its
8 members, board members, officers, officials, employees, agents and volunteers from any and all loss,
9 liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability,
10 including but not limited to personal injury, death at any time and property damage), and from any and
11 all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation
12 expenses) arising or alleged to have arisen directly or indirectly out of performance of this Agreement.
13 Consultant's obligations under the preceding sentence shall apply regardless of whether IVRMA or any
14 of its members, board members, officers, officials, employees, agents or volunteers are negligent, but
15 shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the
16 gross negligence, or caused by the willful misconduct, of IVRMA, or any of its members, board
17 members, officers, officials, employees, agents or volunteers.

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

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

23 16. INDEPENDENT CONTRACTOR.

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

27 16.1. CONSULTANT is not an employee or agent of IVRMA and is only responsible for the
28 requirements and results specified by this Agreement or any other agreement.

1 16.2. CONSULTANT shall be responsible to IVRMA only for the requirements and results
2 specified by this Agreement and except as specifically provided in this Agreement, shall not be subject
3 to IVRMA's control with respect to the physical actions or activities of CONSULTANT in fulfillment
4 of the requirements of this Agreement.

5 16.3. CONSULTANT is not, and shall not be, entitled to receive from, or through, IVRMA,
6 and IVRMA shall not provide, or be obligated to provide, CONSULTANT with Worker's
7 Compensation coverage or any other type of employment or worker insurance or benefit coverage
8 required or provided by any Federal, State or local law or regulation for, or normally afforded to, an
9 employee of IVRMA.

10 16.4. CONSULTANT shall not be entitled to have IVRMA withhold or pay, and IVRMA shall
11 not withhold or pay, on behalf of CONSULTANT, any tax or money relating to the Social Security Old
12 Age Pension Program, Social Security Disability Program, or any other type of pension, annuity, or
13 disability program required or provided by any Federal, State or local law or regulation.

14 16.5. CONSULTANT shall not be entitled to participate in, or receive any benefit from, or
15 make any claim against any IVRMA fringe program, including, but not limited to, IVRMA's pension
16 plan, medical and health care plan, dental plan, life insurance plan, or any other type of benefit program,
17 plan, or coverage designated for, provided to, or offered to IVRMA's employee.

18 16.6. IVRMA shall not withhold or pay, on behalf of CONSULTANT, any Federal, State, or
19 local tax, including, but not limited to, any personal income tax, owed by CONSULTANT.

20 16.7. CONSULTANT is, and at all times during the term of this Agreement, shall represent
21 and conduct itself as an independent contractor, not as an employee of IVRMA.

22 16.8. CONSULTANT shall not have the authority, express or implied, to act on behalf of, bind
23 or obligate IVRMA in any way without the written consent of IVRMA.

24 17. INSURANCE.

25 Throughout the life of this Agreement, Consultant shall pay for and maintain in full force and
26 effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by
27 the California Insurance Commissioner to do business in the State of California and rated not less than
28 "A- VII" in Best's Insurance Rating Guide, or (ii) as may be authorized in writing by IVRMA's

1 Executive Director or his/her designee at any time and in his/her sole discretion. The following policies
2 of insurance are required:

3 (i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as the
4 most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form
5 CG 00 01 and include insurance for “bodily injury,” “property damage” and “personal and advertising
6 injury” with coverage for premises and operations (including the use of owned and non-owned
7 equipment), products and completed operations, and contractual liability (including, without limitation,
8 indemnity obligations under the Agreement) with limits of liability of not less than the following:

9 \$2,000,000 per occurrence for bodily injury and property damage

10 \$1,000,000 per occurrence for personal and advertising injury

11 \$4,000,000 aggregate for products and completed operations

12 \$4,000,000 general aggregate

13 (ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as
14 the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01,
15 and include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code
16 1 - Any Auto) with limits of liability of not less than \$2,000,000 per accident for bodily injury and
17 property damage.

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

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

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

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

27 Consultant shall be responsible for payment of any deductibles contained in any insurance policies
28 required hereunder and Consultant shall also be responsible for payment of any self-insured retentions.

1 Any deductibles or self-insured retentions must be declared to, and approved by, the IVRMA's
2 Executive Director or his/her designee in his/her sole discretion. At the option of the IVRMA's
3 Executive Director or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or
4 self-insured retentions as respects IVRMA, its members, board members, officers, officials, employees
5 and agents; or (ii) Consultant shall provide a financial guarantee, satisfactory to the IVRMA's Executive
6 Director or his/her designee in his/her sole discretion, guaranteeing payment of losses and related
7 investigations, claim administration and defense expenses. At no time shall IVRMA be responsible for
8 the payment of any deductibles or self-insured retentions.

9 All policies of insurance required hereunder shall be endorsed to provide that the coverage shall
10 not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written
11 notice has been given to IVRMA. Upon issuance by the insurer, broker, or agent of a notice of
12 cancellation, non-renewal, or reduction in coverage or in limits, Consultant shall furnish IVRMA with a
13 new certificate and applicable endorsements for such policy(ies). In the event any policy is due to
14 expire during the work to be performed for IVRMA, Consultant shall provide a new certificate, and
15 applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the
16 expiration date of the expiring policy.

