



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

MANAGEMENT COMMITTEE AGENDA

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

**Wednesday, December 13, 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 Zoom Meeting click on the following link:

<https://us06web.zoom.us/j/89820146705?pwd=At3dEPwF2NKbyoYidABqQFkbz6uPT.1>

To Join by phone by dialing 669-444-9171

Meeting ID: 898 2014 6705

Passcode: 088540

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 cristilerna@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

Pages 4-20

- A. Approval of Management Committee Draft Minutes: November 08, 2023
- B. Receive and File:
 - 1. ICTC Commission Minutes: November 08, 2023
 - 2. ICTC TAC Minutes: October 26, 2023
 - 3. ICTC SSTAC Minutes: November 01, 2023

V. ACTION CALENDAR

- A. IVRMA Administration Office Space Renewal Contract/Agreement Page 22

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 IVRMA Executive Director to sign the two-year Office Space Renewal Lease Agreement from January 1, 2024, through December 31, 2025.
- 2. Direct staff to forward the signed agreement to the current property owner.

- B. ReCREATE Waste Collaborative Agreement Consulting Services Page 32

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 agreement between IVRMA and ReCREATE Waste Collaborative for consulting services in the amount of \$108,450.00.

VI. REPORTS

- A. ICTC / LTA / IVRMA Executive Director
 - ICTC Executive Director Report Page 53
- B. Southern California Association of Governments
 - See attached report Page 68
- C. California Department of Transportation – District 11
 - See attached report Page 70
- D. Committee Member Reports

VII. NEXT MEETING DATE AND PLACE

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

VIII. ADJOURNMENT

IV. CONSENT CALENDAR

A. Approval of Management Committee Draft Minutes:
November 08, 2023

B. Receive and File:

1. ICTC Commission Minutes: November 08, 2023
2. ICTC TAC Minutes: October 26, 2023
3. ICTC SSTAC Minutes: November 01, 2023

**IMPERIAL COUNTY TRANSPORTATION COMMISSION
MANAGEMENT COMMITTEE
MINUTES OF November 08, 2023
10:30 a.m.**

VOTING MEMBERS PRESENT:

City of Brawley	Tyler Salcido
City of Calexico	Esperanza Colio-Warren
City of Calipatria	Laura Gutierrez
City of El Centro	Cedric Ceseña
City of Holtville	Nick Wells
City of Imperial	Dennis Morita
County of Imperial	Miguel Figueroa
County of Imperial	Rebecca Terrazas-Baxter
Imperial Irrigation District	Manuel Ortiz
City of Westmorland	Absent
ICTC	David Aguirre

STAFF PRESENT: Cristi Lerma, Angela Delgadillo

OTHERS PRESENT: Alejandro Lopez, Bryan Ott, Ben Guerrero, Hanh Dung Khu: Caltrans, David Salgado: SCAG

The following minutes are listed as they were acted upon by the Imperial County Transportation Commission Management Committee and as listed on the agenda for the meeting held Wednesday, November 08, 2023, together with staff reports and related documents attached thereto and incorporated therein by reference.

I. CALL TO ORDER AND ROLL CALL

Chair Colio-Warren called the meeting to order at 10:33 a.m., roll call was taken, and a quorum was not present. The meeting began with reports and continued as usual when a quorum was met at 10:43 a.m.

II. EMERGENCY ITEMS

There were none.

III. PUBLIC COMMENTS

There were none.

IV. CONSENT ITEMS

A. Approval of Management Committee Draft Minutes: October 11, 2023

B. Received and Filed:

1. ICTC Commission Minutes: October 25, 2023
2. ICTC TAC Minutes: September 28, 2023
3. ICTC SSTAC Minutes: October 4, 2023

C. Memorandum of Understanding (MOU); SCAG and the SCAG Region County Transportation Commissions (CTC) – STBG/CMAQ/CRP Funded Projects

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. Authorized the Executive Director to sign the Memorandum of Understanding (MOU) between the Southern California Association of Governments (SCAG) and the Imperial County Transportation Commission (ICTC) to establish the roles and responsibilities for STBG/CMAQ/CRP funded projects. The MOU shall begin on the effective date of the MOU and will continue in full force until such party withdraws.

A motion was made by **Morita** seconded by **Wells** to approve the consent calendar as presented; Roll call was taken:

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

Motion carried.

V. ACTION CALENDAR

- A. 2023 Call for Projects Guidelines – Carbon Reduction Program (CRP), Congestion Mitigation and Air Quality (CMAQ) and Surface Transportation Block Grant (STBG) – FFY 2023/24 to FFY 2025/26

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 2023 Carbon Reduction Program (CRP), the Congestion Mitigation Air Quality (CMAQ) and Surface Transportation Block Grant (STBG) Call for Projects Schedule:
2. Directed staff to open a competitive call for projects for member agencies for estimated CRP, STBG and CMAQ funds, effective November 9, 2023, through January 26, 2024;
3. Directed staff to convene an evaluation committee to score and rank the projects; and,
4. Directed staff to return with a list of recommended projects for approval by the Commission.

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

Agency	Roll Call
City of Brawley	Absent
City of Calipatria	Yes
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	Yes
City of Westmorland	Absent
Imperial Irrigation District	Yes

Motion carried.

B. Calexico East Port of Entry Bridge Widening Project – Contract Change Order No. 7

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

1. Approved Change Order No. 7 to Hazard Construction Company for the Calexico East Port of Entry Bridge Widening Project in the amount of \$146,286.08 modifying the total contract value to \$20,499,323.48.
2. Authorized the Executive Director to sign Change Order No. 7.

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

Agency	Roll Call
City of Brawley	Absent
City of Calipatria	Yes
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	Yes
City of Westmorland	Absent
Imperial Irrigation District	Yes

Motion carried.

C. Calexico East Port of Entry Bridge Widening Project – Contract Change Order No. 8

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

3. Approved Change Order No. 8 to Hazard Construction Company for the Calexico East Port of Entry Bridge Widening Project in the amount of \$365,218.00 modifying the total contract value to \$20,864,541.48.
4. Authorized the Executive Director to sign Change Order No. 8.

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

Agency	Roll Call
City of Brawley	Absent
City of Calipatria	Yes

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	Yes
City of Westmorland	Absent
Imperial Irrigation District	Yes

Motion carried.

D. 2024 State Transportation Improvement Program (STIP) Recommendations for Imperial County

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

1. Approved the 2024 STIP Recommendations for Imperial County, requesting to fund Planning, Programming and Monitoring (PPM) activities in the following distributions:
 - a. program a total of \$777,000 from 2024 STIP RIP funds for ICTC staff Planning, Programming and Monitoring (PPM) activities as follows: \$77,000 in fiscal year 2024-25, \$82,000 in fiscal years 2025-26 and 2026-27, \$279,000 for fiscal year 2027-28 and \$257,000 in fiscal year 2028-29.
 - b. Carryover the remaining available balance of \$23,257,000 for the Forrester Road improvement project.

A motion was made by [Figueroa](#) seconded by [Wells](#) to approve Action D. Roll call was taken:

Agency	Roll Call
City of Brawley	Absent
City of Calipatria	Yes
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	Yes
City of Westmorland	Absent
Imperial Irrigation District	Yes

Motion carried.

E. Fund Request to the Local Transportation Authority (LTA) – Proposed fence replacement adjacent to SR 86 on the western boundary of the fairgrounds in the City of Imperial

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

1. Approved the allocation to the City of Imperial for a one-time funding request of \$165,000 from the Measure D 5% Highway set-aside allocations for FY 2023-24.
2. Authorized the Chairman to sign a Memorandum of Understanding (MOU)

between the City of Imperial and the Imperial County Local Transportation Authority.

A motion was made by Terrazas-Baxter seconded by Wells to approve Action E. Roll call was taken:

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

Motion carried.

VI. REPORTS

A. ICTC Executive Director

- Mr. Aguirre had the following updates:
 - Calexico Intermodal Transportation Center (ITC): ICTC has already acquired 2 of the required 3 properties for the project.
 - 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.
 - 2022 Long Range Transportation Plan: The Final Draft LRTP was recently finished for public review prior to final development. It is anticipated that the document adoption will be in the December timeframe. To access the completed documents and draft project listing, please visit the project website located at <https://ictc-lrtp2023.org/new-page-2>.
 - Forrester Road Project Study Report (PSR): The updated PSR is anticipated to be received in mid-November 2023.
 - Calexico East Port of Entry Bridge Widening Project: Phase one has been completed. Estimated completion timeframe: March 2024
 - State Route 86 (Northbound) Border Patrol Checkpoint: The improvement plans have been prepared in final draft form and have been submitted to Caltrans for review.
 - All ICTC Executive Directors updates can be found on page 77.

B. Southern California Association of Governments (SCAG)

- Mr. Salgado had the following updates:
 - SCAG's 14th Annual Southern California Economic Summit will be held on Thursday, December 7th, 8 A.M. – 2 P.M. at SHERATON GRAND LOS

ANGELES. Learn more and register to attend at scag.ca.gov/economicsummit.

- SCAG updates can be found on page 85.

C. Caltrans Department of Transportation – District 11

- Mr. Lopez Rangel had the following updates:
 - SR-98 Widening Project: The estimated completion date is late December.
 - I-8, SR-78 Bridge Rehab at Various Locations: Work at Brock Research Center Rd has begun and is anticipated to be completed by December 2023.
 - I-8 Roadside Safety Improvements: This work is now underway for the westbound side of I-8. The expected completion date is March 2024.
 - Clean California Projects: Pending bus shelter delivery to start on the project.
 - SR-86/Customs & Border Protection Checkpoint Expansion: All required documents were received.
- Mr. Guerrero had the following updates:
 - Project Study Report: Forrester Road Improvements: On schedule. The estimated completion date is December 2023.
 - Feasibility Studies: District 11 Truck Parking and Medium/Heavy Duty ZEVCharging Station Site Assessment: The estimated completion date is Summer 2024.
 - November 30, 2023 – Request for Letters of Support from Caltrans for 2024 Rebuilding American Infrastructure with Sustainability & Equity (RAISE) grants: Any Rebuilding American Infrastructure with Sustainability & Equity (RAISE) requests for a Caltrans Letter of Support are due November 30, 2023
 - 2025 Active Transportation Program (Cycle 7): <https://catc.ca.gov/programs/active-transportation-program>
 - California Transportation Commission (CTC) Allocation and Approval Requests: Wednesday, November 22, 2023 – deadline for the next CTC meeting (January 25-26, 2024)
 - Quality Assurance Program (QAP) – Renewal Deadline in 2024
- Ms. Dung Khu had the following updates:
 - SR-111 Roadside Improvements: start is estimated for spring 2024.
 - All Caltrans updates can be found on page 88.

VII. The next meeting is scheduled for **December 21, 2023, at 10:30 a.m.** tentatively at the City of Calipatria and via Zoom Meeting for non-voting members and the public.

VIII. **ADJOURNMENT**

The meeting was adjourned at 11:27 a.m.

IMPERIAL COUNTY TRANSPORTATION COMMISSION
MINUTES FOR November 08, 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	Absent
County of Imperial	Absent
County of Imperial	Absent
Imperial Irrigation District	Karin Eugenio

STAFF PRESENT: David Aguirre, Cristi Lerma, Angela Delgadillo

OTHERS PRESENT: Eric Havens: Counsel; Ann Fox: Caltrans, David Salgado: SCAG

PUBLIC: None

The following action minutes are listed as they were acted upon by the Imperial County Transportation Commission and as listed on the agenda for the meeting held Wednesday, November 08, 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 6:11 p.m. Roll call was taken, and a quorum was present.

II. EMERGENCY ITEMS

There were none.

III. PUBLIC COMMENTS

There were none.

IV. CONSENT CALENDAR

- A. ICTC Commission Minutes: October 25, 2023
- B. Received and filed:
 - 1. ICTC Management Committee Minutes: October 11, 2023
 - 2. ICTC TAC Minutes: October 26 2023
 - 3. ICTC SSTAC Minutes: October 4, 2023
- C. Memorandum of Understanding (MOU); SCAG and the SCAG Region County Transportation Commissions (CTC) – STBG/CMAQ/CRP Funded Projects

The ICTC Management Committee met on November 08, 2023, and forwarded this item to the Commission for their review and approval after public comment, if any:

- 1. Authorized the Executive Director to sign the Memorandum of Understanding (MOU) between the Southern California Association of Governments (SCAG) and the Imperial County Transportation Commission (ICTC) to establish the roles and responsibilities for STBG/CMAQ/CRP funded projects. The MOU shall begin on

the effective date of the MOU and will continue in full force until such party withdraws.

