



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

**TRANSPORTATION COMMISSION
AGENDA**

**WEDNESDAY, MAY 26, 2021
6:00 PM
REMOTE PARTICIPATION ONLY**

CHAIR: CHERYL VIEGAS-WALKER

VICE CHAIR: ROSIE ARREOLA-FERNANDEZ

Individuals wishing accessibility accommodations at this meeting, under the Americans with Disabilities Act (ADA), may request such accommodations to aid hearing, visual, or mobility impairment by contacting ICTC offices at (760) 592-4494. Please note that 48 hours advance notice will be necessary to honor your request.

To participate on your computer via Zoom Meeting:

<https://zoom.us/j/96465436086?pwd=T1dNajlhajhGaVVrYmFTMHFoNHVXQT09>

To Join by phone please dial (669) 900-9128

Meeting ID: 964 6543 6086 #

Passcode: 562638 #

I. CALL TO ORDER AND ROLL CALL

II. CLOSED SESSION

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

III. EMERGENCY ITEMS

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

IV. PUBLIC COMMENTS

In compliance with the Governor's Order N-29-20, the meeting will be held telephonically and electronically. If members of the public wish to review the attachments or have any questions on any agenda item, please contact Cristi Lerma at 760-592-4494 or via email at cristilerma@imperialctc.org. Agenda and minutes are also available at: <http://www.imperialctc.org/meetings-&-agendas/commission/>. If any member of the public wishes to address the Commission, please submit written comments by 5 p.m. on Tuesday, May 25, 2021. Comments should not exceed three minutes on any item of interest not on the agenda within the jurisdiction of the Committee. The Committee will listen to all communication, but in compliance with the Brown Act, will not take any action on items that are not on the agenda.

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

V. CONSENT CALENDAR

(Executive Director recommends approval of consent calendar items)

- A. Approval of the ICTC Commission Draft Minutes: April 28, 2021 Pages 5-23
- B. Receive and File:
1. ICTC Management Committee Minutes: May 12, 2021
 2. ICTC TAC Minutes: March 25, 2021
 3. ICTC SSTAC Minutes: April 7, 2021
- C. FY 2021-22 Sixth Revision to Memorandum of Understanding (MOU); ICTC - Quechan Indian Tribe - Yuma County Intergovernmental Public Transit Authority (YCIPTA) for Turquoise Route #10 and Blue Route #5 Page 25

The ICTC Management Committee met on May 12, 2021 and forward this item to the Commission for review and approval after public comment, if any:

1. Authorize the Chairperson to sign the Sixth Extension to the Memorandum of Understanding (MOU) between the Yuma County Intergovernmental Public Transportation Authority (YCIPTA), The Imperial County Transportation Commission (ICTC) and the Quechan Indian Tribe for the continued implementation and operation of a regional connector bus service (YCAT Turquoise #10) between Yuma AZ, Winterhaven and El Centro, California; and, a circulator route from Yuma with stops in the eastern Imperial County area (YCAT Blue #5) effective July 1, 2021 through June 30, 2022 and provide a not to exceed subsidy to the Quechan Tribe and YCIPTA in an amount of \$162,062.71.

- D. Agreement for Professional Financial Auditing Services - FY 2020-21 through FY 2022-23 Page 28

The ICTC Management Committee met on May 12, 2021 and forward this item to the Commission for review and approval after public comment, if any:

1. Authorize the Chairman to sign the agreement for the ICTC Agreement for Professional Financial Auditing Services effective July 1, 2021, for the audit periods FY 2020-21 through FY 2022-23, with the firm of The Pun Group:
 - a. For the fiscal reporting period of July 1, 2020 through June 30, 2021, the annual not to exceed fee set at \$65,000.00
 - b. For the fiscal reporting period of July 1, 2021 through June 30, 2022, the annual not to exceed fee set at \$66,950.00
 - c. For the fiscal reporting period of July 1, 2022 through June 30, 2023, the annual not to exceed fee set at \$68,959.00

- E. Agreement for Professional Financial Reporting Services of the ICTC Transit Operations - FY 2020-21 through FY 2024-25 Page 45

The ICTC Management Committee met on May 12, 2021 and forward this item to the Commission for review and approval after public comment, if any:

1. Authorize the Chairman to sign the agreement for the ICTC Transit Operators Fiscal Reporting services effective July 1, 2021, for the audit period FY 2020-21 through FY 2024-25, with the firm of Eide Bailly:
 - a. For the fiscal reporting period of July 1, 2020 through June 30, 2021, the annual not to exceed fee set at \$40,000.00
 - b. For the fiscal reporting period of July 1, 2021 through June 30, 2022, the annual not to exceed fee set at \$40,000.00

- c. For the fiscal reporting period of July 1, 2022 through June 30, 2023, the annual not to exceed fee set at \$40,000.00
- d. For the fiscal reporting period of July 1, 2023 through June 30, 2024, the annual not to exceed fee set at \$40,000.00
- e. For the fiscal reporting period of July 1, 2024 through June 30, 2025, the annual not to exceed fee set at \$40,000.00

VI. REPORTS (Up to 5 minutes per staff report) Pages 62-86

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

VII. ACTION CALENDAR

- A. Approving Participation in the Clean Mobility Options (CMO) Voucher Pilot Program for Calexico Mobility On Demand Service Page 88

The ICTC Management Committee met on May 12, 2021 and forward this item to the Commission for review and approval after public comment, if any:

- 1. Authorize the Chairperson to sign the resolution authorizing the Executive Director to sign the CMO program documentation and to ensure compliance with the CMO Program requirements; and,
- 2. Direct staff to submit the application to Caltrans.

- B. Imperial County Service Authority for Freeway Emergencies (SAFE) for the Preventive and Corrective Maintenance of Call Boxes on Interstate 8 and State Route 86 in Imperial County: Award Recommendation: CASE Emergency Systems, Inc. Page 91

The ICTC Management Committee met on May 12, 2021 and forward this item to the Commission for review and approval after public comment, if any:

- 1. Approve the award of the Agreement for the Preventive and Corrective Maintenance of Call Boxes on Interstate 8 and State Route 86 in Imperial County to *CASE Emergency Systems, Inc.* in the amount of \$504,773.60 for a five-year period.
- 2. Authorize the Chairperson to sign the agreement.

VIII. MEETING DATE AND PLACE

- A. The next meeting of the **Imperial County Transportation Commission** will be held on **Wednesday, June 23, 2021 at 6:00 p.m.**, remotely via Zoom Meeting.

IX. ADJOURNMENT

- A. Motion to adjourn

V. CONSENT CALENDAR

V. CONSENT CALENDAR

- A. Approval of the ICTC Commission Draft Minutes:
April 28, 2021
- B. Receive and File:
 - ICTC Management Committee Minutes:
May 15, 2021
 - ICTC TAC Minutes:
March 25, 2021
 - ICTC SSTAC Minutes:
April 7, 2021

IMPERIAL COUNTY TRANSPORTATION COMMISSION
DRAFT MINUTES FOR APRIL 28, 2021
6:00 p.m.

VOTING MEMBERS PRESENT:

City of Brawley	George Nava via zoom
City of Calipatria	Maria Nava-Froelich via zoom
City of Calexico	Rosie Arreola-Fernandez via zoom
City of El Centro	Cheryl Viegas-Walker via zoom
City of Imperial	Robert Amparano via zoom
City of Holtville	Michael Goodsell via zoom
City of Westmorland	Ana Beltran via zoom
County of Imperial	Luis Plancarte via zoom
County of Imperial	Absent
Imperial Irrigation District	Javier Gonzalez via zoom

NON-VOTING MEMBERS PRESENT: Caltrans District 11 Gustavo Dallarda via zoom

STAFF PRESENT: Mark Baza, David Aguirre, Cristi Lerma, Virginia Mendoza, Michelle Bastidas, Audrie Tapia, Daveline Villasenor.

OTHERS PRESENT: All via zoom – David Salgado: SCAG; Ann Fox, Rafael Reyes, Layla Sawari, Daniel Hernandez: Caltrans; Tony Hughes, Mauricio Salazar: First Transit; Carmen Vargas, Michael Fleishman: BARCLAYS; Tyler Salcido: City of Brawley; Erwin Gojuangco: County Council

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, April 28, 2021 together with staff reports and related documents attached thereto and incorporated therein by reference.

Given public health directives limiting public gatherings due to the threat of COVID-19 and in compliance with the Governor’s Order N-29-20, the meeting will be held telephonically and electronically.

I. CALL TO ORDER AND ROLL CALL

Chair Viegas- Walker called the Commission meeting to order at 6:01 p.m. Roll call was taken, and a quorum was present.

II. CLOSED SESSION

III. EMERGENCY ITEMS

There were none.

IV. PUBLIC COMMENTS

There were no public comments received.

V. CONSENT CALENDAR

- A. Approval of the ICTC Commission Draft Minutes: March 24,2021
- B. Receive and File:

1. ICTC Management Committee Draft Minutes: March 24,2021
April 14,2021
 2. ICTC TAC Minutes: February 25,2021
 3. ICTC SSTAC Minutes: March 3, 2021
- C. Application for Federal Transit Administration (FTA) Section 5311 Program Funds, FY 2020-21
1. Authorized the Chairman to sign the resolution authorizing the Executive Director to sign the FTA 5311 FY 2020-21 grant application with all supporting documentation.
 2. Directed staff to submit the application to Caltrans.
- D. Application for Federal Transit Administration (FTA) Section 5311 Program Funds FY 2020-21 – Coronavirus Relief and Response Supplemental Appropriations Act
1. Authorized the Chairman to sign the resolution authorizing the Executive Director to sign the FTA 5311 CRRSAA FY 2020-21 grant application with all supporting documentation.
 2. Directed staff to submit the application to Caltrans.

A motion was made by [Amparano](#) and seconded by [Nava](#) 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 <small>Plancarte</small>	Absent
County of Imperial <small>Kelley</small>	Absent
City of Westmorland	Absent
Imperial Irrigation District	Absent

Motion Passed.

VI. REPORTS

- A. ICTC Executive Director
- Mr. Baza provided updates from the report on page 33 of the agenda with a focus on items 1, 2, 3, and 20 of the agenda. Mr. Baza informed the Commission Mr. Aguirre would be providing updates regarding the Calexico Mobility On-Demand Transit.
 - Mr. Aguirre shared the Calexico Mobility On-Demand Transit is a proposed demonstration of demand-responsive transit service, dynamically routed micro-transit service with plug-in hybrid electric vehicles (PHEV) to bridge transportation gaps and provide connectivity between services and locations across the City of

- Calexico, California. The program has anticipated to have 3 vehicles and charging stations that will be located at the maintenance yard.
- Mr. Aguirre announced the funding is for two years and the Imperial County Transportation Commission is required to fund the third and a fourth year is in the works.
 - Ms. Viegas-Walker expressed her excitement with the program and asked when a press release would roll out regarding the mobility service. Mr. Aguirre stated the program has a starting period of 6-12 months and there are marketing efforts that come along with it. Mr. Baza added he is willing to take suggestions on ways to release this information to the public.
- Mr. Baza provided updates regarding the HERO PACE Program with Western Riverside Council of Governments and shared the Imperial County Transportation Commission partnered with Western Riverside Council of Governments (WRCOG) to offer PACE services to the residents of the Imperial County for energy reduction projects. Mr. Baza announced the residential program was shut down due to the HERO program administrator Renovate America filed bankruptcy on December 23, 2020, which led to termination of the agreement.
 - Mr. Baza provided a brief update regarding the Calexico East Port of Entry Bridge Widening project. Mr. Baza shared the ICTC staff completed the procurement process and award action was taken on March 24, 2021. The next steps include issuing a notice to proceed to Hazard Construction to initiate the design of the project. ICTC has recently advertised a Request for Proposals for Construction Management services to provide engineering support on behalf of ICTC through design and construction.
 - Ms. Nava-Froelich inquired about the status of potential bus stops in Calipatria and Niland. Mr. Aguirre stated a meeting took place with the City Manager of Calipatria and evaluated the proposed location where the bus would serve the public. The proposed route has been temporarily suspended due to the pandemic, however, is something they are working to bring back. Mr. Aguirre stated the Niland bus stop is currently unused and is looking into relocating the bus stop to the fire station. Mr. Aguirre stated he will follow up with Caltrans regarding the current location and provide updates once done.
 - Mr. Baza provided an update regarding the partnerships with IVEDC regarding the Southern Border Broadband Consortium (SBBS) and The Brawley Transit Corridor Browns Field Assessment.
 - SBBC completed the objectives of the 2017-2020 CPUC CASF Consortia Grant cycle, which ended in June 2020. SBBC applied for a second grant cycle in summer of 2020 and was approved in the Fall for a start date of December 1, 2020.
 - The 2020-2023 grant cycle is currently underway. Imperial County Transportation Commission is getting ready for the first report of the cycle, which is anticipated to be due at the end of May.
 - The Brawley Transit Corridor Brownfield Assessments have completed a lot of the reassessments.
 - The Finnell Property has 3 parcels. Phase 1 and Phase 2 reports have been finalized and 3 underground storage tanks have been excavated and disposed of. Currently assisting the property owner in identifying grant dollars to apply to the site cleanup that is being required after uncovering significant contamination.
 - The Chai, Lesicka, and Dek Properties have been completed and closed out.

- The Pioneers Property has 3 parcels. It received DTSC approval on May 11, 2020. Phase 1's was completed on all parcel, 1 parcel which is the site of a former Chevron station closed on 1975 which will require a phase 2. A resolution is expected by mid-May.
 - The Gibson property received DTSC approval on April 28, 2021. This is a former fueling station and will likely have a recommended Phase 2 site assessment.
 - Ms. Villasenor provided updates from the IVRMA report page 39 of the agenda.
 - Joint Powers Authority Agreement is to implement SB 1383 and delegate specified activities and responsibilities. The JPA Agreement includes compliance with SB 1383, AB 341 and/or AB 1826.
 - Three clean-up events were held in the month of April those which include the City of Imperial, El Centro, and Brawley all of which were successful. A variety of clean up events are expected to be hosted in the month of May.
 - The final draft for the FY 2018-2019 Audit will be provided at the next Commission meeting in the month of May along with a budget workshop for the IVRMA program.
 - Ms. Viegas-Walker requested to bring back the completion timeline on where IVRMA is at with the 2019-2020 Audit and when the 2020-2021 would commence at the next Commission meeting.
- B. Southern California Association of Governments (SCAG)
- Mr. Salgado provided updates from the reports on page 75 to 78 of the agenda.
 - SCAG acted at the Regional Council Meeting in April to appoint the regional council board officers for the upcoming fiscal year. The appointments will be ratified at the SCAG General Assembly on May 6, 2021.
 - The annual convening of the SCAG General Assembly is scheduled for Thursday May 6th, 2021 at 10:15 am, the meeting will be held remotely. Those who were appointed as delegated should have received the complete agenda via email. A virtual open house will be held a day prior to the General Assembly, all elective officials are welcome to join.
 - SCAG has been coordinating with the clean cities coalition regarding Electric Vehicle Charging Station (EVCS) Permit Streamlining Training. Imperial County was identified through that group as an area with a lack of permit streamlining process and have been able to establish through the Technical Advisory Committee at ICTC that there is a need for further discussion around permit streamlining.
 - SCAG has several different surveys being sent out those which include the COVID's Local Government Fiscal Impacts Survey and The Broadband Survey. Mr. Salgado encouraged folks in the Imperial County to complete the surveys and provide a voice for Imperial County.
 - SCAG has been reaching out to cities promoting the Regional Data Platform (RDP) and the Local Information Services Team (LIST). SCAG has created the LIST in an effort to support the rollout of the RDP and other housing and data support needs. SCAG is focused to be a resource to the members moving forward.
 - Applications are open for the Community Safety Ambassador Training Program. The Ambassador Program is an interactive community engagement and leadership development opportunity for up to 60 community members in Imperial, San Bernardino, and Ventura counties. Selected Ambassadors will be engaged by California Walks for this paid training opportunity, which consists of 6 training sessions (for a total of 30 hours) to educate and Ambassador Program

participants will gain experience, learn alongside local community members. More information can be obtained from SCAG ROA David Salgado.

- The 32nd Annual Demographic Workshop registration is currently open which is scheduled to be held in the month of June. The topic this year will be The Post Pandemic-City, more information can be found on <https://scag.ca.gov/demographics>.

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

- Mr. Dallarda provided updates from the report on pages 82-88 of the agenda
 - Eastbound I-8/ Imperial Avenue Interchange is on schedule. Ramps will continue to be closed and are expected to be reopened summer 2021.
 - The SR-98 Widening Project has been delayed due to there being active nest that contains different species. The biologist is expected to return sometime this summer to reevaluate the area and start construction once the area is clear.
 - The extension of the original detour for the SR-111 Niland Geysers/ Mud Pot has been placed and was open to traffic on Friday April 16, 2021. The detour will remain in place as the mud pot moves beyond the original freeway.
 - Mr. Dallarda had several other announcements regarding Earth Day, Safety Awareness Week activities being held in the month of April.

D. Commission Member Reports

- Mr. Amparano inquired about the possibilities of having a second bust stop for Rogar Engineering. Mr. Aguirre advised Mr. Amaprano that Rogar give him a call to discuss the project furthermore.
- Ms. Viegas-Walker shared the County Wide Remembrance will be held virtually on May 15, 2021 at 8:00 am.
- Mr. Gonzales requested clarification on what agency is responsible for bus stops in the City of Calexico. He stated that shade structures are necessary for many of the current bus stops, or they will not be utilized in the summer.
- Mr. Gonzalez stated that the IID public entity fund has about \$350,000 available to non-profit organizations. To apply for funds, please send a letter of interest to IID, attention James Hanks. There is an opportunity to help many small organizations.
- The IID passed a resolution for Arbor Day. Each Director will plant a tree. Mr. Gonzalez will plant his at the SDSU Imperial Valley Campus on Friday, April 30, 2021. Dippy Duck will be present with safety information.

VII. LTA INFORMATION CALENDER

A. Results of Sales Tax Revenue Bond Refunding of 2012 Series A,B,C,D,E

A presentation was made by Barclays staff regarding the final results of Sales Tax Revenue Bond Refunding of 2012 Series A,B,C,D,E. Mr. Fleishman provided the forward tax-exempt results for each participating agency in Imperial County.

VIII. NEXT MEETING DATE AND PLACE

- A. Ms. Viegas -Walker requested the Commissioners complete a poll on whether they would like to continue to have the monthly meetings via Zoom or in person. The next meeting of the **Imperial County Transportation Commission** will be held on **May 26, 2021 at 6:00 p.m.**, at the **ICTC Offices**, 1503 N. Imperial Ave., Suite 104, El Centro, CA 92243 via Zoom Meeting.

IX. ADJOURNMENT

**IMPERIAL COUNTY TRANSPORTATION COMMISSION
MANAGEMENT COMMITTEE
DRAFT MINUTES OF May 12, 2021
10:30 a.m.**

VOTING MEMBERS PRESENT:

City of Brawley	Tyler Salcido
City of Calexico	Miguel Figueroa
City of Calipatria	Absent
City of El Centro	Marcela Piedra
City of Holtville	Nick Wells
City of Imperial	Dennis Morita
County of Imperial	Tony Rouhotas
County of Imperial	Esperanza Colio-Warren
Imperial Irrigation District	Ismael Gomez
City of Westmorland	Absent
ICTC	Mark Baza

STAFF PRESENT: David Aguirre, Cristi Lerma, Audrie Tapia, Michelle Bastidas, Marlene Flores, Virginia Mendoza

OTHERS PRESENT: David Salgado: SCAG; Maurice Eaton, Rafael Reyes, Ryan Fallica, Ben Guerrero: Caltrans; Cesar Sanchez: First Transit; Alexis Brown: City of Imperial.

The following minutes are listed as they were acted upon by the Imperial County Transportation Commission Management Committee and as listed on the agenda for the meeting held Wednesday, May 12, 2021 together with staff reports and related documents attached thereto and incorporated therein by reference.

I. CALL TO ORDER AND ROLL CALL

Chair Tyler Salcido called the Committee meeting to order at 10:33 a.m., roll call was taken and a quorum was present.