17 The General Liability and Automobile Liability insurance policies shall be written on an
18 occurrence form. The General Liability (including ongoing operations and completed operations) and
19 Automobile Liability insurance policies shall name IVRMA, its members, board members, officers,
20 officials, employees and agents as an additional insured. All such policies of insurance shall be
21 endorsed so Consultant's insurance shall be primary and no contribution shall be required of IVRMA, its
22 members, board members, officers, officials, employees, agents or volunteers. The coverage(s) shall
23 contain no special limitations on the scope of protection afforded to IVRMA, its members, board
24 members, officers, officials, employees and agents. The Workers' Compensation insurance policy shall
25 contain a waiver of subrogation as to IVRMA, its members, board members, officers, employees, agents
26 and volunteers. Should Consultant maintain insurance with broader coverage and/or limits of liability
27 greater than those shown above, IVRMA requires and shall be entitled to the broader coverage and/or
28

1 the higher limits of liability maintained by Consultant. Any available insurance proceeds in excess of
2 the specified minimum limits of insurance and coverage shall be available to IVRMA.

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

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

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

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

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

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

15 Consultant shall furnish IVRMA with all certificate(s) and applicable endorsements effecting
16 coverage required hereunder. **All certificates and applicable endorsements are to be received and**
17 **approved by IVRMA's Executive Director or his/her designee in his/her sole discretion prior to**
18 **IVRMA's execution of the AGREEMENT and before work commences.** Upon request of IVRMA,
19 Consultant shall immediately furnish IVRMA with a complete copy of any insurance policy required
20 under this Agreement, including all endorsements, with said copy certified by the underwriter to be a
21 true and correct copy of the original policy. This requirement shall survive expiration or termination of
22 this Agreement.

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

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

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

18 18. ASSIGNMENT.

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

22 19. NON-DISCRIMINATION.

23 During the performance of this Agreement, CONSULTANT shall not unlawfully discriminate
24 against any employee or applicant for employment or employee of IVRMA or member of the public
25 because of race, religion, color, national status, age, or sex. CONSULTANT shall ensure that the
26 evaluation and treatment of its employees and applicants for employment and employees and members
27 of the public are free of such discrimination. CONSULTANT shall comply with all provisions of the
28 Fair Employment and Housing Act (Government Code §12900, *et seq.*). The applicable regulations of

1 the Fair Employment Housing Commission implementing Government Code §12900 set forth in
2 Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this
3 Agreement by reference and made a part hereof as if set forth in full. CONSULTANT shall abide by the
4 Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and
5 regulations issued pursuant to said Act. CONSULTANT shall also abide by the American Disabilities
6 Act and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.
7 CONSULTANT shall give written notice of its obligations under this clause to labor organizations with
8 which it has a collective bargain or other agreement. CONSULTANT shall include the non-
9 discrimination and compliance provision of this paragraph in all subcontracts to perform work pursuant
10 to this Agreement.

11 20. NOTICES AND REPORTS.

12 20.1. All notices and reports pursuant to this Agreement shall be in writing and may be given
13 by personal delivery or by mailing by certified mail, addressed as follows:

14 **IVRMA**

15 Attn: Executive Director
16 IVRMA
17 300 S Imperial Avenue, Suite 6
El Centro, CA 92243

CONSULTANT

Attn: Project Manager
EFR Environmental Consulting
2806 Alpine Blvd #E
Alpine, CA 91901

18 20.2. All notices and reports pursuant to this Agreement may be given by personal delivery or
19 by mailing by certified mail at such other address as either Party may designate in a notice to the other
20 Party given in such manner.

21 20.3. Any notice given by mail shall be considered given when deposited in the United States
22 Mail, postage prepaid, addressed as provided herein.

23 21. ENTIRE AGREEMENT.

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

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1 22. MODIFICATION.

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

4 23. PARTIAL INVALIDITY.

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

8 24. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.

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

16 25. WAIVER.

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

20 26. CHOICE OF LAW.

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

24 27. ATTORNEY'S FEES.

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

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1 28. AUTHORITY.

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

4 28.1. He/She is duly authorized to execute and deliver this Agreement on behalf of
5 CONSULTANT;

6 28.2. Such execution and delivery is in accordance with the terms of the Articles of
7 Incorporation or Partnership, any by-laws or Resolutions of CONSULTANT and;

8 28.3. This Agreement is binding upon CONSULTANT accordance with its terms.

9 29. COUNTERPARTS.

10 This Agreement may be executed in counterparts.

11 30. REVIEW OF AGREEMENT TERMS.

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

16 31. NON-APPROPRIATION.

17 31.1. All obligations of IVRMA are subject to appropriation of resources by various federal,
18 State, and local agencies, including but not limited to the U.S. Department of Transportation
19 (“DOT”) and the California Department of Transportation (“Caltrans”).

