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**TRANSPORTATION COMMISSION
AGENDA**

**WEDNESDAY, DECEMBER 13, 2017
6:00 PM**

**County of Imperial Administration Center
Board of Supervisors Chambers
940 W. Main Street, Second Floor
El Centro, CA 92243**

CHAIR: MARIA NAVA-FROELICH

VICE CHAIR: LUIS PLANCARTE

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.

I. CALL TO ORDER AND ROLL CALL

II. EMERGENCY ITEMS

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

III. PUBLIC COMMENTS

Any member of the public may address the Commission for a period not to exceed three minutes on any item of interest not on the agenda within the jurisdiction of the Commission. The Commission 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.

IV. CONSENT CALENDAR

(Executive Director recommends approval of consent calendar items)

- A. Approval of Commission Draft Minutes: October 25, 2017 Pages 5-16
Approval of Commission Draft Minutes: November 29, 2017
- B. Receive and File:
1. ICTC TAC Draft Minutes: October 26, 2017
- C. FY 2017-18 Appointment of the Social Services Transportation Advisory Council (SSTAC) Page 18

ICTC Management Committee will meet on December 13th and it is anticipated that they will forward this item to the Commission for review and approval after public comment, if any:

1. Appoint the Social Services Transportation Advisory Council (SSTAC) for FY 2017-18 for the positions and terms per the enclosure.

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

- D. California Transit Security Grant Program FY 2016-17 Page 22

ICTC Management Committee will meet on December 13th and it is anticipated that they will forward this item to the Commission for review and approval after public comment, if any:

1. Approve the attached resolution authorizing the Executive Director or his designee to take any actions necessary on behalf of the ICTC for the purposes of obtaining FY 2016-17 financial assistance, provided by the Governor's Office of Homeland Security under the California Transit Security Grant Program.

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

- A. ICTC Executive Director
 - See attached Executive Director Report on page 26
- B. Southern California Association of Governments
 - See attached report
- C. California Department of Transportation – District 11 on page 34
 - See attached report
- D. Commission Member Reports (if any)

VI. CLOSED SESSION

- A. Motion to Adjourn to Closed Session
- B. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Government Code § 54956.8)
 - i. Property: 1503 N. Imperial Ave., Suite 104, El Centro, CA
 Assessor's Parcel Number: 044-261-019
 Use: Office Space
 Agency negotiator: Mark Baza
 Negotiating parties: PICO Group, LLC
 Instructions to negotiator will concern price, terms of payment
- C. Announcement of Closed Session Action(s)

VII. INFORMATION CALENDAR

- A. Brief Update for Future Bonding Opportunities

VIII. ACTION CALENDAR

- A. Lease and Sublease Agreements

ICTC staff forwards this item to the Commission for review and approval after public comment, if any:

1. Approve the lease and sublease with PICO Group, LLC and Southern California Association of Governments for the property located at 1503 N. Imperial Ave, El Centro, CA for an amended term of three (3) years plus two (2) one (1) year extension option periods and authorize the Executive Director to execute the agreements.

- B. Unmet Transit Needs Public Hearing for Fiscal Year 2018-19 Page 47

ICTC Management Committee will meet on December 13th and it is anticipated that they will forward this item to the Commission for review and approval after public comment, if any:

1. Appoint the Unmet Transit Needs Hearing Panel: two members from the County, three City representatives with two City alternates.
2. Select a Public Hearing date of February 1 or February 22, 2018 and the set the time of the hearing.
3. Direct staff to conduct the administrative arrangements.
4. Adopt the definition of “Unmet Transit Needs” and “Reasonable to Meet” as published and utilized by the Executive Committee of the Southern California Association of Governments (SCAG) in 1981 and the Imperial Valley Association of Governments (IVAG) in 1992.
5. Authorize the Executive Director or his designee to sign the allocation disbursement instructions.
6. Authorize ICTC staff to process the TDA claims in accordance with regulations.

C. Goals and Objectives for the FY 2017-18 Short Range Transit Plan (SRTP) Page 52

ICTC Management Committee will meet on December 13th and it is anticipated that they will forward this item to the Commission for review and approval after public comment, if any:

1. Reaffirm the Goals from the 2011 Short Range Transit Plan, as the guiding principles for the development of the 2017 Short Range Transit Plan.

D. Short Range Transit Plan (SRTP) for the Imperial County Transportation Commission – FY 2017-18 Page 57

ICTC Management Committee will meet on December 13th and it is anticipated that they will forward this item to the Commission for review and approval after public comment, if any:

1. Approve the award of the Consultant Agreement for the FY 2017-18 Short Range Transit Plan for the Imperial County Transportation Commission, to AECOM for the fee of \$147,985.

IX. ADJOURNMENT

- A. Motion to adjourn

IV. CONSENT CALENDAR

A. APPROVAL OF COMMISSION DRAFT MINUTES:

OCTOBER 25, 2017

NOVEMBER 29, 2017

B. RECEIVE AND FILE:

1. ICTC TAC MINUTES:

OCTOBER 26, 2017

IMPERIAL COUNTY TRANSPORTATION COMMISSION

DRAFT MINUTES FOR October 25, 2017

6:00 p.m.

VOTING MEMBERS PRESENT:

City of Calipatria	Maria Nava-Froelich (Chair)
City of Calexico	Lewis Pacheco (alt.)
City of El Centro	Cheryl Viegas-Walker
City of Holtville	Mike Goodsell (alt.)
City of Westmorland	Larry Ritchie
County of Imperial	Ryan Kelley
City of Imperial	Robert Amparano
County of Imperial	Ryan Kelley

NON-VOTING MEMBERS PRESENT: Caltrans District 11 Cory Binns

STAFF PRESENT: Mark Baza, Kathi Williams, David Aguirre, Virginia Mendoza, Vicky Hernandez, Cristi Lerma, Guillermo Gonzalez

OTHERS PRESENT: David Salgado: SCAG; Eric Havens: ICTC Counsel; Eric Estell: First Transit; John Gay: County of Imperial; Marcelo Peinado, Jesus Vargas: Caltrans; Robert Menvielle: County Assessor’s Office; Christian Froelich: Public

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 October 25, 2017 together with staff reports and related documents attached thereto and incorporated therein by reference.

I. CALL TO ORDER AND ROLL CALL

Chair Nava-Froelich called the Commission meeting to order at 6:03 p.m. Roll call was taken and a quorum was present.

II. EMERGENCY ITEMS

There were none.

III. PUBLIC COMMENTS

There were none.

IV. CONSENT CALENDAR

- A. Approval of Commission Draft Minutes: September 27, 2017
October 17, 2017
- B. Received and Filed:
 - 1. ICTC Management Committee Draft Minutes: October 11, 2017
September 28, 2017

A motion was made by Viegas-Walker and seconded by Ritchie to approve consent items A and B, **Motion carried with 1 abstention by Holtville.**

V. REPORTS

- A. ICTC Executive Director
 - Mr. Baza and ICTC staff provided ICTC updates.
 - Executive Director Reports can be found on Page 24 of the agenda.

- B. Southern California Association of Governments (SCAG)
 - Mr. Salgado provided SCAG updates.
 - A SCAG report can be found on page 39 of the agenda.
- C. California Department of Transportation (Caltrans)
 - Mr. Binns provided Caltrans updates.
 - A Caltrans report can be found on page 46 of the agenda.
- D. Commission Member Reports
 - There were various reports by Commission members of countywide issues and events happening in each of their respective cities/county.

VI. INFORMATION / DISCUSSION CALENDAR

A. Transit 101 2017 (Mobility Coordination)

Mr. Gonzalez stated that ICTC held its third annual Transit 101 session on October 4, 2017 at the ICTC office. The session is conducted in October during the regular Social Services Transportation Advisory Council (SSTAC) meeting.

Staff from Imperial Valley Transit (IVT); IVT Access, the Americans with Disabilities Act paratransit services; IVT RIDE, paratransit for seniors and persons with disabilities; and IVT MedTrans, the non-emergency transportation to medical facilities in San Diego, presented information on their specific services. In addition, the IVT branded service vehicles were on display in the parking lot.

Each year, a few new agencies attend gaining information that potentially enables them to better serve their client's needs including but not limited to; the County Health Department, the County Behavioral Health Department, Pioneer's Memorial Hospital, Access for Independence and the Work Training Center.

B. 2nd Project Update - Federal Transit Administration (FTA) Section 5310 Grant Program for Elderly and Disabled Transportation Services FY 2014-15 (Mobility Coordination)

In February 2015, the Commission approved ICTC's submittal of a FY 2014-15 FTA 5310 Grant application. The federal grant program had been revised to include funding for certain transit operational expenses and mobility management program functions.

It was staff's recommendation to fund a Mobility Management/Coordination position with a new ICTC employee. The position was to be of a professional classification and require a standard recruitment process. The recruitment process was completed and the staff person has been engaged in Mobility Coordination since February 2016.

The Mobility Coordinator is responsible for assisting existing ICTC transit and contractor staff in addressing two primary areas:

1. The 2014 Human Services – Public Transit Coordinated Planning efforts goals; to use a bilingual Mobility Coordinator to bridge the gap between current public transit service providers, human service agencies, social service agencies and the senior citizen and disabled communities of Imperial County.
2. Address the recommendations in the consultant prepared ADA Certification and Eligibility Process, Demand Management Project; to revise the certification and eligibility process (implemented January 2017)

As of October 2017, several additional presentations have been made to social service agencies, service clubs and agencies such as County Behavioral Health. In addition, continued public outreach was provided for the IVT RIDE within Imperial Valley and IVT MedTrans services in San Diego.

Mr. Gonzalez attached a list of the several individualized coordination and training sessions provided by the Mobility Coordinator directly, or with contractor's transit staff. He stated that the Mobility Coordinator has provided a needed and appreciated point of contact. This activity has included some personalized case management for the community and in particular for seniors and persons with disabilities. Mr. Gonzalez provided an overview of several key accomplishments to date.

VII. ACTION CALENDAR

A. 2018 State Transportation Improvement Program (STIP) Recommendations for Imperial County

Ms. Mendoza presented this item to the Commission.

The 2018 Fund Estimate also provides \$716,000 for Planning, Programming and Monitoring (PPM). This amount is limited to 5% of available RIP funding and is deducted from the RIP funding share. PPM funds are restricted to programming years 2020/21, 2021/22 and 2022/23. Because ICTC has already programmed the maximum 5% allowed for PPM through FY2018/19, PPM funds are not available for programming in FY2019/20.

ICTC staff met with Caltrans District 11 staff and ICTC's STIP consultant, COH and Associates, Inc., on August 25, 2017 to discuss options and draft recommendations for the 2016 STIP. The meeting between Caltrans and ICTC is required pursuant to the STIP Guidelines. Caltrans staff stated that the cost estimate to complete the I-8/Imperial Avenue Interchange reconstruction project has increased from \$39,098,000 to \$44,240,000. The reasons for the increase are:

STIP guidelines require that ICTC submit the 2018 STIP Recommendations by December 15, 2017. It is anticipated that the CTC will adopt the 2018 STIP by March 2018.