II. EMERGENCY ITEMS

There were none.

III. PUBLIC COMMENTS

There were none.

IV. CONSENT ITEMS

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

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

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

Motion carried unanimously.

- A. Approval of Management Committee Draft Minutes: April 14, 2021
- B. Received and Filed:
 - 1. ICTC Commission Draft Minutes: April 28, 2021
 - 2. ICTC TAC Minutes: March 25, 2021
 - 3. ICTC SSTAC Minutes: April 7, 2021
- C. FY 2021-22 Sixth Revision to Memorandum of Understanding (MOU); ICTC - Quechan Indian Tribe - Yuma County Intergovernmental Public Transit Authority (YCIPTA) for Turquoise Route #10 and Blue Route #5

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

- 1. Authorize the Chairperson to sign the Sixth Extension to the Memorandum of Understanding (MOU) between the Yuma County Intergovernmental Public Transportation Authority (YCIPTA), The Imperial County Transportation Commission (ICTC) and the Quechan Indian Tribe for the continued implementation and operation of a regional connector bus service (YCAT Turquoise #10) between Yuma AZ, Winterhaven and El Centro, California; and, a circulator route from Yuma with stops in the eastern Imperial County area (YCAT Blue #5) effective July 1, 2021 through June 30, 2022 and provide a not to exceed subsidy to the Quechan Tribe and YCIPTA in an amount of \$162,062.71.

- D. Agreement for Professional Financial Auditing Services - FY 2020-21 through FY 2022-23

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

- 1. Authorize the Chairman to sign the agreement for the ICTC Agreement for Professional Financial Auditing Services effective July 1, 2021, for the audit periods FY 2020-21 through FY 2022-23, with the firm of The Pun Group:
 - a. For the fiscal reporting period of July 1, 2020 through June 30, 2021, the annual not to exceed fee set at \$65,000.00
 - b. For the fiscal reporting period of July 1, 2021 through June 30, 2022, the annual not to exceed fee set at \$66,950.00
 - c. For the fiscal reporting period of July 1, 2022 through June 30, 2023, the annual not to exceed fee set at \$68,959.00

- E. Agreement for Professional Financial Reporting Services of the ICTC Transit Operations - FY 2020-21 through FY 2024-25

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

1. Authorize the Chairman to sign the agreement for the ICTC Transit Operators Fiscal Reporting services effective July 1, 2021, for the audit period FY 2020-21 through FY 2024-25, with the firm of Eide Bailly:
 - a. For the fiscal reporting period of July 1, 2020 through June 30, 2021, the annual not to exceed fee set at \$40,000.00
 - b. For the fiscal reporting period of July 1, 2021 through June 30, 2022, the annual not to exceed fee set at \$40,000.00
 - c. For the fiscal reporting period of July 1, 2022 through June 30, 2023, the annual not to exceed fee set at \$40,000.00
 - d. For the fiscal reporting period of July 1, 2023 through June 30, 2024, the annual not to exceed fee set at \$40,000.00
 - e. For the fiscal reporting period of July 1, 2024 through June 30, 2025, the annual not to exceed fee set at \$40,000.00

- F. Audit and Accountancy Agreement for the Local Transportation Authority (LTA) for FY 2020-21, FY 2021-22, and FY 2022-23.

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

1. Authorize the Chairman to sign the agreement and engagement letter for financial audit services effective July 1, 2021, for the audit period FY 2020-21, FY 2021-22 and FY 2022-23 with the firm of Vasquez and Co., LLP for the not to exceed annual fees per the following schedule:
 - a. For the audit period July 1, 2021 through June 30, 2022, the annual not to exceed fee set at \$73,000.00
 - b. For the audit period July 1, 2022 through June 30, 2023, the annual not to exceed fee set at \$75,190.00
 - c. For the audit period July 1, 2023 through June 30, 2024, the annual not to exceed fee set at \$77,446.00

V. REPORTS

- A. ICTC Executive Director
 - Mr. Baza provided updates from the report on page 33 of the agenda.
 - Mr. Baza informed the committee the FY 2021/2022 Budget Workshop will be held on May 26, 2021, at 4 p.m. prior to the Commission Meeting.
 - Mr. Baza announced the Hero Pace Program with the Western Riverside Council of Governments (WRCOG) was shut down due to the HERO program administrator Renovate America filing bankruptcy on December 23, 2020, which led to termination of the agreement. The Western Riverside Council of Governments (WRCOG) will continue to operate the Commercial PACE aspect of the program which provides support to commercial businesses for economic and environmental benefits for communities and regions throughout California.
 - Mr. Baza shared the Imperial County Transportation Commission has recently advertised Request for Proposals for Construction Management Services for the Calexico East Port of Entry Bridge Widening Project to provide engineering support on behalf of the Imperial County Transportation Commission through design and construction.

- Mr. Baza announced the Calexico Intermodal Transportation Center (ITC) Environmental phase is in progress with the consultant team and agency partners, including the City of Calexico, Caltrans, and the Imperial County Transportation Commission. Design is also underway, and Right of Way Acquisition will begin in Summer 2021.
 - Mr. Baza informed the Committee Ms. Mendoza would be providing updates regarding the Imperial Mexicali Binational Alliance and the Imperial County Regional Climate Action Plan.
 - Ms. Mendoza announced the next Imperial Mexicali Binational Alliance Meeting will be held on May 13, 2021. Various updates will be provided regarding the variety of infrastructure projects that are ongoing with the Imperial County as well as the East Port of Entry phase 2A and protentional updates on the 2B funding which would complete improvements in the West Port of Entry. Partners in the State of Baja California will be providing updates regarding the two bridges that are currently serving the north bound of the West Port of Entry. Economic development updates from IVEDC and Mexicali counterparts will also be provided.
 - Ms. Mendoza provided an update regarding the status of the Imperial County Regional Climate Action Plan. The RCAP is intended to facilitate the reduction of GHG emissions throughout Imperial County in a way that is practical, efficient, and beneficial to the community and enhances Imperial County's desirable characteristics and qualities. Imperial County Transportation Commission member agencies had the opportunity to review the Final Draft CAP with the goal of having comments. The draft is available on the website at <http://www.imperialctc.org/regional-climate-action-plan/>. A final CAP will be presented to local jurisdictions Council/Board for review and approval in the months of May and June 2021. The final Regional CAP will be presented to ICTC for approval consideration starting with the Technical Advisory Committee beginning May 27, 2021, and subsequently to Management Committee and Commission in June 2021.
- B. Southern California Association of Governments (SCAG)
- Mr. Salgado provided updates from the report on page 41 of the agenda.
 - o SCAG May Regional Council Meeting took action to approve SCAG's 2021-2022 Final Comprehensive Budget and Overall Work Plan. The Regional Council also took action to approve SCAG's Racial Equity Early Action Plan which was developed to guide and sustain SCAG's regional Leadership moving Forward.
 - o The SCAG General Assembly was held remotely. Sustainability Award recipients were recognized for their innovative and transformational projects throughout the region. The new slate of executive board members was ratified along with the presentation of the annual "Year in Review" video which highlights SCAG's accomplishments from the previous year, which can be found at [SCAG 2020-2021 Year in Review - YouTube](#).
 - o On May 12, 2021, SCAG hosted an Electric Vehicle Charging Station Permit Streamlining Training with an audience of elected officials, city managers, and staff in building departments who manage permitting processes. The Electric Vehicle Charging Station Permit Streamlining Training will become available to all staff. The SCAG Clean Cities Coalition

teamed up with the Governor's Office of Business to provide this training for accelerating compliance among jurisdictions in Imperial County.

- CALeVIP is a state program that offers incentives for the purchase and installation of electric vehicle charging infrastructure at publicly accessible sites throughout California, and there is a current funding opportunity for EV charging in Imperial County under the Inland Counties Incentive Project. There is \$450,000 allocated for Level 2 charging and \$510,00 for DCFC fast charging for Imperial County. The application process will open on May 18, 2021. Please feel free to contact SCAG RAO David Salgado with any questions.
- SCAG has \$10,000 funding available for the GO-HUMAN Mini-Grant Program. Those who require advertising or Marketing for bicycle and pedestrian safety for the community are encouraged to apply on or before May 19, 2021.

C. Caltrans Department of Transportation – District 11

- Mr. Reyes provided updates from the report on page 45 of the agenda, stating they are currently not working night shifts for the I-8/Imperial Avenue Interchange project. The contractor is using extra workers and overtime to complete the project during regular hours.
 - The Niland Geyser detour has been completed on April 30th and has remained in place and is being monitored. Mr. Reyes demonstrated the area where the Geyser in Niland is located.
 - Caltrans District 11 is kicking off outreach efforts for the Caltrans Active Transportation Plan (CAT Plan). This plan will include an existing conditions analysis and a prioritized list of identified bicycle and pedestrian needs on and around the State Highway System. A survey to help gather information has been developed and District 11 will be contacting schools, cities, and community organizations to help spread the word of the survey. In addition, another outreach effort involves placing decals with scannable QR codes within Caltrans right of way. Approximately 500 12" diameter decals will be placed on sidewalks throughout San Diego and Imperial County. The decals will be in place for 2-3 months. Please visit <https://www.catplan.org/district-11> for more information.
- Mr. Guerrero provided information on page 49 of the agenda for Local Assistance.
 - The "Local Agency Disadvantaged Business Enterprise (DBE) Annual Submittal Form" (Exhibit 9-B) and a "Local Agency Americans with Disabilities Act (ADA) Annual Certification Form" (Exhibit 9-C) before June 1, 2021, for Federal Fiscal Year 21/22 (October 1, 2021, to September 30, 2022).
 - The FHWA Federal Lands Access Program (FLAP) funds project provides access to, are adjacent to, or are located within Federal Lands on facilities maintained or owned by a state, county, local or tribal government. The application deadline is May 27, 2021.
 - California Transportation Commission (CTC) Allocation Requests must be submitted two months prior to the preferred CTC meeting date. June 18, 2021 is the deadline for the August 18-19, 2021 CTC meeting.
 - Quality Assurance Program (QAP) approval expires in

September 2021 for the County of Imperial and in January 2022 for the City of Imperial. Updated Quality Assurance Program (QAP) packages must be submitted to the Local Area Engineer. Otherwise, no Construction funding authorization requests will be processed.

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

- D. Committee Member Reports
 - There were no updates.

VI. ACTION CALENDAR

- A. Approving Participation in the Clean Mobility Options (CMO) Voucher Pilot Program for Calexico Mobility on Demand Service

Mr. Aguirre presented the Clean Mobility Options (CMO) Voucher Pilot Program to the Committee. The Clean Mobility Options (CMO) Voucher Pilot Program provides an opportunity for the Imperial County Transportation Commission (ICTC) to pursue grant funding to establish a zero-emission shared mobility option in Imperial County.

ICTC partnered with Via Transportation, Inc. (Via) to develop the grant application and to implement and operate the proposed service. Via is a leading developer of software for on-demand and dynamic transit systems. Under the proposed partnership, Via will provide turnkey operations, infrastructure, software applications, customer service, and maintenance, while ICTC will provide administration, oversight, and assistance with marketing efforts. ICTC pursued the grant opportunity to demonstrate the potential for micro-transit or “on-demand” type of public transportation services within the City of Calexico utilizing three (3) zero-emission vehicles and is currently developing the agreement between ICTC and Via to provide the required services associated with the CMO funded Calexico Mobility on Demand Service.

Mr. Baza informed Mr. Figueroa a meeting in the future would be scheduled to discuss further marketing and implementation of the program.

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

1. Authorize the Chairperson to sign the resolution authorizing the Executive Director to sign the CMO program Documentation and to ensure compliance with the CMO Program requirements; and,
2. Direct staff to submit the application to Caltrans.

A motion was made by [Figueroa](#) seconded by [Gomez](#). Roll call was taken:

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

County of Imperial Rouhotas	Yes
County of Imperial Warren	Yes
City of Westmorland	Absent
Imperial Irrigation District	Yes

Motion carried unanimously.

- B. Imperial County Service Authority for Freeway Emergencies (SAFE) for the Preventive and Corrective Maintenance of Call Boxes on Interstate 8 and State Route 86 in Imperial County: Award Recommendation: CASE Emergency Systems, Inc.

Ms. Flores stated the Imperial County Transposition Commission (ICTC) took responsibility as the administrator of the Service Authority for Freeway Emergencies (SAFE) Program on July 1, 2020. The SAFE Program for Imperial County is responsible for the installation, operations, and administration of approximately 166 call boxes located along with State Route 86 (SR-86) and Interstate 8 (I-8). SAFE’s were established by the State of California to encourage the placement of call boxes along the California Freeway systems for motorists in need of aid to obtain assistance.

SAFE has retained a maintenance contractor since the inception of the call box program to provide repair services and perform preventative measures to ensure the proper functionality of the call box system. The current vendor for these services is CASE Emergency Systems, Inc. (CASE). The existing contract between SAFE and CASE expires on May 31, 2021.

On March 15, 2021, SAFE released an RFP for Preventive and Corrective Maintenance of Call Boxes on Interstate 8 and State Route 86 in Imperial County. A total of one (1) consultant submitted a proposal which was CASE Emergency Systems, Inc. ICTC staff forwarded the RF document to various consultants and contacted various consultants to encourage possibly obtaining an additional response. Among the items reviewed to determine responsiveness, ICTC staff reviewed technical experience, proposed methodology, project team, and staff qualifications.

Ms. Flores stated the proposed average annual rate of \$45.66 per call box per month is consistent with the current pricing for similar agencies. The per call box rate would increase on an annual basis. The proposed contingency allowance for repairs is an estimated Not-To-Exceed value. ICTC staff is currently monitoring the usage of the call boxes since the program has been received ICTC has been keeping a database. More information will be shared along the lines as it is gathered.

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

1. Approve the award of the Agreement for the Preventive and Corrective Maintenance of Call Boxes on Interstate 8 and State Route 86 in Imperial County to *CASE Emergency Systems, Inc.* in the amount of \$504,773.60 for a five-year period.
2. Authorize the Chairperson to sign the agreement.

A motion was made by [Morita](#) seconded by [Colio-Warren](#). Roll call was taken:

Agency	Roll Call
--------	-----------

City of Brawley	Yes
City of Calipatria	Absent
City of Calexico	Yes
City of El Centro	Yes
City of Holtville	Yes
City of Imperial	Yes
County of Imperial Rouhotas	Absent
County of Imperial Warren	Yes
City of Westmorland	Absent
Imperial Irrigation District	Absent

Motion carried unanimously.

VII. NEXT MEETING DATE AND PLACE

The next meeting of the **Management Committee** is scheduled for **June 9, 2021** at the **ICTC Offices and via Zoom Meeting.**

VIII. ADJOURNMENT

A. Meeting adjourned at 11:10 a.m. ([Morita /Coilio-Warren](#))



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

TECHNICAL ADVISORY COMMITTEE
DRAFT MINUTES

March 25, 2021

Present:

Gordon Gaste	City of Brawley
Abraham Campos	City of El Centro
Veronica Atondo	County of Imperial
Jesus Villegas	City of Imperial
Lili Falomir	City of Calexico
Joel Hamby	City of Westmorland
Frank Fiorenza	IID

Others:

Virginia Mendoza	ICTC
Marlene Flores	ICTC
Audrie Tapia	ICTC
David Salgado	SCAG
Guillermo Sillas	City of Brawley
Manuel Cabrera	City of Brawley
Andres Miramontes	City of Brawley
Ana Gutierrez	City of Brawley
Javy Luna	City of El Centro
Christian Rodriguez	City of El Centro
Elva Pacheco	City of Imperial
Ben Guerrero	Caltrans
Ryan Fallica	Caltrans
Hanh-Dung Khu	Caltrans
Rafael Reyes	Caltrans
Monica Soucier	ICAPCD
Denise Marin	The Holt Group
Francisco Barba	

1. The meeting was called to order at 10:03 a.m. A quorum was present and introductions were made. There were no public comments made.
2. A *motion* was made to adopt the minutes for February 25, 2021 (Falomir /Atondo) **Motion Carried.**
3. **State Route 98 Project from Ollie Avenue to Rockwood Avenue Presentation-** Virginia

Mendoza provided a brief update on the State Route 98 Project from Ollie Avenue to Rockwood Avenue in Calexico. This project is moving forward starting April 23, 2021 and it will be a 1-year long project. There will be additional information provided as the project progresses.

4. Caltrans Updates / Announcements (*Presented by: Ben Guerrero*):

- Caltrans provided general information on inactive projects. As of March 19, 2021, the INACTIVE and Future Inactive list was updated. Action is required by the County of Imperial, as well as these five cities: Brawley, Calexico, El Centro, Holtville, and Imperial.
- February 19, 2021 was the deadline to submit Inactive invoices. District 11 must receive accurate and complete invoices to prevent de-obligation of federal funds! Verify on the “Inactive” link shown below for Inactive Project dates.
- New Federal Lands Access Program (FLAP) Call for Projects. The “FLAPApplication” deadline will be May 27, 2021. The outreach plan includes webinars that assist tribal and local agencies, as well as Caltrans, with this process. (The final date is February 10, 2021, for all prospective applicants to hear the details during a live FHWA webcast.).
- Disadvantaged Business Enterprise (DBE) Supplemental Guidance Extension to June 30, 2021.

5. SCAG Updates / Announcements (*Presented by David Salgado*):

- **SCAG 2021 General Assembly:** The annual convening of the SCAG General Assembly is scheduled for Thursday May, 6th 2021. The meeting will be held remotely. More information will be provided as it is made available. Please contact SCAG RAO David Salgado with any questions regarding the 2021 SCAG General Assembly.
- **2020 SCAG Sustainable Communities Program (SCP) Grant Program:** The program will provide resources for projects that support the implementation of three Connect SoCal key connections, focusing on smart cities and job centers, go zones, and shared mobility/mobility as a service, to expand upon our mobility ecosystems and advance the region’s vision. Application Webinars will be held Monday March 8th and Monday April 5th. Deadline to apply is April 23, 2021.
- **SCAG Regional Data Platform (RDP):** The Regional Data Platform will standardize regionally significant datasets, provide opportunities for local partners to update their data in real-time, and draw insights from local trends.
- **SCAG Broadband Action Plan:** At the February 4th SCAG Regional Council (RC) Meeting, the SCAG RC adopted a resolution which directs SCAG staff to develop a “Broadband Action Plan.” The development of an action plan would provide a model resolution and policy paper for local jurisdictions, pursue funding opportunities and partnerships to assist local jurisdictions with broadband implementation, convene a working group, and further support broadband planning and data research.
- **SCAG Aerial Imagery Project 2020/21 Update:** After numerous meetings to discuss the potential for SCAG to facilitate a new Aerial Imagery Flyover Project, the County of Imperial has agreed to facilitate a public procurement process. This will allow for more funds to be applied to the project to support the procurement. SCAG has set aside \$250,000 for the project and will increase the support by \$50,000 for a total of \$300,000. The project is currently in the final phases. A meeting was held recently to discuss proposed member contributions in time for budget development. The proposed local contribution amount is attached for review.

David Salgado provided a breakdown of total cost and reserves per project partner.

6. Cities and County Planning / Public Works Updates:

- Local agencies gave an update on their local projects in progress.

7. ICTC Updates / Announcements

Presented by ICTC Staff

a. Transit Planning Updates

- Virginia Mendoza provided a brief update on transit. ICTC is still operating under COVID-19 requirements. Free fares for Transit riders except for Medtrans.

b. Transportation Planning Updates

1. Imperial County Regional Active Transportation (ATP)

- Virginia Mendoza presented the Imperial County Regional Active Transportation Plan (ATP) to TAC members. Project partners for this project is Caltrans and SCAG along with ICTC. The goal of the project is to prepare a detailed localized Active Transportation Plan focused on bicycle, Safe Routes to School, Complete streets, and other ATP strategies that will connect to its surroundings. The Kick of Meeting was on March 17, 2021.