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

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

Motion Carried.

V. ACTION CALENDAR

A. 2023 Call for Projects Guidelines – Carbon Reduction Program (CRP), Congestion Mitigation and Air Quality (CMAQ) and Surface Transportation Block Grant (STBG) – FFY 2023/24 to FFY 2025/26

The ICTC Management Committee met on November 08, 2023, and forwarded this item to the Commission for their review and approval after public comment, if any:

1. Approved 2023 Carbon Reduction Program (CRP), the Congestion Mitigation Air Quality (CMAQ) and Surface Transportation Block Grant (STBG) Call for Projects Schedule:
2. Directed staff to open a competitive call for projects for member agencies for estimated CRP, STBG and CMAQ funds, effective November 9, 2023, through January 26, 2024;
3. Directed staff to convene an evaluation committee to score and rank the projects; and,
4. Directed staff to return with a list of recommended projects for approval by the Commission.

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

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

Motion Carried.

B. Calexico East Port of Entry Bridge Widening Project – Contract Change Order No. 7

The ICTC Management Committee met on November 08, 2023, and forwarded this item to the Commission for their review and approval after public comment, if any:

1. Approved Change Order No. 7 to Hazard Construction Company for the Calexico East Port of Entry Bridge Widening Project in the amount of \$146,286.08 modifying the total contract value to \$20,499,323.48.
2. Authorized the Executive Director to sign Change Order No. 7.

A motion was made by [Amparano](#) and seconded by [Nava](#) 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	Absent
County of Imperial Hawk	Absent
City of Westmorland	Absent
Imperial Irrigation District	Yes

Motion Carried.

C. Calexico East Port of Entry Bridge Widening Project – Contract Change Order No. 8

The ICTC Management Committee met on November 08, 2023, and forwarded this item to the Commission for their review and approval after public comment, if any:

3. Approved Change Order No. 8 to Hazard Construction Company for the Calexico East Port of Entry Bridge Widening Project in the amount of \$365,218.00 modifying the total contract value to \$20,864,541.48.
4. Authorized the Executive Director to sign Change Order No. 8.

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

Motion Carried.

D. 2024 State Transportation Improvement Program (STIP) Recommendations for Imperial County

The ICTC Management Committee met on November 08, 2023, and forwarded this item to the Commission for their review and approval after public comment, if any:

1. Approved the 2024 STIP Recommendations for Imperial County, requesting to fund

Planning, Programming and Monitoring (PPM) activities in the following distributions:

- a. program a total of \$777,000 from 2024 STIP RIP funds for ICTC staff Planning, Programming and Monitoring (PPM) activities as follows: \$77,000 in fiscal year 2024-25, \$82,000 in fiscal years 2025-26 and 2026-27, \$279,000 for fiscal year 2027-28 and \$257,000 in fiscal year 2028-29.
- b. Carryover the remaining available balance of \$23,257,000 for the Forrester Road improvement project.

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

Motion Carried.

VI. REPORTS

- A. ICTC Executive Director
 - Calexico Intermodal Transportation Center (ITC): ICTC has already acquired 2 of the required 3 properties for the project.
 - 2022 Long Range Transportation Plan: The Final Draft LRTP was recently finished for public review prior to final development. It is anticipated that the document adoption will be in the December timeframe. To access the completed documents and draft project listing, please visit the project website located at <https://ictc-lrtp2023.org/new-page-2>.
 - Forrester Road Project Study Report (PSR): The updated PSR is anticipated to be received in mid-November 2023.
 - All other updates are on the Executive Director report on page 72 of the agenda.
- B. Southern California Association of Governments (SCAG)
 - SCAG's 14th Annual Southern California Economic Summit will be held on Thursday, December 7th, 8 A.M. – 2 P.M. at SHERATON GRAND LOS ANGELES. Learn more and register to attend at scag.ca.gov/economicsummit.
 - All other updates are on the SCAG report on page 80 of the agenda.
- C. California Department of Transportation (Caltrans)- District 11
 - SR-98 Widening Project: The current stage is estimated to be complete next month. The entire project completion date is Spring 2024.
 - I-8, SR-78 Bridge Rehab at Various Locations: All-American Canal work is wrapping up and should be completed by Thanksgiving. The work at the location at Brock Research Center Rd. has begun and is anticipated to be completed by December 2023. The work being done at Winter Haven Dr/ 4th Ave. should be starting in early 2024.
 - I-8 Roadside Safety Improvements: Work has begun on the west side. The expected completion date is Spring 2024.

- Clean California Projects: Work is ongoing on some locations. Work that is taking place on installing the bus shelters is currently on hold due to waiting for the shipment of the shelters. The Clean California Local Beautification grant successes have been announced. The project that was awarded in the Imperial County was in the City of El Centro.
 - All other updates are on the Caltrans report on page 83 of the agenda.
- D. Commission Member Reports
- Updates were provided by various commissioners.
- VII.** The next meeting will be on December 21, 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 7:28 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

October 26, 2023

Present:

Phillip Ramirez	City of Brawley
Alan Molina	The Holt Group
Lily Falomir	City of Calexico
Abraham Campos	City of El Centro
Adriana Anguis	City of Holtville
Jesus Villegas	City of Imperial
Veronica Atondo	County of Imperial
Manuel Ortiz	IID

Others:

David Aguirre	ICTC
Cristi Lerma	ICTC
Angela Delgadillo	ICTC
Juan Manuel Cabrera	City of Brawley
Liz Zarate	City of El Centro
Andres Miramontes	City of El Centro
Angel Hernandez	City of El Centro
Yvonne Cordero	City of Imperial
Ismael Garcia	County of Imperial
Alejandro Lopez Rangel	Caltrans
Byran Ott	Caltrans
Ben Guerrero	Caltrans
Liliana Silveria	Caltrans
David Salgado	SCAG
Luis Wong	ICOE
Erica Garcia	The Holt Group

1. The meeting was called to order at 10:04 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 September 28, 2023 ([Anguis/Ramirez](#)) **Motion Carried.**
3. **ICTC Updates / Announcements**
(Presented by ICTC Staff)
 - a. **Transit Planning Updates**

- Mobility 21 Summit – September 29, 2023: The Mobility 21 Summit was held on September 29, 2023, at the Disneyland Hotel. Chairman Mike Goodsell participated in the Chair’s Roundtable breakout session, along with other Southern California transportation leaders, to discuss challenges and solutions transportation agencies have faced post-pandemic in a Q&A format. Thank you, Chair Mike Goodsell, for your participation.
- IVT Ride Potential Service Modifications: Due to the continuing decline in ridership on all IVT Ride services, staff are exploring the possibility of modifying the service to provide trips to the public but still provide priority to the senior population. The possible modification would enable the service to capture additional passengers and implement a micro transit-like service in various communities. The possible modification would also require financial investment in technology and the development of a passenger web and mobile application.

b. Transportation Planning Updates

DRAFT Long-Range Transportation Public Review:

- The draft LRTP is currently under review and was presented to TAC and the Steering Committee at the end of August. The completed draft LRTP public review and comments period ended on September 6, 2023. The Final Draft LRTP has been released for public review prior to final development. It is anticipated that the document adoption will be in the of November timeframe. To access the completed documents and draft project listing, please visit the project website located at <https://ictc-lrtp2023.org/new-page-2>

CMAQ/STBG & CRP Funding Discussion:

- The CMAQ/STBG & CRP call starts in January and closes in June.
- The updated guidelines will be shared soon.
- For any questions, please contact David Aguirre at davidaguirre@imperialctc.org

4. Caltrans Updates / Announcements:

(Presented by: Alejandro Lopez, Bryan Ott & Ben Guerrero)

- The Inactive project list was updated August 29, 2023. Action is required by the City of Calexico and the County of Imperial.
- The new invoice Form 5A form was updated as of September 2023.
- November 2, 2023 (8:30 – 11:30) – “Local Assistance Day” Quarterly Webinar: Registration and further details are available through this link here – csulb.zoom.us/webinar/register/WN_nkS_DTnGRuWHCHyhK2YcqW#/registration
- Wednesday, November 22, 2023, is the final deadline (for that January 25-26, 2024, CTC meeting).
- On October 1, 2023 the list of active Project End Dates (PED) was updated.
- Complete PED list – <https://dot.ca.gov/programs/local-assistance/projects/projects-with-expiring-end-dates>
- 2025 Active Transportation Program (Cycle 7): Further details are available at this link – <https://catc.ca.gov/programs/active-transportation-program>
- November 6, 2023 – Deadline for Nationally Significant Federal Lands and Tribal Projects Program
- Disadvantaged Business Enterprise (DBE) Goal and Methodology Updates (Office Bulletin #23-01)
- Cooperative Training Assistance Program (CTAP) – New Learning Opportunities! (“live” & virtual): Schedule is available here – <https://ca-ctap.org/?pid=1609> Recordings of several trainings are online.
- Each jurisdiction gave an update on their projects to Caltrans.

5. SCAG Updates / Announcements:

(Presented by: David Salgado)

- SCAG's 14th Annual Southern California Economic Summit will be held on Thursday, December 7th, 8 A.M. – 2 P.M. at SHERATON GRAND LOS ANGELES. Learn more and register to attend at scag.ca.gov/economicsummit.
- Regional Council Approves RHNA Reform Recommendations. For more information on SCAG's RHNA program, visit scag.ca.gov/rhna.
- The Regional Utilities Supporting Housing (RUSH) Grant Opportunity is now open through November 6. Only \$35 million is available so it is asked to be strategic with your asks.

6. Cities and County Planning / Public Works Updates:

- Each jurisdiction gave its update.

7. General Discussion / New Business

No new business was discussed.

Next TAC meeting will be on October 26, 2023, via Zoom for the public and in person at the ICTC offices.

Meeting adjourned at 11:47 a.m.



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

SOCIAL SERVICES TRANSPORTATION ADVISORY COUNCIL

MINUTES

November 01, 2023

Present

Voting Attendees:

Kathleen Lang	California Health & Wellness
Raul Cordova	WTC
Karina Leon	Access to Independence
Sarah Enz	Area Agency on Aging (AAA)
Cristina Leal	ARC- Imperial Valley
Gustavo Gomez	CTSA-ICTC

Non-Voting Attendees:

Helio Sanchez	IVT
Cesar Sanchez	IVT
Karla Pacheco	IVT Access
Karla Aguilar	IVT Ride
Priscilla Lopez	Workforce & Economic Development
Myra Ibarra	Public Health
Maricela Galarza	IVRMA
Atenea Leal	IVRMA
Clarissa Delgadillo	IVRMA
Esperanza Avila	ICTC

1. Ms. Enz called the meeting to order at 10:05 a.m. **A quorum was not present.**
2. Introductions were made.
 - Hybrid meeting.
3. Minutes weren't adopted for September 06, 2023, and October 04, 2023. **Motion not Carried.**
4. CTSA Reports:
Mr. Gomez had the following updates:
 - Attended Westmorland's Health fair on October 06, 2023 giving information on IVT and Access to parents and students.
 - October 11, 2023 Senior Day in El Centro. We provided transportation to over 60 Seniors.
 - October 25, 2023 Access Independence Research Fair in El Centro

- Safety and wellness for Calipatria, providing information about IVT Ride and Access.
- Continuing to assist in sign-ups for IVT Ride and Access via phone and In-person.
- Staff is available for any questions or concerns regarding any of the services.
- Staff is also available to provide brochures and information to any agency that requests it,

5. Review of Agencies' Missions and Clientele:

Ms. Leal, IVRMA, the agency provides;

- The different programs they offer.
- IVRMA implements the Household Hazardous Waste (HHW) Program to provide Imperial County residents the opportunity to dispose of this waste properly, free of charge.
- The Outreach department responds to questions, distributes educational materials and information regarding waste prevention, reuse, repair, composting, and recycling.

Ms. Enz, AAA/Public Administrator Office, the agency provides;

- Offers senior services to 60+ individuals.
- Provides transportation in partnership with ICTC transit services (IVT Ride, IVT Access).
- Offers senior Nutrition sites/ Home delivery meals.
- Is a resource information center for seniors/representatives. The assistance line is always open for individuals with questions about the availability of senior services.
- Offers the AAA-Ombudsman program, advocates for residents that live in long-term care facilities, skilled nursing care facilities, and residential care facilities.
- Offers Payee and public guardian/conservatorship programs for mentally incapacitated individuals.

6. Transit Operator FY 2023-24 Reports:

Imperial Valley Transit

- Mr. Helio presented The Quarter 1 report for the service.
- Services are running busier than usual.
- IVC transit is running great.
- Continuing outreach about services
- Free Faires are still ongoing.