The recommended 2018 STIP for Imperial County is summarized in the attachment to this letter. ICTC Management Committee met on October 11, 2017 and forwarded the following recommendation(s) to the Commission, after the review of public comment, if any:

1. Approved the 2018 STIP Recommendations for Imperial County, requesting funding for the I-8/Imperial Avenue Interchange project and Planning, Programming and Monitoring (PPM). The funding request is as follows:

2018 STIP Programming Proposed Amendment (\$1,000)

Project	Prior	FY18-19	FY19-20	FY20-21	FY21-22	FY22-23
I-8/Imperial Ave Interchange - existing	\$6,428		\$31,412			
I-8/Imperial Ave Interchange - additional ¹	+\$996		+\$3,244			
PPM - existing		\$300				
PPM – additional				+\$239	+\$239	+\$238
Total – Proposed Revision	\$7,424	\$300	\$34,656	\$239	\$239	\$238

A motion was made by [Amparano](#) and seconded by [Pacheco](#), **Motion carried unanimously.**

B. IVT Bus Operations Facility Evaluation Phase 1

Property: 1605 Adams Avenue, El Centro, Ca 92243

Mr. Aguirre presented this item to the Commission.

Since 2012, ICTC began the transition of acquiring and taking ownership of the IVT branded services vehicle fleet. The fleet size has grown to 67 total vehicles. Previously First Transit (Operator) provided the vehicles for the operation of service. The acquisition of vehicles was accelerated due additional revenues received as a result of the Point of Sale Transaction sales tax revenues related to solar infrastructure projects within the County of Imperial.

The IVT branded services has also expanded over the past few years with the additions of IVT Ride and IVT MedTrans services. The service expansions created the need to acquire additional bus drivers, dispatching staff and administrative staff. The expansion of the vehicle fleet and services has impacted the available space for parking storage and operations, and has created a need for additional capacity.

Due to the lack of space, IVT currently utilizes two locations to conduct operations. The larger facility located at 792 Ross Road in El Centro has been in use since 2005 and currently stores and maintains all of the IVT service vehicles, dispatching for the IVT service, provides a small area for farebox storage and collection, small offices for safety and security staff and maintenance staff and a small office area for walk up passengers purchasing tickets. The Ross Road facility also provides three bays for bus maintenance, parts inventory and employee parking.

The second facility located one block away on Industry Way has been in use since 2011 and provides dispatching services for the IVT Ride, IVT Access and IVT MedTrans services, offices for senior management and administrative staff, record storage, and a training room for bus drivers and administrative staff.

It is important to note that the two current bus operations and maintenance facility, and administrative office both are leased by First Transit Inc. from local private owners. Many public transit systems own or lease their own facilities in order to be able to better control capital costs and manage the potential for contractor turnover as a result of competitive bids.

Caltrans recently completed the transition to its new facility resulting in the opportunity to possibly acquire the old Caltrans maintenance facility located at 1605 Adams Avenue in El Centro. Caltrans has provided ICTC with the first opportunity to acquire the old Caltrans maintenance facility.

In order to better determine the feasibility of an acquisition, ICTC issued a Request for Proposals (RFP) in March 2017 to complete a comprehensive evaluation of the facility. The services requested as part of the RFP included but were not limited to:

1. Completion of an Assessment of the existing Imperial Valley Transit Bus Operations Yard along Ross Road to obtain critical information pertaining to current operations and existing infrastructure and how those elements will be integrated into the new facility.
2. Completion of a comprehensive evaluation of the proposed Imperial Valley Transit Bus Operations Yard along Adams Avenue to evaluate existing conditions, note areas of deficiency and issue recommendations for improvements to the facility.
3. Preparation of a comprehensive evaluation report of the new facility noting the findings pertaining to the assessment of the existing facility and evaluation of the

new facility, providing recommendations pertaining to items that require immediate improvement, short term improvement and long term improvement, providing space use projections and site plans, providing information pertaining to required permits, environmental and study documents and various other items.

4. Providing Project Management/Construction Administrative Support Services.

The contract was awarded to the consulting firm of CH2M Hill to complete a two phase evaluation of the facility. CH2M Hill proposed to complete an initial feasibility assessment (phase 1) to determine if the facility could be converted for the existing and future bus fleet. If it was determined under phase 1 to be feasible for the transition, phase 2 would complete a more comprehensive evaluation. The award of contract value for phase 1 is \$51,780.00 and phase 2 is \$180,041.00.

CH2M Hill completed the phase 1 evaluation of the facility and prepared a thorough report noting information pertaining to the existing IVT infrastructure, fleet and operations, substantial critical information about the Adams Avenue facility, information about the viability of the Adams Avenue facility being converted to a transit facility, the viability of the facility being able to accommodate ICTC's current and potential future fleet and operations, information pertaining to improvements required to possibly make the facility move in ready under existing conditions or eliminating all buildings at the facility and starting with an empty site (ultimate option) and rough order of magnitude cost for the move in ready and ultimate options.

The report noted several required improvements like permitting, coordination with the City, environmental studies, design engineering, construction activities such as demolition, building repair, pavement repair, environmental item mitigation and various other items. The approximate cost to complete the required improvements to make the facility move in ready is approximately 6.5 million while the ultimate option cost is approximately 15 million. The phase 1 evaluation is attached to this letter for review.

Therefore, the following are options for consideration by the Commission:

Option A

Proceed with Phase 2 of the project and complete the comprehensive analysis of the Adams Avenue Facility. In addition, ICTC staff would return to the Commission for instruction to commence negotiations with Caltrans regarding the acquisition of the facility.

Pros: The site is larger than ICTC's existing maintenance and operations facilities and could assist with the goal of consolidating both the leased Ross Road and Industry Way locations.

Cons: Phase 1 has determined that the site would require extensive, costly rehabilitation and demolition to make it functional for the "move in ready" option. The site under the "move in ready" option would provide some upgrades over existing facilities but would not be sufficient for any future needs or expansion.

Option B

Do not proceed with the Phase 2 portion of the project, do not move forward with the acquisition of the Caltrans facility and look at other potential sites suitable for ICTC's transit and administrative needs as previously directed by the Commission.

Pros: Saves the remaining funds previously allocated towards the Phase 2 of this project

(\$180,041.00). Look at various other sites capable of meeting ICTC's existing and future transit and administrative needs.

Cons: Time required in a search for a new site and continued use of the existing dual site scenario for maintenance and operations services.

Option C

Reallocate the Phase 2 budget (\$180,041.00) and utilize a portion of the budget to issue a contract amendment/change order with the existing consultant CH2M Hill to complete an initial study for a new site not to exceed (NTE) \$50,000 and work with a real estate consultant to review multiple potential sites.

Pros: Streamlines the process to complete preliminary engineering services for a new site while also utilizing existing budgeted funds. Engineering services would be performed by a consultant team already familiar with ICTC and the transit operations.

Cons: Engineering services would be limited to the existing consultant.

The ICTC Management Committee met on October 11, 2017 and forwarded this item to the Commission for review and approval after public comment, if any:

1. Proceeding with Option B:
 - a. Authorizing the Executive Director to cease the pursuit of the Caltrans facility.
2. Proceeding with Option C:
 - a. Authorizing the Executive Director to prepare a contract amendment/change order with the existing consultant (CH2M Hill) to complete an engineering analysis for a different potential transit maintenance and operations yard, with ICTC Administration building location from the existing project budget (Not To Exceed \$50,000).
 - b. Authorizing the Executive Director to engage a real estate consultant to look at multiple sites from the existing project budget.

A motion was made by [Viegas-Walker](#) and seconded by [Plancarte](#), **Motion carried unanimously.**

- C. IVT RIDE, Public Dial-a-Ride Paratransit Services, Triennial Review FY 2014-15 – FY 2016-17

Ms. Williams presented this item to the Commission.

In FY 2014-15 as directed by the Commission, ICTC completed two competitive bids focused on the consolidation of the five public dial-a-ride services: Brawley, Calexico, El Centro, Imperial and the West Shores. Previously, there were multiple operators under separate contracts with these agencies.

The five (5) agencies were interested in determining if greater efficiencies, better compliance with regulations and cost reductions could be achieved through the consolidation of the management, dispatch, reservationists, maintenance and marketing etc. under one turnkey

contractor with one administering agency. This process would be determined through a competitive bid, whereby one (1) operator may be offered a contract for all five services.

In February 2014, fourteen transportation providers were invited to submit written proposals for consideration for the service branded as *IVT RIDE*, and with logo colors of yellow, black and white. The providers were requested to submit one proposal for all five of the paratransit services for a five year contract, with three one-year extensions. The new contract would be administered by ICTC.

The participating public agencies would terminate their individual contracts during a scheduled transition effective in FY 2014-15. However for accountability, a new Paratransit Coordination Committee (PCC) would be created by which the participating public agencies would review system performance, make recommendations and retain the ability to be responsive to their constituents.

The IVT RIDE Request For Proposal (RFP) written by ICTC required several key issues be addressed in the proposals including compliance with the twenty-four mandatory functional areas in order to be eligible for federal transit funding, i.e., drug and alcohol testing, the Americans with Disabilities Act, performance measures, as well as, State requirements for driver training and offering employment to incumbent transit drivers and other personnel as necessary, local requirements for facilities, marketing, bilingual drivers and reservationists, and participation with the local agencies' Offices of Emergency Services for emergency evacuation purposes etc.

Based on the results of the competitive bid process, it appeared that an opportunity to achieve greater efficiencies, better compliance with regulations, new technology for reservations/dispatching and performance management, and cost reductions could be achieved through the consolidation of the operations including; management, dispatch, reservationists, maintenance and marketing under one provider under one contract. Ultimately First Transit Inc. was selected as the most responsive provider.

Included in the service contract was the benefit of coordinated bilingual dispatching and a computerized reservation system, a fuel escalator for fuel prices that exceed the negotiated price per a gallon, a marketing and public outreach allowance (to be developed annually based on available funding per year), replacement of the any previous vehicles with fourteen (14) new, smaller and ramp equipped paratransit buses, in house maintenance support services and a dedicated management team.

ICTC procured the paratransit vehicles and service started in Brawley, Calexico, Imperial and the West Shores in FY 2014-15 with El Centro joining in FY 2016-17.

Data from the previous operators was not able to be verified related to passengers per day/hour etc. Therefore, service delivery began with the same service hours/days and fares as had been in operation under the previous City's contracts. Shown below are the fares for each service area as follows:

Brawley - \$1.50
Calexico - \$1.00
El Centro - \$1.25
Imperial - \$1.75
West Shores - \$2.00

With the exception of the City of El Centro Service Area, service has been in operation for the demonstration period of three years. Staff have evaluated the services, the Paratransit

Coordination Committee (PCC) has met a minimum of twice annually in each of the three years and recommendations for service changes have been developed.

Attached are the system wide recommendations, as well as, specific recommendations for each service area. The triennial performance data is also attached for comparison.

After the recent review by the TDA Performance audit team, ICTC staff recommends that the service changes be implemented effective January 1, 2018, after a period of public notice. However, staff also recommend that any fare increases be deferred until a system wide fare study of all of the transit services can be completed during FY 2018-19.

The ICTC Management Committee met on October 11, 2017 and forwarded this item to the Commission for review and approval after public comment, if any:

1. Directed staff to implement the recommend changes to the service operations as of January 1, 2018 after public notice.
2. Directed staff to include the IVT RIDE services in a future system wide transit fare study.