2. Regional Climate Action Plan (CAP) Draft Update

- The consultant is working on the draft CAP and finalizing the inventory, forecasts, and targets; anticipating a Final Draft of the CAP by Mid-March, 2021. ICTC member agencies will have the opportunity to review the Final Draft CAP with a goal of having comments back by March 31, 2021. As ICTC moves forward with public comments, ICTC will post the CAP on their website with the intent to get feedback and comments from the public. A final CAP will be presented to local jurisdictions Council/Board for review and approval for the months of May or June 2021.

c. FY 2020-21 Programmed Project Obligation Updates

- Beginning October 1, 2020 agencies are allowed to move forward with request for authorization (RFA) for CMAQ, STBG and ATP programmed in FY2020/2021. A list of projects is part of the agenda and is updated monthly.

8. General Discussion / New Business

- Next TAC meeting will be on April 22, 2021 via Zoom

9. Meeting adjourned at 11:35 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

DRAFT MINUTES

April 7, 2021

Present

Voting Attendees:

Ted Ceasar	Consumer
Karen Teran	Access to Independence
Dr. Kathleen Lang	California Health & Wellness
Michelle Soto	California Children's Services (CCS)
Sarah Enz	Area Agency on Aging (AAA)
David Aguirre	CTSA-ICTC
Maricela Galarza	CTSA-ICTC
Gustavo Gomez	CTSA-ICTC

Non-Voting Attendees:

Cesar Sanchez	IVT/IVTAccess/IVTRide/IVTMedtrans
Helio Sanchez	IVT
Jose Guillen	IVT MedTrans
Karla Pacheco	IVT Access
Karla Aguilar	IVT Ride

1. Dr. Lang called the meeting to order at 10:04 a.m. **A quorum was present.** Introductions were made.
2. Minutes were reviewed for March 3, 2021. (Ceasar, Enz), **Motion carried.**
3. CTSA Reports:

Mr. Aguirre had the following updates:

- ICTC's Coordinated Plan is ongoing.
- The Fare Analysis Project is close to finishing, brief presentations are available on all our services websites allowing feedback from the public.
- CAD AVL project is about 95% close to the finish, with hopes of implementation in the upcoming months. Expected before the summer arrives which would prevent passengers waiting long periods in the summer heat. Outreach and training for the project will follow.
 - Dr. Lang asked if there would be a media release.
 - Mr. Aguirre stated that there are various ideas to introduce the implementation of CAD AVL capabilities. Some ideas revolve around a video spot, commercial, social media, etc.

- Dr. Lang asked if any link about the outreach of the project implemented be shared to possibly amplify the public reached.
- This year's UTN process will be approached differently because of the pandemic safety guidelines. Commenting period is open from March 23 through April 24, in the form of a survey that is posted on all service websites, and social media. There has been a good response as of now. ICTC wants to ensure the public is given enough time to comment on any unmet transit needs, as ICTC can move forward with developing the 2021-2022 budget.
 - Dr. Lang asked when is the UTN hearing scheduled.
 - Mr. Aguirre stated that there is to date set for the hearing, but it will be via zoom. The process is different this time, therefore commenting period will run for 30 days, will evaluate the surveys and then the hearing will be scheduled.
 - Ms. Galarza added that the link to the survey was shared with all SSTAC members, but if needed the link can be resent.
 - Dr. Lang stated that it would be great to have the link to share with the student body.

Mr. Gomez had the following updates:

- IVT Access certification received applications has increased.
- IVT Ride registrations have picked up.
- Staff is available for presentations via zoom, for anyone that may need to refresh on the transportation services or new to the services.

Ms. Galarza had the following updates:

- There will be various upcoming presentations, these will be focused on the disabled high school seniors who are in a transitioning point, nevertheless, continuing school and/or work life, etc. This a great opportunity to reach out to them and present the different transportation options they have.
 - Dr. Lang asked what high schools the will staff be working with.
 - Ms. Galarza stated that information is still pending, but staff will be working with Ms. Raquel Lopez, Technician from an IVROP program named Workability I. Ms. Galarza stated that she has worked with Ms. Lopez in the past and usually worked with Southwest and Central Highschool.

4. Transit Operator Updates:

IV Transit; Mr. H. Sanchez had the following updates;

- Service is still running a Saturday schedule.
- During the weekday's passengers have slightly increased, 750-850 passengers. Saturdays and Sundays have no big change.
- There has been limited outreach, there is a plan to go to the terminals and set up to answer any questions or provide help for the passengers and provide them with some giveaways.

IVT Access; Ms. Pacheco had the following updates;

- There are no changes in operations or passenger demand.
- The service is still running on a Saturday schedule.

IVT Ride; Ms. Aguilar had the following updates;

- Passenger demand has increased for the following cities; Calexico, El Centro, Heber, and Westshore.

IVT MedTrans; Mr. Guillen had the following updates;

- There are no big changes to the operations, passenger count similar to the previous month.
- Coordinated with Miracle Baby and brought back to the Imperial Valley 50 cases of baby formula.

5. General Discussion

- Ms. Enz announced that the Area Agency on Aging/Imperial County Public Administrator office will be opening soon to the public, as the county is already in the orange tear. Transit service brochures will need to be restocked. Ms. Enz also announced that AAA is offering a fall prevention program, if there is any known individual in need of railings in the shower, shower seat, non-slip mat, and/or nightlights. They can contact AAA to sign up for the program, it's free, goes on till the end of June. Individuals must be over the age of 60, meet the low threshold of the income requirement. A flyer will be shared with Ms. Galarza to share with SSTAC members. In addition, there is a fall prevention necklace program available.

6. Adjournment

- The meeting adjourned at 10:27 a.m. ([Lang](#)), **Motion Carried.**
- The next meeting will be held on Wednesday, May 5, 2021, at the Imperial County Transportation Commission Office, 1503 N. Imperial Ave., Suite 104, El Centro, CA 92243.

V. CONSENT CALENDAR

C. FY 2021-22 Sixth Revision to Memorandum of Understanding (MOU); ICTC - Quechan Indian Tribe - Yuma County Intergovernmental Public Transit Authority) for Turquoise Route #10 and Blue Route #5

1. Authorize the Chairperson to sign the Sixth Extension to the Memorandum of Understanding (MOU) between the Yuma County Intergovernmental Public Transportation Authority (YCIPTA), The Imperial County Transportation Commission (ICTC) and the Quechan Indian Tribe for the continued implementation and operation of a regional connector bus service (YCAT Turquoise #10) between Yuma AZ, Winterhaven and El Centro, California; and, a circulator route from Yuma with stops in the eastern Imperial County area (YCAT Blue #5) effective July 1, 2021 through June 30, 2022 and provide a not to exceed subsidy to the Quechan Tribe and YCIPTA in an amount of \$162,062.71.



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

May 18, 2021

Cheryl Viegas-Walker, Chairperson
Imperial County Transportation Commission
1503 N. Imperial Ave Suite 104
El Centro, CA 92243

SUBJECT: FY 2021-22 Sixth Revision to Memorandum of Understanding (MOU); ICTC - Quechan Indian Tribe - Yuma County Intergovernmental Public Transit Authority (YCIPTA) for Turquoise Route #10 and Blue Route #5

Dear Commission Members:

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

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

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

In FY 2020-21 ICTC received a request to share in the cost to provide funding for the above noted services in the amount of \$162,062.71. The funding request for FY 2021-22 is \$162,062.71. The total subsidized budgets for both services are \$476,125.14. As requested, ICTC is anticipated to contribute \$162,062.71, the Quechan Tribe is anticipated to contribute approximately \$99,986.28 and YCIPTA is anticipated to contribute approximately \$214,076.15. YCIPTA also contributes the vehicles and drivers to provide the service.

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

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

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

Funding for this service is derived from the Transportation Development ACT (TDA) Fund, a contribution from the Quechan Tribe, the YCIPTA organization and passenger fares, anticipated to be approved on June 23, 2021.

The ICTC Management Committee met on May 12, 2021 and forwards this item to the Commission for review and approval after public comment, if any:

1. Authorize the Chairperson to sign the Sixth Extension to the Memorandum of Understanding (MOU) between the Yuma County Intergovernmental Public Transportation Authority (YCIPTA), The Imperial County Transportation Commission (ICTC) and the Quechan Indian Tribe for the continued implementation and operation of a regional connector bus service (YCAT Turquoise #10) between Yuma AZ, Winterhaven and El Centro, California; and, a circulator route from Yuma with stops in the eastern Imperial County area (YCAT Blue #5) effective July 1, 2021 through June 30, 2022 and provide a not to exceed subsidy to the Quechan Tribe and YCIPTA in an amount of \$162,062.71.

Sincerely,

MARK BAZA
Executive Director

BY:



David Aguirre
Transit Program Manager

MB/da/cl

attachments

V. CONSENT CALENDAR

- D. Agreement for Professional Financial Auditing Services - FY 2020- 21 through FY 2022-23
1. Authorize the Chairman to sign the agreement for the ICTC Agreement for Professional Financial Auditing Services effective July 1, 2021, for the audit periods FY 2020-21 through FY 2022-23, with the firm of The Pun Group:
 - A. For the fiscal reporting period of July 1, 2020 through June 30, 2021, the annual not to exceed fee set at \$65,000.00
 - B. For the fiscal reporting period of July 1, 2021 through June 30, 2022, the annual not to exceed fee set at \$66,950.00
 - C. For the fiscal reporting period of July 1, 2022 through June 30, 2023, the annual not to exceed fee set at \$68,959.00



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

May 18, 2021

Cheryl Viegas-Walker, Chairperson
 Imperial County Transportation Commission
 1503 N. Imperial Ave. Suite 104
 El Centro, Ca. 92243

SUBJECT: Agreement for Professional Financial Auditing Services - FY 2020-21 through FY 2022-23

Dear Commission Members:

The competitive bid for professional audit services recently concluded. The audit agreement is for work associated with fiscal years FY 2020-21, FY 2021-22, and FY 2022-23.

The audit work involves the agency’s multiple financial reports and program audits including:

- The State Controller’s Office Annual Report of Financial Transactions of Transit Operators
- State Controller’s Office Annual Report of Financial Transactions of Regional Transportation Planning Agencies
- State Controller’s Office Annual Report of the Government Compensation Report
- Single Audit (for federal funds)
- Program audits to satisfy grant program requirements
- Development of a comprehensive annual agency financial audit (CAFR)

A proposal review team consisting of SCAG and ICTC staff, and the Finance Director with the City of Calipatria scored and ranked the six proposals. The scoring process utilized standard categories including but not limited to: relevant staff experience; expertise; methodology; references; and costs.

The following summarizes the proposed cost for all three years of service for each of the proposals received.

Name	Average Annual Cost	Total Cost
Firm A	\$72,931.67	\$218,795.00
The Pun Group – Firm B	\$66,969.67	\$200,909.00
Firm C	\$77,123.00	\$231,369.00
Firm D	\$72,121.00	\$216,363.00
Firm E	\$82,000.00	\$246,000.00
Firm F	\$83,710.00	\$251,130.00

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

The Evaluation Committee unanimously ranked The Pun Group the highest and recommends that a contract be awarded to the firm of The Pun Group. A summary of the more responsive proposal from The Pun Group indicated that:

1. The members of the project team are all CPAs, with experience focused on governmental accounting with several regional transportation planning and peer transit agencies in Southern California and are familiar with the technical aspects of ICTC's regulations and transit administrative practices.
2. The project team recently completed a three-year contract with the Local Transportation Authority and are familiar with ICTC staff and accounting practices and software.
3. The project team offered value added benefits through their knowledge and association with other similar agencies; including periodic review sessions with ICTC staff on financial reporting, validating and reporting transit related metrics, financial best practices, or a variety of other topics depending on the future needs and interests of ICTC.

The other proposals had shortcomings in one or more areas including but not limited to: more experienced assigned staff, lack of understanding or acknowledgement of the various ICTC programs and lack of mention of the required federal single audit report.

The original procurement documents; request for proposal and proposals; and contract exhibits referenced in the contract document are available for review at the ICTC administrative offices by request.

The expense for this project will be identified in the ICTC FY 2021-22 OWP and budget (7416001-525090, 7417001-525090, 7577001).

The ICTC Management Committee met on May 12, 2021 and forwards this item to the Commission for review and approval after public comment, if any:

1. Authorize the Chairman to sign the agreement for the ICTC Agreement for Professional Financial Auditing Services effective July 1, 2021, for the audit periods FY 2020-21 through FY 2022-23, with the firm of The Pun Group:
 - A. For the fiscal reporting period of July 1, 2020 through June 30, 2021, the annual not to exceed fee set at \$65,000.00
 - B. For the fiscal reporting period of July 1, 2021 through June 30, 2022, the annual not to exceed fee set at \$66,950.00
 - C. For the fiscal reporting period of July 1, 2022 through June 30, 2023, the annual not to exceed fee set at \$68,959.00

Sincerely,



MARK BAZA
Executive Director

MB/da/cl

1 **ACCOUNTANCY AGREEMENT**

2 THIS AGREEMENT is made and entered into this _____, 2021 by and
3 between the **IMPERIAL COUNTY TRANSPORTATION COMMISSION** (“ICTC”), and **THE**
4 **PUN GROUP LLP**, a limited liability partnership (“AUDITOR”).

5 **RECITALS**

6 **A.** AUDITOR is a limited liability partnership and a duly licensed certified public
7 accounting firm in good standing under the laws of the State of California and is in the
8 business of supplying independent accounting services and assistance to clients.

9 **B.** The objective of the audits is an opinion as to whether the individual fund financial
10 statements are fairly presented, in all material respects, in conformity with accounting
11 principles generally accepted in the United States of America. AUDITOR is willing
12 to accept such engagement.

- 13 **C.** ICTC wishes to employ AUDITOR to perform:
- 14 i. California State Controller’s Office entitled “Annual Report of Financial
15 Transaction of Transit Operators”, the “Annual Report of Financial
16 Transaction of Regional Transportation Planning Agencies” for FY 2021,
17 2022, and 2023
 - 18 ii. California State Controller’s Office Government Compensation Report for
19 FY 2021, 2022, and 2023
 - 20 iii. Standalone audits including the Transportation Development Act (TDA-
21 7076), State Transit Assistance Fund (STA, PTMISEA, CTGSP, 7079)
22 LCTOP (7553), TDA SB325 (Article 8c) for fiscal years ending June 30,
23 2021, 2022, and 2023 and the Regional Transit Program (7416), Regional
24 Planning Program (7417), and Regional Collaboration Program (7577),
25 fiscal year ending June 30, 2021.
 - 26 iv. Single Audit Report for FY 2021, 2022, and 2023.
 - 27 v. Independent auditing services for the Comprehensive Financial Audit
28 Report (CAFR) for fiscal years ending June 30, 2022, and 2023.

1 **D.** ICTC wishes to employ AUDITOR to perform Audits and the AUDITOR is willing to
2 accept such engagement for fiscal years ending June 30, 2021, June 30, 2022, and
3 June 30, 2023.

4 NOW THEREFORE, ICTC hereby engages and AUDITOR hereby accepts such engagement
5 upon the terms and conditions set forth herein.

6 **1. TERM.**

7 This Agreement shall become effective on the date first written above and shall continue in
8 effect until the services provided for herein have been performed, but no later than December 31,
9 2023, unless sooner terminated as provided herein.

10 **2. SERVICES TO BE PERFORMED BY AUDITOR.**

11 **2.1.** AUDITOR will conduct the Audits, for the fiscal years ending June 30, 2020,
12 2022, and 2023, as detailed in the “March 2021 Imperial County Transportation
13 Commission (ICTC) Request for Proposals for Annual Financial Audits” attached as
14 **Exhibit “A”** and “Proposal to Provide Professional Auditing Services For the fiscal
15 year ended June 30, 2021, 2022 and 2023” submitted by AUDITOR attached as
16 **Exhibit “B”**, both of which are incorporated by this reference.

17 **2.2** The audits will be conducted in accordance with auditing standards generally accepted
18 in the United States of America, the standards for financial audits contained in
19 *Government Auditing Standards*, issued by the Controller General of the United States
20 for applicable audits, and will include tests of the accounting records and other
21 procedures considered necessary to express an opinion.

22 **2.3** AUDITOR will also provide a report on internal control related to the financial
23 statements and compliance with the provisions of applicable laws, regulations,
24 contracts, agreements, and grants, noncompliance with which could have a material
25 effect on the financial statements as required by Government Auditing Standards for
26 applicable audits. The report on internal control and compliance will include a
27 statement that the report is intended solely for the information and use of the audit
28 committee, management, and specific legislative or regulatory bodies and is not

intended to be and should not be used by anyone other than these specified parties. If funds are subject to an audit requirement that is not encompassed in the terms of this AGREEMENT, AUDITOR will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in Government Auditing Standards may not satisfy the relevant legal, regulatory, or contractual requirements.

2.4 AUDITOR will conduct the Reports, for the fiscal years ending June 30, 2021, June 30, 2022, and June 30, 2023, as detailed in Exhibits “A” and “B”.

2.5 If requested by the ICTC, or CalTrans, or the Federal Transit Administration, AUDITOR will appear before the requesting body and explain any audit report or opinion.

2.6 In the event of a conflict between this Agreement or any amendment thereto, and any attached exhibit, this Agreement or any amendment thereto shall take precedence over any attached exhibit.

3. **RETENTION AND AVAILABILITY OF WORK PAPERS.**

All supporting papers and work papers prepared by AUDITOR in connection with the Audit shall be retained for a minimum of four (4) fiscal years following the close of the Audit for the fiscal year and shall be available for inspection and examination during AUDITOR’S normal business hours upon request from ICTC or representatives of ICTC, the State Controller and/or ICTC.

4. **TIME FOR COMPLETION.**

Audits and reports shall be completed per the schedule listed. Upon completion, AUDITOR will furnish three (3) copies of the audit report to ICTC and an electronic version in PDF format.

ICTC Audit	Start Date	Completion Date
Fiscal Year 2020-2021	September 01, 2021	December 31, 2021
Fiscal Year 2021-2022	April 01, 2022	December 31, 2022
Fiscal Year 2022-2023	April 01, 2023	December 31, 2023

4.1 All audits shall be submitted by December 31st of the year following the fiscal year that ended the previous June 30th. Upon completion of the Audit,

AUDITOR will furnish three (3) copies of the audits to ICTC and an electronic version in PDF format.

4.2 All reports shall be submitted by the date required by the California State Controller’s Office or the federal due date . Upon completion of the reports, AUDITOR will furnish three (3) copies of the report to ICTC and an electronic version in PDF format.

5. **COMPENSATION OF AUDITOR.**

5.1 In consideration for the services to be performed by AUDITOR, ICTC agrees to pay AUDITOR at the hourly rates indicated on the Fee Schedule as described in **Exhibit “C”**, attached and incorporated by this reference as though fully set forth herein.

5.2 ICTC agrees to compensate AUDITOR for all services provided under this contract, for all audits and reports, including all out-of-pocket expenses, in amounts not to exceed the following:

Fiscal Year	Not to Exceed Amount
Fiscal Year 2020-2021	\$65,000
Fiscal Year 2021-2022	\$66,950
Fiscal Year 2022-2023	\$68,959

5.3 Except as provided under Paragraphs 5.1 and 5.2, ICTC shall not be responsible to pay AUDITOR any other compensation, out-of-pocket expenses, fees or other remuneration.

5.4 Said payment shall not be due and payable until such time as AUDITOR has provided ICTC with a monthly service statement which shall itemize all out-of-pocket expenses and work performed for each said period. Said statements must meet with the approval of ICTC and be received by ICTC no later than the 10th day of every month following that for which the subject work was performed.

5.5 Invoices, clearly indicating the period for which the bill is made, shall be submitted to:

Imperial County Transportation Commission
ATTN: Executive Director

1 1503 N. Imperial Ave., Suite 104
2 El Centro, CA 92243

3 **5.6** AUDITOR acknowledges ICTC is under no obligation to compensate AUDITOR for
4 services rendered or expenses accrued under this Agreement not authorized by ICTC.

5 **5.7** If ICTC requires work in addition to that defined in the "Services to be Performed By
6 Auditor," Paragraph 2, AUDITOR shall provide a cost estimate and written
7 description of the additional work needed to perform such services. Compensation
8 and the time for completing such additional services must be negotiated and approved
9 in writing by ICTC prior to the commencement of any such services.