20 31.2. This Agreement is valid and enforceable only if sufficient funds are made available to
21 IVRMA for the purposes of this Project. In addition, this Agreement is subject to any additional
22 restrictions, limitations, conditions, or any statute enacted by Congress, State Legislature, or
23 IVRMA, and any regulations prescribed therefrom, that may affect the provisions, terms, or
24 funding of this Agreement.

25 31.3. If sufficient funds for the Project are not appropriated, this Agreement may be amended
26 or terminated in order to reflect said reduction in funding.

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1 32. PREVAILING WAGE.

2 32.1. CONSULTANT acknowledges that any work that qualifies as a “public work” within the
3 meaning of California Labor Code section 1720 shall cause CONSULTANT, and its sub-
4 consultants, to comply with the provisions of California Labor Code sections 1775 et seq.

5 32.2. When applicable, copies of the prevailing rate of per diem wages shall be on file at
6 IVRMA and available to any interested party upon request. CONSULTANT shall post copies of
7 the prevailing wage rate of per diem wages at the Project site.

8 32.3. CONSULTANT hereby acknowledges and stipulates to the following:

9 32.3.1. CONSULTANT has reviewed and agrees to comply with the provisions of Labor
10 Code section 1776 regarding retention and inspection of payroll records and
11 noncompliance penalties; and

12 32.3.2. CONSULTANT has reviewed and agrees to comply with the provisions of Labor
13 Code section 1777.5 regarding employment of registered apprentices; and

14 32.3.3. CONSULTANT has reviewed and agrees to comply with the provisions of Labor
15 Code section 1810 regarding the legal day’s work; and

16 32.3.4. CONSULTANT has reviewed and agrees to comply with the provisions of Labor
17 Code section 1813 regarding forfeiture for violations of the maximum hours per day and
18 per week provisions contained in the same chapter.

19 32.3.5. CONSULTANT has reviewed and agrees to comply with any applicable
20 provisions for those Projects subject to Department of Industrial Relations (DIR)
21 Monitoring and Enforcement of prevailing wages. IVRMA hereby notifies
22 CONSULTANT that CONSULTANT is responsible for complying with the requirements
23 of Senate Bill 854 (SB854) regarding certified payroll record reporting. Further
24 information concerning the requirements of SB854 is available on the DIR website
25 located at: <http://www.dir.ca.gov/Public-Works/PublicWorksEnforcement.html>.

26 33. WORKERS’ COMPENSATION CERTIFICATION.

27 33.1. Prior to the commencement of work, CONSULTANT shall sign and file with IVRMA
28 the following certification: “I am aware of the provisions of California Labor Code §§3700 et

1 seq. which require every employer to be insured against liability for workers' compensation or to
2 undertake self-insurance in accordance with the provisions of that code, and I will comply with
3 such provisions before commencing the performance of the work of this contract.”

4 33.2. This certification is included in this Agreement and signature of the Agreement shall
5 constitute signing and filing of the certificate.

6 33.3. CONSULTANT understands and agrees that any and all employees, regardless of hire
7 date, shall be covered by Workers' Compensation pursuant to statutory requirements prior to
8 beginning work on the Project.

9 33.4. If CONSULTANT has no employees, initial here: _____.

10 34. DISADVANTAGED BUSINESS ENTITY COMPLIANCE.

11 34.1. When applicable, CONSULTANT represents and warrants that it has fully read the
12 applicable Disadvantaged Business Enterprise (“DBE”) requirements pertaining to this Project
13 and has fully and accurately completed any and all required DBE forms.

14 34.2. CONSULTANT represents and warrants that it will comply with all applicable DBE
15 requirements for this Project.

16 34.3. CONSULTANT shall comply with any applicable DBE provisions attached hereto as
17 **Exhibit “D”** and incorporated by this reference as though fully set forth herein.

18 34.4. If any state or federal funds are withheld from IVRMA or not reimbursed to IVRMA due
19 to CONSULTANT’s failure to either comply with the DBE requirements set forth in the RFP
20 and this Agreement, or to meet the mandatory DBE goals as determined by IVRMA, Caltrans,
21 the Federal Highway Administration, and/or any other state or federal agency contributing funds
22 to the Project, then CONSULTANT shall fully reimburse IVRMA the amount of funding lost.
23 IVRMA reserves the right to deduct any such loss in funding from the amount of compensation
24 due to CONSULTANT under this Agreement.

25 34.5. In addition to the above, CONSULTANT’s failure to comply with DBE
26 requirements/goals shall subject it to such sanctions as are permitted by law, which may include,
27 but shall not be limited to the following:

28 34.5.1. Termination of this Agreement;

1 34.5.2. Withholding monthly progress payments;
2 34.5.3. Compensatory, special, incidental, liquidated and other damages; and/or
3 34.5.4. Designation of CONSULTANT as “nonresponsible,” and disqualification from
4 bidding on future public works projects advertised by IVRMA.

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

7 **IMPERIAL VALLEY RESOURCE**
8 **MANAGEMENT AGENCY**

EFR ENVIRONMENTAL SERVICES INC.