A motion was made by [Viegas-Walker](#) and seconded by [Pacheco](#), **Motion carried unanimously.**

VIII. CLOSED SESSION

- A. Motion to Adjourn to Closed Session ([Viegas-Walker/Ritchie](#)) **Motion carried.**
- B. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code § 54957)
Title: ICTC Executive Director
- C. Announcement of Closed Session Action(s)
- D. Mr. Havens stated that the Commission met in Closed session to discuss PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code § 54957) and stated that direction was given but no final action was taken.

IX. NEXT MEETING DATE AND PLACE

- A. The next meeting of the Imperial County Transportation Commission will be held on **Wednesday, December 13, 2017 at 6:00 p.m.**, at the County of Imperial Board Chambers, at 940 W. Main Street, El Centro, CA.

X. ADJOURNMENT

- A. Meeting adjourned at 8:28 p.m.

Recommendations for the IVT RIDE service

9-1-17

General

Allow for limited hand carried bags on board

Various - Increase fares, Reduce service hours, Reduce service days

Reduce marketing expenses

Reduce eligibility age for seniors from 60 to 55 years

Location Specific

Brawley

The service in Brawley is provided with two buses M – F, one bus on Saturdays, and primarily focused on providing access to medical facilities in the area of the Pioneers’ Hospital, Walmart, the Nutrition program at the Senior Center and Day Out facilities. The fare is \$1.50. Service in the PM after 3PM is very low. Service on Saturdays is very low. The farebox ratio is under the required 10%.

1. Maintain one bus with service hours on M – F 7AM to 6PM and the second bus reduce the service hours to 7 AM to 3PM.
2. Reduce the service hours on Saturdays from 7AM to 6PM, to 8AM to 2PM.

Calexico

The service in Calexico is provided with three buses M – F, one bus on Saturdays and Sundays, and primarily focused on providing access to Walmart, the Nutrition program at the Senior Center and Alegria facilities. The fare is \$1.00. Service is steady on the weekdays and the weekend. The farebox ratio is under the required 10%.

1. Conduct more outreach
2. Raise fares

El Centro

The service in El Centro is provided with four buses M – F, one bus on Saturdays, and primarily focused on providing access to medical facilities in the area of the ECRMC Hospital, medical facilities in the City of Imperial and along the La Brucherie Rd/Ross Rd, Walmart, the Nutrition program on Waterman Ave the Senior Center and Day Out facilities. The fare is \$1.25. Use of the service is increasing even though it has been in operation for only six months.

1. No changes recommended at this time.

Imperial

The service in Imperial is provided with one bus M – F, one bus on Saturdays, and primarily focused on providing access to medical facilities in the City of Imperial and El Centro area programs and services including medical facilities in the area of the ECRMC Hospital, and along the La Brucherie Rd/Ross Rd, Walmart, the Nutrition program on Waterman Ave, the Senior Center and Day Out facilities. The fare is \$.75 in town and \$1.75 to and from El Centro. Service on Saturdays is very low. The farebox ratio is under the required 10%.

1. Reduce the four Saturdays a month to two Saturdays a month due to very low ridership
2. Increase fare to and from El Centro.
3. In a future competitive bid, consider combining service area of El Centro and Imperial into one contract/ scope of work to reduce any reporting and admin overhead costs.

West Shores

The service in the area of the West Shores is provided with one bus and primarily focused on providing access to the IVT bus stop in Westmorland for activities in Westmorland and Brawley and return on Tuesdays, and access to the Nutrition program on Thursdays. The fare is \$2.00 in the community and \$3.00 to and from Westmorland. Service is low. The farebox ratio is under the required 10%.

1. Review a trip to Coachella/Indio instead of Westmorland and Brawley
2. Review a trip to the Brawley transfer terminal and Walmart w/o/wo a connection to the IVT bus stop in Westmorland on Tuesdays due to difficulty for seniors etc. in making the transfers.
3. Raise fare
4. Retire the service due to very high cost per passenger

IMPERIAL COUNTY TRANSPORTATION COMMISSION**DRAFT MINUTES FOR November 29, 2017****5:30 p.m.****VOTING MEMBERS PRESENT:**

City of Calexico	Bill Hodge
City of Calipatria	Maria Nava-Froelich (Chair)
City of El Centro	Alex Cardenas (Alt.)
City of Holtville	James Predmore
City of Imperial	Robert Amparano
County of Imperial	Ryan Kelley
County of Imperial	Luis Plancarte (Vice-Chair)

NON-VOTING MEMBERS PRESENT: None**STAFF PRESENT:** Mark Baza, Kathi Williams, Cristi Lerma, Eric Havens (ICTC Counsel)**OTHERS PRESENT:** Rogelio Vargas, Brenda Garavito, Maria Luisa Canchola and Robert Garcia Jr.:
RoGar Manufacturing, Inc.

The following action minutes are listed as they were acted upon by the Imperial County Transportation Commission and as listed on the agenda for the meeting held Wednesday November 29, 2017 together with staff reports and related documents attached thereto and incorporated therein by reference.

I. CALL TO ORDER AND ROLL CALL

Chair Nava-Froelich called the Commission meeting to order at 5:35 p.m. Roll call was taken and a quorum was present.

II. PUBLIC COMMENTS

Mr. Vargas made a public comment regarding the possibility of having a bus stop installed at or near their business at 866 E. Ross Ave. in El Centro. He stated that their parking lot does not accommodate all 200 employees and they are having issues with parking, among others. They have spoken with the City of El Centro, and Mr. Cardenas stated that the City will look into safety issues and signage to address those issues. Mr. Baza stated that ICTC has initiated the process to begin the Short Range Transit Plan and staff can include this request as a part of the needs assessment. Mr. Baza also stated that there may be potential for a vanpool. Mr. Vargas stated that was a great suggestion and that their agency would be willing to share in the cost. Mr. Vargas was encouraged to contact ICTC staff for a meeting to discuss alternatives.

III. CLOSED SESSION

A. Motion to Adjourn to Closed Session (**Cardenas/Hodge**) **Motion carried.**

B. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Government Code § 54956.8)

- i. Property: 1503 N. Imperial Ave., Suite 104, El Centro, CA Assessor's Parcel Number #044-261-019
Use: Office Space
Agency negotiator: Mark Baza
Negotiating parties: Pico Group, LLC

Instructions to negotiator will concern price, terms of payment.

C. Announcement of Closed Session Action(s)

The Commission met in closed session regarding “conference with real property negotiators” (Government Code § 54956.8) to discuss the property on 1503 N. Imperial Ave., Suite 104 in El Centro, direction was given and no final action was taken.

IV. ACTION CALENDAR

A. Lease and Sublease Agreements

ICTC staff forwarded this item to the Commission for review and approval, after public comment, if any:

Approved and ratified the lease and sublease agreements with PICO Group, LLC and Southern California Association of Governments for the property located at 1503 N. Imperial Ave., Suite 104, El Centro, CA **for a term of one (1) year** and authorized the Executive Director to execute the agreements

A motion was made by [Plancarte](#) and seconded by [Hodge](#), **Motion carried unanimously.**

V. ADJOURNMENT

A. Meeting adjourned at 6:30 p.m.

IV. CONSENT CALENDAR

IV. CONSENT CALENDAR

C. FY 2017-18 APPOINTMENT OF THE SSTAC



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

December 8, 2017

Maria Nava-Froelich, Chair
Imperial County Transportation Commission
1503 N. Imperial Ave Suite 104
El Centro, CA 92243

SUBJECT: FY 2017-18 Appointment of the Social Services Transportation Advisory Council (SSTAC)

Dear Commission Members:

ICTC is the Transportation Planning Agency (TPA) for the region of the County of Imperial for matters pertaining to the administration of the Transportation Development Act (TDA).

Per PUC Section 99238:

"...The TPA shall provide for the establishment of a Social Services Transportation Advisory Council (SSTAC)..."

The SSTAC has three responsibilities:

1. Participate in the identification of transit needs in the jurisdiction, including unmet transit needs
2. Annually review and recommend action by the TPA for the area within the jurisdiction of the council
3. Advise the TPA on any other major transit issues, including coordination and consolidation of specialized transportation services

One third of the voting members of the SSTAC are appointed annually for three year terms in a specific category. These agencies represent a cross section of the local social service and transit providers in the Imperial Valley.

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

ICTC Management Committee will meet on December 13th and it is anticipated that they will forward this item to the Commission for review and approval after public comment, if any:

1. Appoint the Social Services Transportation Advisory Council (SSTAC) for FY 2017-18 for the positions and terms per the enclosure.

Sincerely,

MARK BAZA
Executive Director

BY:



Kathi Williams
Senior Transit Planner

Attachment

MB/ksw/da

SOCIAL SERVICES TRANSPORTATION ADVISORY COUNCIL OF IMPERIAL COUNTY

	CATEGORY	VOTING MEMBER	TERM	ALTERNATE
1.	One (1) Potential Transit User, age 60+	TED CEASAR El Centro	Nov 17 Nov 20	HEDDY MCNEER
2.	One (1) Potential Transit User, with Disability or his/her parent or guardian	MIKE HACK El Centro	Nov 17 Nov 20	VACANT
3.	Two (2) Service Providers for Seniors, Include Transit Provider if Exists	SOFIA GONZALEZ Area Agency on Aging RAUL CORDOVA Work Training Center	Nov 16 Nov 19 Nov 16 Nov 19	VACANT VACANT
4.	Three (3) Service Providers for the Disabled, Include Transit Provider if Exists	SONIA SILVA Access to Independence DR. MARTHA GARCIA IVC-Student Services K.C. KENNEDY ARC	Nov 15 Nov 18 Nov 15 Nov 18 Nov 16 Nov 19	LORENA ARAMBULA Regional Center MICHELLE SOTO CCS - California Childrens' Services
5.	Two (2) Service Providers for Limited Means	DEBORA GARCIA I.C. Public Authority/ IHSS DR. KATHLEEN LANG California Health & Wellness	Nov 15 Nov 18 Nov 15 Nov 18	JOHN GRASS IC Behavioral Health Agustin Urbina CALWORKS
6.	Two (2) Consolidated Transportation Service Agency (CTSA)	DAVID AGUIRRE ICTC KATHI WILLIAMS ICTC	Nov 17 Nov 20 Nov 15 Nov 18	GUILLERMO GONZALEZ ICTC MARK BAZA ICTC
		Non-Voting Technical Resource Members		
	NAME	PROGRAM\SERVICE	COMPANY/AGENCY	
1.	Eric Estell	Imperial Valley Transit/ IVT ACCESS/ IVT RIDE/ IVT MEDTRANS	First Transit	
2.	Ramon Aguirre / K.C. Kennedy	ARC Paratransit Services	ARC - Imperial Valley	
3.	Chris Schmidt / Mark McCumsey	CALTRANS	CALTRANS	
4.	Shelly Kreger	YCAT Turquoise Routes 5 & 10	YCIPTA	

IV. CONSENT CALENDAR

IV. CONSENT CALENDAR

- D. CALIFORNIA TRANSIT SECURITY GRANT PROGRAM
—FY 2016-17



1503 N. IMPERIAL AVE., SUITE 104
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PHONE: (760) 592-4494
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December 8, 2017

Maria Nava-Froelich, Chairperson
Imperial County Transportation Commission
1503 N. Imperial Ave. Suite 104
El Centro, CA 92243

SUBJECT: California Transit Security Grant Program FY 2016-17

Dear Commission Members:

The California Transit Security Grant Program (CTSGP) provides funds for use on a variety of transit capital improvement projects. These projects are designed to enhance security for transit systems and passengers. The program is administered by the State of California's Governor's Office of Homeland Security.