10 **6. INDEMNIFICATION.**

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

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

1 caused solely by the gross negligence, or caused by the willful misconduct, of ICTC, or any of its
2 members, board members, officers, officials, employees, agents or volunteers.

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

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

8 **7. INSURANCE.**

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

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

22 \$2,000,000 per occurrence for bodily injury and property damage

23 \$1,000,000 per occurrence for personal and advertising injury

24 \$4,000,000 aggregate for products and completed operations

25 \$4,000,000 general aggregate

26 (ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at
27 least as broad as the most current version of Insurance Service Office (ISO) Business Auto
28 Coverage Form CA 00 01, and include coverage for all owned, hired, and non-owned

1 automobiles or other licensed vehicles (Code 1 - Any Auto) with limits of liability of not less
2 than \$2,000,000 per accident for bodily injury and property damage.

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

5 (iv) EMPLOYERS' LIABILITY insurance with limits of liability of not less than
6 \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each
7 employee.

8 (v) PROFESSIONAL LIABILITY (Errors and Omissions) insurance appropriate
9 to AUDITOR's profession, with limits of liability of \$2,000,000 per claim/occurrence and
10 \$2,000,000 policy aggregate.

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

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

24 All policies of insurance required hereunder shall be endorsed to provide that the coverage
25 shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day
26 written notice has been given to ICTC. Upon issuance by the insurer, broker, or agent of a notice of
27 cancellation, non-renewal, or reduction in coverage or in limits, AUDITOR shall furnish ICTC with a
28 new certificate and applicable endorsements for such policy(ies). In the event any policy is due to

1 expire during the work to be performed for ICTC, AUDITOR shall provide a new certificate, and
2 applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to
3 the expiration date of the expiring policy.

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

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

18 (i) The retroactive date must be shown, and must be before the effective date of
19 this Agreement or the commencement of work by AUDITOR.

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

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

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

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

4 AUDITOR shall furnish ICTC with all certificate(s) and applicable endorsements effecting
5 coverage required hereunder. **All certificates and applicable endorsements are to be received and**
6 **approved by ICTC's Executive Director or his/her designee in his/her sole discretion prior to**
7 **ICTC's execution of the Agreement and before work commences.** Upon request of ICTC,
8 AUDITOR shall immediately furnish ICTC with a complete copy of any insurance policy required
9 under this Agreement, including all endorsements, with said copy certified by the underwriter to be a
10 true and correct copy of the original policy. This requirement shall survive expiration or termination
11 of this Agreement.

12 If at any time during the life of the Agreement or any extension, AUDITOR or any of its
13 subcontractors fail to maintain any required insurance in full force and effect, all work under this
14 Agreement shall be discontinued immediately, until notice is received by ICTC that the required
15 insurance has been restored to full force and effect and that the premiums therefore have been paid
16 for a period satisfactory to ICTC. Any failure to maintain the required insurance shall be sufficient
17 cause for ICTC to terminate this Agreement. No action taken by ICTC hereunder shall in any way
18 relieve AUDITOR of its responsibilities under this Agreement.

19 The fact that insurance is obtained by AUDITOR shall not be deemed to release or diminish
20 the liability of AUDITOR, including, without limitation, liability under the indemnity provisions of
21 this Agreement. The duty to indemnify ICTC shall apply to all claims and liability regardless of
22 whether any insurance policies are applicable. The policy limits do not act as a limitation upon the
23 policy limits do not act as a limitation upon the amount of indemnification to be provided by
24 AUDITOR. Approval or purchase of any insurance contracts or policies shall in no way relieve from
25 liability nor limit the liability of AUDITOR, its principals, officers, agents, employees, persons under
26 the supervision of AUDITOR, vendors, suppliers, invitees, subcontractors, or anyone employed
27 directly or indirectly by any of them.

1 If AUDITOR should subcontract all or any portion of the services to be performed under this
2 Agreement, AUDITOR shall require each subcontractor to provide insurance protection in favor of
3 ICTC, its members, board members, officers, officials, employees, agents and volunteers in
4 accordance with the terms of each of the preceding paragraphs, except that the subcontractor's
5 certificates and endorsements shall be on file with AUDITOR and ICTC prior to the commencement
6 of any work by the subcontractor.

7 **8. TERMINATION.**

8 **8.1. Termination by Either Party.** This Agreement may be terminated, without cause, by
9 either party upon thirty (30) days prior written notice to the other party.

10 **8.2. Compensation in Early Termination.** In the event that this Agreement is terminated
11 prior to the completion of the term of contract as specified herein, AUDITOR shall be
12 entitled to the compensation earned prior to the date of termination as provided for in
13 this Agreement, computed pro rata up to and including that date. The compensation
14 earned and unpaid at the time of termination shall be paid without abatement or
15 reduction immediately upon termination of this Agreement. AUDITOR shall be
16 entitled to no further compensation as of the date of termination.

17 **9. INDEPENDENT CONTRACTOR.**

18 **9.1.** AUDITOR shall be responsible to ICTC only for the requirements and results
19 specified by this Agreement. AUDITOR shall not be subject to ICTC'S control with
20 respect to the physical actions or activities of AUDITOR or of AUDITOR'S
21 employees or agents in connection with the operation of the business or AUDITOR'S
22 fulfillment of the requirements of the Agreement, except as specifically provided in
23 this Agreement.

24 **9.2.** AUDITOR is, and at all times during the term of this Agreement shall represent and
25 conduct itself as, an independent contractor and not as an agent or employee of ICTC.
26 AUDITOR shall not have the authority, express or implied, to bind or obligate ICTC
27 in any way.

28 ///

1 **10. ASSIGNMENT.**

2 Neither this Agreement nor any duties or obligations hereunder shall be assignable by
3 AUDITOR without the prior, written, consent of ICTC.

4 **11. NON-DISCRIMINATION.**

5 **11.1.** During the performance of this Agreement, AUDITOR and its subcontractors shall not
6 unlawfully discriminate against any employee or applicant for employment or member
7 of the public because of race, religion, color, national origin, ancestry, physical or
8 mental disability, medical condition, marital status, age or gender. AUDITOR shall
9 insure that the evaluation and treatment of their employees and applicants for
10 employment and members of the public are free of such discrimination. AUDITOR
11 shall comply with the provisions of the Fair Employment and Housing Act (California
12 Government Code §12900 *et seq.*). The applicable regulations of the Fair
13 Employment and Housing Commission implementing Government Code §12900, set
14 forth in Chapter 5 of Division 4 of Title 1 of the California Administrative Code, are
15 incorporated into this Agreement by reference and made a part thereof as if set forth in
16 full. AUDITOR shall also abide by the Federal Civil Rights Act of 1964 and all
17 amendments thereto, and all administrative rules and regulations issued pursuant to
18 said Act. AUDITOR shall give written notice of its obligations under this clause to
19 labor organizations with which it has a collective bargain or other agreement.

20 **11.2.** AUDITOR shall include the non-discrimination and compliance provision of this
21 paragraph in all subcontracts to perform work under this Agreement.

22 **12. NOTICES.**

23 All notices under this Agreement shall be in writing and may be given by personal delivery or
24 by sending through the U.S. Post Office, certified mail, return receipt requested, addressed to ICTC,
25 ATTN: Executive Director, 1503 N. Imperial Ave., Suite 104, El Centro, CA 92243 and to
26 AUDITOR at 4365 Executive Drive, Suite 710, San Diego, CA 92121 or at such other address as
27 either party may designate in a notice to the other party given in such manner. Any notice sent by
28 mail shall be considered given when received.

1 **13. ENTIRE AGREEMENT.**

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

5 **14. MODIFICATION.**

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

8 **15. PARTIAL INVALIDITY.**

9 If any of the provisions in this Agreement is held by a court of competent jurisdiction to be
10 invalid, void or unenforceable, the remaining provisions will continue to be in full force and effect.

11 **16. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.**

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

19 **17. WAIVER.**

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

23 **18. CHOICE OF LAW.**

24 The laws of the State of California shall govern this Agreement. This Agreement is made and
25 entered into in Imperial County, California. To the extent permitted by law, any action brought by
26 either party with respect to this Agreement shall be brought in a court of competent jurisdiction
27 within said County.

28 ///

1 **19. ATTORNEYS' FEES.**

2 If either party herein brings an action to enforce the terms thereof or declare rights hereunder,
3 the prevailing party in any such action, on trial or appeal, shall be entitled to its reasonable attorneys'
4 fees to be paid by the losing party as fixed by the court.

5 **20. AUTHORITY.**

6 Each of the individuals executing this Agreement on behalf of AUDITOR and ICTC represent
7 and warrant that:

8 **20.1** He or she is duly authorized to execute and deliver this Agreement on behalf of
9 AUDITOR or ICTC as applicable;

10 **20.2** Such execution and delivery on behalf of AUDITOR is in accordance with the terms
11 of the Articles of Incorporation or Partnership, any By-Laws or Resolutions of
12 AUDITOR; and

13 **20.3** Such execution and delivery on behalf of ICTC is duly authorized by the Board of
14 Supervisors and within the authority of the signatory identified below.

15 **21. COUNTERPARTS.**

16 This Agreement may be executed in counterparts.

17 **22. REVIEW OF AGREEMENT TERMS.**

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

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28

1 **IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed
2 the day and year first above written and shall be effective as of said date.

3
4 **IMPERIAL COUNTY TRANSPORTATION COMMISSION:**

5
6
7 By: _____
 CHERYL VIEGAS-WALKER
 Chairperson

8 **ATTEST:**

9
10 By: _____
 CRISTI LERMA
 Secretary of the Commission

11
12 AUDITOR:

13
14 By: _____
 KENNETH H. PUN, CPA
 Partner

15 **APPROVED AS TO FORM:**

16 ADAM G. CROOK
17 COUNTY COUNSEL

18
19 By: _____
 Eric Havens
 Assistant County Counsel

V. CONSENT CALENDAR

- E. Agreement for Professional Financial Reporting Services of the ICTC Transit Operations - FY 2020-21 through FY 2024-25
 - 1. Authorize the Chairman to sign the agreement for the ICTC Transit Operators Fiscal Reporting services effective July 1, 2021, for the audit period FY 2020-21 through FY 2024-25, with the firm of Eide Bailly:
 - A. For the fiscal reporting period of July 1, 2020 through June 30, 2021, the annual not to exceed fee set at \$40,000.00
 - B. For the fiscal reporting period of July 1, 2021 through June 30, 2022, the annual not to exceed fee set at \$40,000.00
 - C. For the fiscal reporting period of July 1, 2022 through June 30, 2023, the annual not to exceed fee set at \$40,000.00
 - D. For the fiscal reporting period of July 1, 2023 through June 30, 2024, the annual not to exceed fee set at \$40,000.00
 - E. For the fiscal reporting period of July 1, 2024 through June 30, 2025, the annual not to exceed fee set at \$40,000.00



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

May 18, 2021

Cheryl Viegas-Walker, Chairperson
 Imperial County Transportation Commission
 1503 N. Imperial Ave. Suite 104
 El Centro, Ca. 92243

SUBJECT: Agreement for Professional Financial Reporting Services of the ICTC Transit Operations - FY 2020-21 through FY 2024-25

Dear Commission Members:

The Commission conducts fiscal reviews of its transit operators on an annual basis as a prudent management practice. The most recent five-year agreement for this service completed its final year in FY 2019-20. The work associated includes but is not limited to; reviews and sampling of operator financial records i.e., invoices and billing, operator budget and schedule development, records management and financial controls, review of reportable revenue hours for billing purposes, review of spare parts inventories, monitoring of the accountability and security of the cash handling, conducted by each transit operator in the collection of fare revenue on a daily basis.

A competitive bid was completed in April 2021 for a new five-year contract for the reporting period of FY 2020-21 through FY 2024-25. A Request for Proposal was circulated for the five-year period in order to maximize pricing reductions, increase potential competition and reduce the level of effort for ICTC staff. An Evaluation Committee comprised of staff from the city of Calipatria, the Southern California Association of Governments (SCAG) and ICTC conducted the proposal scoring and ranking process.

The following summarizes the proposed cost for all five years of service for each of the proposals received.

Name	Average Annual Cost	Total Cost
Firm A	\$42,473.00	\$212,365.00
Firm B	\$43,535.00	\$217,675.00
Eide Bailly, LLP – Firm C	\$40,000.00	\$200,000.00
Firm D	\$47,752.00	\$238,760.00

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

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

The Evaluation Team unanimously ranked the firm of Eide Bailly as the highest ranking and recommends that a contract be awarded to the firm of Eide Bailly. The proposal from Eide Bailly indicated that their project team were focused on governmental accounting at several peer transit agencies in Southern California and are familiar with transit regulations and transit administrative practices. In addition, the Eide Bailly project team offered value added benefits through their knowledge and association with larger transit agencies including periodic review sessions with ICTC staff on financial reporting, validating, and reporting transit related metrics, best practices, or a variety of other topics depending on the future needs and interests of ICTC. It is important to note that Eide Bailly is the incumbent for the proposed services and is familiar with the transit operator and their operations.

Funding for this project will be included in the FY 21-22 ICTC Overall Work Program and Budget/Transit Finance Plan: through the Transportation Development Act (TDA) Fund.

The ICTC Management Committee met on May 12, 2021 and forwards this item to the Commission for their review and approval after public comment, if any:

1. Authorize the Chairman to sign the agreement for the ICTC Transit Operators Fiscal Reporting services effective July 1, 2021, for the audit period FY 2020-21 through FY 2024-25, with the firm of Eide Bailly:
 - A. For the fiscal reporting period of July 1, 2020 through June 30, 2021, the annual not to exceed fee set at \$40,000.00
 - B. For the fiscal reporting period of July 1, 2021 through June 30, 2022, the annual not to exceed fee set at \$40,000.00
 - C. For the fiscal reporting period of July 1, 2022 through June 30, 2023, the annual not to exceed fee set at \$40,000.00
 - D. For the fiscal reporting period of July 1, 2023 through June 30, 2024, the annual not to exceed fee set at \$40,000.00
 - E. For the fiscal reporting period of July 1, 2024 through June 30, 2025, the annual not to exceed fee set at \$40,000.00

Sincerely,

MARK BAZA
Executive Director

BY: 

David Aguirre
Program Manager

1 **ACCOUNTANCY AGREEMENT**

2 THIS AGREEMENT is made and entered into this _____, 2021 by and
3 between the **IMPERIAL COUNTY TRANSPORTATION COMMISSION** (“ICTC”) and **EIDE**
4 **BAILLY LLP** (“CPA”) (individually, “Party;” collectively, “Parties”).

5 **RECITALS**

- 6 **A.** CPA is a California Limited Liability Partnership, and a duly licensed certified public
7 accounting firm in good standing under the laws of the State of California and is in the
8 business of supplying independent accounting services and assistance to clients.
- 9 **B.** ICTC requires auditing services relating to the performance of First Transit, Inc., a
10 Delaware corporation qualified to do business in California.
- 11 **C.** CPA will examine the fiscal reports and financial records of First Transit Inc. for all
12 lines of transit service in regards to:
- 13 • Imperial Valley Transit (IVT) service; and
 - 14 • Imperial Valley Transit (IVT) Blue, Green and Gold Lines; and
 - 15 • IVT - Access service; and
 - 16 • IVT RIDE; and
 - 17 • IVT - MedTrans.
- 18 **D.** The objective of the agreed upon procedures engagement is to assist ICTC in evaluating
19 whether the fiscal reporting and financial records, invoicing and the cash handling
20 procedures of First Transit, Inc. are presented in all material respects in conformity with
21 the contractual provisions as set forth by ICTC.
- 22 **E.** ICTC wishes to employ CPA to perform agreed upon procedures and CPA is willing to
23 accept such engagement for First Transit, Inc. for the following five fiscal years (FY):
24 FY 2020-2021; FY 2021-2022; FY 2023-2024; FY 2024-2025; and FY 2025-2026.

25 NOW THEREFORE, ICTC hereby engages and CPA hereby accepts such engagement upon
26 the terms and conditions set forth herein.

27 ///

28 **1. TERM.**

1 **1.1.** This Agreement shall become effective on the date first written above and shall continue
2 in effect until the services provided for herein have been performed, but no later than March 31, 2026,
3 unless sooner terminated as provided herein.

4 **2. SERVICES TO BE PERFORMED BY CPA.**

5 **2.1.** CPA will conduct the following agreed upon procedures:

6 **2.1.1.** First Transit, Inc. as to the Imperial Valley Transit Service for all lines of
7 service, the IVT - Access Service, IVT MedTrans and the IVT RIDE service for
8 the fiscal years ending:

9 -June 30, 2021;

10 -June 30, 2022;

11 -June 30, 2023;

12 -June 30, 2024; and

13 -June 30, 2025;

14 CPA will perform the services as described in the attached “March 2021
15 Imperial County Transportation Commission Request For Proposals For Fiscal
16 Reporting Services For Transit Operators” attached as **Exhibit “A”** and “April
17 2, 2021 Imperial County Transportation Commission Proposal For Transit
18 Operator Fiscal Reporting For the Fiscal Years 2020-21 through 2025-26”
19 attached as **Exhibit “B”**, both of which are incorporated by this reference as
20 though fully set forth herein.

21 CPA will perform the services as described in the attached **Exhibits “A” and**
22 **“B”**.

23 **2.2.** The agreed upon procedures will be conducted in accordance with attestation standards
24 established by the American Institute of Certified Public Accountants. Accordingly, it
25 will include test of records and other procedures that are considered necessary to enable
26 the CPA assist ICTC in evaluating whether the fiscal reports and financial records of
27 First Transit, Inc. are presented, in all material respects, in conformity with the
28 contractual provisions as set forth by the ICTC.

1 **2.3.** If requested by ICTC Board or Caltrans or U.S. Transit Administration, CPA will appear
2 before the requesting body and explain their report.

3 **3. RETENTION AND AVAILABILITY OF WORK PAPERS.**

4 All supporting papers and work papers prepared by CPA in connection with the agreed upon
5 procedures shall be retained for a minimum of four (4) fiscal years following the close of the agreed
6 upon procedures for the applicable fiscal year and shall be available for inspection and examination
7 during CPA's normal business hours upon request from ICTC or the State Controller.

8 **4. TIME FOR COMPLETION.**

9 CPA shall annually submit reports within the following time frame:

Fiscal Year	Draft Deadline	Final Deadline
FY 2020-2021	January 13, 2022	February 28, 2022
FY 2021-2022	January 12, 2023	February 28, 2023
FY 2022-2023	January 11, 2024	February 28, 2024
FY 2023-2024	January 10, 2025	February 28, 2025
FY 2024-2025	January 8, 2026	February 26, 2026

10
11
12
13
14
15
16
17
18 For the annual agreed upon procedures, CPA will furnish one (1) electronic (PDF) of the draft audit
19 reports to ICTC. Upon further direction from ICTC staff, CPA will furnish three (3) paper copies and
20 one (1) electronic (PDF) of the final audit reports to ICTC.

21 **5. COMPENSATION OF CPA.**

22 **5.1.** In consideration for the services to be performed by CPA, ICTC agrees to pay CPA as
23 follows:

Fiscal Year in which work is performed	Fiscal Year audited and reported	Amount
Fiscal Year 2021-2022	Fiscal Year 2020-2021	\$40,000.00
Fiscal Year 2022-2023	Fiscal Year 2021-2022	\$40,000.00
Fiscal Year 2023-2024	Fiscal Year 2022-2023	\$40,000.00

Fiscal Year 2024-2025	Fiscal Year 2023-2024	\$40,000.00
Fiscal Year 2025-2026	Fiscal Year 2024-2025	\$40,000.00

5.2. Except as provided under Paragraph 5.1, ICTC shall not be responsible to pay CPA any other compensation, out-of-pocket expenses, fees or other remuneration.

5.3. Said payment shall not be due and payable until such time as CPA has provided ICTC with a monthly service statement which shall itemize all out-of-pocket expenses and work performed for each said period. Said statements must meet with the approval of ICTC and be received by ICTC with annotations so as to clearly identify the work by fund or project name, from other audit services performed for ICTC.