IVT Access

- Ms. Pacheco presented the Quarter 1 report for the service.
- Working with Alegria patients.
- IVC Transit back in service.

IVT Ride

- Ms. Aguilar presented the Quarter 1 report for the service.
- Services are busier than usual.
- Attending more outreach.
- AAA covering ride charges.

IVT MedTrans

- Mr. Helio presented The Quarter 1 report for the service.
- Services is running normal.
- Free fairs until further notice
- Reaching out to Children Hospital for future plans.

- Foundation Mirical Babies to present a Presentation for services.

7. General Discussion

-

8. Adjournment

- The meeting adjourned at 10:55 a.m. ([Cordova, Leal](#)) **Motion Carried**
- The next meeting will be held on Wednesday, December 06, 2023, at the Imperial County Transportation Commission Office, 1503 N. Imperial Ave., Suite 104, El Centro, CA 92243.

V. ACTION CALENDAR

- A. IVRMA Administration Office Space Renewal Contract/Agreement
 - 1. Authorize the IVRMA Executive Director to sign the two-year Office Space Renewal Lease Agreement from January 1, 2024, through December 31, 2025.
 - 2. Direct staff to forward the signed agreement to the current property owner



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

December 8, 2023

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

SUBJECT: IVRMA Administration-Office Space Renewal Contract/Agreement

Dear Committee Members:

IVRMA's current administration office is located at 300 S. Imperial Ave., Suite 6, El Centro CA, 92243. IVRMA currently implements all its Regional Recycling Programs through this office location with an occupancy of (5) office staff. The current lease contract expired on October 31, 2023 and IVRMA has been operating on a month to month agreement for the months of November and December. IVRMA will continue to operate its administration office at this location, thus the property owner has proposed a new two-year contract/agreement. IVRMA was informed that there will be an increase in the lease agreement beginning January 2024. The lease increase reflects a 10.3%, from \$975 to \$1075 a month starting January 2024 for two years, contract/agreement content also reflects this adjustment.

The Office Space Agreement is attached for your review.

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 IVRMA Executive Director to sign the two-year Office Space Renewal Lease Agreement from January 1, 2024, through December 31, 2025.
2. Direct staff to forward the signed agreement to the current property owner.

Sincerely,

David Aguirre
Executive Director

DA/mg
Attachment

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

LEASE AGREEMENT

THIS LEASE is made this 1st day of December 2023, between the Richard Weir McManus Living Trust (Landlord), whose address is 593 W. Main Street, El Centro, CA 92243, and Imperial Valley Resource Management Agency (IVRMA), (Tenant) whose address is 300 S. Imperial Ave., Ste 6, El Centro, CA 92243, who agree as follows: This lease is made with reference to the following facts and objectives:

1. Landlord is the owner of the premises known as **300** South Imperial Ave., El Centro, California.
2. Tenant is willing to lease suite **#6** in the premises from landlord pursuant to provisions stated in this Lease.
3. Tenant wishes to lease the premises of approximately 1000 square feet for purposes of operating resource management agency.
4. Tenant has examined the premises and is fully informed of their condition.

I

Agreement. Landlord leases to Tenant and Tenant leases from Landlord the premises above described and appurtenant rights hereinbelow set forth.

II

Appurtenant Rights. The appurtenant rights referred to in this Lease shall include Tenant's non-exclusive use of common areas designated by Landlord from time to time for the general use and convenience of Tenant and other tenants of the building located at 300 South Imperial Avenue, El Centro, California, their respective authorized representatives and invitees. Common areas shall include pedestrian walkways, landscaped areas, sidewalks, restrooms, and parking areas. However, Landlord shall have the right to establish and enforce reasonable rules and regulations applicable to all tenants concerning the maintenance, management, and use of said common areas, and to close any common areas for maintenance purposes. Tenant to be notified by letter of said rules and regulations that apply to the use of common areas by all tenants and to a misuse of common areas by an individual tenant. Disregard of a written notice from Landlord to Tenant about a misuse will subject Tenant to termination of lease upon 30 days written notice.

III

Term. The term of this Lease shall commence on **January 1, 2024**, and shall expire on **December 31, 2025**.

IV

Rent. The Tenant agrees to pay to Landlord as rent for the leased premises the total sum of **\$25,800.00** payable in **12** monthly installments of **1,075.00** on the first day of each month during the term hereof. The Tenant shall pay to the Landlord prior to the start of Lease **\$--00--** which shall be allocated to **\$--00--** first month's rent installment, and **\$--00--** to last month's rent installment, and **\$--00--** to Security Deposit. Rent must be paid by wire, check transfer via email, PayPal, Venmo, Zelle, ACH, or by direct deposit to: **Richard McManus**, US Bank, routing number 122235821 Account number 158230535557.

V

Late Charge. A late charge of \$100.00, which shall be considered additional rent, will apply if the rent is not received by the 10th of the month.

VI

Security Deposit. Tenant has paid a deposit with Landlord of **\$995.00** as a security deposit for the performance by Tenant of the provisions of this Lease. If Tenant is in default, Landlord can use the security deposit, or any portion of it, to cure the default or to compensate Landlord for all damage sustained by Landlord resulting from Tenant's default. If Tenant is not in default at the expiration or termination of this Lease, and after deducting the cost of any cleaning, repairs, and repainting necessitated by Tenant's occupancy, Landlord shall return the balance of the security deposit to Tenant.

VII

Personal Property Taxes. Tenant shall pay before delinquencies all taxes, assessments, license fees and other charges ("taxes") that are levied and assessed against Tenant's personal property installed or located in or on the premises and that become payable during the term.

VIII

Use. Tenant shall use the premises only for the purposes above described, and for no other purpose without Landlord's consent. Tenant shall not do, bring or keep anything in or about the premises that will cause a

cancellation of any insurance covering the building in which the premises is located. If the rate of any insurance carried by Landlord is increased as a result of Tenant's use, Tenant shall pay to Landlord a sum equal to the difference between the original premium and the increased premium.

Further, Tenant shall comply with all laws concerning the premises or Tenant's use of the premises, including, without limitation, the obligation at Tenant's cost, to alter, maintain, or restore the premises in compliance and conformity with all laws relating to the condition, use, or occupancy of the premises during the term.

IX

Landlord's Maintenance. Landlord at its cost shall maintain the air conditioner and be responsible for monthly filter changes. In the event tenant calls landlord for air-conditioner service and no repairs are required, tenant will be billed for the unnecessary service call. A copy of the service company's invoice stating that no repairs were required will be attached to the tenant's bill. Landlord shall also maintain the structural parts of the premises, which shall include only the foundations, bearing and exterior walls (excluding glass and doors), sub-flooring and roof, together with unexposed electrical, plumbing and sewage systems, including those portions of the systems lying outside the premises.

X

Tenant's Maintenance. Except as provided in paragraph IX, Tenant, at its cost, shall maintain in good condition all portions of the premises and Tenant's personal property, carpet/flooring, fixtures, signs, plate glass, windows/window covering, doors, locks, keys, interior walls, interior ceiling, interior electrical, which includes electrical outlets, light fixtures, light bulbs, light tubes, ballasts (some ballasts are located in the attic), ceiling fans, smoke detectors, and fire extinguishers. Tenant to handle pest control and maintenance issues occurring inside the premises. Tenant is solely responsible for the installation and maintenance of tenant's phone, fax, and data lines.

XI

Alterations. Tenant shall not make any alterations to the premises without Landlord's consent. Any alterations made shall remain on and be surrendered with the premises on expiration or termination of the term, or with ten (10) days after termination of the term. If Tenant removes any such alterations, Tenant, at its cost, shall

restore the premises to the original condition or a jointly agreed condition. If Tenant makes any alterations to the premises as provided herein, the alteration shall not be commenced until ten (10) days after Landlord has received notice from Tenant stating the date of installation of the alterations, so that Landlord can post and record an appropriate notice of non-responsibility. Tenant shall pay all costs for construction done by it, or caused to be done by it, on the premises as permitted by this Lease, and Tenant shall hold Landlord harmless and free from any lien or claim on account thereof and all other liabilities, claims or demands arising out of any work done or materials supplied to the premises at Tenant's instance, and from all actions, suits, and costs of suit by any person to enforce any such lien or claim of lien, liability or demand, together with the costs of suit and attorney's fees incurred by Landlord in connection therewith.

XII

Utilities. Landlord shall furnish to the building reasonable quantities of water. Electricity shall be furnished by the Tenant. Tenant to pay \$100 monthly for common area services if tenant occupies an 800 square foot office. If tenant occupies a larger or smaller office, this fee for utilities will be adjusted accordingly at the rate of \$0.125 per square foot. This utilities fee is included in the monthly rent for this office.

XIII

Indemnity. Tenant shall hold Landlord harmless from all damages arising out of any damage to any person or property occurring in or about the premises, except that Landlord shall be liable to Tenant for damage to Tenant resulting from the acts or omissions of Landlord or its authorized representatives.

XIV

Insurance. Tenant at its cost shall maintain liability insurance, including where appropriate, products liability insurance, with liability limits of not less than one million (\$1,000,000.00.) dollars per occurrence, insuring against all liability of Tenant and its authorized representatives arising out of and in connection with Tenant's use or occupancy of the premises, and including landlord as an additional insured. Tenant shall furnish appropriate evidence of such insurance coverage. Such evidence of insurance shall provide for notification of Landlord in the event of cancellation of such insurance. Tenant shall also maintain, at its cost, insurance on all its personal property, improvements, and alterations located on the leased premises, which insurance shall provide All Risk type coverage.

Tenant shall carry workers compensation insurance covering all employees of Tenant. All insurance policies carried by Tenant shall include a provision whereby the insurer waives its rights of subrogation against Landlord.

XV

Landlord's Fire Insurance. Landlord at its cost shall maintain on the building and other improvements in which the premises are located a policy of standard fire and extended coverage insurance.

XVI

Destruction of the Premises. If during the term, the premises or the building and other improvements on which the premises are located are totally or partially destroyed from cause, rendering the premises totally or partially inaccessible or unusable, Landlord shall restore the premises or the building or other improvements on which the premises are located to substantially the same condition as they were immediately before destruction, if restoration can be made under existing laws and can be completed within ninety (90) working days after the date of the destruction. Such destruction, in that event, shall not terminate this Lease. If the restoration cannot be made in the time stated in this paragraph, then this Lease shall terminate.

XVII

Condemnation. If, by the exercise of any governmental power, whether by legal proceedings or otherwise, a governmental authority condemns the premises, or if Landlord, under threat of condemnation, sells or transfers the premises to any condemnor, this Lease shall terminate on the date the condemnor has the right to possession of the property being condemned. The award shall belong to and be paid to Landlord, except that Tenant shall receive from the award a sum attributable to Tenant's improvements or alterations made to the premises by Tenant in accordance with this Lease, which Tenant has the right to remove from the premises pursuant to the provisions of this Lease but elects not to remove.

XVIII

Assignment, Subletting and Encumbering. Tenant shall not voluntarily assign or encumber its interest in this Lease or in the premises or sublease all or any part of the premises, or allow any other person or entity to occupy or use all or any part of the premises, without first obtaining Landlord's written consent. Any assignment,

encumbrance, or sublease without Landlord's written consent shall be violable and, at Landlord's election, shall constitute a default. Sub-lessee to pay rent to tenant and tenant to continue to pay full lease payment to landlord. Sub-lessee is responsible for all matters for which tenant is responsible under this lease. Tenant shall not sublet the premises if tenant is a month to month tenancy.

XIX

Signs. Tenant, at Tenant's expense, shall install a sign on each side of the existing illuminated sign on Imperial Avenue to advertise its business on the premises subject to Landlord's approval of wording and color. Tenant shall not have the right to place, construct, or maintain any other sign, advertisement, awning, or banner or other exterior decoration without Landlord's consent.

XX

Tenant's Default. Tenant must pay full rent without offsets monthly. Should Tenant fail to pay rent in full when due, abandon, or vacate the premises, or, within thirty (30) days after notice thereof, fail to cure any other default under the terms hereof, Landlord shall have the remedies hereinbelow set forth, which remedies are not exclusive, but are cumulative in addition to any other remedies now or later allowed by law:

Landlord can continue this Lease in full force and effect and the Lease will continue in effect as long as Landlord does not terminate Tenant's right to possession, and Landlord shall have the right to collect rent when due, and rent the premises to a new tenant during the period Tenant is in default, for a period shorter or longer than the remaining term of this Lease, in which event Tenant shall pay to Landlord the rent due under this Lease less the rent Landlord receives from a new tenant during the remaining term of Tenant's lease.