In previous years, ICTC has successfully applied for funding through this program for security cameras and lighting improvements to the Imperial Valley College Bus Transfer Terminal, solar lighting at the Brawley and Imperial Transfer Terminals and for security cameras on the larger Imperial Valley Transit (IVT) buses. For the FY 2016-17 funding, ICTC is seeking funding in an amount of \$106,671.00 through this program to provide Advanced Vehicle Location (AVL) systems for the IVT 40-foot bus fleet. No matching funds are required.

The application process requires the submittal of a resolution from the Commission authorizing the Executive Director to act on behalf of the Commission.

ICTC Management Committee will meet on December 13th and it is anticipated that they will forward this item to the Commission for review and approval after public comment, if any:

1. Approve the attached resolution authorizing the Executive Director or his designee to take any actions necessary on behalf of the ICTC for the purposes of obtaining FY 2016-17 financial assistance, provided by the Governor's Office of Homeland Security under the California Transit Security Grant Program.

Sincerely,


MARK BAZA
Executive Director

Attachment

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

A RESOLUTION OF THE IMPERIAL COUNTY TRANSPORTATION COMMISSION (ICTC) AUTHORIZING THE COMMISSION TO SUBMIT AN APPLICATION FOR THE CALIFORNIA TRANSIT SECURITY GRANT PROGRAM - CALIFORNIA TRANSIT ASSISTANCE FUND (CTSGP-CTAF) FOR FY 2016-17.

RESOLUTION NO. _____

WHEREAS, the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006 authorizes the issuance of general obligation bonds for specified purposes, including, but not limited to, funding made available for capital projects that provide increased protection against security and safety threats, and for capital expenditures to increase the capacity of transit operators to develop disaster response transportation systems; and

WHEREAS, the California Governor's Office of Emergency Services (Cal OES) administers such funds deposited in the Transit System Safety, Security, and Disaster Response Account under the California Transit Security Grant Program (CTSGP); and

WHEREAS, the Imperial County Transportation Commission is eligible to receive CTSGP funds; and

WHEREAS, the Imperial County Transportation Commission will apply for FY 2016-17 CTSGP funds in an amount up to \$106,671 for Automated Vehicle Location (AVL) systems to improve the safety and security of passengers and related equipment on the Imperial Valley Transit system in ICTC's service area, which satisfies the tenets of the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006; and

WHEREAS, the Imperial County Transportation Commission recognizes that it is responsible for compliance with all Cal OES CTSGP grant assurances, and state and federal laws, including, but not limited to, laws governing the use of bond funds; and

WHEREAS, Cal OES requires the Imperial County Transportation Commission to complete and submit a Governing Body Resolution for the purposes of identifying agent(s) authorized to act on behalf of the Imperial County Transportation Commission to execute actions necessary to obtain CTSGP funds from Cal OES and ensure continued compliance with Cal OES CTSGP assurances, and state and federal laws.

THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF THE IMPERIAL COUNTY TRANSPORTATION COMMISSION, THAT MARK BAZA, THE EXECUTIVE DIRECTOR, AND/OR HIS DESIGNEE, is hereby authorized to execute for and on behalf of the Imperial County Transportation Commission, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining financial assistance provided by the California Governor's Office of Emergency Services under the CTSGP.

PASSED AND ADOPTED at a regular meeting of the Imperial County Transportation Commission held on _____.

By: _____
Chairman

ATTEST:

By: _____

CRISTI LERMA
Secretary to the Commission

V. REPORTS

- A. ICTC EXECUTIVE DIRECTOR REPORT
- B. SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS REPORT
- C. CALTRANS REPORTS



1405 N IMPERIAL AVE SUITE 1
EL CENTRO, CA 92243-2875
PHONE: (760) 592-4494
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Memorandum

Date: December 5, 2017
To: ICTC Management Committee Meeting
From: Mark Baza, Executive Director
Re: Executive Director's Report

The following is a summary of the Executive Director's Report for the Management Committee / Commission Meeting(s) on December 13, 2017.

- 1) **Heber Bus Stop & Pedestrian Access Improvements on State Route 86:** The community of Heber has had a need to improve pedestrian and bus stop access along State Route 86. The ICTC Commission granted the use of Regional Set-Aside Local Transportation Account (LTA) funds for the project. Caltrans has served as the project lead; the first phase will begin in January and was just recently completed in November 2017. Phase 2 and 3 will begin in early Spring of 2018 with completion in Summer 2018. Community outreach will be necessary prior to initiating construction in Phase 2 and 3 as road closures and detours will be necessary.
- 2) **IVT RIDE:** ICTC and transit operator staff have started an evaluation and review process of the performance data for the first three years of operations. The review will focus primarily on the Brawley, Calexico, Imperial and Westshores areas, as the City of El Centro service did not begin until July 1, 2016. The Paratransit Coordinating Committee (PCC) met on March 13, 2017 to develop recommendations for service adjustments. Service adjustments are under development. Service adjustment recommendations were delivered to Management Committee and the Commission in October and service adjustments will be delivered beginning in January 2018.
- 3) **STUFF A BUS IVT Bus canned goods food collection program:** Passengers who brought a dry or canned food item to the bus for two weeks prior to Thanksgiving, were allowed one trip in exchange. *IVT drivers collected approximately 1,397 lbs. of food items and with ICTC delivered it to the Food Bank. This is an approximate 48% increase in pounds from the prior year.*
- 4) **Update to the 2011 Short Range Transit Plan (SRTP) Request for Proposals:** ICTC staff developed a Request for Proposals (RFP) that was released on September 1, 2017 to complete an update to the 2011 Short Range Transit Plan (SRTP). This is a planning document that identifies transit services and capital improvements over the next three to five year period, with expected available resources. The project unfolds over an approximately 12 month period. The goal is to have an updated report with bilingual public participation. A recommendation to award the contract is on the December agenda.
- 5) **Preparation of FTIP 2019:** The 2019 Federal Transportation Improvement Program (FTIP) Guidelines have been prepared to facilitate the work of the County Transportation Commissions (CTCs) (Imperial, Los Angeles, Orange, Riverside, San Bernardino and Ventura Counties), transit operators, and the State of California Department of Transportation Caltrans) in development of county Transportation Improvement Programs (TIPs) for inclusion in the Southern California Association of Governments (SCAG) 2019 FTIP. These

Guidelines assist in the development of the county TIPs that fulfill the legal, administrative and technical requirements prescribed by the law and which minimizes duplicate efforts by the CTCs, Caltrans, SCAG and/or other agencies. ICTC staff will reach out to cities and county staff to obtain project updates on all programmed 2019 FTIP projects. *During the month of November, ICTC staff received project updates from member agencies. ICTC staff will be updating the 2019 FTIP database for all Imperial County projects. A recommendation to approve the resolution will be on the January 2018 agenda.*

- 6) **Calexico West Port of Entry Traffic Management Study:** Caltrans authorized a special planning grant to perform a traffic management study to assist the City of Calexico and the Imperial Valley region to analyze and propose traffic management strategies and alternatives to serve traffic flow for the Calexico West Port of Entry expansion. The expansion will have two access points: One, from current access at SR-111/Imperial Ave.; and, a Second at Cesar Chavez Blvd and 2nd St. SCAG, Caltrans and ICTC will lead study in partnership with the City of Calexico, Customs and Border Protection and General Services Administration. *The study is expected to proceed with a Request for Proposals in February 2018.*

- 7) **Imperial Mexicali Binational Alliance Meeting:** The IMBA meeting was held on October 5, 2017 at the Carmen Durazo Cultural Arts Center in the City of Calexico. A presentation regarding the Calexico West/Mexicali I POE Expansion Project was conducted by the General Services Administration (GSA). An update was also presented by Caltrans regarding the State Route 98 Widening Project. In addition, Economic Development updates were presented. A strategic planning meeting was conducted on November 28, 2017, with IMBA MOU signees to review goals and projects for 2018. The next regular IMBA meeting is scheduled for January 11, 2018.

- 8) **State and Federal funding Obligations:** Beginning October 1, 2017, agencies are allowed to move forward with request for authorization (RFA) for Congestion Mitigation Air Quality (CMAQ), Regional Surface Transportation Program (RSTP) and Active Transportation Program (ATP) programmed in FY 2017/2018. A complete list of programmed projects will be provided as a separate attachment.

FY2017/2018 Project List						
Agency	Project Name	Funding Type	Phase	Federal Amount in FY2017/18	Local Match	Total Phase Cost
Calexico	De Las Flores Street paving and sidewalk installation	CMAQ	CON	\$403,000	\$52,000	\$455,000
Calipatria	N. Brown Street road and pedestrian improvements	CMAQ & RSTP	ROW	\$51,000	\$6,000	\$57,000
El Centro	Dogwood and Danenberg synchronization	CMAQ	CON	\$275,000	\$36,000	\$311,000
El Centro	Imperial Ave. extension south	RSTP	CON	\$2,023,000	\$2,090,000	\$4,113,000
El Centro	SR2S Program & bicycle improvements	ATP-MPO	CON	\$247,000	\$ -	\$247,000
Holtville	9th Street improvements from Palm Ave. to Olive Ave.	CMAQ & RSTP	CON	\$216,000	\$28,000	\$244,000
Imperial County	Rio Vista Sidewalk improvements from San Diego Ave. to Holt Ave.in Seeley	CMAQ	CON	\$792,000	\$103,000	\$895,000

Imperial County	Rio Vista Sidewalk improvements from Holt Ave. to Imperial Ave. in Seeley	ATP-MPO	ENG	\$193,000	\$26,000	\$219,000
Regional Total FY2017/2018						\$6,541,000

- 9) **California HERO Program:** The California Hero Program was launched in April 2014 in Imperial County with ICTC as the administering agency. Attached is a copy of the program activity report for November 2017.
- 10) **Partnerships with IVEDC:**
- a) Southern Border Broadband Consortium: ICTC in partnership with IVEDC received a California Advanced Services Regional Consortia Grant award of \$450,000 from their Rural and Regional Consortia program. The grant will cover a 3-year period. ICTC will be the fiscal agent and is working on developing an MOU which will define roles and responsibilities (Audits, Administration and Project Management) for ICTC and IVEDC. Since award, IVEDC staff has been meeting monthly with Consortia members and other webinars toward development of strategies for providing Broadband services for underserved communities. *IVEDC has developed a schedule and Action Plan. The immediate next steps are to develop a schedule for workshops for underserved communities to be held here in Imperial Valley with a goal to provide broadband education and gather input through community needs surveys.*
 - 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 is working on developing an MOU which will define roles and responsibilities (Audits, Administration and Project Management) for ICTC and IVEDC. *IVEDC staff recently attended an EPA conference that provided guidance for project implementation. ICTC and IVEDC are currently working to develop a Request for Proposals/State of Qualifications for qualified firms to carry out the study analysis.*
- 11) **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. The request was approved. Staff is working to schedule a meeting with Caltrans and CBP to finalize agreements and next steps.
- 12) **I-8 / Imperial Avenue Interchange Reconstruction:** On August 25, 2017, ICTC staff met with Caltrans District 11 staff to discuss the updated project details. The proposed project schedule will not be accelerated due to right of way delays. Caltrans staff recommends that the I-8 / Imperial Avenue project schedule for FY 2019/20 for construction. ICTC staff will continue to work with Caltrans staff to submit the 2018 State Transportation Improvement Plan by December 15, 2017.
- 13) **State Legislation for Transportation Funding – SB 1:** On August 24th ICTC staff hosted a TAC workgroup to discuss the upcoming expected actions to be undertaken by cities and county. The workshop discussed the Local Streets and Roads Program and the Local Partnership Program. Representatives from the cities and county were recommended to focus on the upcoming deadlines under the Local Streets and Roads Program. An estimate of Local Streets and Roads Program revenues were provided during the workshop. The estimates per agency included FY2017/2018 and FY2018/2019 Local Streets and Roads Program revenues. All cities and the county were responsible to submit a project list and an amended budget for FY2017/2018 to the

California Transportation Commission (CTC) by October 16, 2017. ICTC staff has received confirmation that all agencies submitted a project list for FY 2017/2018 to CTC.