9
10 By: _____
11 MIKE GOODSSELL
12 Chair of the Board of Directors

By: _____
LAURA HARRIS
CEO

13 **ATTEST:**

14 By: _____
15 CRISTI LERMA
16 Secretary to IVRMA

17 **APPROVED AS TO FORM:**

18
19 By: _____
20 ERIC HAVENS
21 IVRMA Counsel



EFR ENVIRONMENTAL SERVICES, INC.

PO BOX 2669
ALPINE, CA 91903-2669
619-722-6781 Fax 619-566-4006

Email: customerservice@efrenviro.com

Website: Efrenviro.com

LICENSE 997309, A, B, Haz, ASB, C-21

QUOTE-WORKING AGREEMENT

March 17, 2023

Imperial Valley Resource Management Agency
300 S. Imperial Ave Ste E
El Centro, CA 92243
C/O Angelica Gerardo

Phone: 760-337-4537
Email: administration@ivrma.org

EFR Environmental Services, Inc. is pleased to provide you with the following quotation:


Project Site Address:	EPA No.:	Site Contact:
City of Brawley, City of El Centro, City of Calexico [180 S. Western Ave Brawley, 702 E. Heil Ave El Centro, 500 W. 5th St Calexico.		

Description: Tanker-Bulk Oil & Antifreeze	Unit Pricing:
Used Oil – Flat Rate	\$ 65.00
Bulk Antifreeze – Flat Rate	\$ 50.00

TERMS & CONDITIONS:

- ◆ Payment and terms are due with delivery; or, Net 30 days, upon approved credit.
- ◆ Please note a \$50.00 delivery charge/stop charge will be billed on all drums, yard boxes, pails if delivery is made without waste pick-up.
- ◆ Waste must be in DOT approved drums. If drum is damaged or is leaking, it will require an overpack drum and will be an additional \$250.00 per drum.
- ◆ Used oil must be less than 5% water content and 1,000 PPM Halogens to be priced and serviced as used oil.
- ◆ Bulk Oil & Antifreeze pricing is based on current oil market. Pricing is subject to change. EFR Environmental Services will give client 30 days written notice on any increase in price.
- ◆ Client must have active EPA number for all hazardous waste removal.
- ◆ Cancellation Fee will apply per truck without a 24-hour cancellation fee.
- ◆ This quote is based on the site prepared to facilitate a continuous workflow.
- ◆ Client accepts responsibility for additional charges if job descriptions differ, job is delayed, or the above listed conditions are not met.
- ◆ Above pricing is not based upon Prevailing Wages.
- ◆ Pricing valid for 30 days.

Client accepts responsibility for additional charges if job descriptions differ or the above conditions are not met. EFR Environmental Services, Inc. looks forward to working with you on this project and respectfully submits this quotation. If you have any questions or if I can be of further assistance, please do not hesitate to telephone. Signature below constitutes a working agreement:

BY: 

Thad Harris, VP
EFR Environmental Services, Inc.

BY:  Date: 3/17/2023
Authorized Signature
Print Name: Maricela Galarza
Title: Project Manager

VI. REPORTS

VI. BEBEBT2

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



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

Memorandum

Date: June 9, 2023
To: ICTC 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 Management Committee meeting on June 14, 2023.

- 1) **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. ICTC is currently working on program rollout and is currently developing a new grant application to expand the 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.*
- 2) **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.
- 3) **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.
- 4) **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.

- 5) **FY 2023-24 Unmet Transit Needs Public Hearing Process:** *The Imperial County Transportation Commission has collected public feedback on public transportation needs. This involves funding for various public transit services. ICTC had previously posted an online survey and physical surveys were available on our vehicles for passengers to complete. The public hearing took place on April 6, 2023, at 3 p.m. at the ICTC offices and via zoom meeting. The UTN Findings meeting took place on April 24, 2023, at 3 p.m. at ICTC offices and via zoom. The UTN findings were presented to the Social Services Transportation Advisory Council on May 3, 2023 and the Management Committee on May 10, 2023. This item was included on the May 24, 2023, agenda and received approval.*
- 6) **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 9th, 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 9th, 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 is anticipated to receive an additional \$500,000 to be utilized for operations of the service and additional service hours. An agenda item for the contract amendment with the service provider is part of the June agenda.*
- 7) **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

To access the completed documents and draft project listing, please visit the project website located at <https://ictc-lrtp2023.org/new-page-2>. ICTC and the Consultant team will be conducting pop-up information booth throughout the County at the end of June and July.