XXI

Attorney's Fees. If any action is commenced for breach of covenant or condition of this Lease or for any rent or for the possession of the premises, or if the Landlord necessarily intervenes in or becomes a party to any action or actions occurring out of this Lease in order to protect his rights, then the losing party shall pay to the prevailing party a reasonable attorney's fee in such action or actions, which fees shall be fixed by the Court as a part of the costs thereof.

XXII

Waiver. No modification, alteration or waiver of term, covenant, or condition of this Lease shall be valid unless in writing, subscribed by Landlord. No waiver of a breach of any covenant or condition shall be construed to be a waiver of any succeeding breach.

XXIII

Sale or Transfer by Landlord. If Landlord sells or transfers all or any portion of the building, other improvements or land of which the premises are a part, Landlord, on consummation of the sale or transfer, shall be released from any liability thereafter accruing under this Lease, if Landlord's successor has assumed in writing, for the benefit of Tenant, Landlord's obligations under this Lease. If any security deposit or prepaid rent has been paid by Tenant, Landlord shall transfer the security deposit or prepaid rent to Landlord's successor and on such transfer, Landlord shall be discharged from any further liability in reference to the security deposit or prepaid rent.

XXIV

Lease renewal. If tenant does not sign a new lease at least 30 days prior to the expiration of tenant's existing lease, it is agreed that tenant will be holding over at a rental rate in the amount of the existing rent plus one hundred dollars on a month-to-month basis, terminable on 30 days written notice given at any time by either party. If tenant intends to vacate the premises instead of signing a new lease or holding over, tenant must give written notice at least 30 days prior to the expiration of tenant's lease.

XXV

Surrender of Premises. Tenant shall surrender to the Landlord the premises and all Tenant's improvements and alterations in good condition (ordinary wear and tear excepted), except for the alterations that Tenant has the right to remove or is obligated to remove under the provisions of this Lease.

XXVI

Bankruptcy. Should Tenant be adjudged bankrupt or make an assignment for the benefit of creditors, or if an attachment or execution is levied upon Tenant's property, such event shall be deemed to be a breach of this Lease by Tenant, and Landlord shall have all the rights herein provided in the event of such breach, including the right, at Landlord's option, to terminate this Lease immediately and enter said premises and remove all persons and property therefrom.

XXVII

Parking. Tenant, tenant's employees, and tenant's clients are allowed to occupy 1 parking space for every 250 square of office space that tenant has leased, as indicated on page 1 of this lease. When leaving the premises after 8 pm when security locks the gates, tenant is responsible for relocking the gates.

XXVIII

Time. Time is of the essence of each provision of this Lease.

XXIX

This Lease terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Lease may be modified only by a further writing that is duly executed by both parties. This Lease shall be binding on and inure to the benefit of the parties and their successors.

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

LANDLORD:

TENANT:

Richard Weir McManus Living Trust

By: _____

By: _____

Richard McManus

Its: Trustee

Its:

Date: _____

Date: _____

V. ACTION CALENDAR

- B. ReCREATE Waste Collaborative Agreement Consulting Services
 - 1. Authorize the Chairperson to sign the agreement between IVRMA and ReCREATE Waste Collaborative for consulting services in the amount of \$108,450.00.



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

December 8, 2023

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

SUBJECT: ReCREATE Waste Collaborative Agreement-Consulting Services

Dear Committee Members:

The Imperial Valley Resource Management Agency (IVRMA) and its member agencies are required to complete a Regional Edible Food Recovery Program (EFRP) Capacity Plan and Capacity Plan Reports for the state (Calrecycle). Within its powers through the recently amended Joint Powers Agreement (JPA), IVRMA was delegated this regional effort to assist member agencies in developing the Regional EFRP Capacity Plan/Reports for state compliance. In an effort to meet the required deadlines for the Regional EFRP Capacity Plan/Reports, the IVRMA Technical Advisory Committee (TAC) proposed obtaining consulting services that would complete the required service.

IVRMA developed a Request for Proposal (RFP) to obtain the required Regional EFRP Capacity Planning Services. The RFP was forwarded to various qualified consultants and requested proposal responses from those consultants. Four interested firms submitted proposals offering the requested services. The RFP requested the firm's background, experience, strategic approaches, proposed timelines, references, and proposed costs for the completion of the project. The four proposals were then reviewed and evaluated by 4 individuals from the following agencies, (1) IVRMA, (1) ICTC, (1) SCAG, and (1) Imperial County. IVRMA contacted the provider references to obtain information pertaining to each of the firms performances with other agencies. As a result of the evaluations and reference checks performed, it was concluded that the consultant that would move forward with the Regional EFRP Capacity Planning Services Project would be the ReCREATE Waste Collaborative.

The scope of services would be completed within an eight-month term to meet deadlines set by the State (CalRecycle) to complete the Regional EFRP Capacity Plan and its Capacity Plan reports.

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

This project will help facilitate the following.

- I. To facilitate all aspects of the required Edible Food Recovery Capacity Planning Report, per Section 18992.2 and 18992.3. To assist IVRMA in assessing current edible food recovery capacity within the Imperial County region, 9 jurisdictions (e.g., City of Brawley, City of Calexico, City of Calipatria, City of El Centro, City of Holtville, City of Imperial, City of Westmorland, Heber Public Utility District, and Imperial County (unincorporated areas). Specifically:
 - a. Estimate the amount of edible food that mandated food donors in the county would send to landfills.
 - b. Identify available existing capacity at food recovery organizations and services that could take the surplus food from food donors in the county.
 - c. Identify whether new or expanded capacity is needed to recover edible food disposed of by commercial edible food generators within the jurisdictions within the county.
- II. To facilitate all aspects of the required Edible Food Recovery Capacity Planning Report, per 14 CCR Section 18985.2, provide education to commercial edible food generators and food recovery organizations/services on behalf of the jurisdictions in the duration of the capacity planning development process.
- III. The development of the capacity planning report through the end of 2034 per 14 CCR Section 18992.3(a)(1) & (2). The consultant will develop two rounds of capacity planning/reporting.
 - a. First, that covers capacity planning for 2022-2024 as stated in the Imperial County Corrective Action Plan (CAP). This implementation schedule is for the period covering January 1, 2022, through December 31, 2024, as required by 14 CCR Section 18992.3 (a)(1).
 - b. The second covers capacity planning for 2025-2034 which is due August 1, 2024. This implementation schedule is for the period covering January 1, 2025, through December 31, 2034, as required by 14 CCR Section 18992.3 (a)(2).
 - c. Per 14 CCR Section 18992.2(c), preparation of implementation schedules is required to address capacity deficiencies in the Imperial County Region for the drafting of these capacity plans/reports.
- IV. Utilizing the information gathered for the capacity planning report, provide recommendations to enhance regional edible food recovery capacity and support to help implement these recommendations. The completed plans/reports will require all jurisdictions to review and provide feedback before deemed final for submission to Cal Recycle. The consultant will be required to submit plans/reports for review; (#1) by March 29, 2024, and (#2) by June 15, 2024.

ReCREATE Waste Collaborative's proposed contract cost is \$108,450 for the completion of the Imperial County: Regional EFRP Capacity Planning Services Project.

ReCREATE Waste Collaborative consultants' proposal and agreement are attached for further review as required. Approval of the agreement is essential to initiate the implementation of their consulting services to develop and complete the EFRP Capacity Plan/Reports per State deadlines. Once the agreement is approved by the board, ReCREATE Waste Collaborative consultants will immediately begin kick-off meetings with IVRMA and its member agencies.

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 agreement between IVRMA and ReCREATE Waste Collaborative for consulting services in the amount of \$108,450.00.

IVRMA Management Committee (3)
Imperial Valley Resource Management Agency

December 8, 2023

Sincerely,



David Aguirre
Executive Director

Attachment

1 **AGREEMENT FOR SERVICES**

2 **ReCREATE Waste Collaborative LLC**

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 **RECREATE WASTE COLLABORATIVE LLC**, an
6 active 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 Edible Food Recovery Capacity Planning & Consulting Support services ("the
10 Project"); and

11 **WHEREAS**, IVRMA 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**, IVRMA and CONSULTANT have and hereby agree to the following:

15 1. **DEFINITIONS.**

16 1.1. "RFP" shall mean IVRMA's request for proposals entitled "Imperial Valley Resource
17 Management Agency Request for Proposal (RFP) Edible Food Recovery Capacity Planning & Consulting
18 Support" dated October 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 "Proposal to the IVRMA Edible
21 Food Recovery Capacity Planning & Consulting Support" dated November 6, 2023. The Proposal is
22 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. Natalie Lessa is hereby designated as the Contract Manager for
26 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 IVRMA.

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 "A"**.

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 IVRMA in writing any discrepancy or inconsistency it
24 discovers in said laws, ordinances, regulations, orders and decrees mentioned above in relation to
25 any plans, 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 IVRMA and shall not
28 be made available to any individual or organization by CONSULTANT without the prior written approval

1 of IVRMA. 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 IVRMA 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 IVRMA 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 IVRMA 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 IVRMA 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 IVRMA 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 IVRMA 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 **\$108,540** unless otherwise
3 previously agreed to by IVRMA.

4 7. PAYMENT.

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

11 8. METHOD OF PAYMENT.

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

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

17 9.1. This Agreement shall commence on the date first written above and shall remain in effect
18 through completion of the Project unless otherwise terminated as provided herein.

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

23 10. SUSPENSION OF AGREEMENT.

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

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1 11. SUSPENSION AND/OR TERMINATION.

2 11.1. IVRMA retains the right to terminate this Agreement for any reason by notifying
3 CONSULTANT in writing seven (7) days prior to termination and by paying the compensation due and
4 payable to the date of termination; provided, however, if this Agreement is terminated for fault of
5 CONSULTANT, IVRMA shall be obligated to compensate CONSULTANT only for that portion of
6 CONSULTANT's services which have been performed in accordance with the terms and conditions of this
7 Agreement. Said compensation is to be arrived at by mutual agreement between IVRMA and
8 CONSULTANT; should the Parties fail to agree on said compensation, an independent arbitrator shall be
9 appointed and the decision of the arbitrator shall be binding upon the Parties.

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

14 12. INSPECTION.

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

20 13. OWNERSHIP OF MATERIALS.

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

24 14. INTEREST OF CONSULTANT.

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

1 14.2. CONSULTANT covenants that, in the performance of this Agreement, no sub-contractor or
2 person having such an interest shall be employed.

3 14.3. CONSULTANT certifies that no one who has or will have any financial interest pursuant to
4 this Agreement is an officer or employee of IVRMA.

5 15. INDEMNIFICATION.

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

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

26 C. If Consultant should subcontract all or any portion of the services to be performed under
27 this Agreement, Consultant shall require each subcontractor to indemnify, hold harmless and defend
28

1 IVRMA and its members, board members, officers, officials, employees, agents and volunteers in
2 accordance with the terms of the preceding paragraphs.

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

4 16. INDEPENDENT CONTRACTOR.

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

8 16.1. CONSULTANT is not an employee or agent of IVRMA and is only responsible for the
9 requirements and results specified by this Agreement or any other agreement.

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

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

19 16.4. CONSULTANT shall not be entitled to have IVRMA withhold or pay, and IVRMA shall
20 not withhold or pay, on behalf of CONSULTANT, any tax or money relating to the Social Security Old
21 Age Pension Program, Social Security Disability Program, or any other type of pension, annuity, or
22 disability program required or provided by any Federal, State or local law or regulation.

23 16.5. CONSULTANT shall not be entitled to participate in, or receive any benefit from, or
24 make any claim against any IVRMA fringe program, including, but not limited to, IVRMA's pension
25 plan, medical and health care plan, dental plan, life insurance plan, or any other type of benefit program,
26 plan, or coverage designated for, provided to, or offered to IVRMA's employee.

27 16.6. IVRMA shall not withhold or pay, on behalf of CONSULTANT, any Federal, State, or
28 local tax, including, but not limited to, any personal income tax, owed by CONSULTANT.

1 16.7. CONSULTANT is, and at all times during the term of this Agreement, shall represent
2 and conduct itself as an independent contractor, not as an employee of IVRMA.

3 16.8. CONSULTANT shall not have the authority, express or implied, to act on behalf of, bind
4 or obligate IVRMA in any way without the written consent of IVRMA.

5 17. INSURANCE.

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

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

18 \$2,000,000 per occurrence for bodily injury and property damage

19 \$1,000,000 per occurrence for personal and advertising injury

20 \$4,000,000 aggregate for products and completed operations

21 \$4,000,000 general aggregate

22 (ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as
23 the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01,
24 and include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code
25 1 - Any Auto) with limits of liability of not less than \$2,000,000 per accident for bodily injury and
26 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.