\$1.5 Billion annually will go to cities and counties for local road improvements. The following are projected annual revenues for the Cities and the County of Imperial for FY 2017/2018.

Agency	RMRA Amount FY 2017/2018
Brawley	\$150,100
Calexico	\$227,196
Calipatria	\$43,534
El Centro	\$255,215
Holtville	\$34,426
Imperial	\$102,634
Westmorland	\$12,747
County of Imperial	\$2,656,079
TOTAL	\$3,481,931*

**City estimate source is from California League of Cities - [FY 17-18 HUTA and RMRA Funding Estimates](#)*

**County estimate source is from California State Association of Counties - http://www.counties.org/sites/main/files/file-attachments/fy_2017-18_huta_and_sb_1_revenue_estimates_041317_0.pdf*

Below are the projected annual revenues beyond FY 2017/2018.

Agency	RMRA Amount FY 2018-2019
Brawley	\$456,354
Calexico	\$690,750
Calipatria	\$132,357
El Centro	\$775,936
Holtville	\$104,666
Imperial	\$312,041
Westmorland	\$38,754
County of Imperial	\$7,490,000
TOTAL	\$10,000,858*

The **2018 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. During the meeting the CTC Commission took action and approved the distribution of funds for the formulaic portion, the funding share for Imperial County in FY2017/2018 and in FY2018/2019 is estimated at \$538,000. According to the program guidelines and CTC staff, there is one time opportunity to rollover funds to the following fiscal year in order to maximize opportunity to use funds. Project applications for formulaic program are due December 15, 2017 to CTC. Applications for the competitive program are due January 30, 2018 to CTC. The following is the link to the 2018 Local Partnership Program guidelines:

http://www.catc.ca.gov/programs/SB_1/11617_Final_LPP_Guidelines.pdf

- 14) **Active Transportation Program (ATP) Augmentation Planning Grant Opportunity:** As a part of Senate Bill (SB) 1, the 2017 Active Transportation Program (ATP) Augmentation is funded from the approximately \$200 million allocated from the Road Maintenance and Rehabilitation Account to the ATP in fiscal years 2017-

18 and 2018-19. The Road Maintenance and Rehabilitation Account funds are state funds. Therefore, projects funded in the 2017 ATP Augmentation do not need to be federal-aid eligible. The initial programming capacity for the 2017 ATP Augmentation program is in fiscal years 2017-18 and 2018-19. Some fiscal year 2019-20 and 2020-21 programming capacity may become available as previously programmed projects request advancement into fiscal years 2017-18 and 2018-19.

The County of Imperial was awarded an ATP Augmentation Grant for sidewalk improvements on Rio Vista in the Community of Seeley. The grant is \$369,000 with a local match of 1.2 million for a total project of \$1.5 million.

- 15) **SCAG’s Sustainability Grant Program – Imperial County Regional Climate Action Plan:** ICTC was awarded a SCAG Sustainable Planning Grant to develop a Regional Climate Action Plan. ICTC staff will work in collaboration with SCAG staff to develop and release a request for proposal to select a consultant that will develop the Regional Climate Action Plan. ICTC will serve as the day to day project manager and SCAG staff will serve as the administrative project manager. The goal of the project is to develop a regional framework for addressing Green House Gas (GHG) emissions for a Regional Climate Action Plan that allows each local agency to customize and fit into the context of the community each jurisdiction serves, that can be used at the local level in the development of jurisdiction – specific Climate Action Plans (CAPs). ICTC staff is currently finalizing the scope of work language in collaboration with SCAG staff and plans to release a request for proposal at the beginning of 2018.
- 16) **Calexico East Commercial Vehicle Port of Entry Expansion Project:** ICTC submitted the Calexico East Commercial Vehicle Port of Entry Expansion Project under the California Sustainable Freight Action Plan: Pilot Project Ideas. The project is a proposed public-private partnership for the construction costs of the freight elements of the Calexico East Expansion that include: bridge expansion, commercial vehicle primary inspection booths and road construction totaling \$65 million. ICTC is pursuing discretionary freight program funding for the bridge expansion for an estimated total cost of \$28 million. Pending the possible funds for the bridge expansion, ICTC is pursuing a donation authority request to U.S. Customs and Border Protection. In October 2017, *ICTC staff submitted a TIGER Grant proposal for the bridge expansion. With no assurances of grant award staff is coordinating with Caltrans to submit for grant funding under the State’s Freight funding available under SB-1 and the State’s share of the 2015 federal transportation bill (FAST Act).*
- 17) **Westshores Transit Opportunities:** In Preparation for the Short Range Transit Plan, staff is exploring transit connection opportunities with Sunline Transit that serves the Coachella Valley region, and pursuing grant opportunities for interregional transit services to/from Westshores and Coachella. Together we will be pursuing available grant opportunities to provide service connections. Update - On Friday, May 19, 2017, ICTC and IVT RIDE staff held a 2nd transit service outreach at the Imperial Valley Food Bank’s distribution site in Westshores from 7:30 am – 9:30 am. ICTC staff met with SunLine staff in Palm Springs on June 2, 2017 to continue dialogue for potential opportunities.
- 18) **Critical Rural Freight Corridors (CRFC) and Critical Urban Freight Corridors (CUFC):** The Southern California Association of Government (SCAG) requested a CRFC and CUFC project nomination list from all Regional Transportation Planning Agency (RTPA). On January 10, 2017, ICTC reviewed the regional project list and submitted the following projects to SCAG:

Project Description	Designation & Cost
Widen bridge over the All American Canal at the Calexico East POE: Widen of bridge over the All American Canal to six lanes at the Calexico East Port of Entry	CRFC (\$30M)
Intelligent Transportation Systems (ITS) Implementation at Calexico East POE: Install border wait-time monitoring systems, radio frequency identification (RFID)/Bluetooth technology, and advanced traveler information systems	CRFC (\$3M)
SR-98 widening from VV Williams Avenue to Rockwood Avenue: Widen SR-98 from 4 to 6 lanes from VV Williams Avenue to Rockwood Avenue	CUFC (\$10M)

Forrester Road Corridor: Forrester Road bridge over the New River reconstruction, roadway realignment and operational improvements	CRFC (\$20M)
Menvielle Road Widening: Widen Menvielle Road from 2 to 4 lanes between Carr Road to SR-98	CRFC (\$4.4M)

- 19) **Regional Mobility Hubs Strategy for Imperial and San Diego:** This project funded by Caltrans will develop a Regional Mobility Hubs Implementation Plan for San Diego County and Imperial Valley. This project is led by SANDAG in collaboration with ICTC. The focus of the plan will be to develop recommended improvements, conceptual designs, and implementation strategies for different mobility hub station place types for both regions. Mobility hubs can help maximize the capital investment in transit services and support the emphasis on smart growth and transit-oriented development.

The Consultant has completed draft Mobility Hub Concept Designs for the intermodal facilities in the City of Brawley, Imperial Valley College and the City of El Centro. The consultant team has completed the contract work and SANDAG project team will be submitting the final report to ICTC and Caltrans by June 30, 2017. SANDAG project team is refining document design and using non-grant funding to carry out professional copyediting services on all public-facing documents. The final deliverables will be posted online Fall 2017. Virginia Mendoza, Project Manager

- 20) **Community of Niland Bus Stop Bench and Shelter Request:** The ICTC submitted a formal request to the California Department of Transportation (Caltrans) District 11 requesting their assistance in identifying a location for a bus stop bench and shelter in the Community of Niland along State Route 111 (SR-111). Caltrans and ICTC are finalizing a preferred location and any improvements necessary for installation of the bench and shelter. Project is in design phase. Construction will begin and completed in late 2017.

- 21) **2016 Regional Transportation Plan (RTP)/Sustainable Communities Strategy (SCS), Amendment #1:** The Southern California Association of Governments (SCAG) has approved the regional 2016 RTP/SCS that has been accepted by the Air Resource Board. SCAG developed the RTP/SCS in collaboration with ICTC, other County Transportation Commissions, and local governments from the six county Southern California region through a bottoms-up, collaborative process. The RTP/SCS addresses many challenges including projected growth, changing demographics, climate change adaptation, housing needs, and transportation demands.

SCAG has opened Amendment 1 of the 2016 RTP/SCS for any changes to existing projects or adding new projects. Projects listed in the RTP/SCS must be of regional significance and increase the road capacity. ICTC has received a request to submit 3 projects as part of Amendment 1. The amendments are necessary to our ability to fund and complete these projects if funding is made available. At their January 5th meeting SCAG Regional Council approved the release of the draft amendment for 30 day public review.

Lead Agency	Project Description	Project Type
City of El Centro	Imperial Avenue Extension South – new roadway from I-8 to McCabe Road	New project
County of Imperial	Menvielle Road Widening, from 2 to 4 lanes between Carr Road to SR-98	New project
ICTC	Expansion of the Calexico East Port of Entry – increase Commercial Vehicle Lane inspection lanes and booths from existing 3 to 6 lanes and booths; and widen bridge over the All American Canal	Existing project – amending project timeline

- 22) **Funding for Phase II of the Calexico West Port of Entry Project in the President’s FY17 Budget – Press Release (Summary):** (February 9, 2016) – Rep. Juan Vargas (CA-51) announced the inclusion of \$248 million for the Calexico West Land Port of Entry (LPOE) reconfiguration and expansion project in the Fiscal Year (FY) 2017 budget released today. If approved, the funding would be sufficient to complete the project.” 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 scheduled for March 2018. Phase II funding is pending Congressional approval.

As part of the POE Expansion project, traffic will be rerouted from the existing roadways to SR-98 and Cesar Chavez Boulevard which are not designed to handle the high volumes of traffic associated with the border travel. The City of Calexico is finalizing their right of way acquisition for widening Cesar Chavez Boulevard; however, the city has faced a challenged and will need to amend the project's CEQA document that will result in a 3 to 4 month delay. Caltrans has initiated construction for widening SR-98 for more details on the project, refer to Caltrans report. Caltrans is currently scheduled for completion in March 2018 to coincide with GSA's Phase 1 completion of the Port expansion.