- 8) **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) **Imperial Mexicali Binational Alliance (IMBA):** *An IMBA meeting was held on June 8, 2023, at the City of El Centro’s Council Chambers. The meeting included presentations by Sand Diego Association of Governments, Customs and Border Protection, ICTC, Education and Economic Development partners. The next IMBA meeting is scheduled in the City of Mexicali on August 10, 2023.*
- 10) **Calexico East Port of Entry Bridge Widening Project:** *The Project proposes to widen the bridge over the All-American Canal at the U.S./Mexico border approximately 0.7 miles south of State Route (SR) 7. The project proposes to widen the existing structure by adding four lanes: Two New Northbound Auto Lanes and Two New Northbound Commercial Vehicle Lanes. In May 2018, Caltrans and ICTC received \$3,000,000 from the California Transportation Commission and the Trade Corridor Enhancement Program (TCEP) to complete the Project Approval and Environmental Document (PA/ED) for the project. In June 2018, Caltrans completed a Project Initiation Document (PID). In Fall of 2018, the PA/ED phase was initiated by Caltrans, technical studies for the National Environment Policy Act (NEPA) document under Caltrans as the NEPA lead are in progress and is scheduled for completion in May 2020. In December 2018, ICTC was awarded \$20 million under the U.S. Department of Transportation’s BUILD discretionary grant program to complete the Design-Build construction phase. ICTC subsequently received TCEP in the amount of \$7.4 Million for construction efforts. The design portion of the project is complete. The project construction is underway, and construction is anticipated to be completed in mid-2023. Approximately 80% of construction efforts have been completed. A ribbon cutting ceremony is anticipated to take place in the May/June timeframe. The project is temporarily on hold due to the issuance of the presidential permit to relocate the border fence. The Presidential Permit is anticipated to be received in the month of June 2023.*
- 11) **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. ICTC, CBP and AECOM recently conducted a job walk of the project site and discussed various project design items. Updated project improvements plans are anticipated to be received in June 2023. The improvement plans will be submitted to Customs and Border Protection (CBP) and Caltrans for review and comment.

- 12) **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.*

- 13) **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.
- 14) **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)*
- 15) **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 6th 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.

- 16) **Orchard Road & SR115 Traffic Concept Report:** *During the Commission meeting of September 2022, the Commission asked ICTC staff to follow up on the SR 115 Transportation Concept Report (TCR). ICTC staff has conducted meetings with Caltrans and County Public Works staff during the week of October 17th. ICTC staff in partnership with County and Caltrans staff are continuing discussions for short term options to deter trucks from using Orchard Road. The parties are also expected to discuss long term options as well. More information will be shared as discussions continue.*
- 17) **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.*

TABLE 2		
Agency	Project Name	Total ATP Funds Requested
City of Calipatria	Bonita Place Pedestrian Safety Project	\$997,000
City of El Centro	Pedestrian Improvement Project – various locations on Main Street	\$1,200,000
ICTC	Pedestrian Improvements for the Calexico Intermodal Transportation Center	\$1,073,000
TOTAL Regional ATP funds		\$3,270,000

- 18) **Calexico Intermodal Transportation Center (ITC):** A new Intermodal Transportation Center in the City of Calexico has been part of ICTC’s long range transit planning. The new Calexico ITC will serve as a regional mobility hub that will accommodate bus bays for Imperial Valley Transit in addition to the City of Calexico’s private transit operators, taxis and farm labor buses. ICTC received a Congestion Mitigation and Air Quality federal program fund to complete the environmental and design plans of the new Calexico ITC. ICTC staff is in the process of completing the contract award for a consultant firm that will complete the environmental and design phase. Currently, ICTC staff is completing the Caltrans award review process with multiple Caltrans’ departments. The ICTC Board adopted the agreement with Psomas on September 26, 2018. The environmental phase has been completed. *Design was completed in the month of April 2022 and Right of Way Acquisition is underway. The city of Calexico Council approved the commencement of the eminent domain process for two of the required properties. ICTC is exploring funding opportunities to complete the required construction efforts and to complete Right of Way acquisition. On Friday, March 24, 2023, the property that was purchased by ICTC was destroyed by a fire. ICTC was able to set up barricades for the building to avoid loitering and any further damage.*
- 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 outcome is 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 of its fixed route service routes to attempt to provide service to the east side of Calipatria. Staff conducted time trials as well utilized several types of buses to verify buses would not have issues with other existing stops within proposed routes. Potential stops for the area include a stop along Commercial Avenue and potentially another stop near Alexandria Street. Staff is proposing to utilize its IVC Express route to potentially service the area. ICTC and City staff have begun coordination to implement

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. ICTC has received a proposed cost to complete the infrastructure improvements. ICTC has forwarded proposed concepts for bus stop improvements at the two locations to the city staff. ICTC is looking at opportunities to include the bus stops as part of a larger bus stop improvement project.

- 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 due to environmental impacts and other utility projects in progress within the project area. Construction of the project began on August 6, 2021. The existing contractor of the project has been removed. Caltrans has secured a new temporary contractor to complete the project improvements from Ollie Avenue to Highway 111. Caltrans completed Phase 1 in late November. Phase 2 of the project commenced on January 9th, 2023. Phase 2 of the project is anticipated to be completed in the May 2023 timeframe.*
- 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
For RMRA remittance advice by counties visit: 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

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 February 3, 2023, there is a remaining grant balance of \$44,639. Of the \$49,398, \$38,908 is the remaining contract balance for SCS Engineers. IVEDC Staff provided an update at the Commission meeting on September 28, 2022.*

26) Meetings attended on behalf of ICTC:

- Various Weekly Reoccurring Calexico East POE Bridge Widening Project Meetings
- Various Weekly Project Specific Meetings
- May 1, 2023 – Meeting with Congressman Dr. Raul Ruiz at the ICTC offices
- May 3, 2023 – ICTC Social Services Transportation Advisory Council (SSTAC) meeting at the ICTC offices and via zoom meeting
- May 4-5, 2023 – SCAG General Assembly and Regional Council in La Quinta, CA
- May 9, 2023 – AB 617 Meeting in Heber, CA (attended by staff)
- May 10, 2023 – ICTC Management Committee Meeting at the County of Imperial (attended by staff)
- May 10, 2023 – Imperial County Association of Realtors Luncheon and presentation in El Centro, CA
- May 11, 2023 – Calexico on Demand Celebration event in Calexico, CA
- May 17, 2023 – Gillig facility trip in Livermore, CA
- May 17-18, 2023 – California Transportation Commission meeting in San Francisco, CA
- May 17, 2023 – Unleashing the Power of Recruitment Outreach: How to Expand Your Candidate Pool training (attended by staff)
- May 18, 2023 – SB 1343: Prevention of Harassment, Discrimination, and Retaliation employee training (attended by staff)



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

Memorandum

Date: June 14th, 2023

To: ICTC Management Committee Meeting

From: David Salgado, Government Affairs Officer (GAO)

Re: **Southern California Association of Government's (SCAG) Report**

The following is a summary of the SCAG Executive Director's Report and/or Federal and State Legislature Staff Report for the Imperial County Transportation Commission Committee meeting for the month of May 2023.

1. SCAG REGIONAL HOUSING NEEDS ASSESSMENT (RHNA) REFORM PROCESS:

The 6th Cycle RHNA has led for requests for SCAG to pursue reform of the RHNA process. Several issues had been raised by stakeholders related to the regional determination methodology, the use of land planning factors in the SCAG RHNA methodology, and basis for RHNA appeals. As part of Assembly Bill 101, HCD is tasked with preparing a report on the RHNA reform and making recommendations to the State Legislature by December 31, 2023. To inform HCD's recommendations for improving the RHNA process and methodology, HCD has been conducting a statewide engagement process. For information on HCD's efforts, please visit HCD's [Regional Housing Needs Allocation \(RHNA\) page](#).

In July and August of 2022, SCAG staff conducted a stakeholder engagement process to gather input and feedback on RHNA reform. Staff reviewed the input and comments submitted during this process and have prepared draft recommendations. These draft recommendations will be reviewed and approved by SCAG's Community, Economic and Human Development Committee and Regional Council in late summer of 2023. Once the recommendations are approved, they will be used to inform a comment letter that SCAG will submit to the California Department of Housing and Community Development (HCD) in mid-September of 2023.

A link will be provided to the DRAFT RHNA Recommendations and the SCAG RHNA Reform Survey, open through June 30, 2023.

Comments may also be submitted to housing@scag.ca.gov. To ensure that your comments are considered for recommendations to the CEHD Committee and Regional Council, please submit them no later than June 30, 2023.

Date	Action
May 15, 2023	Kickoff SCAG RHNA reform outreach on draft recommendations
June 22, 2023	Public listening session #1 (1-3pm) <u>Zoom Registration</u>
June 27, 2023	Public listening session #2 (1-3pm) <u>Zoom Registration</u>
June 30, 2023	End of SCAG outreach period
July 1, 2023	HCD progress update to Legislature
Mid-Aug. 2023	Special CEHD meeting
Sep 7, 2023	Sept. Regional Council
Early Sept. 2023	Submit comment letter on approved recommendations to HCD
Dec. 31, 2023	Due date for HCD’s report to the Legislature on RHNA Reform

2. 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 HIPP is a competitive Call for Applications, with an estimated \$8 million available for projects focused on: Development of affordable housing at scale on available public and private land
Corridor-wide or area-wide regulatory infill housing actions – development and implementation
The completed application and all required attachments must be submitted by email to housing@scag.ca.gov with “HIPP Application” in the subject line. An emailed Dropbox link is also acceptable.

3. SCAG DEVELOPMENT STREAMLINING EFFORTS Workshop #4

JUNE 20, 2023 - 11:30AM - 1:00PM: Join us on Tuesday, June 20, 2023, at 11:30 a.m. for a fourth in a series of virtual workshops to learn about SCAG’s Development Streamlining efforts and guidance materials to help SCAG’s member agencies expedite housing approvals. The topic for this final workshop will present various California Environmental Quality Act (CEQA) provisions using prior CEQA documents and other options to streamline environmental review for qualifying housing projects.



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4. TOOLBOX TUESDAY: Equity Series: Youth Empowerment

Join us **June 27 from 1 to 2:30 p.m.** for another session in the *Toolbox Tuesday Equity Series* where researchers, leaders and participants of youth empowerment programs will share their experiences to demonstrate how to integrate and institutionalize systems to improve racial equity.