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

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

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

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

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

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

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

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

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

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

26 Consultant shall furnish IVRMA with all certificate(s) and applicable endorsements effecting
27 coverage required hereunder. **All certificates and applicable endorsements are to be received and**
28 **approved by IVRMA's Executive Director or his/her designee in his/her sole discretion prior to**

1 **IVRMA's execution of the AGREEMENT and before work commences.** Upon request of IVRMA,
2 Consultant shall immediately furnish IVRMA with a complete copy of any insurance policy required
3 under this Agreement, including all endorsements, with said copy certified by the underwriter to be a
4 true and correct copy of the original policy. This requirement shall survive expiration or termination of
5 this Agreement.

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

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

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

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1 18. ASSIGNMENT.

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

5 19. NON-DISCRIMINATION.

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

22 20. NOTICES AND REPORTS.

23 20.1. All notices and reports pursuant to this Agreement shall be in writing and may be given
24 by personal delivery or by mailing by certified mail, addressed as follows:

25 **IVRMA**

26 Attn: Executive Director
27 IVRMA
28 300 S Imperial Avenue, Suite 6
El Centro, CA 92243

CONSULTANT

Attn: Project Manager
ReCREATE Waste Collaborative LLC
212 Quincy Ave 204
Long Beach, CA 90853

1 20.2. All notices and reports pursuant to this Agreement may be given by personal delivery or
2 by mailing by certified mail at such other address as either Party may designate in a notice to the other
3 Party given in such manner.

4 20.3. Any notice given by mail shall be considered given when deposited in the United States
5 Mail, postage prepaid, addressed as provided herein.

6 21. ENTIRE AGREEMENT.

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

10 22. MODIFICATION.

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

13 23. PARTIAL INVALIDITY.

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

17 24. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.

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

25 25. WAIVER.

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

1 26. CHOICE OF LAW.

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

5 27. ATTORNEY'S FEES.

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

8 28. AUTHORITY.

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

11 28.1. He/She is duly authorized to execute and deliver this Agreement on behalf of
12 CONSULTANT;

13 28.2. Such execution and delivery is in accordance with the terms of the Articles of
14 Incorporation or Partnership, any by-laws or Resolutions of CONSULTANT and;

15 28.3. This Agreement is binding upon CONSULTANT accordance with its terms.

16 29. COUNTERPARTS.

17 This Agreement may be executed in counterparts.

18 30. REVIEW OF AGREEMENT TERMS.

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

23 31. NON-APPROPRIATION.

24 31.1. All obligations of IVRMA are subject to appropriation of resources by various federal,
25 State, and local agencies, including but not limited to the U.S. Department of Transportation
26 ("DOT") and the California Department of Transportation ("Caltrans").

27 31.2. This Agreement is valid and enforceable only if sufficient funds are made available to
28 IVRMA for the purposes of this Project. In addition, this Agreement is subject to any additional

1 restrictions, limitations, conditions, or any statute enacted by Congress, State Legislature, or
2 IVRMA, and any regulations prescribed therefrom, that may affect the provisions, terms, or
3 funding of this Agreement.

4 31.3. If sufficient funds for the Project are not appropriated, this Agreement may be amended
5 or terminated in order to reflect said reduction in funding.

6 32. PREVAILING WAGE.

7 32.1. CONSULTANT acknowledges that any work that qualifies as a “public work” within the
8 meaning of California Labor Code section 1720 shall cause CONSULTANT, and its sub-
9 consultants, to comply with the provisions of California Labor Code sections 1775 et seq.

10 32.2. When applicable, copies of the prevailing rate of per diem wages shall be on file at
11 IVRMA and available to any interested party upon request. CONSULTANT shall post copies of
12 the prevailing wage rate of per diem wages at the Project site.

13 32.3. CONSULTANT hereby acknowledges and stipulates to the following:

14 32.3.1. CONSULTANT has reviewed and agrees to comply with the provisions of Labor
15 Code section 1776 regarding retention and inspection of payroll records and
16 noncompliance penalties; and

17 32.3.2. CONSULTANT has reviewed and agrees to comply with the provisions of Labor
18 Code section 1777.5 regarding employment of registered apprentices; and

19 32.3.3. CONSULTANT has reviewed and agrees to comply with the provisions of Labor
20 Code section 1810 regarding the legal day’s work; and

21 32.3.4. CONSULTANT has reviewed and agrees to comply with the provisions of Labor
22 Code section 1813 regarding forfeiture for violations of the maximum hours per day and
23 per week provisions contained in the same chapter.

24 32.3.5. CONSULTANT has reviewed and agrees to comply with any applicable
25 provisions for those Projects subject to Department of Industrial Relations (DIR)
26 Monitoring and Enforcement of prevailing wages. IVRMA hereby notifies
27 CONSULTANT that CONSULTANT is responsible for complying with the requirements
28 of Senate Bill 854 (SB854) regarding certified payroll record reporting. Further

information concerning the requirements of SB854 is available on the DIR website located at: <http://www.dir.ca.gov/Public-Works/PublicWorksEnforcement.html>.

33. WORKERS' COMPENSATION CERTIFICATION.

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

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

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

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

34. DISADVANTAGED BUSINESS ENTITY COMPLIANCE.

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

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

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

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

1 IVRMA reserves the right to deduct any such loss in funding from the amount of compensation
2 due to CONSULTANT under this Agreement.

3 34.5. In addition to the above, CONSULTANT's failure to comply with DBE
4 requirements/goals shall subject it to such sanctions as are permitted by law, which may include,
5 but shall not be limited to the following:

6 34.5.1. Termination of this Agreement;

7 34.5.2. Withholding monthly progress payments;

8 34.5.3. Compensatory, special, incidental, liquidated and other damages; and/or

9 34.5.4. Designation of CONSULTANT as "nonresponsible," and disqualification from
10 bidding on future public works projects advertised by IVRMA.

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

13 **IMPERIAL VALLEY RESOURCE**
14 **MANAGEMENT AGENCY**

RECREATE WASTE COLLABORATIVE LLC

15
16
17 By: _____
18 MIKE GOODSSELL
Chair of the Board of Directors

By: _____
NATALIE LESSA
Managing Member

19 **ATTEST:**

20
21 By: _____
22 CRISTI LERMA
Secretary to IVRMA

23 **APPROVED AS TO FORM:**

24
25 By: _____
26 Eric Havens
27 IVRMA Counsel
28

VI. REPORTS

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



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

Memorandum

Date: December 2, 2023
To: ICTC Commission Members
From: David Aguirre, Executive Director
Re: Executive Director's Report

The following is a summary of the Executive Director's Report for the ICTC Commission meeting on December 13, 2023.

- 1) **Transit Data Update:** *At the request of the commission, staff has prepared the following data table noting ridership for all services. The data compares Calendar Year 2019 (pre-pandemic) and the current Calendar Year 2023.*

Service	CY2019	CY2023*
Imperial Valley Transit (Fixed)	699,867	573,991
IVT Blue Line	11,505	2,898
IVT Green Line	11,029	3,699
IVT Gold Line	13,233	6,484
IVT Access	28,125	11,266
IVT Ride	54,432	23,121
IVT Medtrans	5,350	1,315

***Pending data for months of November and December**

Services continue to grow in ridership post pandemic restriction. The free fares program has certainly contributed to the increase in ridership.

- 2) **Calexico East Port of Entry Bridge Widening Project Ribbon Cutting Event, November 15, 2023:** *GSA, ICTC, regional partners celebrated the completion of the Calexico East Land Port of Entry's new bridge expansion - Stage 1 with a Ribbon Cutting celebration. ICTC Executive Director David Aguirre led the ceremony on November 15, 2023, at 9 a.m. Speakers included ICTC Chair Mike Goodsell, CBP Calexico Port Director Roque Caza, GSA Pacific Rim Region Public Buildings Service Deputy Regional Commissioner Amanda Sweeney, FHWA Senior Project Engineer Tay Dam, Caltrans District 11's South County and Trade Corridor Director Nikki Tiongco, CTC Commissioner Clarissa Reyes Falcon, and Head Counsel of the Mexican Consulate in Calexico Tarcisio Montes de Oca. The event concluded with the anticipated Ribbon Cutting followed by media opportunities. ICTC would like to thank all its partners for the continued coordination efforts throughout the life of this project. It is anticipated that the remaining stages will be completed by Spring 2024. For additional information regarding this project visit the ICTC website at: <https://www.imperialctc.org/projects/calexico-east-port-of-entry-bridge-expansion>*

- 3) **Imperial Mexicali Binational Alliance (IMBA):** *The next IMBA meeting and strategic planning session will be held in the City of Mexicali, tentatively on January 16, 2024. More information will be disseminated as soon as possible.*
- 4) **Imperial Valley Transit (IVT) FREE FARES PROGRAM:** On August 7, 2020, the Imperial County Transportation Commission (ICTC) announced the implementation of a **Free Fares Program** for various Imperial Valley Transit (IVT) services. Eligible services include IVT Fixed Route, IVT Circulators (Blue, Green and Gold Lines), IVT ACCESS and IVT RIDE (EL Centro, Imperial, Heber, Brawley, Calexico, Westshores). All passengers are eligible to benefit from the Free Fares Program. The fares are subsidized by a State of California grant and fare contributions to IVT RIDE passengers by the County of Imperial's Area Agency for the Aging (AAA). *ICTC was able to secure a new grant to provide free fares for all its transit programs. Due to the previous labor issues, ICTC implemented free fares for all services to assist with the inconvenience to the public. The labor issues have since been resolved but ICTC will continue to offer free fares to the public until further notice. ICTC was also able to secure a second grant to provide free fares for all services with the exception of the Calexico On Demand service.*
- 5) **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.
- 6) **Calexico Intermodal Transportation Center (ITC):** A new Intermodal Transportation Center in the City of Calexico has been part of ICTC's long range transit planning. The new Calexico ITC will serve as a regional mobility hub that will accommodate bus bays for Imperial Valley Transit in addition to private bus companies, taxis and farm labor buses. ICTC previously received a Congestion Mitigation and Air Quality federal program fund to complete the environmental and design plans of the new Calexico ITC. *The environmental and design phase has been completed. Right of Way Acquisition is underway. ICTC has already acquired 1 of the required 3 properties for the project. The city of Calexico Council approved the commencement of the eminent domain process for two of the required properties. ICTC was recently awarded multiple grants to complete the required construction efforts for the project. ICTC received grant awards from the Regional Early Action Planning (REAP) 2.0, Active Transportation Program (ATP) and Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Programs. ICTC recently participated in a press conference with Congressman Dr. Raul Ruiz to announce the award of the RAISE grant.*
- 7) **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/FY24-25.*
- 8) **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.*
- 9) **2022 Long Range Transportation Plan:** The ICTC in its capacity as the Regional Transportation Planning Agency is responsible to lead the Long Range Transportation Plan (LRTP) in Imperial County. The last update to the LRTP was conducted in 2013. ICTC staff completed a Request for Proposal (RFP) to prepare a full update of the Imperial County LRTP. Michael Baker International was the selected consultant. The goal of the LRTP is to provide the following:

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

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

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

Virtual and pop-up outreach events were held in the month of July to inform the public of the upcoming draft document and opportunity to provide input. The draft LRTP is currently under review and was presented to TAC and the Steering Committee at the end of August. The completed draft LRTP public review and comments period ended on September 6, 2023. *The Final Draft LRTP has been released for public review prior to final development. It is anticipated that the document adoption will be in the month of February 2024. To access the completed documents and draft project listing, please visit the project website located at <https://ictc-lrtp2023.org/new-page-2>.*

- 10) **Forrester Road Project Study Report (PSR):** Caltrans District 11 has been working on a project report on behalf of ICTC. The PSR will analyze safety and operation improvements along Forrester Road between I-8 and SR86/SR78. Other improvements include the Westmorland bypass. A meeting to discuss the draft PSR took place at the ICTC offices on Wednesday, March 29, 2023, at 9 a.m. Further updates to the PSR are anticipated along with additional meetings to discuss the updated PSR. *The updated PSR is anticipated to be received by the end of December 2023.*
- 11) **Coordinated Border Infrastructure Program Funds:** *Project considerations have been compiled from all ICTC member agencies. Lead agencies have expressed interest in \$2M Coordinated Border Infrastructure (CBI) Program funds and would be able to provide the corresponding matching funds for their corresponding project listed below. All projects listed have been identified by the lead agency as a project of regional significance; however, some projects have stronger nexus to CBI funding requirements than others. Meeting CBI requirements is an important requirement in the selection of the project(s).*

Project List for Consideration		
Agency	Project Name	Work Completed
City of Brawley	Best Road Rehabilitation Project from Main Street to Ganado Road	
City of Calexico	2nd Street/All American Canal Bridge Replacement	
	2nd Street Bridge Widening at New River	Cost Estimates were completed but need to be updated
City of Calipatria	Sidewalks along Hwy 111	

City of El Centro	Imperial Avenue Extension South Phase 4	Environmental (NEPA) cleared
City of Holtville	Sidewalks along Hwy 115	
City of Imperial	P Street/Clark Road Rehabilitation Project from Aten Blvd. to Worthington Road (including work in the County of Imperial)	Preliminary costs completed
City of Westmorland	SR86 & Martin Road Signalization	
County of Imperial	Picacho Road Bridge Replacement	Design in progress & CEQA & NEPA in progress
	Drew Road Bridge***	

***The County of Imperial has expressed interest in seeking CBI funds for the Picacho Road Bridge Replacement to redirect local funds towards the improvements to Drew Road Bridge. The Drew Road Bridge project currently has 90% design completed. The County of Imperial can commit to deliver the Drew Bridge Project by February 2025 if granted CBI funding for Picacho Road Bridge. ICTC will be working with each of the agencies to obtain updates on proposed projects. An action item will be presented to the Management Committee and Commission in the coming months.