23) **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 will be conducted. Extensive data collection and modeling work has been conducted on these areas by ICTC, SANDAG and other agencies, this project will build upon that work. The consultant team is completing the development of the survey instrument that will be used in all 6 POEs.

24) **Meetings attended on behalf of ICTC:**

- October 26, 2017 – League of California Cities Imperial County Division Meeting in Calexico, CA
- October 30-31, 2017 – 2017 Focus on the Future Conference in San Francisco, CA
- November 2, 2017 – SCAG Regional Council Meeting in Los Angeles
- December 4, 2017 – FTA Title VI Training in San Francisco (Attended by staff)
- December 8-9 2017 – California Transportation Commission Meeting in City of Riverside
- December 7, 2017 – Payroll Law Training in San Diego (Attended by staff)



California HERO Activity Report
Imperial County Transportation Commission
 Launch Date through November 30, 2017

Program Activity through November 30, 2017

Member	Launch Date	Eligible Housing Units *	Total Applications Received	Applications Approved	Approved Amount	Funded Projects	Funded Amount	Jobs Created and/or Retained***	Type of Projects			Solar kW Installed	Annual kWh Saved	Annual CO2 Reduced (Tons)
									Energy	Water	Renewable			
Brawley	5/23/2014	5,590	277	174	\$4,831,868	95	\$1,307,610	11	108	0	35	85	973,530	253
Calexico	3/24/2015	7,374	603	360	\$11,748,027	214	\$2,746,110	23	190	3	96	243	2,386,192	616
Calipatria	3/24/2015	758	11	5	\$134,632	5	\$61,615	1	6	0	0	0	49,993	12
El Centro	5/23/2014	9,250	476	319	\$9,708,951	164	\$2,183,133	19	164	8	54	145	1,759,368	452
Holtville	3/24/2015	1,248	60	43	\$1,159,744	22	\$254,859	2	21	0	8	14	211,780	54
Imperial	6/10/2015	4,622	200	154	\$5,188,392	86	\$1,364,904	12	72	13	45	129	883,015	234
Westmoreland		596	Has not adopted Resolution of Participation											
Imperial County Unincorporated	11/14/2014	9,506	243	151	\$4,906,646	79	\$1,173,432	10	82	3	26	68	825,234	212
Total		38,944	1,870	1,206	\$ 37,678,260	665	\$ 9,091,664	77	643	27	264	682	7,089,113	1,834

** Participation rate based off of funded projects

*** 1 job for every \$117,000 invested.



Date: December 8, 2017
To: ICTC Commissioner's
From: Cory Binns, Caltrans District 11, Acting District Director
Re: District Director's Report

The following is the California Department of Transportation, District 11 report for the Imperial County Transportation Commission (ICTC) Commission meeting of December 13, 2017:

1. **Project Updates:**

Please see maps at end of report for project level detail.

2. **Construction:**

Interstate 8 (I-8) Continuously Reinforced Concrete Pavement Project

Interstate 8 (I-8) Continuously Reinforced Concrete Pavement Project is divided into the following 5 segments. Completion of the entire project is scheduled for 2019.

- **Segment 1**, is near El Centro from 0.6 mile west of Anderholt Road overcrossing to 0.5 mile east of the East Highline Canal Bridge. It was awarded to Coffman Specialties, Inc. on November 18, 2015. Construction began the first week of February 2016. Both westbound and eastbound I-8 traffic are using the newly constructed freeway. This project is complete, several months ahead of schedule.
- **Segment 2**, which is located 26 miles east of El Centro from west of SR-98/I-8 separation to east of the All American Canal, was awarded to Coffman Specialties, Inc., on December 15, 2015. Construction began in early March 2016. Both westbound and eastbound I-8 traffic are using the newly constructed freeway. This project is complete, several months ahead of schedule.

Construction (continued):

- Segment 3, near Winterhaven from west of the SR-186/I-8 separation to east of Fourth Avenue overcrossing, was awarded to Security Paving Company, Inc., on December 22, 2015. Construction began mid-March 2016 with all major work now completed. Both westbound and eastbound I-8 traffic are using the newly constructed freeway. This project is complete.
- Segment 4, is divided into two sections located near El Centro from west of I-8/SR-111 separation to just west of Anderholt Road overcrossing and from east of the East Highline Canal Bridge to west of the I-8/SR-98 separation. This segment began construction on July 10, 2017. Traffic will be reduced to one lane in each direction on the five-mile section of I-8 from west of SR-111 to just east of Barbara Worth Drive in early 2018.
- Segment 5, is located near Winterhaven from west of Ogilby Road overcrossing west of the I-8/SR-186 separation. This seven-mile segment began construction the week of June 12, 2017. Both travel directions have been switched to the I-8 eastbound lanes divided by k-rail, reducing traffic to one lane in each direction. In addition, the westbound on- and off-ramps at Ogilby Road (Exit 159) are closed to traffic. Traffic will be switched to I-8 westbound in early 2018.

I-8/Dogwood Road

The I-8/Dogwood Road interchange project is completed and all lanes are open to traffic. The installation of decorative fencing is expected to be complete by mid-December 2017.

I-8/Dogwood Road Landscape Project

The follow-up landscape project has been completed with plant establishment continuing.

SR-98 / Cesar Chavez Widening Project

Contract approval was received in January 2017, with construction on the \$12.9 million project beginning in April 2017 and ending in spring 2018. Utility relocation work is complete. Construction on Stage 1 from Eady Avenue to VV Williams is complete. Stage 2 and 3 work from VV Williams to Cesar Chavez is complete.

Stage 4 (Final stage) is currently under construction. All lanes on SR-98 from Cesar Chavez Boulevard to Ollie Avenue are expected to be opened by December 25, 2017.

SR-86/Heber Pedestrian Improvements

This project will construct sidewalks and a bus shelter. Construction on Phase 1 is complete. Design is complete for the remaining phases and should be in construction in early 2018. This project is a coordinated effort between Caltrans and ICTC.

Construction (continued):

SR-111/Main Street in Niland

This project will install a bus stop and shelter in an existing parking lot on the east side of SR-111. The project has been approved and the contractor expects the manufacturing of the shelter to take two months. Construction will begin after receiving the shelter.

3. Traffic Operations:

SR-86/Customs & Border Protection Checkpoint Expansion

Caltrans recently provided a design alternative with cost estimate to ICTC. The design will allow for two lanes for use by the Border Patrol under a newly constructed canopy to be placed over SR-86, and two lanes of secondary inspection during peak periods, which should reduce or eliminate queuing of traffic during these time periods.

This concept was discussed with the County of Imperial, and then presented to the ICTC Commission who approved the allocation for funding in the amount of \$1.3 million. Funds will be allocated from the LTA 5% Regional Highway Set-Aside (Measure D) allocations. The Board authorized their Executive Director to execute the necessary agreements between Caltrans, the Imperial County Local Transportation Authority, and Customs and Border Protection.

The schedule for this project is being developed by Caltrans.

SR-86/Keystone Road

The project included installing roadside signs at SR-86 and Keystone Road and relocating flashing beacons. This work was completed in late November 2017.

SR-98/Birch Street

Caltrans Highway Operations is currently working on a Traffic Investigation Report (TIR) that will recommend to remove school zone related signs from the speed feedback posts. In addition, the speed feedback signs will be reset to a 24 hour schedule upon completion of the TIR.

Signage on Interstate 8 Directing Trucks to State Route 7:

The TIR to install signs to direct trucks to use SR-7 on I-8 and SR-111 was approved on November 27, 2017. Per the approved TIR, guide signs to direct trucks to use SR-7 will be installed on eastbound I-8 prior to SR-98 and SR-111. An additional guide sign will be installed on southbound SR-111 to direct trucks to use east I-8 to south SR-7, for a total of three guide signs. No additional guide signs will be installed on westbound I-8 as there are existing guide signs to direct trucks to use SR-7 for border crossing prior to the I-8/SR-7 connector. The proposed signs have been sent to Operations Planning Support on November 30, 2017 to process the sign order.

4. **Planning:**

Senate Bill 1 – New Grant Opportunities:

Caltrans launched two new planning grant programs with funding from Senate Bill 1, the Road Repair & Accountability Act of 2017. The new planning grant funds include:

- \$25 million annually for Sustainable Communities Grants to encourage local and regional planning that further state goals, including, but not limited to, the goals and best practices cited in the regional transportation plan guidelines adopted by the California Transportation Commission.
- \$20 million over three years for Adaptation Planning Grants to local and regional agencies for climate change adaptation planning.

The next call for grants is scheduled for January 2, 2018, with applications due on February 23, 2018.

The Adaptation Planning Grants call for grant applications is anticipated to be in January 2018. These SB1 planning funds are in addition to the FY 2018/2019 Sustainable Transportation Planning Grants which are also expected to have a call for applications in January 2018. This category will have \$20 million over three years available statewide.

Coordinated Efforts:

The next meeting to discuss traffic issues related to the Calexico West Port of Entry expansion is scheduled for January 2018.

In addition, Caltrans has been awarded a grant from the Federal Highways Administration (FHWA) State Planning & Research funds, with an 80/20 in-kind match by the Imperial County Transportation Commission (ICTC) to fund a \$100,000 Traffic Circulation Plan (TCP) for access to the Calexico West Port of Entry (POE).

This effort will have a two-phase approach. Phase one will address access for opening day traffic conditions. Phase two will provide further analysis and recommendations for potential traffic shifts for the 60-90 day period beyond opening day conditions. Caltrans is working with SCAG and ICTC to procure consultant services which is expected to be complete by the end of February 2018.

The Calexico West POE is scheduled to be complete in March 2018; with both northbound and southbound traffic flows becoming operational in Summer 2018. Opening of the POE will require the City of Calexico to make necessary improvements to Cesar Chavez Boulevard which will serve as future access to the POE. Caltrans and the City of Calexico

Planning (Continued):

will work cooperatively with other local and regional partners to identify other traffic improvements and changes which may be required by changing patterns. Additionally, while Mexico has completed their roadway improvements; their federal customs facility remains to be constructed.

The TCP will provide analysis for the above issues, as well as coordinated efforts for circulation, traffic control, emergency services, and impacts to transit routes. The analysis is expected to take ten months to complete.

The TCP will be fully vetted by all involved agencies and stakeholders. A final report and plan will be presented to the ICTC Management & Commission, as well as the City of Calexico. Significant involvement by federal, state and local agencies will be made to ensure consensus and approval.

Grants Underway:

A Fresh Look at Impacts of Border Delays at CA/BC POEs

In May 2016, the San Diego Association of Governments received two Caltrans grants for a total of \$670,000 to study the Effects of Border Wait Times on the Economy and Air Quality/Climate Change Emissions. This is a cooperative effort between SANDAG, ICTC and Caltrans under contract with HDR.