5.4. Invoices, clearly indicating the period for which the bill is made, shall be submitted to:

Attn: Executive Director
Imperial County Transportation Commission
1503 N. Imperial Ave. Suite 104
El Centro, CA 92243

5.5. CPA acknowledges ICTC is under no obligation to compensate CPA for services rendered or expenses accrued under this Agreement not authorized by ICTC.

5.6. If ICTC requires work in addition to that defined in the “Services to be Performed By CPA,” Paragraph 2, CPA shall provide a cost estimate and written description of the additional work needed to perform such services. Compensation and the time for completing such additional services must be negotiated and approved in writing by ICTC prior to the commencement of any such services based on the following pricing per hour:

Fiscal Year in which work is performed	Fiscal Year audited and reported	Cost / hour
Fiscal Year 2021-2022	Fiscal Year 2020-2021	\$ per Ex. B
Fiscal Year 2022-2023	Fiscal Year 2021-2022	\$ per Ex. B

Fiscal Year 2023-2024	Fiscal Year 2022-2023	\$ per Ex. B
Fiscal Year 2024-2025	Fiscal Year 2023-2024	\$ per Ex. B
Fiscal Year 2025-2026	Fiscal Year 2024-2025	\$ per Ex. B

5.7. This Agreement is valid and enforceable only if sufficient funds are made available for the purposes of this Agreement. If sufficient funds are not available for this Agreement, it shall be invalid and of no further force and effect. In that event, ICTC shall have no liability to pay any funds to CPA and CPA shall not be obligated to perform any provisions of this Agreement. CPA will be due the share of compensation earned and reimbursement of expenses incurred as represented by the proportion of services rendered and expenses charged, if any, at the time of termination once a final billing is approved by ICTC.

6. **INDEMNIFICATION.**

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

B. Other Indemnities. Other than in the performance of professional services, and to the fullest extent allowed by law, AUDITOR shall indemnify, hold harmless and defend ICTC and its members, board members, officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) arising or alleged to have arisen directly or indirectly out of performance of this Agreement.

1 AUDITOR's obligations under the preceding sentence shall apply regardless of whether ICTC or any
2 of its members, board members, officers, officials, employees, agents or volunteers are negligent, but
3 shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the
4 gross negligence, or caused by the willful misconduct, of ICTC, or any of its members, board members,
5 officers, officials, employees, agents or volunteers.

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

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

11 **7. INSURANCE.**

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

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

25 \$2,000,000 per occurrence for bodily injury and property damage

26 \$1,000,000 per occurrence for personal and advertising injury

27 \$4,000,000 aggregate for products and completed operations

28 \$4,000,000 general aggregate

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

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

8 (iv) EMPLOYERS' LIABILITY insurance with limits of liability of not less than
9 \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each
10 employee.

11 (v) PROFESSIONAL LIABILITY (Errors and Omissions) insurance appropriate to
12 AUDITOR's profession, with limits of liability of \$2,000,000 per claim/occurrence and
13 \$2,000,000 policy aggregate.

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

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

27 All policies of insurance required hereunder shall be endorsed to provide that the coverage shall
28 not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written

1 notice has been given to ICTC. Upon issuance by the insurer, broker, or agent of a notice of
2 cancellation, non-renewal, or reduction in coverage or in limits, AUDITOR shall furnish ICTC with a
3 new certificate and applicable endorsements for such policy(ies). In the event any policy is due to
4 expire during the work to be performed for ICTC, AUDITOR shall provide a new certificate, and
5 applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the
6 expiration date of the expiring policy.

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

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

21 (i) The retroactive date must be shown, and must be before the effective date of this
22 Agreement or the commencement of work by AUDITOR.

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

26 (iii) If coverage is canceled or non-renewed, and not replaced with another claims-
27 made policy form with a retroactive date prior to the effective date of the Agreement, or work
28 commencement date, AUDITOR must purchase extended reporting period coverage for a

1 minimum of 5 years after completion of the work or termination of the Agreement, whichever
2 first occurs.

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

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

6 AUDITOR shall furnish ICTC with all certificate(s) and applicable endorsements effecting
7 coverage required hereunder. **All certificates and applicable endorsements are to be received and**
8 **approved by ICTC's Executive Director or his/her designee in his/her sole discretion prior to**
9 **ICTC's execution of the Agreement and before work commences.** Upon request of ICTC,
10 AUDITOR shall immediately furnish ICTC with a complete copy of any insurance policy required
11 under this Agreement, including all endorsements, with said copy certified by the underwriter to be a
12 true and correct copy of the original policy. This requirement shall survive expiration or termination
13 of this Agreement.

14 If at any time during the life of the Agreement or any extension, AUDITOR or any of its
15 subcontractors fail to maintain any required insurance in full force and effect, all work under this
16 Agreement shall be discontinued immediately, until notice is received by ICTC that the required
17 insurance has been restored to full force and effect and that the premiums therefore have been paid for
18 a period satisfactory to ICTC. Any failure to maintain the required insurance shall be sufficient cause
19 for ICTC to terminate this Agreement. No action taken by ICTC hereunder shall in any way relieve
20 AUDITOR of its responsibilities under this Agreement.

21 The fact that insurance is obtained by AUDITOR shall not be deemed to release or diminish
22 the liability of AUDITOR, including, without limitation, liability under the indemnity provisions of
23 this Agreement. The duty to indemnify ICTC shall apply to all claims and liability regardless of whether
24 any insurance policies are applicable. The policy limits do not act as a limitation upon the policy limits
25 do not act as a limitation upon the amount of indemnification to be provided by AUDITOR. Approval
26 or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the
27 liability of AUDITOR, its principals, officers, agents, employees, persons under the supervision of
28

1 AUDITOR, vendors, suppliers, invitees, subcontractors, or anyone employed directly or indirectly by
2 any of them.

3 If AUDITOR should subcontract all or any portion of the services to be performed under this
4 Agreement, AUDITOR shall require each subcontractor to provide insurance protection in favor of
5 ICTC, its members, board members, officers, officials, employees, agents and volunteers in accordance
6 with the terms of each of the preceding paragraphs, except that the subcontractor's certificates and
7 endorsements shall be on file with AUDITOR and ICTC prior to the commencement of any work by
8 the subcontractor.

9 **8. TERMINATION.**

10 **8.1. Termination by Either Party.** This Agreement may be terminated, without cause, by
11 either party upon thirty (30) days prior written notice to the other party.

12 **8.2. Compensation in Early Termination.** Subject to Paragraph 5.7, in the event that this
13 Agreement is terminated prior to the completion of the term of contract as specified
14 herein, CPA shall be entitled to the compensation earned prior to the date of termination
15 as provided for in this Agreement, computed pro rata up to and including that date. The
16 compensation earned and unpaid at the time of termination shall be paid without
17 abatement or reduction immediately upon termination of this Agreement. CPA shall be
18 entitled to no further compensation as of the date of termination.

19 **9. INDEPENDENT CONTRACTOR.**

20 **9.1.** CPA shall be responsible to ICTC only for the requirements and results specified by this
21 Agreement. CPA shall not be subject to ICTC's control with respect to the physical
22 actions or activities of CPA or of CPA's employees or agents in connection with the
23 operation of the business or CPA's fulfillment of the requirements of the Agreement,
24 except as specifically provided in this Agreement.

25 **9.2.** CPA is, and at all times during the term of this Agreement shall represent and conduct
26 itself as, an independent contractor and not as an agent or employee of ICTC. CPA
27 shall not have the authority, express or implied, to bind or obligate ICTC in any way.

28 **10. ASSIGNMENT.**

1 Neither this Agreement nor any duties or obligations hereunder shall be assignable by CPA
2 without the prior, written, consent of ICTC.

3 **11. NON-DISCRIMINATION.**

4 **11.1.** During the performance of this Agreement, CPA and its subcontractors shall not
5 unlawfully discriminate against any employee or applicant for employment or member
6 of the public because of race, religion, color, national origin, ancestry, physical or
7 mental disability, medical condition, marital status, age or gender. CPA shall insure
8 that the evaluation and treatment of their employees and applicants for employment and
9 members of the public are free of such discrimination. CPA shall comply with the
10 provisions of the Fair Employment and Housing Act (California Government Code
11 §12900 *et seq.*). The applicable regulations of the Fair Employment and Housing
12 Commission implementing Government Code §12900, set forth in Chapter 5 of
13 Division 4 of Title 1 of the California Administrative Code, are incorporated into this
14 Agreement by reference and made a part thereof as if set forth in full. CPA shall also
15 abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all
16 administrative rules and regulations issued pursuant to said Act. CPA shall give written
17 notice of its obligations under this clause to labor organizations with which it has a
18 collective bargain or other agreement.

19 **11.2.** CPA shall include the non-discrimination and compliance provision of this paragraph
20 in all subcontracts to perform work under this Agreement.

21 **12. NOTICES.**

22 All notices under this Agreement shall be in writing and may be given by personal delivery or
23 by sending through the U.S. Post Office, certified mail, return receipt requested, addressed to ICTC at
24 1503 N. Imperial Ave, Suite 104, El Centro, CA 92243 and to CPA at 19340 Jesse Ln., Ste. 260,
25 Riverside, CA 92508, or at such other address as either party may designate in a notice to the other
26 party given in such manner. Any notice sent by mail shall be considered given when received.

27 **13. ENTIRE AGREEMENT.**

28 This Agreement contains the entire agreement between ICTC and CPA relating to the

1 transactions contemplated hereby and supersedes all prior or contemporaneous agreements,
2 understanding, provisions, negotiations, representations or statements, either written or verbal.

3 **14. MODIFICATION.**

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

6 **15. PARTIAL INVALIDITY.**

7 If any of the provisions in this Agreement is held by a court of competent jurisdiction to be
8 invalid, void or unenforceable, the remaining provisions will continue to be in full force and effect.

9 **16. WAIVER.**

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

13 **17. CHOICE OF LAW.**

14 The laws of the State of California shall govern this Agreement. This Agreement is made and
15 entered into in Imperial County, California. To the extent permitted by law, any action brought by
16 either party with respect to this Agreement shall be brought in a court of competent jurisdiction within
17 said County.

18 **18. ATTORNEYS' FEES.**

19 If either party herein brings an action to enforce the terms thereof or declare rights hereunder,
20 the prevailing party in any such action, on trial or appeal, shall be entitled to its reasonable attorneys'
21 fees to be paid by the losing party as fixed by the court.

22 **19. AUTHORITY.**

23 Each of the individuals executing this Agreement on behalf of CPA and ICTC represent and
24 warrant that:

25 **19.1.** He or she is duly authorized to execute and deliver this Agreement on behalf of CPA or
26 ICTC as applicable;

27 **19.2.** Such execution and delivery on behalf of CPA is in accordance with the terms of the
28 Articles of Incorporation or Partnership, any By-Laws or Resolutions of CPA; and

1 **19.3.** Such execution and delivery on behalf of ICTC is duly authorized by the ICTC Board
2 and within the authority of the signatory identified below.

3 **20. COUNTERPARTS.**

4 This Agreement may be executed in counterparts.

5 **21. REVIEW OF AGREEMENT TERMS.**

6 This Agreement has been reviewed and revised by legal counsel for both ICTC and CPA, and
7 no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the
8 interpretation or enforcement of the same or any subsequent amendments thereto.

9 ///

10 ///

11 ///

12 ///

13 ///

14 ///

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the
26 day and year first above written and shall be effective as of said date.

27

28

IMPERIAL COUNTY TRANSPORTATION COMMISSION:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

By: _____
CHERYL VIEGAS-WALKER
Chairperson

ATTEST:

By: _____
CRISTI LERMA
Secretary to the Commission

CPA:

By: _____
PHILLIP WHITE, CPA

APPROVED AS TO FORM:

ADAM G. CROOK
COUNTY COUNSEL

By: _____
Eric Havens
Assistant County Counsel

VI. REPORTS

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



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

Memorandum

Date: May 3, 2021
To: ICTC Commission Members
From: Mark Baza, Executive Director
Re: Executive Director's Report

The following is a summary of the Executive Director's Report for the ICTC Management Meeting on May 26, 2021.

- 1) **FY 2021/2022 Unmet Transit Needs Hearing Process:** Section 99401.5 of the Public Utilities Code states that: "The Transportation Planning Agency (TPA) shall hold at least one public hearing pursuant to 99238.5, for the purpose of soliciting comments on the Unmet Transit Needs that may exist within the jurisdiction." Unmet Transit Needs that are determined to be "Reasonable to Meet" by ICTC may be established by providing transit services directly, by contracting for new transit services, or the expansion of existing services. In addition, consultant studies are also conducted when practical to evaluate options or complete evaluations.

As a result of the pandemic and the inability to conduct formal public gatherings, ICTC issued physical surveys to passengers on vehicles and in person at transit facilities throughout the county to generate responses related to purposed unmet transit needs. ICTC also posted electronic surveys on all transit websites and its social media outlets. The efforts generated various responses from the public. For FY 2021/2022, ICTC proposes to conduct the actual Unmet Transit Needs Public Hearing virtually, preferably on June 7, 2021. It is ICTC's goal to have at least three members of the Commission be present to listen to any verbal comments provided by the public as well as any written comments that were received from the surveys. The second meeting where the actual findings are adopted will be held after the public hearing at a later date.

- 2) **FY 2021/2022 Budget Workshop:** City Managers/County CEO and ICTC Commissioners are invited to attend a virtual budget workshop for FY 2021/2022 on May 26, 2021 at 4 p.m. prior to the Commission meeting. To join by Zoom Meeting click on the following link:
<https://zoom.us/j/91532731743?pwd=SmlxT3JCZHdjB0ZaOG5ZeJpYWVJQT09>.
- 3) **HERO PACE Program with Western Riverside Council of Governments (WRCOG):** On December 2, 2013 ICTC entered into Memorandum of Understanding (MOU) to partner with WRCOG to offer PACE program services to residents of Imperial County for energy reduction projects such as residential solar panels or dual pane glass installations paid through the homeowners property assessments. *The residential program was shut down because the HERO program administrator Renovate America filed bankruptcy on December 23, 2020. WRCOG legal counsel is actively monitoring and involved in the bankruptcy proceedings and WRCOG staff will continue to service the existing assessments and provide customer service and assistance to property owners with HERO assessments. As described, ICTC's MOU agreement with WRCOG had automatically terminated on December 2, 2018 five years after the MOU was signed. Should anyone have any questions regarding the termination they should contact Casey Dailey, Director of Energy & Environmental Programs at (951) 405-6720 or cdailey@wrcog.us.*

WRCOG will continue to operate the Commercial PACE (C-PACE) aspect of the program that provides support to commercial businesses for economic and environmental benefits for communities and regions throughout California. WRCOG believes that C-PACE "...can serve an important role in achieving the state's energy efficient and renewable energy goals and we will continue to support efforts to grow and expand C-PACE use."

- 4) **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, was awarded \$20 million under the U.S. Department of Transportation's BUILD discretionary grant program to complete the Design-Build construction phase. *ICTC staff completed the procurement process and award action was taken on March 24, 2021. Next steps include issuing a notice to proceed to Hazard Construction to initiate the design of the project. ICTC has recently advertised a Request for Proposals for Construction Management services to provide engineering support on behalf of ICTC through design and construction. Proposals are due May 21, 2021.*
- 5) **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. Discussions have been on-going through to this week of March 15, 2021. On Wednesday, March 17th 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 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 has committed paying for all other construction related costs and Border Patrol will lead the construction contract. *Border Patrol, Caltrans and ICTC are having weekly meetings to complete design plans and Caltrans Permits with a goal to begin construction in Fall 2021 with construction completed in approximately six months after construction begins. Detailed schedule is being developed.*

- 6) **I-8 / Imperial Avenue Interchange Reconstruction:** Caltrans and construction team have been meeting with City of El Centro and ICTC to discuss details of construction phases and the public information campaign for both the Interchange Project and the Imperial Avenue Extension South Project. *Stage 1 of construction began on Monday, May 6, 2020. During the extended closure, motorists on eastbound I-8 will be detoured along 4th Street/State Route 86 (SR-86) located east of Imperial Avenue. On July 23rd closure of the I-8 was needed to demolish and remove the existing bridge. Crews have completed the demolition of the existing bridge at the I-8/Imperial Avenue Interchange. There were no reported incidents and detoured traffic was flowing with no major delays. Over the next month, the community will see crews performing general earthwork operations. There will be construction equipment, noise (including OSHA required backup alarms), dust and some minor traffic control. Stage 2 work on the northern portion of I-8 is anticipated to take four to six months to complete and could begin as early as December. During Stage 2, all I-8/Imperial Avenue on- and off- ramps will be fully closed. The interchange is expected to open to traffic by the end of 2022 with project completion by mid-2023.*

- 7) **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 has been delayed to August 2021 due to environmental impacts and other utility projects in progress within the project area.*
- 8) **Imperial Mexicali Binational Alliance Meeting:** *The last IMBA meeting was held May 8, 2021. The meeting included updates on the Calexico East Port or Entry/Mexicali II bridge Widening Project by ICTC and a detailed presentation on the Calexico West Port of Entry / Mexicali I Mexico Roadway/Bridge Improvements from Secretaria de Infraestructura, Desarrollo Urbano y Reordenacion Territorial (SIDURT). Daniel Hernandez, Senior Resident Engineer from Caltrans provided a brief update of the State Route 98 Project from Ollie Avenue to Rockwood Avenue. Plus, economic development updates from IVEDC and Mexicali counterparts. The next IMBA meeting is scheduled for July 8, 2021.*
- 9) **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). *The Free Fares Program will remain in effect while the grant funds are available. All regular service eligibility requirements and restrictions remain in effect.*
- 10) **SR-78/Glamis Multiuse Grade Separated Crossing Feasibility Study:** *The Study was completed and adopted by the Commission on January 27, 2021. A final study is on the ICTC website at <http://www.imperialctc.org/sr-78-glamis-crossing/>. The Study recommendations include identifying a lead agency and funding to carryout the proposed project.*
- 11) **Potential Bus Stop in Calipatria:** ICTC has evaluated all of its fixed route service routes to attempt to provide service to the east side of Calipatria. Staff conducted time trials as well utilized several types of buses to verify buses would not have issues with other existing stops within proposed routes. Potential stops for the area include a stop along Commercial Avenue and potentially another stop near Alexandria Street. Staff is proposing to utilize its IVC Express route to potentially service the area. Final location and infrastructure associated with the potential bus stop(s) is pending discussion with the city of Calipatria staff.
- 12) **FY 2019 Public Transit Fare Analysis:** *The final draft of the analysis was presented at the January 2021 meeting(s). The study is currently in the final public comment period. A pre-recorded bilingual presentation will be posted on the ICTC website in the upcoming weeks at: <http://www.imperialctc.org/publications-&-reports/transit-and-non-motorized/>*
- 13) **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 is in the President's Budget Proposal in the amount of \$99.7million. Work for phase 2B will include demolition of the old port building and construction of the new pedestrian building. The total estimated cost for phases 2A plus 2B are \$276million. According to GSA Phase 2A is anticipated to be completed Spring 2023.*
- 14) **Calexico Intermodal Transportation Center (ITC):** A new Intermodal Transportation Center in the City of Calexico has been part of ICTC's long range transit planning. The new Calexico ITC will serve as a regional

mobility hub that will accommodate bus bays for Imperial Valley Transit in addition to the City of Calexico’s private transit operators, taxis and farm labor buses. ICTC received a Congestion Mitigation and Air Quality federal program fund to complete the environmental and design plans of the new Calexico ITC. ICTC staff is in the process of completing the contract award for a consultant firm that will complete the environmental and design phase. Currently, ICTC staff is completing the Caltrans award review process with multiple Caltrans’ departments. The ICTC Board adopted the agreement with Psomas on September 26, 2018. *Environmental phase is in progress with consultant team and agency partners, including the City of Calexico, Caltrans and ICTC. Design is also underway and Right of Way Acquisition will begin in Summer 2021.*