- 12) **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 was awarded an additional \$500,000 to be utilized for operations of the service and additional service hours. The contract amendment with the operator was approved at the June meeting.
- 13) **Calexico East Port of Entry Bridge Widening Project:** The Project proposes to widen the bridge over the All-American Canal at the U.S./Mexico border approximately 0.7 miles south of State Route (SR) 7. The project proposes to widen the existing structure by adding four lanes: Two New Northbound Auto Lanes and Two New Northbound Commercial Vehicle Lanes. In May 2018, Caltrans and ICTC received \$3,000,000 from the California Transportation Commission and the Trade Corridor Enhancement Program (TCEP) to complete the Project Approval and Environmental Document (PA/ED) for the project. In June 2018, Caltrans completed a Project Initiation Document (PID). In Fall of 2018, the PA/ED phase was initiated by Caltrans, technical studies for the National Environment Policy Act (NEPA) document under Caltrans as the NEPA lead are in progress and is scheduled for completion in May 2020. In December 2018, ICTC was awarded \$20 million under the U.S. Department of Transportation's BUILD discretionary grant program to complete the Design-Build construction phase. ICTC subsequently received TCEP in the amount of \$7.4 Million for construction efforts. *The design portion of the project is complete. The project construction is underway, and construction was anticipated to be completed at the beginning of 2023 but suffered delays due to the issuance of the presidential permit. Approximately 83% of construction efforts have been completed. The project was temporarily placed on hold for 6 months due to the issuance of the presidential permit to relocate the border fence. The Presidential Permit was received on July 7, 2023. The project has restarted construction activities. It is anticipated that the overall project will be completed during the middle portion of 2024 calendar year.*

- 14) **State Route 86 (Northbound) Border Patrol Checkpoint:** State Route 86 (Northbound) Border Patrol Checkpoint: In August 2017 following a year of coordination, Caltrans, the County of Imperial and ICTC met with CBP management and operations staff achieved consensus for a new conceptual alternative prepared by Caltrans. The LTA Board met on September 27, 2017; staff presented the Board with a fund request for \$1.3 million from the 5% Regional Highway Set-Aside from the Measure D allocations. A Consultant Agreement with AECOM for design and construction engineering was approved by the LTA on February 28, 2018. Following our ICTC Board meeting in late September 2020, ICTC has initiated a traffic study as required by Caltrans. Design work has been delayed due to Border Patrol's concern related to their ability to provide additional funding necessary to meet their operational requirements. On Wednesday, March 17, 2021, ICTC received confirmation from Border Patrol Headquarters in Washington D.C. that they wish to proceed with the original Canopy Design that is similar to Interstate 8 Pine Valley Checkpoint.

As discussed, and confirmed with Border Patrol, ICTC will only provide the remaining funds we had available (February 2021) of approximately \$1.3 million to complete the traffic study, 100% design plans, and construction of the canopy, lighting related to the canopy, and traffic related improvements required by Caltrans. Border Patrol is committed to paying for all other construction-related costs and Border Patrol will lead the construction contract. Border Patrol, Caltrans and ICTC are having weekly meetings toward completing design plans and obtaining Caltrans Permits and Environmental Clearance. The improvement plans have been prepared in final draft form and have been submitted to Caltrans for review.

- 15) **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.*
- 16) **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. The project bus stop improvements were completed in November/December 2023.
- 17) **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)*
- 18) **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.

- 19) **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.
- 20) **Regional Active Transportation Program:** ICTC staff has been working with staff from the Southern California Association of Governments (SCAG) in the development of the Active Transportation Program (ATP) guidelines. The ATP is funded from various federal and state funds including the federal Transportation Alternatives Program (TAP), the Highway Safety Improvement Program (HSIP), State Highway Account, and Safe Routes to Schools (SR2S). The approved California Transportation Commission 2023 ATP (Cycle 6) program guidelines divide the funds into state and regional shares. State funds are available through a competitive application process. Applicants that are unsuccessful at the state level are considered for regional funds. Regional ATP funds are administered by the Metropolitan Planning Organizations (MPO). SCAG is Imperial County's MPO. Per SCAG's 2023 ATP Regional Guidelines, county transportation commissions may assign up to 20 points to each statewide project application deemed consistent and meeting eligibility requirements. ICTC staff has completed the adoption process of the scoring methodology. ICTC staff received state scoring of ATP applications from Imperial County and presented staff recommendations to TAC members on December 15, 2022. Staff recommendations were approved at the January Commission meeting. See the table below for further information. *Next steps include approval of the projects by SCAG and ultimately the California Transportation Commission during their June 2023 meeting.*

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

- 21) **San Diego & Imperial Counties Sustainable Freight Strategy:** San Diego Association of Governments (SANDAG) and ICTC received a Caltrans Sustainable Transportation Planning Grant for a Sustainable Freight Implementation Strategy for both counties. The goal with the strategy is to help transition the freight sector in San Diego and Imperial Counties to sustainable technologies, operations, infrastructure over the next 30 years. The strategy will systematically implement multimodal freight projects and policies, seek to pilot innovation technologies, create a workforce development toolkit, and identify potential funding sources for implementation. The area of study includes communities adjacent to major freight infrastructure in San Diego and Imperial Counties. Environmental justice areas, as defined by AB617, will be a particular focus and include the Portside

Environmental Justice Communities, the International Border Community, and Calexico-El Centro-Heber corridor. This plan kicked off in February 2022 and is expected to be completed March 2024. Public engagement has been instrumental in the creation of this strategy, participants of Imperial County have included County Public Works department, Work Force Development, Comité Civico del Valle, Imperial Valley Economic Development Corporation, among others. Strategy outcomes are scheduled to be presented to SANDAG and ICTC groups as well as community organizations such as IMBA and AB617 meetings starting in June in Imperial County.

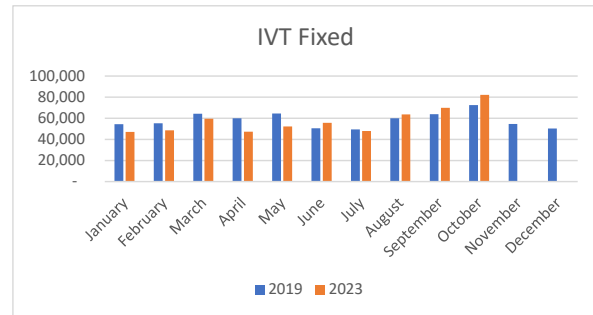
- 22) **State Route 98 Widening from Ollie to Rockwood:** As part of the Calexico West POE Expansion project, SR-98 and Cesar Chavez Boulevard were widened and improved to serve the expansion to the west. Caltrans' SR-98 work between VV Williams and Ollie Avenue was completed in March 2018, and the Cesar Chavez Blvd. Widening was completed in October 2019. Caltrans has completed the design and right of way phase for SR-98 Widening between Rockwood Avenue and Ollie Avenue. On June 24, 2020, CTC authorized construction funding. The total project cost is estimated at \$7 million using a combination of 2016 Earmark Repurposing, Demonstration, Traffic Congestion Relief, ICTC and local funds. The construction start date was delayed due to environmental impacts and other utility projects in progress within the project area. Construction of the project began on August 6, 2021. The existing contractor of the project has been removed. Caltrans has secured a new temporary contractor to complete the project improvements from Ollie Avenue to Highway 111. Caltrans completed Phase 1 in late November. *Phase 2 of the project commenced on January 9th, 2023. The portion of the project that consisted of the north side of Highway 98 between Highway 111 and Ollie Avenue has been completed. Caltrans is now working on completing the east side of Highway 98 between Highway 111 and Rockwood Avenue.*
- 23) **State and Federal Local funding Obligations:** Projects programmed in Federal Fiscal Year (FFY) 2019/2020 were fully obligated according to Caltrans Local Assistance. Beginning October 1, 2020, agencies can move forward with request for authorization (RFA) for Congestion Mitigation Air Quality (CMAQ), Surface Transportation Block Grant program (STBG) programmed in FFY 2020/2021. Other state funding also included in the Federal Transportation Improvement Program (FTIP) include the Active Transportation Program (ATP).
- 24) **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
- 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. Cycle 2 Broadband grant amount is \$600,000. Reimbursement for the cycle 2 grant have been submitted to CPUC and are awaiting payment.
- 26) **Funding Opportunities:**
 - For a complete list of California specific grant opportunities go to <https://www.grants.ca.gov/>.
 - For a complete list of federal transportation grant opportunities go to <https://www.transportation.gov/bipartisan-infrastructure-law/key-notices-funding-opportunity>.

27) Meetings attended on behalf of ICTC:

- Various Weekly Reoccurring Calexico East POE Bridge Widening Project Meetings
- Various Weekly Project Specific Meetings
- November 2, 2023 – SCAG Regional Council meeting
- November 7, 2023 – IVT Quarterly Meeting for Operations, Safety, Dispatch and Maintenance at the ICTC offices
- November 8, 2023 – ICTC Management Committee meeting at the ICTC offices and via zoom meeting
- November 8, 2023 – ICTC Commission meeting at the ICTC offices and via zoom meeting
- November 10, 2023 – Veterans Day Walk community service
- November 13, 2023 – FY 2024 Annual Work Plan kickoff meeting with ICTC and FTA via Teams meeting
- November 15, 2023 – East Port of Entry Bridge Widening project Ribbon Cutting event on the new bridge
- November 16, 2023 – Area Agency on Aging Advisory Council presentation at the AAA offices
- November 16, 2023 – ICTC Technical Advisory Committee meeting at the ICTC offices and via zoom meeting
- November 17, 2023 – Mobility 21 Board meeting (joint with Advisory Board) via zoom meeting
- November 17, 2023 – CTC CEOs meeting via Teams meeting
- November 17, 2023 – Imperial County Broadband Planning Committee meeting via Teams meeting
- November 28, 2023 – CalSTA Strategic Plan Stakeholder Meeting #1 via webex webinar
- November 29, 2023 – SCAG Regional Transit Technical Advisory Committee Meeting via zoom meeting
- December 4, 2023 – SCAG Region CRP and CMAQ/STBG Working group via Teams meeting
- December 5, 2023 – Calexico West Port of Entry Traffic Improvements Project Initiation Document (PID) Engagement meeting via Teams meeting
- December 6, 2023 – ICTC SSTAC meeting at the ICTC offices and via zoom meeting
- December 6, 2023 – CTC Reception in Riverside, CA
- December 7, 2023 – SCAG Economic Summit in Los Angeles, CA

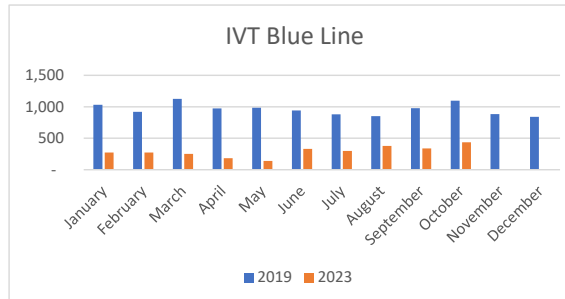
IVT Fixed

	2019	2023
January	54,456	47,138
February	55,286	48,477
March	64,333	59,452
April	60,059	47,175
May	64,475	52,262
June	50,456	55,785
July	49,492	47,881
August	59,986	63,695
September	63,966	69,868
October	72,434	82,258
November	54,628	
December	50,296	