- a. The Economic Impacts of Border Delays will update and enhance previous studies to estimate the effects of delays at the San Diego and Imperial Counties Ports of Entry (POEs) on the regional, statewide, and national economies of the United States and Mexico.
- b. The Air Quality and Climate effects of Border Wait Times will develop a methodology to estimate air quality pollution and greenhouse gas emissions due to vehicular delays to cross the San Diego and Imperial Counties POEs.
- c. The consultant will be modeling the economic delay for 2025 and the air quality for 2025 and 2035 respectively.
- d. The data has been collected and the cross border business interviews are almost completed. The consultants are working on the model development component of the grant at this point. The consultants developed a white paper on available technology that could provide on-going border wait times data collection. It would be up to the Federal Government to decide what technology may work best at these POEs.
- e. New Accomplishments

The amended Project Implementation Order has been approved that will extend the Air Quality portion of the study to April 30, 2018.

Planning (Continued):

The Consultants are working with CBP to give the collected data a “reasonableness check”.

Another cross border business interview has been completed.

The EPA Moves model will be used as the emissions model for Mexican cars, as Mexican car data is available in that format.

Imperial County Transportation Model Update

The Project Team held monthly coordination meetings on the project status, actions taken, and next steps. The last two meetings addressed issues from traffic analysis zones (TAZs) updates and refinement, centroid connector editing, highway network adjustment including extra node additions based on review and comments provided by Caltrans/D11, to traffic counts analysis following the field study which was completed by Traffic Research & Analysis, Inc. in early July. Next, SCAG will be working on the social, economic and demographic (SED) data forecasting in a zonal basis for future years, and the consultant is ready to move into base-year model calibration

Upcoming Grant Projects

Imperial County Active Transportation Plan

Caltrans Planning recently met with the County of Imperial Public Works Department and held a kick-off meeting for this \$200,000 Planning Grant.

The plan will cover the unincorporated areas of Imperial County, specifically the Communities and Townsites; and areas near schools. The plan will be based on needs assessment through data gathering and analysis, public feedback, and consultation with local agencies.

The study will address issues such as safety and security, liability, environmental concerns, convenience, accessibility, usage, connections and linkages for bicycle users, as well as associated pedestrians and safe routes to school planning efforts.

Requests for Proposals (RFPs) have been received, reviewed and interviews held with consultant selection finalized. Final contract negotiations are underway and it is anticipated that project kickoff will be before the end of 2017, with the Plan being complete by early 2019.

5. **Maintenance:**

A specialized micro-surfacing project on all the ramps at I-8/Dogwood Road was completed on the weekend of November 3rd to 5th at night to allow the Imperial Valley Mall access to be unaffected during daytime hours. This surfacing increases the durability and provides preservation of the pavement surface for over five years.



6. **Local Assistance:**

Inactive Projects

The Inactive Project List was updated on November 16, 2017. Action is required by the following agencies: The cities of Brawley, Calexico, El Centro, Imperial and the County of Imperial. Please transmit all Inactive and Future Inactive invoices to the District Local Assistance Engineer (DLAE) in District 11 before January 20, 2018.

A complete list of inactive projects can be found at the link provided below.

<http://www.dot.ca.gov/hq/LocalPrograms/Inactiveprojects.htm>

ATP Cycle 4 Call-For Projects

Caltrans anticipates the CTC will announce the 2019 (Cycle 4) call-for-projects in or around March 2018.

The Cycle 4 Call for Projects is expected to include about \$440M in ATP funding made up of Federal funding and State SB1 and SHA funding. The funding/programming years are expected to include 19/20, 20/21, 21/22 and 22/23 funding years.

Potential applicants are encouraged to check the Caltrans and CTC ATP websites for future updates.

CTC – ATP website: <http://www.catc.ca.gov/programs/ATP.htm>

For project specific and call for project questions, please contact Bryan Ott, District 11 ATP Coordinator at (619) 220-5310 or via email at bryan.ott@dot.ca.gov

Highway Safety Improvement Program (HSIP)

The next call for projects (HSIP Cycle 9) is expected to be announced around May 2018. Please visit the following website periodically for updates.

http://www.dot.ca.gov/hq/LocalPrograms/HSIP/apply_now.htm

For questions, you may contact Bryan Ott, District 11 HSIP Coordinator at (619) 220-5310 or via email at bryan.ott@dot.ca.gov

Architectural & Engineering (A&E) Consultant Contract Review *Office Bulletin #17-02*

A recording of the A&E Exhibit 10-C, Two-Hour Intensive training webinar is now available, along with a PDF of the presentation and all accompanying handouts. This webinar discusses the revised Local Assistance Procedures Manual (LAPM) Exhibit 10-C Consultant Contract Reviewers Checklist and the new procedure in effect requiring all agencies to obtain acceptance of Exhibit 10-C prior to contract award. If you or your staff were not able

Local Assistance (Continued):

to attend one of the 24 in-person training classes or the live webinar we offered, please watch this webinar to learn how to avoid the risk of noncompliance.

Check out our A&E Exhibit 10-C Webinar Recording and Handouts at the following link:

<http://www.localassistanceblog.com/ae-training/>

Subsidized Classes for Local Agencies

The California Local Technical Assistance Program is a jointly funded effort between FHWA and Caltrans to provide local governments with training, information, technology and direct assistance to help improve transportation infrastructure. Upcoming courses are listed at this link:

registration.techtransfer.berkeley.edu/wconnect/ShowSchedule.awp?&Mode=GROUP&Group=:FULL&Title=Complete+Listing

April 9-13, 2018: Federal Aid Series

Location: Caltrans District 11, 4050 Taylor Street, Gallegos Room, San Diego 92110

Additional dates and sites are available statewide.

Registration is not yet opened. Please check for updates through the online registration link below:

<http://www.californialtap.org/index.cfm?pid=1077>

For questions or to register for any training, you may contact Alma Sanchez at (619) 278-3735 or via email at: Alma.Sanchez@dot.ca.gov

Reminder: Division of Local Assistance Listserver Email Subscription

Sign up for a Division of Local Assistance “*Listserver*” to receive significant updates or additions to Local Assistance webpages, including changes to the *Local Assistance Procedures Manual* (LAPM) and Local Assistance Program Guidelines (LAPG), new Office Bulletins and Local Programs Procedures, as well as Calls for Projects.

<http://lists.dot.ca.gov/mailman/listinfo/dla-website-updates-announce>

Local Assistance (Continued):

Reminder: Division of Local Assistance Blog (LAB)

The Caltrans Local Assistance Blog (LAB) provides clarity on issues and contributes to the successful delivery of transportation projects using federal resources. Categories covered by the LAB are: Subsidized Classes for Local Agencies, Policy/Procedures, Program Guidelines, Training, Environmental, and Right of Way.

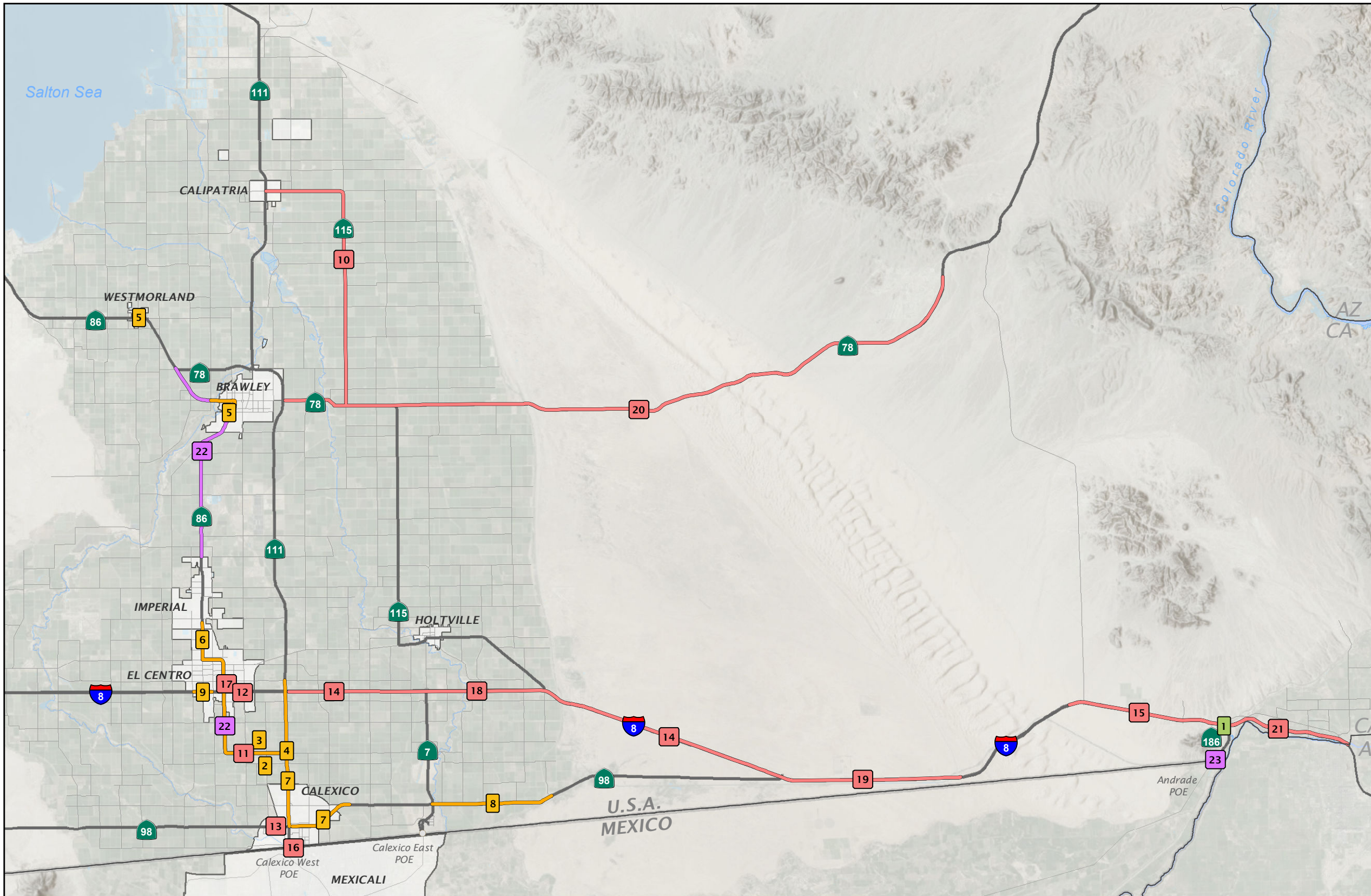
<http://www.localassistanceblog.com>

Reminder: Local Assistance Customer Service Survey

This pilot program supports a Caltrans Strategic Management Plan Goal: Organizational Excellence. An external survey ranked Local Assistance as the Division of Caltrans that external agencies interact with most on a regular basis. HQ-Division of Local Assistance and District Offices will recognize employees who go “above and beyond,” document best practices and identify needed training.

So, how did we do? Help us serve you better! The Caltrans Local Assistance Customer Service Survey can be found at the link provided below.