- 15) **Imperial County Regional Climate Action Plan:** After the kick-off meeting on June 28, 2019, ICTC established Project Management Procedures and Communication Protocols with the Consultant as well as reviewing the Scope of Work and Schedule. The consultant is working on the draft Climate Action Plan (CAP) and finalizing the inventory, forecasts, and targets; anticipating a Final Draft of the CAP by Mid-March, 2021. ICTC member agencies’ will have the opportunity to review the Final Draft CAP with a goal of having comments back by March 31, 2021. As we move forward with public comments, ICTC will post the CAP on their website with the intent to get feedback and comments from the public. *The Draft Regional CAP is posted in the ICTC website at <http://www.imperialctc.org/regional-climate-action-plan/>. The public review period starts April 6, 2021 and ends May 10, 2021. A final CAP will be presented to local jurisdictions Council/Board for review and approval in the months of May and June 2021. The final Regional CAP will be presented to ICTC for approval consideration starting with the Technical Advisory Committee beginning May 27, 2021 and subsequently to Management Committee and Commission in June 2021.*

- 16) **State and Federal funding Obligations:** Projects programmed in programmed in Federal Fiscal Year (FFY) 2019/2020 were fully obligated according to Caltrans Local Assistance. Beginning October 1, 2020, agencies can move forward with request for authorization (RFA) for Congestion Mitigation Air Quality (CMAQ), Surface Transportation Block Grant program (STBG) programmed in FFY 2020/2021. Other state funding also included in the Federal Transportation Improvement Program (FTIP) include the Active Transportation Program (ATP). *See complete project list attached.*

- 17) **2018 Trade Corridor Enhancement Program:** The Trade Corridor Enhancement Program (TCEP), created by Senate Bill (SB) 1 (Beall, Chapter 5, Statutes of 2017), provides approximately \$300 million annually for infrastructure improvements on federally designated Trade Corridors of National and Regional Significance, on the Primary Freight Network, and along other corridors that have a high volume of freight movement. ICTC in partnership with Caltrans and the San Diego Association of Governments (SANDAG) were successful in receiving TCEP funds for Advanced Technology Corridors at the California-Mexico Ports of Entry (POE). The goal project is to implement Intelligent Transportation System (ITS) strategies that will improve border travel delays. Some of the ITS strategies will include Bluetooth and Wi-Fi readers to help track vehicle delays, as well as implement changeable message signs on State Routes to inform border travelers of POE delays. Caltrans will serve as the implementing agency of this project and has an estimated completion date of early 2020. *Caltrans has initiated the environmental phase and preliminary design of the project. TCEP funds will be used in collaboration with the BUILD grant award for the design and construction phases. ICTC is making a request for allocation from the California Transportation Commission (CTC) for the \$7.5 million for design and construction at their June 23, 2021 meeting.*

- 18) **State Legislation for Transportation Funding – SB 1 Road Maintenance and Rehabilitation Account (RMRA):** \$1.5 Billion annually will go to cities and counties for local road improvements. The following are projected annual revenues of RMRA for the FY 20/21. This list of projects for all cities and the county can also be found on the ICTC website at: <http://www.imperialctc.org/senate-bill-1/>

Below are the projected annual revenues for FY 2020/2021. All Imperial County cities and the county are required to submit their list of projects in order to be eligible for funding distribution.

Agency	RMRA Amount FY 2020-2021
Brawley	\$469,831

Calexico	\$725,242
Calipatria	\$132,423
El Centro	\$794,848
Holtville	\$116,508
Imperial	\$342,513
Westmorland	\$42,296
County of Imperial	\$8,185,798
TOTAL	\$10,809,459*

**Estimate source is from the California League of Cities dated May 15, 2020*
<http://californiacityfinance.com/LSR2005.pdf>

- 19) **California-Baja California Binational Region:** A Fresh Look at Impacts of Border Delays: Building upon previous Caltrans, SANDAG, and ICTC studies, this project will refine the economic models developed to assess economic impacts of delays at the land ports of entry (POEs) between the San Diego and Imperial Counties region and Baja California, Mexico, on the border region economies. It will also estimate greenhouse gas (GHG) emissions of passenger and commercial vehicles due to northbound and southbound border delays at the six California POEs and propose strategies to reduce GHG emissions at the border region. Lastly, extensive outreach to government agencies, local border communities, and private sector stakeholders was conducted.

A final report was completed in the fall of 2020. The report can be found at:
<https://sandag.org/index.asp?classid=19&projectid=535&fuseaction=projects.detail>

- 20) **State Legislation for Transportation Funding – SB 1 2018 Local Partnership Program (LPP):** Local Partnership Program is comprised of formulaic program and competitive programs. In FY2017/2018 total amount available statewide is \$200M and distribution is 50/50 for both formulaic and competitive programs. The formulaic program share distributions for the Local Partnership Program were presented at the CTC meeting in December 6-7, 2017. The Imperial County received \$1,632 of Local Partnership Formulaic Program (LPFP) funds in Cycle 1 (\$1,076) and Cycle 2 (\$556) for a total of \$1,632.

List of projects for Imperial County:

Local Partnership Program (LPP) Programing for FY19/20						
Agency	Project Name	LPP Formulaic Funds	Local Match	Total Cost	Project Implementation Fiscal Year	Proposed CTC Programming Date
Brawley	2020 Legion Street Improvements	\$ 209,000	\$ 209,000	\$ 418,000	2019-2020	1/30/2020
Calexico	Scaroni Road Improvements	\$ 305,000	\$ 550,000	\$ 855,000	2019-2020	5/16/2019
Calipatria	Calipatria Date Street Sidewalk Improvement Project	\$ 41,000	\$ 41,000	\$ 82,000	2019-2020	5/16/2019
County	Overlay of Picacho Road from Winterhaven Road to Quechan Drive	\$ 523,000	\$ 523,000	\$ 1,046,000	2019-2020	5/16/2019
Imperial	Aten/Clark Road Improvements	\$ 154,000	\$ 327,000	\$ 481,000	2019-2020	5/16/2019

Local Partnership Program (LPP) Programing for FY20/21						
Agency	Project Name	LPP Formulaic Funds	Local Match	Total Cost	Project Implementation Fiscal Year	Proposed CTC Programming Date
Holtville	Orchard Road/Cedar Avenue	\$ 60,000	\$ 60,000	\$ 120,000	2020-2021	Jun-20
El Centro	Dogwood Road from Villa Road to Commercial Avenue	\$ 339,000	\$ 339,000	\$ 678,000	2020-2021	Jun-20

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

http://catc.ca.gov/programs/sb1/lpp/docs/062719+Amended_LPP%20Guidelines.pdf

21) **Partnerships with IVEDC:**

- a) **Southern Border Broadband Consortium (SBBC):** For FY 2020/2021, 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; and develop a preferred scenario for 98% deployment in Imperial County and present to the California Advanced Service Fund and the CPUC. Recent updates to SBBC’s role in the region include a partnership with local healthcare organizations including ECRMC, Pioneers Hospital and Alliance Healthcare to identify telemedicine broadband needs and funding opportunities in Imperial County; working with the California Emerging Technology Fund and the Inland Empire Regional Broadband Consortium as part of a SCAG project to identify transportation broadband strategies to reduce VMT and greenhouse emissions; and working with local internet services providers including AT&T to assist successful applications for funding opportunities with the CPUC in locations such as north County, central Imperial and the Imperial Business Park by end of July 2020. SBBC completed the objectives of the 2017-2020 CPUC CASF Consortia Grant cycle, which ended in June 2020. SBBC applied for a second grant cycle in summer of 2020 and was approved in the Fall for a start date of December 1, 2020. This cycle will have bi-annual reporting, every 6 months, starting this upcoming May 31, 2021 through the end of the cycle, November 31, 2023. The 2020-2023 grant cycle is currently underway. We are getting ready for the first report of the cycle, due at the end of May. SBBC is also working on the final reporting for the previous cycle and subsequent payment from CPUC with the help of CPA, Roger Tubach and our contacts at CASF

- b) **The Brawley Transit Corridor Brownfield Assessment:** ICTC in partnership with IVEDC received a U.S. Environmental Protection Agency (EPA) Brownfields Communitywide Assessment Grant award of \$300,000 from the Environmental Protection Agency’s Brownfields Assessment Program. This assessment will be focused along the transit circulator route within the 13-mile Imperial Valley Transit’s (IVTs) Brawley Gold Line Transit Route and the Brawley Transit Center that serves as the IVTs North Imperial County transfer terminal. The commercial corridors in the target assessment area include over 100 known commercial properties and suspected historical gas station sites with known or suspected underground tanks in the target area. ICTC will be the fiscal agent and has developed an MOU which will define roles and responsibilities (Audits, Administration and Project Management) or ICTC and IVEDC. SCS Engineers have initiated early Tasks that include the Quality Assurance Project Plan (QAPP) and project management plan as required by EPA.
 - (1) The Finnell Property has 3 parcels. Phase 1 and Phase 2 reports have been finalized and 3 underground storage tanks have been excavated and disposed of. Currently assisting the property owner in identifying grant dollars to apply to the site cleanup that is being required after uncovering significant contamination.
 - (2) The Chai Property has 2 parcels. It received DTSC approval on March 28, 2019. Phase 1 report completion occurred on October 15, 2019 and no further action is required. Completed and closed out.
 - (3) The Lesicka Property has 2 parcels. It received DTSC approval on August 29, 2019 and Phase 1 and Phase 2 reports have been finalized and no further action is required. Completed and closed out.

- (4) The Dek Property has 1 parcel. It received DTSC approval on April 22, 2020. Phase 1 was improperly completed by a previous engineering firm. 95% of the re-development was completed when the contractor discovered concerning amounts of underground contamination on site. We stepped in and completed a phase 2 and we are currently assessing the situation while collecting additional soil samples and pending laboratory results. With our guidance on where to relocate the project's retention basin they were able to complete construction and open the business in early 2021. Completed and closed out.
- (5) The Pioneers Property has 3 parcels. It received DTSC approval on May 11, 2020. Phase 1's were completed on all parcels. 1 parcel which is the site of a former Chevron station closed on 1975 will require a phase 2. The Field Sampling Plan is currently under review for approval with the EPA staff. Approvals of this nature have been significantly stalled due to COVID. We expect resolution by mid May.
- (6) The Gibson property received DTSC approval on April 28, 2021. This is a former fueling station and will likely have a recommended Phase 2 site assessment.
- (7) We are working on a new potential site being considered for redevelopment by a company who wishes to develop a manufacturing facility on the north end of the City of Brawley. We are currently negotiating with the land owner and the developer for inclusion into the brownfield program.

FFY20-21 Federal Funded Project Obligation List

Updated on 4/16/2021

Federal funding Obligations: *The following is a list of projects that must submit a Request for Authorization to Caltrans Local Assistance. Projects must obligate (E-76) federal funds in FFY 2020/2021. (Starting October 1, 2020 thru September 30, 2021)*

Agency	Project ID	Project Name	Funding Type	Phase	Federal Amount in FY 2020/21 (in 000's)	Obligation Status
Brawley	IMP190701	Pedestrian and street improvements (paving of dirt road) on Legion Street between State Route 86 and Western Avenue	CMAQ	CON	\$797	Delay on RFA
Calexico	IMP191001	Weakley Street between Scaroni Blvd. and Portico Blvd. (unpaved street)	CMAQ	CON	\$291	Delay on RFA
El Centro	IMP190704	Traffic Signal Synchronization Dogwood Avenue and 8th Street	CMAQ	CON	\$343	RFA will be submitted April 2021
El Centro	IMP190710	Imperial Avenue Extension Phase II	STBG	CON	\$715	Working on R/W Certification - RFA will be submitted April 2021
Holtville	IMP190705	Cedar Avenue Sidewalk Improvements	CMAQ	CON	\$193	RFA approved back in Oct 2020
Imperial	IMP190301	2nd Street Rehabilitation and Reconstruction from Old SR-86 to P Street	STBG	CON	\$1,841	60% Design Plans - RFA will be submitted early May 2021
County	IMP190713	Improvements on Main Street Such as widening of existing road t add bike lane, sidewalks, shoulder, curb and gutter from Highway 111 to Memphis Ave. in Niland	CMAQ	PE	\$107	Received E76
					\$4,287	

CON- Construction
PE- Design
R/W- Right of Way
RFA- Request for Authorization
CMAQ- Congestion Mitigation Air Quality
STBG- Surface Transportation Block Grant

FY20-21 State Funded Project Obligation List

Updated on 4/16/2021

State Funded Allocations: The following is a list of projects that must submit a Request for Allocation to Caltrans Local Assistance for State approval during FY 2020/2021 (Starting July 1, 2020 thru June 30, 2021)						
Agency	Project ID	Project Name	Funding Type	Phase	State Amount in FY 2020/21 (in 000's)	Obligation Status
El Centro		Dogwood Road from Villa Road to Commercial Avenue	LPP	CON	\$339	RFA was submitted for March 2021 CTC meeting action
Holtville		Orchar Road/Cedar Avenue	LPP	CON	\$60	Obligated
County	IMP190716	Sidewalk improvements on Heffernan Avenue from 14th street to 11th street.	ATP	R/W	\$44	RFA will be submitted for May 2021
County	IMP190715	Aten Road Bicycle Path Improvements from Dogwood Road to Imperial Valley College in Imperial County.	ATP	CON	\$215	Request for Extension
					\$658	

CON- Construction
PE- Design
R/W- Right of Way
RFA- Request for Allocation
ATP- Active Transportation Program
LPP- Local Partnership Program



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

Memorandum

Date: May 12, 2021
To: ICTC Commission Meeting
From: David Salgado, Regional Affairs Officer (RAO)
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 meeting for the month of May 2021.

- 1. SCAG May Regional Council (RC) Meeting:** At SCAG’s May Regional Council (RC) meeting the board took action to approve SCAG’s 2021-2022 Final Comprehensive Budget and Overall Work Plan. The RC also took action to approve SCAG’s Racial Equity Early Action Plan which was developed to guide and sustain SCAG’s regional leadership moving forward. Additionally, the SCAG Inclusive Economic Recovery Strategy (IERS) and the draft recommendations were presented to the Regional Council.
- 2. SCAG 2021 General Assembly:** The SCAG General Assembly was held remotely. The General Assembly was opened with a pre-recorded message from Governor Gavin Newsome. The 2021 Sustainability Award recipients were recognized for their innovative and transformational projects throughout the region. This included an award to Sunline Transit for their leadership in public transit “clean fleet” deployment and the City of Palm Desert’s “Vision San Pablo Project” which is a comprehensive multimodal street overhaul on a very walkable and accessible thoroughfare in Palm Desert near the city’s administration buildings and community college. In conclusion the new slate of executive board members was ratified along with the presentation of the annual “Year in Review” video which highlights SCAG’s accomplishments from the previous year.
- 3. SCAG 32nd Annual Demographic Workshop:** The Southern California Association of Governments (SCAG) and University of Southern California (USC) Sol Price School of Public Policy are pleased to invite to the 32nd Annual Demographic Workshop. Due to the novel coronavirus (COVID-19) pandemic, this year’s event will be split into two webinars – **Part 1 will take place on Tuesday, June 8, 2021, and Part 2 will take place on Tuesday, June 15, 2021.**



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

Over the last year, the people of California have experienced extraordinary changes in all aspects of their life, from family formation and childcare to healthcare, workforce, travel to work, and housing accommodations.

This year we contemplate life in the post-pandemic city. A demographic check-up panel covers the latest trends in migration, fertility and vaccination, as well as the new 2020 census counts due for release. Additional panels will focus on myths and realities of California’s mass exodus and declining mobility, and the new trends in workplace, travel and residential locations.

The Post-Pandemic City: Presented by the Southern California Association of Governments and the University of Southern California Sol Price School of Public Policy.

VIRTUAL WORKSHOPS

June 8 and 15, 2021 1:30 P.M. – 4:45 P.M.

4. **CALeVIP Inland Counties Incentive Program:** CALeVIP is a state program that offers incentives for the purchase and installation of electric vehicle charging infrastructure at publicly accessible sites throughout California, and there is current funding opportunity for EV charging in Imperial County under the Inland Counties Incentive Project. There is \$450,000 allocated for Level 2 charging and \$510,00 for DCFC fast charging for Imperial County. The application process will open on May 18, 2021. Please feel free to contact SCAG RAO David Salgado with any questions.
5. **Electric Vehicle Charging Station (EVCS) Permit Streamlining Training - Imperial County:** Permitting is one of the costliest barriers to deploying zero-emission infrastructure, with California cities taking twice as long to approve permits than the national average. As you likely know, Governor Newsom has set a target aiming for 100 percent of in-state sales of new passenger vehicles to be zero-emission by 2035. With this increase in electric vehicles will come a rapid increase in demand for electric vehicle charging equipment installation, something that local jurisdictions will need to grapple with. Help make sure your jurisdiction is ready by joining us for a training.

You are invited to a training to prepare your city for more Electric Vehicle (EV) charging: Up 2 Code: Electric Vehicle Charging Station Permit Streamlining. State Legislature passed AB 1236 in 2015, requiring jurisdictions to establish a streamlined permitting process for EVCS. The SCAG Clean Cities Coalition has teamed up with the Governor’s Office of Business to provide this training for accelerating compliance among jurisdictions in Imperial County.

May 12th from 9:30 – 10:30 am

Our target audience is elected officials, city managers, and staff in building departments who manage

the permitting processes. Please invite whoever you think is the best staff member from your city to attend this training.

6. SCAG Inclusive Economic Recovery Strategy (IERS): WE WANT TO HEAR FROM YOU!!

SCAG is seeking stakeholder input on the findings and proposed recommendations for the final Inclusive Economic Recovery Strategy. All stakeholders who live or work in the SCAG 6-County region (Imperial, Los Angeles, Orange, Riverside, San Bernardino, and Ventura counties) are encouraged to: **Review the draft IERS Findings and Recommendations (link below).**

(https://scag.ca.gov/sites/main/files/file-attachments/iers_findings_rec rev. 5.6.21.pdf)

- Submit suggestions for recommendation revisions, suggestions for recommendations that should be prioritized, and suggestions for new comments/findings and recommendations.

*The public comment period will be open **May 6, 2021, through 3:00 p.m. on June 4, 2021.** All comments should be sent to economicrecovery@scag.ca.gov.*

7. SCAG Regional Data Platform (RDP): The Regional Data Platform will standardize regionally significant datasets, provide opportunities for local partners to update their data in real-time, and draw insights from local trends. More specifically, it will be an online tool for SCAG and local jurisdictions to access data necessary for local general plan development and general decision making by monitoring transportation, land development trends, housing and economic growth, and sustainability conditions. The platform will also feature a data-driven collaboration hub for local jurisdictions to engage with stakeholders for individual projects, such as local and regional land use planning, active transportation planning, greenhouse gas reduction strategies and development impact assessments.

Moving beyond just technology, this platform will help government engage with data in a simpler way, allowing the interpretation of information into actionable insights and knowledge, and provide a digital venue for local agencies to engage with their residents using data as a medium.

Process wise, SCAG will enable users to improve the platform through data revision and insight sharing, empower local partners to use the platform for their own initiatives (thereby spotlighting best practices), and ultimately foster continuous experimentation at the local level by helping jurisdictions understand how their plans could impact the region's most significant challenges – transportation, jobs, housing, and sustainability.

- **Housing Element Parcel Tool (HELPR):** The HELPR tool is a readily available mapping and data tool available to SCAG member agencies and partners. The tool drills down on parcel specific data and demographics which will support the development of housing plans and general plan updates.

- **Local Information Services Team (LIST):** SCAG has created the “Local Information Services Team” in an effort to support the roll out of the Regional Data Platform (RDP) and other housing and data support needs.

8. GO-HUMAN Mini Grant Program: The SCAG Go Human Community Streets Mini-Grants Program aims to build street-level community resiliency and increase the safety of people most harmed by traffic injuries and fatalities, including without limitation Black, Indigenous and People of Color; people with disabilities; and frontline workers, particularly those walking and biking.

Applicants are encouraged to propose creative, strategic projects that center justice and respond to the program goal and communities’ current needs.