The COVID-19 pandemic has brought to light many disparities at different levels. Persistent gaps in wealth between households of different racial or ethnic backgrounds reveal the effects of accumulated inequality and discrimination, as well as the drastic differences in power and opportunity for people of color. In July 2020, SCAG’s Regional Council adopted a resolution affirming its commitment to meaningfully advance justice, equity, diversity and inclusion, and staff developed a Racial Equity Early Action Plan (EAP) to help facilitate the consistent integration of equity into its planning work. In March 2022, SCAG released the Equity Resource Guide (ERG), a collection of local, state, and national examples of practices and approaches to advance equity. The Toolbox Tuesday Equity Series trainings and discussions focus on the three strategies outlined in the EAP and ERG.

5. REGIONAL HOUSING NEEDS ASSESSMENT (RHNA) REFORM VIRTUAL LISTENING SESSION Virtual Listening Session #1 - JUNE 22, 2023 - 1:00PM - 3:00PM

Concurrent to the statewide RHNA reform outreach conducted by the California Department of Housing and Community Development (HCD), SCAG will conduct its own outreach for collecting input on its draft RHNA reform recommendations. Starting May 15, 2023 through June 30, SCAG is seeking input from jurisdictions, stakeholders, and the public on its draft recommendations to reform the RHNA process. Draft recommendations and a brief corresponding survey are available on the RHNA webpage.

Staff will review feedback received and prepare draft recommendations for review and approval by the CEHD Committee and Regional Council in Summer 2023. Following Regional Council action in September, the approved RHNA reform recommendations will be submitted as part of a comment letter to HCD. Questions and comments can be submitted to housing@scag.ca.gov.

6. LAST MILE BROADBAND INTERNET FEDERAL FUNDING ACCOUNT PROGRAM

The Federal Funding Account, administered by the California Public Utilities Commission (CPUC), is a \$2 billion grant program for last mile broadband infrastructure projects to connect unserved and underserved Californians. The program was established in accordance with 2021’s Senate Bill 156 (Chapter 112, Statutes of 2021). The Broadband Investments Package fact sheet provides more information on the SB 156 investments.

The first application window will open in summer 2023. Per Decision D.22-04-005, applications will be accepted every six months thereafter as long as funding is available. Staff will target to review applications



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in no more than six months. Organizations will have 14 days, inclusive of holidays and weekends, to file objections to applications.

7. GUIDELINES APPROVAL ADDRESS CORRECTIVE ACTION

The Regional Council took action at the June 1 meeting to approve the Surface Transportation Block Grant Program/Congestion Mitigation and Air Quality Improvement Program Guidelines (CMAQ/STBG). During SCAG's federal certification in 2022, SCAG was issued one corrective action. With the approval of the program guidelines, by the Regional Council, and by Caltrans, the Federal Highway Administration and the Federal Transit Administration last month, SCAG has now substantially addressed the program challenges. All that remains is to ensure SCAG selects any new projects funded with CMAQ or STBG dollars consistent with the program guidelines starting next month. SCAG plans to initiate a call for project nominations in early 2024 to align with an amendment to the 2025 Federal Transportation Improvement Program.

California Department of Transportation



To: ICTC Management Committee

Date: June 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 mid-November. The construction of Stage 2 (westbound SR-98 from SR-111 to Ollie Ave) is underway. The contractor is currently placing class 2 base, curb and gutter. Stage 2 is estimated to be completed in May. 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 workfootprint 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 estimated completion is early 2024. 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/4th 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 and steel painting are underway. Total estimated cost is \$13.2 million.

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 is expected to start in May 2023 and estimated completion is spring 2024. The total project cost is estimated at \$4.6 million.

PROJECT DELIVERY

1. **Middle Mile Broadband Initiative:** In July 2021, Governor Gavin Newsom signed into law Senate Bill 156 to create an open-access middle-mile network to bring equitable high-speed broadband service to all Californians. Caltrans D11 is working with the California Department of Technology (CDT) to deliver middle mile broadband projects in Imperial County along state routes. Currently, CDT has approved segments on SR78, SR86, SR111 and SR115 totaling in 178 miles of middle mile broadband deployment. Caltrans has begun design work for these segments. The total capital cost for construction is estimated at \$62.3 million and target completion date is December 2026.
2. **Clean California Projects:** District 11 will be delivering projects funded by the Clean California Grant Program. 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 projects are expected to be completed by late summer/early fall 2023. Below is a conceptual rendering of the gateway sign.



3. **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, guardrail repair SR111, drain cleaning SR86



2. El Centro Functional/Marking Crew – Sign/landscape maintenance, pavement markings SR86 and SR98



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



4. Brawley Traveled Way Crew – Sweeping/brush control, SR78 clearing washes, crack sealing on SR78, graffiti abatement SR78



5. El Centro Clean CA Crew – Litter control/landscaping activities SR98/111



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. The document is currently in District Circulation with anticipated completion in summer 2023.