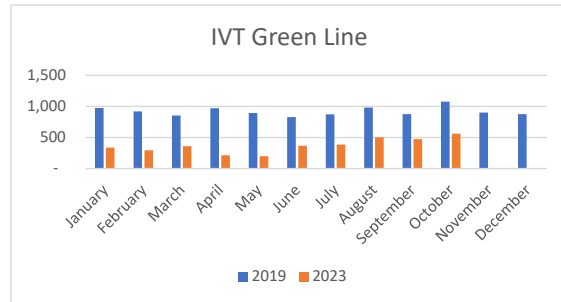
IVT Blue Line

	2019	2023
January	1,031	272
February	920	272
March	1,126	251
April	973	183
May	985	141
June	943	331
July	879	298
August	851	377
September	979	338
October	1,096	435
November	883	
December	839	



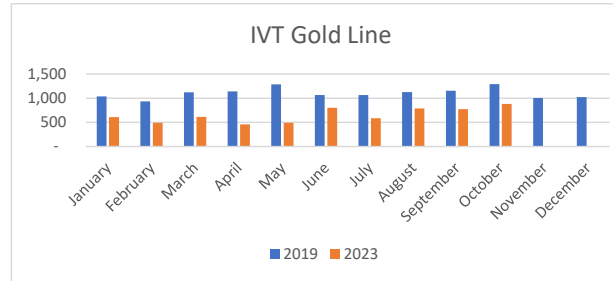
IVT Green Line

	2019	2023
January	975	337
February	921	295
March	855	359
April	970	215
May	896	198
June	827	369
July	873	386
August	983	504
September	876	474
October	1,077	562
November	901	
December	875	



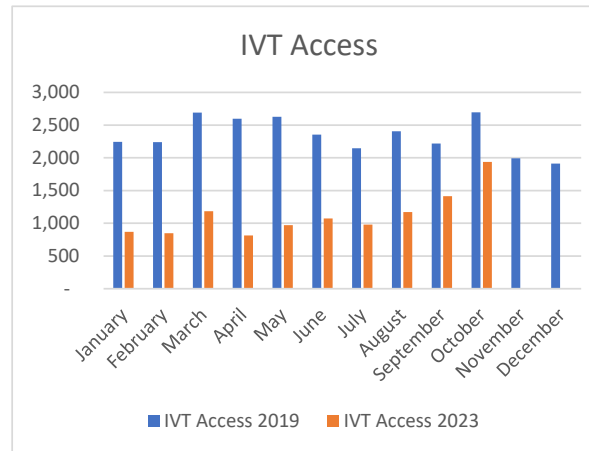
IVT Gold Line

	2019	2023
January	1,036	610
February	931	490
March	1,121	611
April	1,139	458
May	1,286	489
June	1,065	802
July	1,065	586
August	1,124	785
September	1,153	773
October	1,288	880
November	1,003	
December	1,022	



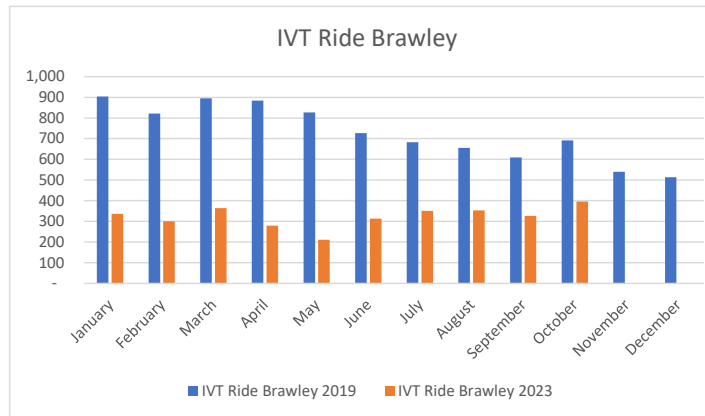
IVT Access

	2019	2023
January	2,244	869
February	2,239	849
March	2,690	1,183
April	2,596	812
May	2,626	972
June	2,357	1,075
July	2,147	980
August	2,405	1,173
September	2,220	1,416
October	2,694	1,937
November	1,995	
December	1,912	



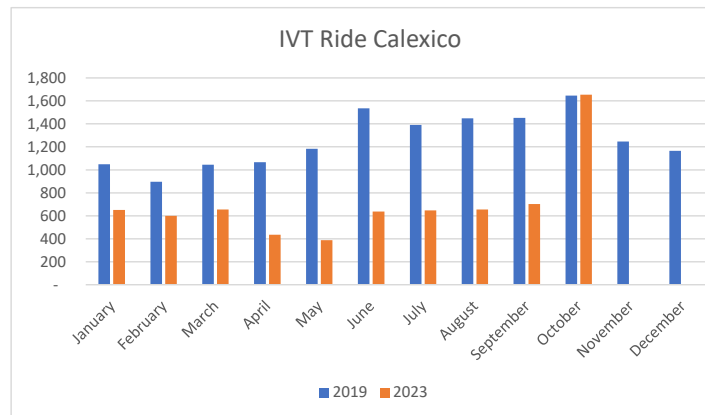
IVT Ride Brawley

	2019	2023
January	904	337
February	822	300
March	895	364
April	884	280
May	827	211
June	727	313
July	683	351
August	655	353
September	609	327
October	692	396
November	540	
December	514	



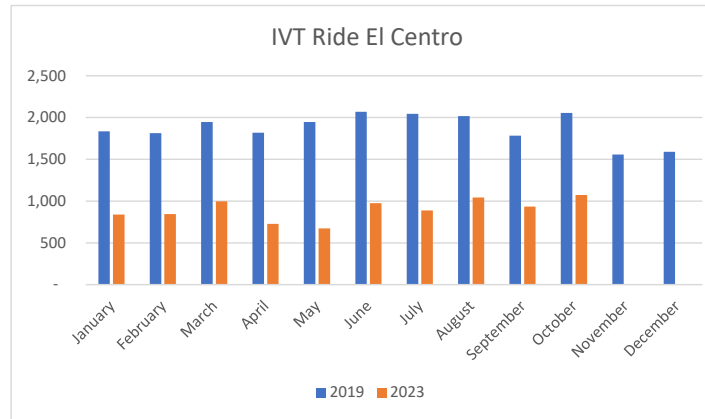
IVT Ride Calexico

	2019	2023
January	1,049	651
February	897	600
March	1,044	655
April	1,066	436
May	1,183	388
June	1,535	637
July	1,391	647
August	1,448	655
September	1,453	702
October	1,646	1,654
November	1,246	
December	1,166	



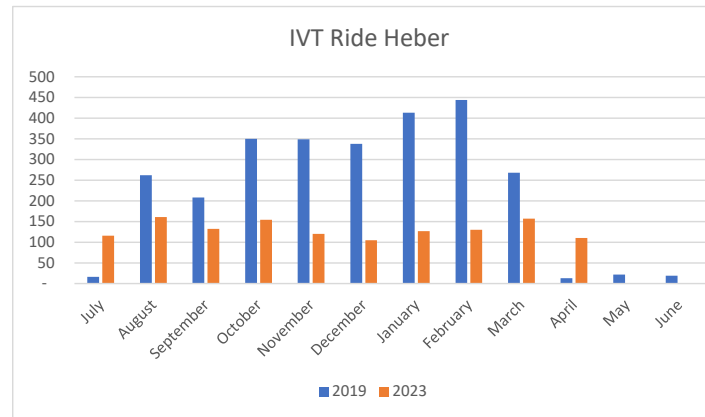
IVT Ride El Centro

	2019	2023
January	1,835	838
February	1,814	844
March	1,947	996
April	1,819	727
May	1,946	673
June	2,068	974
July	2,045	888
August	2,016	1,043
September	1,784	934
October	2,054	1,073
November	1,556	
December	1,590	



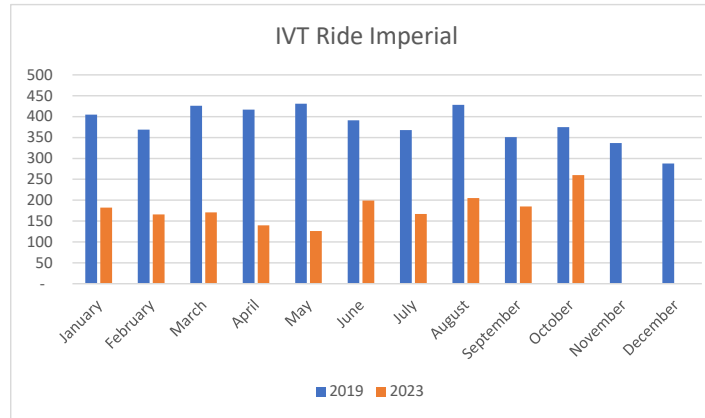
IVT Ride Heber

	2019	2023
July	16	116
August	262	161
September	208	132
October	350	154
November	349	120
December	338	105
January	413	127
February	444	130
March	268	157
April	13	110
May	22	
June	19	



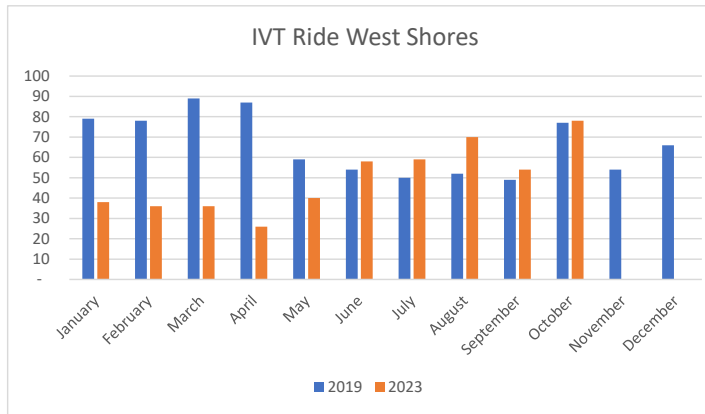
IVT Ride Imperial

	2019	2023
January	405	182
February	369	166
March	426	171
April	417	140
May	431	126
June	391	199
July	368	167
August	428	205
September	351	185
October	375	260
November	337	
December	288	



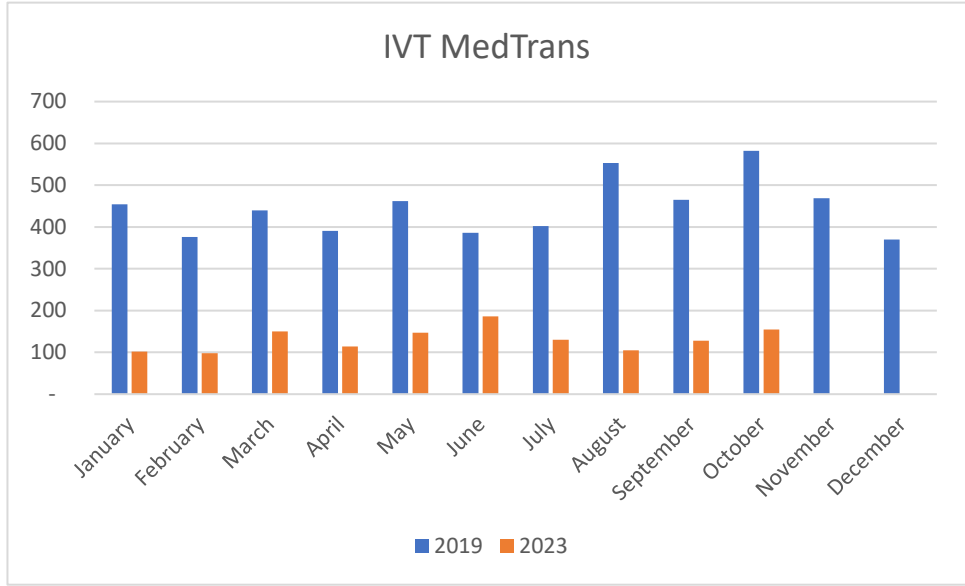
IVT Ride West Shores

	2019	2023
January	79	38
February	78	36
March	89	36
April	87	26
May	59	40
June	54	58
July	50	59
August	52	70
September	49	54
October	77	78
November	54	
December	66	



IVT MedTrans

	2019	2023
January	454	102
February	376	98
March	440	150
April	391	114
May	462	147
June	386	186
July	402	130
August	553	105
September	465	128
October	582	155
November	469	
December	370	



Memorandum

Date: December 13th, 2023
To: ICTC Committee and Management Meeting
From: David Salgado, Government Affairs Officer (GAO)
Re: **Southern California Association of Government's (SCAG) Report**

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

1. SCAG's 14th Annual Southern California Economic Summit

THURSDAY, DECEMBER 7th, 8 A.M. – 2 P.M. SHERATON GRAND LOS ANGELES

On Thursday, Dec. 7th, SCAG held the 14th annual Southern California Economic Summit at the Sheraton Grand in downtown Los Angeles. The theme of this year's summit was "Accelerating the Region." Southern California is uniquely rich in both natural and economic resources. Keynote speaker Greg Lindsay, from "Cornell Tech," provided great insight into the potential AI and augmented reality has at an urban scale. From generating new jobs to creating efficiency gains for commuters, shipping and travel, a strong regional transportation system has economic benefits for all of the nearly 19 million people in the region. Southern California has the resources to accelerate its economy toward stability, growth and prosperity—and can build momentum with regional collaboration toward shared goals.