Funding priorities for the 2021 Mini-Grants Program include:

- Investment in organizations focused on or led by members of disadvantaged or historically underinvested communities in the region; public health organizations, disability justice organizations, social service organizations; parent groups; organizations that serve elders; organizations that serve rural communities.
- Projects that leverage Go Human safety resources, including co-branded safety materials or the Kit of Parts.
- Creative leadership and capacity building strategies.
- Funding for this program was provided by a grant from the California Office of Traffic Safety (OTS), through the National Highway Traffic Safety Administration.

Eligible Applicants

Community-based organizations, non-profits, and social enterprises are eligible for a Mini-Grant. Funding will be distributed to prioritize equity, particularly within communities that have been historically disinvested or in disadvantaged communities.

Grant Amount and Term

SCAG will award up to \$10,000 to selected projects (previous awards were as small as \$1000, based on applicant requests). All projects shall be implemented between June 14, 2021 and August 27, 2021. Payments will be made to Mini-Grant awardees upon successful completion and submission of deliverables, within 5 – 8 weeks. The applicant will be responsible for securing any necessary permits or permissions.

Timeline

Call for Projects Opens: Friday, April 23, 2021

Application Deadline: Wednesday, May 19, 2021

Awardees Announced: Monday, June 7, 2021

Scope Refinement: Tuesday, June 8, 2021 – Friday, June 11, 2021

Project Implementation (10 Weeks): Monday, June 14, 2021 – Friday, August 20, 2021



SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS
900 Wilshire Blvd., Ste. 1700, Los Angeles, CA 90017
T (310) 336-1800 www.scag.ca.gov

- 9. SCAG Broadband Action Plan:** At the February 4th SCAG Regional Council (RC) Meeting, the SCAG RC adopted a resolution which directs SCAG staff to develop a “Broadband Action Plan.” The development of an action plan would provide a model resolution and policy paper for local jurisdictions, pursue funding opportunities and partnerships to assist local jurisdictions with broadband implementation, convene a working group, and further support broadband planning and data research. These efforts would also be developed to compliment SCAG’s ongoing efforts to support an Inclusive Economic Recovery and efforts supporting Racial Equity and Social Justice.
- 10. SCAG Aerial Imagery Project 2020-21 Update:** The flyovers have been completed and an introductory meeting was held with the vendor, EagleView. The meeting was offered to member jurisdictions and stakeholders to introduce some of the new products provided as a part of the project, which includes high resolution imagery, ortho imagery and other products. SCAG is working with the county to finalize an MOU prior to requesting local contributions for supporting the program.

SCAG HOSTS MEETING ON REGIONAL HOUSING CRISIS

SCAG hosted the third and final housing convening, “Road to Recovery: Bold Housing Ideas for a Just Post-Pandemic Economy,” on Tuesday, April 6. This virtual convening brought together a broad group of more than 70 stakeholders to discuss how addressing the regional housing crisis is a key part of a holistic, equitable economic recovery. The event was headlined by California State Senator Susan Rubio (D-Baldwin Park), who presented a variety of housing-related bills being debated in the current legislative session. In addition, a panel of housing experts discussed the Roadmap Home 2030 policy platform developed by Housing California and California Housing Partnership. The event also featured live polling and audience participants asked questions directly to panelists. The feedback and takeaways from this convening will inform SCAG’s legislative agenda, targeted partnerships, and additional future convenings focused on post-pandemic economic recovery.

LEGISLATIVE UPDATE

On April 13, staff joined President Rex Richardson, First Vice-President Clint Lorimore, Second Vice-President Jan Harnik, and Immediate Past President Alan Wapner for a virtual meet-and-greet with U.S. Senator Alex Padilla (D-CA). Regional Council Members Carmen Ramirez, Jose Solache, and Peggy Huang also participated in this meeting, which was intended to develop a working relationship with the Senator and his office, especially since he was appointed as the newest member of the Senate Environment and Public Works Committee (which is responsible for crafting the transportation reauthorization bill) and the Senate Budget Committee. Senator Padilla is a former SCAG Regional Council member himself, having served during his time on the Los Angeles City Council. Our executive officers and Regional Council members had an excellent conversation with the Senator on infrastructure investment in the upcoming American Jobs Plan, broadband, water, and other critical infrastructure.

SOCAL GREENPRINT OUTREACH UPDATE

SCAG, in partnership with The Nature Conservancy, continues to make progress in developing the SoCal Greenprint, a strategic web-based conservation tool that will provide the best available scientific data and scenario visualizations to help landowners, developers, cities, counties, and infrastructure agencies make better land use and transportation decisions and assist in the conservation of natural lands and farmlands. The development of the SoCal Greenprint is a mitigation measure in the Connect SoCal Program Environmental Impact Report and included in SCAG Resolution No. 21-628-1 as a means to support climate change action. Among other things, the tool can be used to evaluate land-use decisions that could enhance carbon sequestration in natural and agricultural lands, potentially offsetting carbon emissions from the transportation sector.

Since presenting the SoCal Greenprint to the policy committees in February, SCAG and The Nature Conservancy have continued to engage stakeholders in multiple forums to collect feedback on data, themes, and functionality. SCAG hosted the third meeting of the project’s Advisory Committee, which included experts and stakeholders from the building industry, local governments, infrastructure and natural resource agencies, conservation organizations, community organizations, landowners, parks and open space districts, scientists, and academia. On April 29, the Emerging Technology Committee received a presentation on the SoCal Greenprint and other SCAG data tools. Committee members requested the project be brought back for discussion with the policy committees and the Regional Council. The Advisory Committee’s final meeting is set to take place in Summer 2021 before the SoCal Greenprint’s online launch.

For more information on the project, please visit the [SoCal Greenprint webpage](#) or contact India Brookover at brookover@scag.ca.gov.

REGIONAL EARLY ACTION PLANNING PROGRAM UPDATES

Under the California 2019-20 Budget Act, SCAG is eligible for \$47 million in Regional Early Action Planning (REAP) program funding to support the housing planning activities of local governments and stakeholders that accelerate housing production and meet the region's goals for producing more than 1.3 million new units of housing by 2029 as determined by the 6th Cycle Regional Housing Needs Assessment (RHNA).

On April 1, the Regional Council approved a REAP procurement program to streamline contracts and accelerate project delivery, a major stride for the REAP program. The new procurement program allows for the development of on-call services contracts, sets new parameters for requiring approval of procurement contracts from the Executive/Administration Committee and Regional Council, and requires staff to make monthly informational reports to the Regional Council of procurement activities, contracts, and amendments related to procurements made pursuant to this program. SCAG staff is actively working to select pre-qualified firms and enter contracts for on-call services.

SCAG is launching a Housing Leadership Academy to empower decision-makers to say “yes” to housing and support the formation of coalitions that in turn can address the need for growth and anti-displacement strategies, and ultimately support equitable and successful pro-housing efforts. A request for proposals will be released next month to solicit proposals from firms pre-qualified for on-call services.

Apart from the 2020-2021 Sustainable Communities Program Housing and Sustainable Development Call for Applications, which is funded through the REAP program, other programs include the Subregional Partnership Program and Call for Collaboration. These programs are well underway with subrecipients beginning their work programs. In mid-April, SCAG received approval from the Department of Housing and Community Development (HCD) to utilize the remaining REAP funds to implement other parts of the work program and will be working with HCD on executing the standard agreement in the coming months.

DEMOGRAPHIC WORKSHOP WEBINARS EXPLORE LIFE IN “THE POST-PANDEMIC CITY”

SCAG and the University of Southern California's Sol Price School of Public Policy will be hosting the [32nd Annual Demographic Workshop](#) in two parts on **Tuesday, June 8**, and **Tuesday, June 15**. This year's program is focused on planning for “the post-pandemic city.”

- **Part 1: Changing California Demographics.** A demographic check-up panel covers the latest trends in migration, fertility, and vaccination, as well as the new 2020 census counts due for release.
- **Part 2: The Post-Pandemic City.** A panel of experts will focus on myths and realities of California's mass exodus and declining mobility, and the new trends in workplace, travel, and residential locations.

The program will also include a keynote address and a series of expert-led roundtable discussions to build skills about topics discussed throughout the day. [Register here to attend.](#)

INCLUSIVE ECONOMIC RECOVERY STRATEGY NEXT STEPS

To implement SCAG Resolution No. 20-623-2—SCAG's commitment to addressing racial and social equity—and President Rex Richardson's 2020-21 Work Plan, SCAG staff developed the Inclusive Economic Recovery Strategy (IERS). Staff convened 20 focus groups from February – April 2021 to learn about ongoing efforts across the region and identify priorities and areas where SCAG can be most effective and impactful. Staff also continued to seek out best practices and data through a partnership with the University of California, Riverside Center for Social Innovation. Findings and draft recommendations were reviewed by the SCAG bench of economic advisors and the Global Land Use and Economics (GLUE) Council, as well as the stakeholders that participated in the convenings. With additional feedback, staff will finalize a more detailed report and web resource with related appendices. The final report and prioritized recommendations will be brought to the Regional Council in Summer 2021.

BROADBAND INITIATIVE UPDATE

On April 15, SCAG staff presented on SCAG's Broadband Program at the "Broadband for All" webinar series hosted by California Forward. The Broadband Program was authorized by the Regional Council in February 2021 to assist in streamlining the broadband permitting process, find opportunity areas for broadband development, and secure funding for broadband infrastructure projects. On April 20, SCAG and the San Diego Association of Governments (SANDAG) met with the Caltrans district and headquarters executives, and Director Toks Omishakin, to discuss Caltrans' potential leadership role, data and mapping efforts and funding opportunities for broadband. At the Subregional Councils of Government Executive Directors Meeting on April 21, SCAG provided an overview of its Broadband Program and informed the Subregional Councils of Government that a broadband survey for local jurisdictions and internet service providers was underway. Findings from the survey will assist SCAG in developing a Gap Assessment Report, a streamlined permit, and opportunity areas for development. Finally, SCAG and SANDAG are working with broadband stakeholders to draft a letter to the federal government, requesting approximately \$8 billion for broadband funding. If successful, the money would go directly towards developing broadband infrastructure projects that seek to bridge the digital divide. For more information about SCAG's Broadband Program, please contact Roland Ok at ok@scag.ca.gov.

SUSTAINABLE COMMUNITIES PROGRAM CALLS FOR APPLICATIONS UPDATES

As part of the Connect SoCal Implementation Strategy, SCAG is providing \$15 million in technical assistance to support local land use and transportation planning. Three of four Call for Applications have been issued as highlighted below:

HOUSING AND SUSTAINABLE DEVELOPMENT (HSD)

The project list was approved on April 8 at the Regional Council meeting. SCAG is providing technical assistance to 26 local agencies on projects focused on supporting housing production and implementing strategies outlined in Connect SoCal. Staff anticipates beginning procurement this summer.

SMART CITIES & MOBILITY INNOVATIONS (SCMI)

The Call for Applications closed Friday, April 23. Staff received 21 applications across four project types. Teams, including SCAG staff, stakeholders from county transportation commissions, county public health agencies, and local community-based organizations are currently evaluating applications. Staff anticipates seeking approval of the project list at the July Regional Council meeting.

ACTIVE TRANSPORTATION & SAFETY (ATS)

Staff is seeking approval at the May Regional Council meeting for the recommended project list. After approval, staff will submit the project list to the California Transportation Commission at their June meeting for approval. Staff anticipates seeking allocation for California Active Transportation Program funded projects after California Transportation Commission approval in June.

The final Call for Applications will be announced in the coming months. For more information on the Calls for Applications, please visit the [Sustainable Communities Program webpage](#).

GO HUMAN UPDATE

GO HUMAN MINI-GRANT FUNDING NOW AVAILABLE FOR TRAFFIC SAFETY PROJECTS IN SOUTHERN CALIFORNIA

In April, *Go Human* launched its [Community Streets Mini-Grants Program](#) and released its Call for Applications. The Mini-Grants Program funds creative, community-driven traffic safety projects that meet the needs of people most harmed by traffic injuries and fatalities. SCAG will award up to \$10,000 to selected projects. Community-based organizations, non-profits, and social enterprises from across the SCAG region are eligible to apply. Applications are due by May 19 at 11:59 p.m. All projects will be implemented between June 14, 2021, and Aug. 20, 2021.

GO HUMAN'S COMMUNITY SAFETY AMBASSADOR PROGRAM NOW RECRUITING

In April, *Go Human*, alongside [California Walks](#), launched recruitment for the [Community Safety Ambassador Training Program](#) for Imperial, San Bernardino, and Ventura Counties. The Ambassador Program is a community engagement and leadership development

opportunity working with 20 community members per county to complete a training program to build capacity and improve walking and biking safety. The Ambassador Program is a paid, pilot training opportunity that consists of educational and engagement strategies to improve safety through virtual interactive workshops and community activations. Recruitment will continue through May. For more information, please contact Dorothy Le Suchkova at suchkova@scag.ca.gov.

SCAG PARTNERS WITH WRCOG AND ALTCAR EXPO TO PROMOTE ALTERNATIVE FUEL VEHICLES

SCAG partnered with the Western Riverside Council of Governments (WRCOG) to host a virtual [Drive Electric Earth Day](#) event as part of the [SoCal AltCar Expo](#) on April 21. The event brought together fleet managers, sustainability directors, business owners, legislators, industry professionals, and the general public for two panels covering state agency updates and current best practices. SCAG moderated the first panel discussion on agency updates with staff from the Governor's Office of Business and Economic Development (GO-Biz) and California Energy Commission. The event also included video field trips and vehicle demonstrations, a networking session that included information SCAG's Accelerated Electrification programs, and an electric bike raffle courtesy of Southern California Edison, Plug in America, and SCAG.

LOCAL INFORMATION SERVICES

As part of the development of the [Regional Data Platform](#), SCAG has established a technical assistance team to support city and county staff in accessing data and visualization tools for local planning. Since February 2021, the Local Information Services Team (LIST) has provided General Plan technical assistance to more than 50 local jurisdictions and stakeholders in the SCAG region. Currently, the team is focusing on assisting local jurisdictions with the [Housing Element updates](#) by providing technical assistance services about the data and tools related to the SCAG Local Housing Data Reports and Housing Element Parcel (HELPR) Tool. To learn more or request technical assistance, please contact list@scag.ca.gov or Tom Vo at vo@scag.ca.gov.

California Department of Transportation



To: ICTC Commission

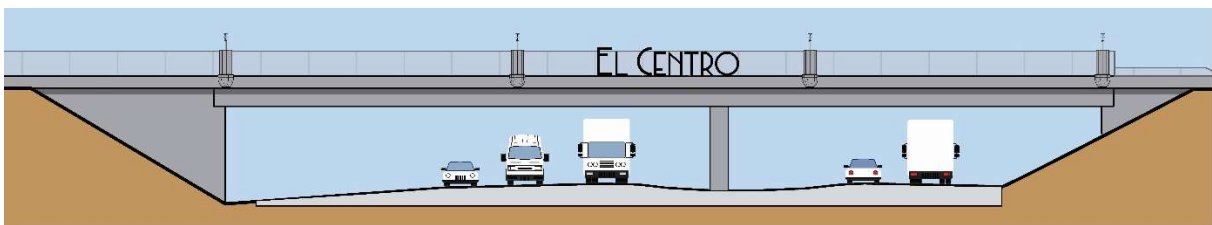
Date: May 2021

From: GUSTAVO DALLARDA
Caltrans District 11 Director

Subject: **DISTRICT DIRECTOR'S REPORT**

CONSTRUCTION

1. **I-8/Imperial Avenue Interchange:** The project includes installing two ramps that will provide direct access to southbound Imperial Avenue which will provide connectivity to southern El Centro. Work will take place weekdays over regular and extended day shifts for the next two months. Eastbound I-8/Imperial Avenue ramps will continue to be closed and are expected to be reopened summer 2021. The El Centro City Council has approved the installation of a community identifier for this structure. Caltrans District 11 and Headquarters units are moving forward based on this approval. A rendering is shown below. The project is expected to open to traffic in late 2021 or early 2022, with plant establishment and close out work continuing through 2023.



Project Website: <https://dot.ca.gov/caltrans-near-me/district-11/current-projects/i8-imp-interchange>

2. **SR-98 Widening Project:** 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. 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. Caltrans has completed the design and right of way phase for SR-98 widening between Rockwood Avenue and Ollie Avenue. The total project cost is estimated at \$8.2 million. *The project contract was approved on December 24, 2020 and has been*

delayed due to active bird nests. Construction may be able to start mid to late summer 2021 pending a follow up biological survey.

3. **SR-111 Niland Geyser/Mud Pot:** The SR-111 Niland Geyser/Mud Pot is active. The caldera continues to be approximately 20 feet away from SR-111. Water from the Mud Pot continues free-flowing through the subsurface drainage installed in 2019. The original temporary detour road was opened to traffic in August of 2020. Due to the Mud Pot's unpredictable change in direction, a revised detour was required. The revised detour was completed on April 30, 2021. The detour will remain in place as the mud pot moves beyond the original freeway.

PROJECT DELIVERY

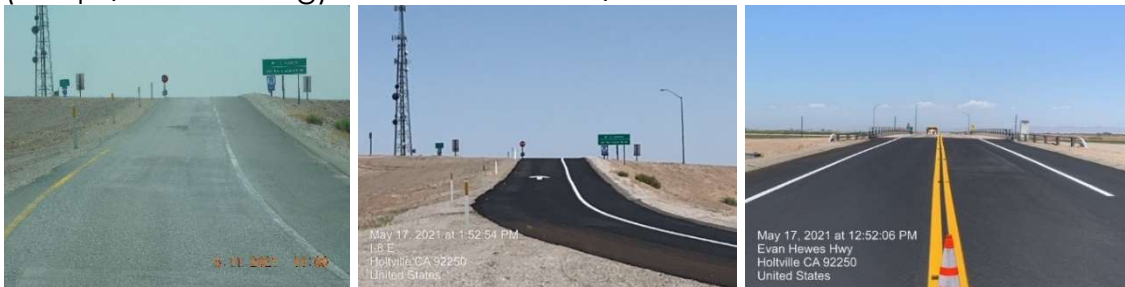
1. **SR-186 All-American Canal Bridge:** This project proposes to construct a new bridge over the All-American Canal (AAC). The new bridge will improve safety and better facilitate international and interregional movement of people, goods and services. A 2019 feasibility study proposed 8 alternatives including a no-build option. The following stakeholders have been identified, Fort Yuma Quechan Indian Tribe, US BIA, US BOR, IID, International Boundary and Water Commission, County of Imperial, Union Pacific Railroad and US GSA. *Project Milestones: Project Approval/Environmental Clearance 9/2023. The Anticipated funding fiscal year for construction is 2025/26.*

MAINTENANCE AND TRAFFIC OPERATIONS

1. Centro Travelway Crew - Mowing/brush control at various locations



2. Midway Travelway Crew – Completed microsurfacing at various locations (ramps/overcrossing) on I-8 and SR-115/Vanderlinden Rd.



3. El Centro Functional/Landscape – sign/landscape maintenance, addressed service request to refresh pavement markings throughout Imperial County.



4. Brawley Travelway Crew – Pavement profiling to improve ride quality north of Niland on SR-111. Microsurfacing to follow to inhibit pavement from raveling.



5. Brawley Travelway Crew – Microsurfacing on SR-86 in Brawley between Wildcat Drive and I Street.



6. **SR-86/Customs & Border Protection Checkpoint Expansion:** ICTC received confirmation from Customs & Border Protection (CBP) HQ that they will move forward with the original canopy design similar to the I-8 Pine Valley checkpoint. Caltrans has received the 65% plans for circulation from ICTC and their consultant, AECOM. The environmental studies are being prepared by AECOM and will soon be sent for review. Caltrans will assist ICTC in coordinating upcoming meetings.

An environmental document as well all other appropriate studies will be needed to finalize the project. A series of permits will be required for existing traffic control at the checkpoint, for the inspection operations and equipment within the facility, and for a temporary checkpoint while the

project is in construction. A new Freeway Maintenance Agreement will be required for the portion of the existing canopy that is within Caltrans ROW.