2. **Local Assistance:**

Reconnecting Communities: Highways to Boulevards (RC: H2B) Pilot Program

Projects will fund the conversion of key underutilized highways in the State into multi-modal corridors to reconnect communities divided by transportation infrastructure. These legacy impacts will be addressed through community-based transportation planning, design, demolition, and/or reconstruction of city streets, parks, or other infrastructure. A “Call for Communities” is expected June 19, 2023. The May 9, 2023 RC:H2B workshop recording is available online–

<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

Request for a Caltrans Letter of Support is due May 19, 2023.

The United States Department of Transportation has announced a new “Safe Streets and Roads for All (SS4A) discretionary program, with \$5 billion in funding for five years. The SS4A program will consider regional, local, and Tribal projects through grants to prevent roadway deaths and serious injuries.

A Notice of Funding Opportunity, workshop dates, and further details are posted at this link – <https://www.transportation.gov/grants/SS4A>

August 1, 2023 – Deadline for FHWA Wildlife Crossings Pilot Program (WCPP)

The Wildlife Crossings Pilot Program (WCPP) is a competitive grant program with the goal of reducing Wildlife Vehicle Collisions while improving habitat connectivity for terrestrial and aquatic species. The WCPP provides funding for construction and non-construction projects.

A Notice of Funding Opportunity, workshop dates, and further details are at this link – <https://highways.dot.gov/federal-lands/programs/wildlife-crossings>

August 18, 2023 – USDOT Deadline for PROTECT Discretionary Grant Program

The USDOT Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation (PROTECT) Discretionary Grant Program helps make surface transportation more resilient to natural hazards, including climate change, sea level rise, flooding, extreme weather events, and other natural disasters through support of planning activities, resilience improvements, community resilience and evacuation routes, and at-risk coastal infrastructure.

A Notice of Funding Opportunity and further details are posted at this link – <https://www.fhwa.dot.gov/environment/protect/discretionary>

Community Response Initiative to Strengthen Emergency Systems Grant (Pilot)

The California Department of Social Services (CDSS) has a new Community Response Initiative to Strengthen Emergency Systems (C.R.I.S.E.S.) grant with \$10 million of pilot program funds that will support partnerships between city, county, and/or tribal governments, as well as other community organizations, to provide emergency response services that lessen the reliance on law enforcement as first responders in crises unrelated to fire department or emergency medical services. Applications will be due to CDSS July 14, 2023.

This CDSS C.R.I.S.E.S. Grant Program link has more detailed information – <https://www.cdss.ca.gov/inforesources/cdss-programs/civil-rights/crises>

Nationally Significant Federal Lands and Tribal Projects (NSFLTP) Program

This Program provides an opportunity to address significant challenges for transportation facilities that serve federal and tribal lands. This Federal Highway Administration (FHWA) link will advise the next call for applications in summer 2023 – <https://highways.dot.gov/federal-lands/programs/significant>

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, June 16, 2023 – deadline for the next CTC meeting (August 16-17, 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

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)



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
4. Middle Mile Broadband Initiative, SR-78, SR-86, SR-111, SR-115
Construction start early 2024

CONSTRUCTION

5. I-8 Colorado River Viaduct
Begin Construction Feb 2023
6. Bridge Rehab Projects on I-8 and SR-78
Begin Construction early 2023
7. Calexico East POE Bridge Widening
Design/Build Begin Mar 2021; Complete June 2023
8. SR-86/Dogwood Road Intersection Improvements County Permit*
9. SR-98 Widening Phase 1C Ollie Ave to Rockwood Ave
Complete summer 2023

RELINQUISHMENT

10. SR-86 Relinquishment to County of Imperial
Date Estimate 2026
11. 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.

:Project funded by Senate Bill 1

Abbreviations:

GSA: General Services Administration

145 Port of Entry

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

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

Date: 01/19/2023



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	Local Agency Submits Off System Funds Requests, Program Amendments, and Time Extensions to Caltrans Districts	District Submits Off System and On System Requests to HQ Divisions	HQ Divisions Submit Final Off System and On System Requests to Budgets	Final Agenda Language Due From HQ Divisions to Office of CTC Liaison	Final Book Items Due from HQ Divisions to Office of CTC Liaison
Date and Location:	10:00 AM District & 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
Jan 25-26 - Sacramento	Mon, Nov 28, 22	Mon, Dec 5, 22	Mon, Dec 12, '22	Wed, Dec 21, '22	Thu, Dec 22, '22
Mar 22-23 - Los Angeles	Mon, Jan 23, 23	Mon, Jan 30, 23	Mon, Feb 6, '23	Wed, Feb 15, '23	Thu, Feb 16, '23
May 17-18 - Bay Area	Mon, Mar 20, 23	Mon, Mar 27, 23	Mon, Apr 3, '23	Wed, Apr 12, '23	Thu, Apr 13, '23
June 28-29 - Sacramento	Mon, May 1, 23	Mon, May 8, 23	Mon, May 15, '23	Wed, May 24, '23	Thu, May 25, '23
Aug 16-17 - San Diego	Mon, Jun 19, 23	Mon, Jun 26, 23	Mon, Jul 3, '23	Wed, Jul 12, '23	Thu, Jul 13, '23
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