2. SCAG DRAFT Connect SoCal 2024

Every four years, the Southern California Association of Governments (SCAG) updates Connect SoCal, Southern California's Regional Transportation Plan/Sustainable Communities Strategy for the six-county region—as required by federal and state regulations. The Draft Connect SoCal 2024 plan is now available for public review and comment through Jan. 12, 2024.

This Draft Connect SoCal 2024 outlines a vision for a more resilient and equitable future, with policies and strategies for achieving the region's shared goals through 2050. The plan was developed through a four-year planning process involving rigorous technical analysis, extensive stakeholder engagement and robust policy discussions with local elected leaders. Information about the draft plan can be found at www.scag.ca.gov/connect-socal and a copy of the plan is available for review at the SCAG Imperial Regional Office.



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

3. SCAG 2024 SAVE THE DATE! 2024 REGIONAL CONFERENCE & GENERAL ASSEMBLY

SCAG will host the 59th annual Regional Conference & General Assembly on May 2-3, 2024, at the JW Marriott Desert Springs Resort & Spa in Palm Desert. Mark your calendars to join Southern California's most influential leaders, innovators and policymakers for collaborative, solution-oriented discussions on fostering change and addressing challenges in our communities. Subscribe to updates from SCAG for information about registration as we get closer to the event.

4. SCAG 2024 General Assembly Delegate and Alternate Selection

Please keep an eye out for the SCAG General Assembly Delegate selection email. SCAG sends an email to all cities asking for respective councils to take action to appoint a specific General Assembly Delegate and an Alternate. Only the selected Delegate and Alternate will be afforded an opportunity to vote at the conference. All elected officials are invited to attend the SCAG General Assembly and Annual Conference. Elected Officials and City Managers are comped on registrations.

California Department of Transportation



To: ICTC Commission / Mgmt. Committee

Date: December, 2023

From: GUSTAVO DALLARDA
Caltrans District 11 Director

Subject: **DISTRICT DIRECTOR'S REPORT**

CONSTRUCTION

1. **SR-98 Widening Project:** As part of the Calexico West POE Expansion project, SR-98 and Cesar Chavez Blvd were widened and improved to serve the expansion to the west. SR-98 work between VV Williams and Ollie Avenue was completed in March 2018, and the Cesar Chavez Blvd widening was completed in October 2019 by the City of Calexico. Construction for stage 1 of the SR-98 eastbound widening between Rockwood Avenue and Ollie Avenue was completed in November 2022. The construction of Stage 2 (westbound SR-98 from SR-111 to Ollie Ave) is now substantially complete. Stage 3 is underway with completion estimated in January 2024. Completion of Stage 4 is estimated for Spring 2024. The total project cost is estimated at \$8.2 million.
2. **I-8, SR-78 Bridge Rehab at Various Locations:** The project 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 is nearly complete. Work at the All-American Canal is anticipated to be completed by December. Work at Brock Research Center Rd has begun and nearly complete. Target start for the 4th Ave bridge is mid to late January. Total estimated cost is \$8 million. The Palo Verde locations have an anticipated start of early December. These bridge repairs will install a long-term automated traffic control signal at both locations for reversible 1 way traffic throughout the duration of construction.



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



PROJECT DELIVERY

1. **SR-111 Roadside Improvements:** This project will be implementing improvements at various locations on SR-111 between Heber Rd and Niland. The scope includes upgrading guardrail, ADA curb ramps and rumble strip installations. The project cost is estimated at \$11 million and was advertised in August and awarded in October. Construction start date is January 2024.
2. **SR-186 All-American Canal Bridge:** This project proposes to construct a new bridge over the All-American Canal (AAC). The new bridge will improve safety and better facilitate international and interregional movement of

people, goods and services. A 2019 feasibility study proposed 8 alternatives including a no-build option. The following stakeholders have been identified, Fort Yuma Quechan Indian Tribe, US BIA, US BOR, IID, International Boundary and Water Commission, County of Imperial, Union Pacific Railroad and US GSA. Preliminary Design of the bridge is underway, as well as environmental studies. *Project Milestones: Project Approval/Environmental Clearance 12/2024. The Anticipated funding fiscal year for construction is 2027/28.*

MAINTENANCE AND TRAFFIC OPERATIONS

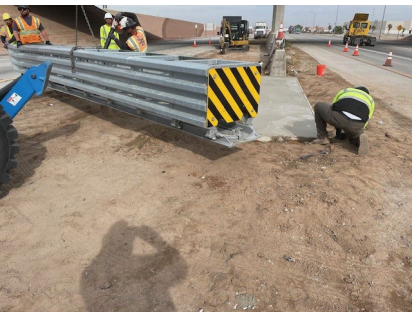
1. El Centro Traveled Way Crew – Sweeping I-8/SR111, lateral support SR111, litter control SR86 in El Centro.



2. El Centro Functional/Marking Crew – Sign/landscape maintenance, Refresh pavement markings SR-86 / Keystone Road



3. Midway Traveled Way Crew – Crack sealing SR98, storm response/repairs, fence repair I-8, assisted guardrail contractor with repair - SR7.



4. Brawley Traveled Way Crew – Sweeping/brush control, mowing and dig outs / paving – SR86 in Westmorland.



5. El Centro Clean CA Crew – Litter control/landscaping activities I-8/4th , SR86 in Brawley.



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

Caltrans has received all required documents from AECOM except the QMP, SIQMP, and the environmental document. Caltrans will proceed with the 0 phase. 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 various improvements for Forrester Road (I-8 to SR 78/86). It is being prepared as 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 using local roads, proposes passing lanes in the new River area, and makes improvements to the Forrester Road intersections at Ross Road and Evan Hewes Highway. The environmental designation has been determined and the Environmental Branch is currently updating the PEAR to reflect this new list of priorities. The document is anticipated to be completed by early spring of 2024.

2. **Feasibility Studies: District 11 Truck Parking and Medium/Heavy Duty ZEV Charging Station Site Assessment** – The purpose of this study is to identify potential sites, assess site feasibility, and develop conceptual planning plans for four future truck parking facilities and Medium Duty/Heavy Duty (MD/HD) Zero Emission (ZEV) charging and fueling stations in San Diego and Imperial counties primarily along corridors identified by the Senate Bill (SB) 671 Clean Freight Corridor Efficiency Assessment. The study will also support regional and local efforts to advance MD/HD ZEV including the San Diego and Imperial County Sustainable Freight Implementation Strategy. The study completion is estimated for summer 2024.

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

3. **Local Assistance:**

2025 Active Transportation Program (Cycle 7)

The California Transportation Commission (CTC) is developing guidelines for the 2025 Active Transportation Program (ATP) cycle. Statewide workshops have started (please see attachments). There are two upcoming ATP cycle 7 virtual webinars through Zoom. The January 10th workshop will be discussing applications and the February 6th workshop will be discussing scoring rubrics. Registration is required for both workshops.

Further details are posted at this link:

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

California Transportation Commission (CTC) Allocation and Approval Requests

Please review this linked 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.

dot.ca.gov/-/media/dot-media/programs/financial-programming/documents/proposed-2024-draft-prep-external-063024.pdf

Friday, January 19, 2024 – deadline for the next CTC meeting
(March 21-22, 2024)

Unique Entity Identifier (UEI)

UEI's expire annually and on different dates for each agency. Local agencies need to reverify in the SAM.gov website 4-6 weeks before UEI expires. No E-76's will be processed if a UEI is marked invalid. If Caltrans can't verify a UEI, it may be that the local agency opted out of public view, if this is the case, please provide Caltrans a snapshot of the UEI (from SAM.gov) as verification.

Calipatria, Westmorland, and Imperial County have not confirmed their UEI.

For assistance, please contact Area Engineer, Alejandro Lopez-Rangel at Alejandro.lopez-rangel@dot.ca.gov or (858) 229-1721.

www.SAM.gov

Title VI Nondiscrimination Program

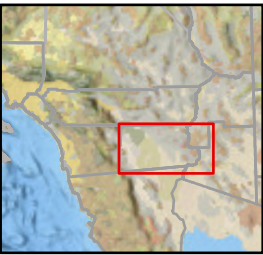
Local agencies must comply with all Title VI requirements (LAPM Section 9.2). Title VI compliance is subject to review at any time.

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)

STATUS OF TRANSPORTATION PROJECTS



76 FCE: Port of Entry

Date:10/18/2023



16. 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.

2024 MEETING SCHEDULE
CALIFORNIA TRANSPORTATION COMMISSION

Adopted June 28, 2023

JANUARY 25(TH) – 26(F), 2024 – SACRAMENTO REGION

FEBRUARY 2024 – NO REGULARLY SCHEDULED COMMISSION MEETING

MARCH 21(TH) – 22(F), 2024 – SAN JOSE

TBD – Executive Equity Advisory Committee meeting – TBD

APRIL 2024 – NO REGULARLY SCHEDULED COMMISSION MEETING

April 11 – Joint CTC/CARB/HCD Meeting — TBD

April 17(W) & 18(TH) – Town Hall Meeting – TBD

MAY 16(TH) – 17(F), 2024 – ORANGE COUNTY

JUNE 27(TH) – 28(F), 2024 – MONTEREY BAY AREA

JULY 2024 – NO REGULARLY SCHEDULED COMMISSION MEETING

AUGUST 15(TH) – 16(F), 2024 – SAN DIEGO REGION

SEPTEMBER 2024 – NO REGULARLY SCHEDULED COMMISSION MEETING

September 25(W) & 26(TH) – Town Hall Meeting – TBD

TBD – Tri-State Meeting – Fresno Area

OCTOBER 17(TH) – 18(F), 2024 – BAKERSFIELD

NOVEMBER 2024 – NO REGULARLY SCHEDULED COMMISSION MEETING

November 7 – Joint CTC/CARB/HCD Meeting – TBD

DECEMBER 5(TH) – 6(F), 2024 – RIVERSIDE

TBD – Executive Equity Advisory Committee meeting – TBD



California Transportation Commission

SAVE THE DATE

2025 Active Transportation Program Central Workshop

Please mark your calendars for the upcoming California Transportation Commission Central Workshop for the Active Transportation Program (ATP). This workshop will be held in a virtual setting. Registration information and workshop agenda/details will be posted in advance of each workshop on the [ATP website](#).

Wednesday, January 10, 2024
1:00 p.m. – 4:00 p.m.

To participate via Zoom, please register at:

https://zoom.us/webinar/register/WN_OQ9a1DYqQUmZb8qQnMFhgg

CALIFORNIA TRANSPORTATION COMMISSION STAFF CONTACTS:

Laurie Waters, Associate Deputy Director
Laurie.Waters@catc.ca.gov

Beverley Newman-Burckhard, Assistant Deputy Director
Beverley.Newman-Burckhard@catc.ca.gov

Elika Changizi, Program Analyst
Elika.Changizi@catc.ca.gov

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California Transportation Commission

SAVE THE DATE

2025 Active Transportation Program Central Workshop

Please mark your calendars for the upcoming California Transportation Commission Central Workshop for the Active Transportation Program (ATP). This workshop will be held in a virtual setting. Registration information and workshop agenda/details will be posted in advance of each workshop on the [ATP website](#).

Tuesday, February 6, 2024
9:00 a.m. – 12:00 p.m.

To participate via Zoom, please register at:

https://zoom.us/webinar/register/WN_B877Gwd6TmKUqzrXcvM0Kg

CALIFORNIA TRANSPORTATION COMMISSION STAFF CONTACTS:

Laurie Waters, Associate Deputy Director
Laurie.Waters@catc.ca.gov

Beverley Newman-Burckhard, Assistant Deputy Director
Beverley.Newman-Burckhard@catc.ca.gov

Elika Changizi, Program Analyst
Elika.Changizi@catc.ca.gov

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