PLANNING AND LOCAL ASSISTANCE

- District 11 Active Transportation Plan:** Caltrans District 11 is kicking off outreach efforts for the Caltrans Active Transportation Plan (CAT Plan). This plan will include an existing conditions analysis and a prioritized list of identified bicycle and pedestrian needs on and around the State Highway System. A survey to help gather information has been developed and District 11 will be contacting schools, cities and community organizations to help spread the word of the survey. In addition, another outreach effort involves placing decals with scannable QR codes within Caltrans right of way. Scanning the code with a smart phone will take the user to the on-line survey. Approximately 500 12" diameter decals will be placed on sidewalks throughout San Diego and Imperial County. The decals will be in place for 2-3 months. The District 11 CAT Plan is scheduled for completion in 2022. For more information please visit: <https://www.catplan.org/district-11>
- Border Master Plan (BMP):** The BMP is a comprehensive, binational approach to coordinate the planning and delivery of international land Ports of Entry (POEs) and their transportation infrastructure projects. *The draft 2021 California-Baja California BMP report was presented to the BMP Policy Advisory Committee and approved on February 11, 2021.*
- Project Study Report: Forrester Road Improvements** As drivers on SR-86 between I-8 and the City of Westmorland are experiencing greater delays, a growing number of vehicles are using the segment of Forrester Road between I-8 and Westmorland as an alternate route. Increase in traffic has led to longer travel times and limited passing opportunities. The project proposes short, mid and long-term improvements to the segment of Forrester Road from I-8 to Westmorland. The project includes a temporary Westmorland Bypass, intersection improvements, passing lanes, shoulder widening, a long-term Westmorland Bypass, and an ultimate four-lane facility. Conceptual drawings and planning level cost estimates are currently being developed. This PSR is a partnership between Caltrans and ICTC with a Technical Working Group providing input, which includes stakeholders from the County of Imperial, the cities of El Centro, Westmorland, Imperial, and Brawley and representatives from the Imperial Irrigation District (IID). This PSR process began in 2016, with TWG meetings beginning in 2018 and being held as needed. The last meeting was held on December 16, 2020. Caltrans will continue to develop alternatives for intersection improvements and a four-lane roadway.



4. Local Assistance:

Due June 1, 2021 – Annual Exhibits 9-B & 9-C Forms

Reminder to submit a completed “Local Agency Disadvantaged Business Enterprise (DBE) Annual Submittal Form” (Exhibit 9-B) and a “Local Agency Americans with Disabilities Act (ADA) Annual Certification Form” (Exhibit 9-C) *before June 1, 2021* for Federal Fiscal Year 21/22 (October 1, 2021 to September 30, 2022) *Failure to submit the completed forms may delay processing of Requests for Fund Authorization (E-76).*

Link to the *Local Assistance Procedures Manual*:

<https://dot.ca.gov/programs/local-assistance/guidelines-and-procedures/local-assistance-procedures-manual-lapm>

Link to the *Local Assistance Procedures Manual* forms:

<https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms>

Due May 27, 2021 – FHWA Federal Lands Access Program (FLAP) Applications

FLAP funds projects providing access to, are adjacent to, or are located within Federal Lands on facilities maintained or owned by a state, county, local or tribal government. Projects near high-use Federal recreation sites or Federal economic generators receive priority. **Deadline: May 27, 2021**

<https://highways.dot.gov/federal-lands/programs-access/ca>

California Transportation Commission (CTC) Allocation Requests

Please review the attached schedule of deadlines to send requests for California Transportation Commission (CTC) allocation at the *August 18-19 CTC meeting*. Caltrans District 11 must receive all documents at least two months prior to the preferred CTC meeting date. *June 18, 2021 is the deadline for the August 18-19, 2021 CTC meeting.*

Quality Assurance Program (QAP) – Renewals for 2021 and 2022

As a reminder, Quality Assurance Program (QAP) approval expires in September 2021 for the County of Imperial and in January 2022 for the City of Imperial. Updated QAP packages must be submitted to the Local Area Engineer. Otherwise, no Construction funding authorization requests will be processed.

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

www.localassistanceblog.com/2020/10/29/frequently-asked-questions-faq-new-resource-for-appendix-e-of-the-title-vi-assurances

**2021 PREPARATION SCHEDULE
CALIFORNIA TRANSPORTATION COMMISSION (CTC) MEETINGS
AGENDA ITEM(S) DUE DATES**

Prepared by:

OFFICE OF CTC LIAISON

DIVISION OF FINANCIAL PROGRAMMING

CALIFORNIA DEPARTMENT OF TRANSPORTATION

As of:

August 2020

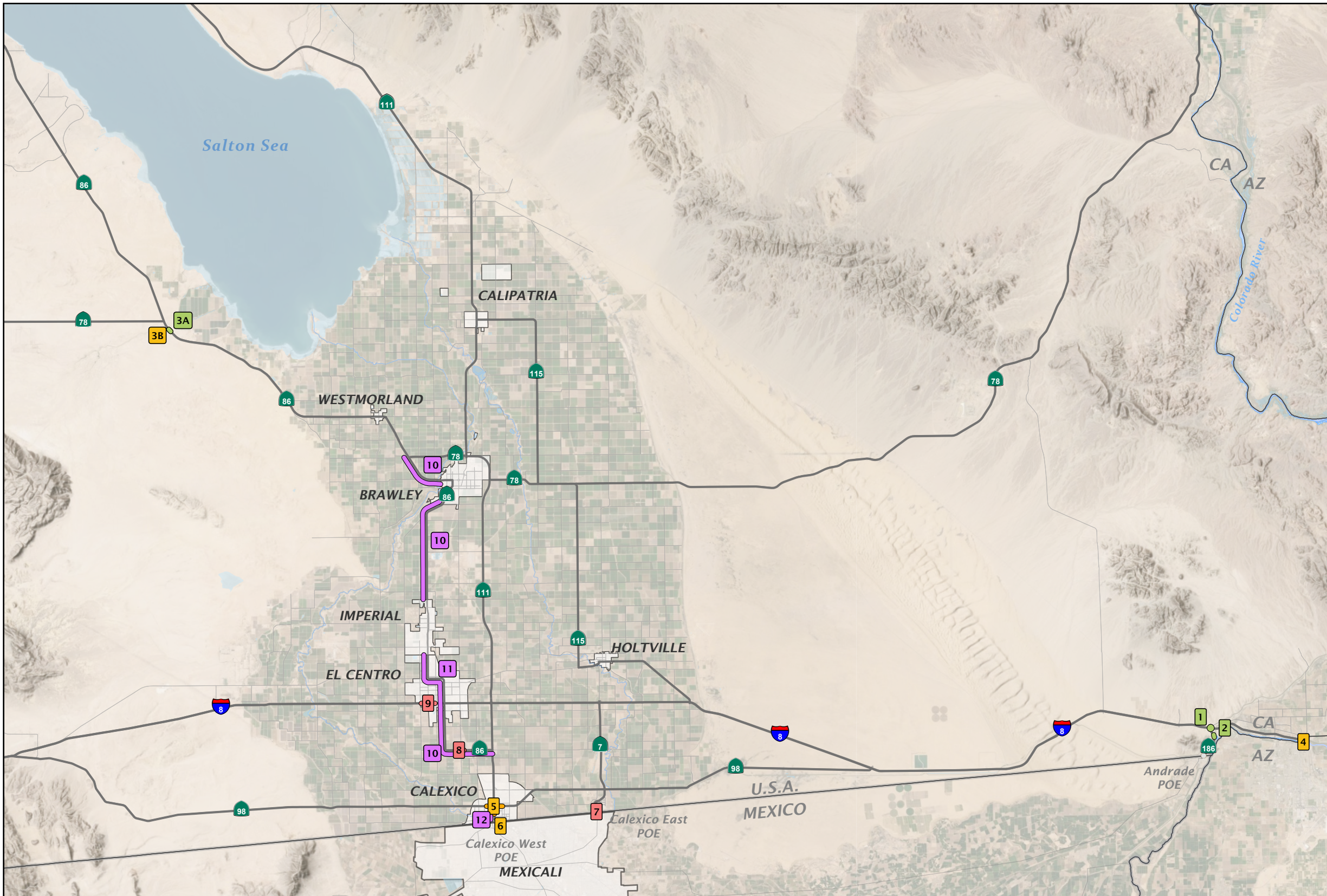
<p align="center">2021 California Transportation Commission (CTC) Meeting Schedule</p>	<p align="center">Local Agency Submits Off System Funds Requests, Program Amendments, and Time Extensions to Caltrans Districts</p>	<p align="center">District Submits Off System and On System Requests to HQ Divisions</p>	<p align="center">HQ Divisions Submit Final Off System and On System Requests to Budgets</p>	<p align="center">Final Agenda Language Due From HQ Divisions to Office of CTC Liaison</p>	<p align="center">Final Book Items Due from HQ Divisions to Office of CTC Liaison</p>
<p align="center">Date and Location:</p>	<p align="center">10:00 AM District and CTC</p>	<p align="center">10:00 AM HQ Divisions</p>	<p align="center">5:00 PM Email to Budgets</p>	<p align="center">10:00 AM Email to CTC Liaison OCTCL Email: CTCLiaison@dot.ca.gov</p>	<p align="center">10:00 AM Email to CTC Liaison OCTCL Email: CTCLiaison@dot.ca.gov</p>
Jan 27-28 - Stockton	Mon, Nov 30, 20	Mon, Dec 7, 20	Mon, Dec 14, '20	Fri, Dec 18, '20	Mon, Dec 21, '20
Mar 24-25 - San Diego	Mon, Jan 25, 21	Mon, Feb 1, 21	Mon, Feb 8, '21	Wed, Feb 17, '21	Thu, Feb 18, '21
May 12-13 - San Francisco	Mon, Mar 15, 21	Mon, Mar 22, 21	Mon, Mar 29, '21	Wed, Apr 7, '21	Thu, Apr 8, '21
June 23-24 - Sacramento	Mon, Apr 26, 21	Mon, May 3, 21	Mon, May 10, '21	Wed, May 19, '21	Thu, May 20, '21
Aug 18-19 - Los Angeles	Mon, Jun 21, 21	Mon, Jun 28, 21	Tue, Jul 6, '21	Wed, Jul 14, '21	Thu, Jul 15, '21
Oct 13-14 - Baskerfield	Mon, Aug 16, 21	Mon, Aug 23, 21	Mon, Aug 30, '21	Wed, Sep 8, '21	Thu, Sep 9, '21
Dec 8-9 - Riverside	Mon, Oct 11, 21	Mon, Oct 18, 21	Mon, Oct 25, '21	Wed, Nov 3, '21	Thu, Nov 4, '21

Moved - July 4 (Observed)

Moved -Christmas

Moved -Christmas

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



ENVIRONMENTAL

1. SR-186/I-8 Quechan Interchange Improvements*
Complete June 2022
2. SR-186 All-American Canal Bridge
Complete Mar 2023
- 3A. SR-86 USBP Checkpoint Canopy*
Complete Sep 2021

DESIGN

- 3B. SR-86 USBP Checkpoint Canopy*
Complete Nov 2021
4. I-8 Colorado River Viaduct
Complete April 2021
5. SR-98 Widening Phase 1C Ollie Ave to Rockwood Ave
Complete Feb 2020; Begin Construction Spring 2021
6. SR-111 Pavement Rehabilitation, Border to SR-98
Complete Nov 2020

CONSTRUCTION

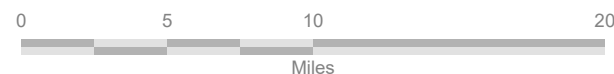
7. Calexico East POE Bridge Widening
Design/Build Begin Mar 2021; Complete June 2023
8. SR-86/Dogwood Road Intersection Improvements County Permit*
Complete Oct 2022
9. I-8/Imperial Ave Interchange Improvements
Open to Traffic May 2022; Complete May 2023

RELINQUISHMENT

10. SR-86 Relinquishment to County of Imperial
Date Estimate 2026
11. SR-86 Relinquishment to City of El Centro
Date Estimate 2026
12. SR-111 Relinquishment from 2nd St to SR-98 to City of Calexico
Date Estimate 2022

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

- █ Environmental
- █ Design
- █ Construction
- █ Relinquishment



:Project funded by Senate Bill 1

Abbreviations:

GSA: General Services Administration

86: Port of Entry

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

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

Date: 05/19/2021



VI. ACTION CALENDAR

- A. Approving Participation in the Clean Mobility Options (CMO) Voucher Pilot Program for Callexico Mobility On Demand Service
 - 1. Authorize the Chairperson to sign the resolution authorizing the Executive Director to sign the CMO program documentation and to ensure compliance with the CMO Program requirements;
 - 2. Direct staff to submit the application to Caltrans.



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

May 18, 2021

Cheryl Viegas-Walker, Chair
Imperial County Transportation Commission
1503 N. Imperial Ave Suite 104
El Centro, CA 92243

SUBJECT: Approving Participation in the Clean Mobility Options (CMO) Voucher Pilot Program for Calexico Mobility On Demand Service

Dear Commission Members:

The Clean Mobility Options Voucher Pilot Program (CMO) provided an opportunity for ICTC to pursue grant funding to establish a zero-emission shared mobility option in Imperial County. The CMO program requires the applicant to provide the proposed services for a period of four years. The CMO program will fund the first two years of service while ICTC will fund the remaining two years of service. ICTC pursued the grant opportunity to demonstrate the potential for micro transit or “on demand” type of public transportation services within the City of Calexico utilizing three (3) zero emission vehicles.

ICTC partnered with Via Transportation, Inc. (Via) to develop the grant application and to implement and operate the proposed service. Via is a leading developer of software for on demand and dynamic transit systems. Under the proposed partnership, Via will provide turnkey operations, infrastructure, software applications, customer service and maintenance, while ICTC will provide administration, oversight, and assistance with marketing efforts.

ICTC will be actively involved in the project operations and will monitor its performance throughout the life of the project. ICTC is currently developing the agreement between ICTC and Via to provide the required services associated with the CMO funded Calexico Mobility On Demand Service. The attached action and resolution will allow ICTC to participate and ensure compliance with the requirements of the CMO program.

The ICTC Management Committee met on May 12, 2021 and forwards this item to the Commission for their review and approval, after public comment if any.

1. Authorize the Chairperson to sign the resolution authorizing the Executive Director to sign the CMO program documentation and to ensure compliance with the CMO Program requirements; and,
2. Direct staff to submit the application to Caltrans.

Sincerely,

A handwritten signature in blue ink that reads 'Mark Baza'.

MARK BAZA
Executive Director

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

**RESOLUTION OF THE AUTHORIZING BOARD OF THE IMPERIAL COUNTY TRANSPORTATION
COMMISSION APPROVING PARTICIPATION IN THE CLEAN MOBILITY OPTIONS VOUCHER PILOT
PROGRAM**

WHEREAS, the Imperial County Transportation Commission, is a public transportation agency and as Lead Applicant, submitted a Mobility Project Voucher Application on October 20, 2020, for the Clean Mobility Options Voucher Pilot Program (CMO). The application submitted was for the Calexico Mobility On-Demand, in Calexico, California;

WHEREAS, the Authorizing Board of the Imperial County Transportation Commission is eligible to receive funding through CMO, a statewide initiative funded by California Climate Investments and administered by California Air Resource Board’s Program Administrator team to provide funding for zero-emission shared mobility options to under-resourced communities in California;

WHEREAS, the Imperial County Transportation Commission will comply with the requirements of the CMO program; will accept the CMO voucher funds; and will allocate the amount of \$998,875.00 including any Community Resource Contributions, committed to the project in the CMO application and as amended by the Program Administrator and awardee;

NOW, THEREFORE, BE IT RESOLVED by the Authorizing Board of the Imperial County Transportation Commission, authorize the Executive Director, or designee, to execute the approval of CMO voucher funds, reiterate CMO program commitment, and compliance with CMO program requirements to the CMO Program Administrator Team.

APPROVED AND PASSED this 26th of May, 2021.

Chairperson

ATTEST:

Secretary of the Commission

VII. ACTION CALENDAR

- B. Imperial County Service Authority for Freeway Emergencies (SAFE) for the Preventive and Corrective Maintenance of Call Boxes on Interstate 8 and State Route 86 in Imperial County: Award Recommendation: CASE Emergency Systems, Inc.
1. Approve the award of the Agreement for the Preventive and Corrective Maintenance of Call Boxes on Interstate 8 and State Route 86 in Imperial County to CASE Emergency Systems, Inc. in the amount of \$504,773.60 for a five-year period.
 2. Authorize the Chairperson to sign the agreement.



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

May 18, 2021

Cheryl Viegas-Walker, Chair
Imperial County Transportation Commission
1503 N. Imperial Avenue, Suite 104
El Centro, CA 92243

SUBJECT: Contract-Imperial County Service Authority for Freeway Emergencies (SAFE) for the Preventive and Corrective Maintenance of Call Boxes on Interstate 8 and State Route 86 in Imperial County: Award Recommendation: CASE Emergency Systems, Inc.

Dear Commission Members:

On July 1, 2020 the Imperial County Transportation Commission (ICTC) took responsibility as the administrator of the Service Authority for Freeway Emergencies (SAFE) Program. The SAFE Program for the Imperial County is responsible for the installation, operations and administration of approximately 166 call boxes located along State Route 86 (SR-86) and Interstate 8 (I-8).

SAFE's were established by the State of California to encourage the placement of call boxes along the California Freeway systems for motorist in need of aid to obtain assistance. The California Department of Motor Vehicles collects the annual \$1 vehicle registration fee from vehicles registered in the Imperial County. The fees collected are sent to the SAFE Program for management of the call box system.

SAFE has retained a maintenance contractor since the inception of the call box program to provide repair services and perform preventative measures to ensure the proper functionality of the call box system. The current vendor for these services is CASE Emergency Systems, Inc. (CASE). The existing contract between SAFE and CASE expires on May 31, 2021.

On March 15, 2021 SAFE released an RFP for Preventive and Corrective Maintenance of Call Boxes on Interstate 8 and State Route 86 in Imperial County. A total of one (1) consultant submitted a proposal which was CASE Emergency Systems, Inc. ICTC staff forwarded the RFP document to various consultants and even contacted various consultants to encourage possibly obtaining additional response. ICTC still conducted a review of the consultant's proposal and deemed it responsive. Among the items reviewed to determine responsiveness, ICTC staff reviewed technical experience, proposed methodology, project team and staff qualifications.

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

The proposed average annual rate of \$45.66 per call box per month is consistent with the current pricing for similar agencies. The per call box rate would increase on an annual basis. The table below provides a breakdown the annual maintenance cost plus a contingency for required repairs.

	Year 1	Year 2	Year 3	Year 4	Year 5
Rate per Box per Month	\$43.00	\$44.29	\$45.62	\$46.99	\$48.40
Number of Call Boxes	166	166	166	166	166
Total Monthly Fee for Maintenance of Call Boxes	\$7,138.00	\$7,352.14	\$7,572.92	\$7,800.34	\$8,034.40
Total Annual Maintenance Fee for all Call Boxes	\$85,656.00	\$88,225.68	\$90,875.04	\$93,604.08	\$96,412.80
Total Contingency Allowance for Repairs	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
Total Proposed Annual Value	\$95,656.00	\$98,225.68	\$100,875.04	\$103,604.08	\$106,412.80

The proposed contingency allowance for repairs is an estimated Not-To-Exceed value. Should the contingency funds not be required, SAFE will not expend the funds. Any proposed repairs will be need to approved by SAFE prior to commencement. SAFE currently generates enough revenue to cover the annual expenses associated with maintenance and repairs.

The ICTC Management Committee met on May 12, 2021 and forwards this item to the Commission for their review and approval, after public comment if any.

1. Approve the award of the Agreement for the Preventive and Corrective Maintenance of Call Boxes on Interstate 8 and State Route 86 in Imperial County to *CASE Emergency Systems, Inc.* in the amount of \$504,773.60 for a five-year period.
2. Authorize the Chairperson to sign the agreement.

Sincerely,



MARK BAZA
Executive Director

MB/mf

Attachments