<https://www.surveymonkey.com/r/CTLocalAssistanceFeedback>



ENVIRONMENTAL

1. SR-186/I-8 Interchange Improvements

DESIGN

2. SR-86/"Heber Ave" Sidewalk, Transit, & ADA Improvements Phases 2 & 3* Design Complete Fall 2017
3. SR-86/Dogwood Road Intersection Improvements* Design Complete Fall 2018
4. SR-86/SR-111 Intersection Improvements* Design Complete Fall 2018
5. SR-86 Pavement Rehabilitation Design Complete
6. SR-86 Pavement Rehabilitation Design Complete
7. SR-111/SR-98 Pavement Rehabilitation Design Complete
8. SR-98 Pavement Rehabilitation Design Complete Fall 2017
9. I-8/Imperial Ave Interchange Improvements Design Complete Spring 2019

CONSTRUCTION

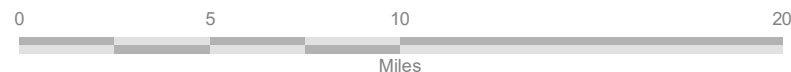
10. SR-115 Pavement Rehabilitation Construction Complete Fall 2017
11. SR-86/"Heber Ave" Sidewalk, Transit, & ADA Improvements Phase 1* Construction Complete
12. Dogwood Road Landscape Plant Establishment Fall 2018
13. SR-98 West Widening Phase 1 B Eady Ave to Ollie Ave Construction Complete Spring 2018
14. I-8 Pavement Rehabilitation at Various Locations Construction Start Summer 2017
15. I-8 Pavement Rehabilitation at Ogilby Rd to SR-186 Construction Start Summer 2017
16. SR-111 Calexico West - GSA POE Reconfiguration* Construction Complete Summer 2018
17. I-8/Dogwood Rd Interchange Improvements Construction Complete Fall 2017
18. I-8 Pavement Rehabilitation Construction Complete
19. I-8 Pavement Rehabilitation Construction Complete
20. SR-78 Pavement Rehabilitation Construction Complete Fall 2017
21. I-8 Pavement Rehabilitation Construction Complete

RELINQUISHMENT

22. SR-86 Relinquishment From SR-78 to SR-111 Senate Bill 788 Approved Fall 2013
23. SR-186 Relinquishment 500 Feet from Border to GSA* Complete Summer 2018



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



Abbreviations:
GSA: General Services Administration

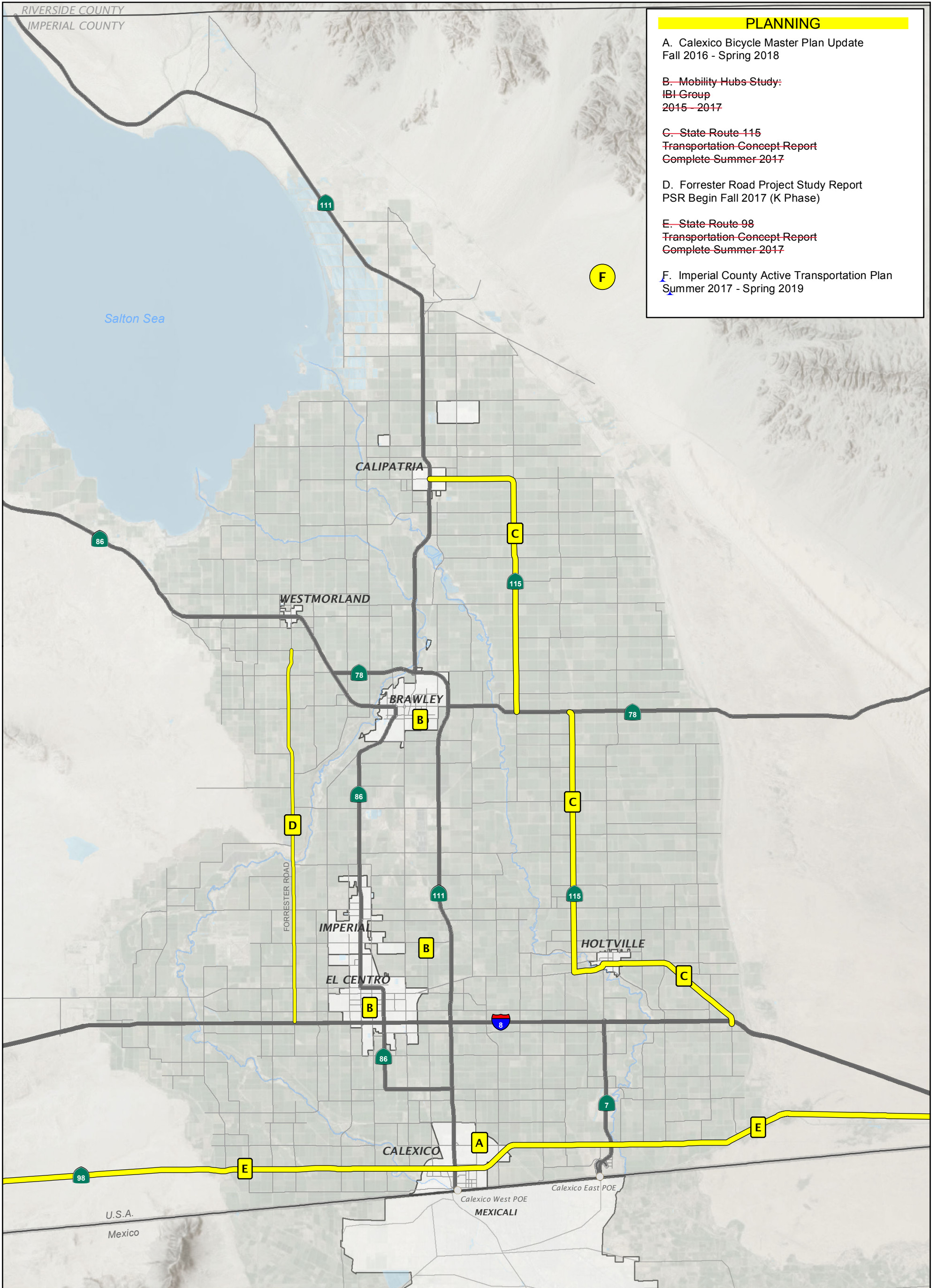
POE: Port of Entry



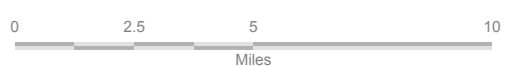
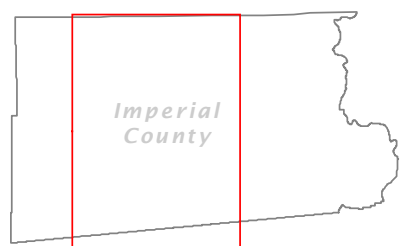
Portions of this map contain geographic information copyrighted by the Imperial County GIS program. All rights reserved. data provided is "as is" without warranty of any kind.

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

IMPERIAL COUNTY STATUS OF TRANSPORTATION STUDIES AND REPORTS



- PLANNING**
- A. Calexico Bicycle Master Plan Update
Fall 2016 - Spring 2018
 - ~~B. Mobility Hubs Study:
IBI Group
2015 - 2017~~
 - ~~C. State Route 115
Transportation Concept Report
Complete Summer 2017~~
 - D. Forrester Road Project Study Report
PSR Begin Fall 2017 (K Phase)
 - ~~E. State Route 98
Transportation Concept Report
Complete Summer 2017~~
 - F. Imperial County Active Transportation Plan
Summer 2017 - Spring 2019



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.

Date: 06/08/2017

VIII. ACTION CALENDAR

VIII. ACTION CALENDAR

B. UTN PUBLIC HEARING FOR FISCAL YEAR 2018-19



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

December 8, 2017

Maria Nava-Froelich, Chair
Imperial County Transportation Commission
1503 N. Imperial Ave. Suite 104
El Centro, Ca. 92243

SUBJECT: Unmet Transit Needs Public Hearing - for Fiscal Year 2018-19

Dear Commission Members:

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.

In the recent past, these Public Hearings have been held in the January - March time frame at the IID Board Chambers in El Centro, at approximately 3:00PM. ICTC is required to select the Hearing Panel from the elected official members of the Commission. It has been customary to appoint five members with two alternates. Typically, two members from the County are selected, with three City representatives. The alternates are also from the Cities.

The Panel meets twice, once for the actual hearing and then reconvenes approximately one month later to review testimony and adopt the "Findings" or actions to be implemented in the subsequent fiscal year. The date of the second meeting is determined by the panel members during the preliminary meeting. ICTC staff issue the public notices and coordinates administrative arrangements, which includes bilingual translation.

Last year the panel members were:

George Nava Councilmember, City of Brawley, Chairman
Larry Ritchie Councilmember, City of Westmorland
Cheryl Viegas-Walker Councilmember, City of El Centro

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

A Thursday afternoon or evening hearing is recommended, as there are typically no regularly scheduled City Council Board meetings; and the public is generally able to attend.

In addition, it was noted by a recent TDA performance auditor that ICTC should reaffirm and adopt the definition of "Unmet Transit Needs" and "Reasonable to Meet" (see attachment).

ICTC Management Committee will meet on December 13th and it is anticipated that they will forward this item to the Commission for review and approval after public comment, if any:

1. Appoint the Unmet Transit Needs Hearing Panel: two members from the County, three City representatives with two City alternates.
2. Select a Public Hearing date of February 1 or February 22, 2018 and the set the time of the hearing.
3. Direct staff to conduct the administrative arrangements.
4. Adopt the definition of "Unmet Transit Needs" and "Reasonable to Meet" as published and utilized by the Executive Committee of the Southern California Association of Governments (SCAG) in 1981 and the Imperial Valley Association of Governments (IVAG) in 1992.
5. Authorize the Executive Director or his designee to sign the allocation disbursement instructions.
6. Authorize ICTC staff to process the TDA claims in accordance with regulations.

Sincerely,

MARK BAZA
Executive Director

BY: 

Kathi Williams
Transit Programs Manager

MB/ksw/cl

IMPERIAL VALLEY
ASSOCIATION OF GOVERNMENTS

RICHARD H. INMAN, Sr.
REGIONAL COUNCIL COORDINATOR

COUNTY ADMINISTRATION CENTER
940 W. MAIN STREET
EL CENTRO, CA 92243-2875
FAX: (619) 352-7876

RECEIVED
OCT 28 1992
DEPT. OF PUBLIC WORKS
IMPERIAL COUNTY

REGIONAL COUNCIL

The IVAG Regional Council met on October 28, 1992, and took the following actions on a motion by:

Member: Tony Tirado, seconded by Linda Britschgi and approved by the following vote:


- AYES: Sanders, Hines, Martin and Cole
- NAYS: None
- ABSTAINED: None
- EXCUSED OR ABSENT: Smart and Woelke

IN REFERENCE TO ITEM 5 OF AGENDA:

The following actions were taken relating to AB3799 (Umberg) - Transportation Development:

- (1) Adopt the definition of "Unmet Transit Needs" and "Reasonable to Meet" as published and utilized by the SCAG Executive Committee in 1981.
- (3) Authorize the County Director of Public Works and the Deputy Director of Public Works - Administration, to sign the allocation disbursement instructions.
- (4) Authorize staff to process TDA claims in accordance with regulations.

I, Richard H. Inman, Sr., IVAG Regional Council Coordinator, certify that this is a true copy of actions taken on the 28th day of October, 1992, by the IVAG Regional Council.



RICHARD H. INMAN, Sr.
IVAG REGIONAL COUNCIL COORDINATOR

CITIES OF: BRAWLEY, CALEXICO, CALIPATRIA, EL CENTRO, HOLTVILLE, IMPERIAL, WESTMORLAND,
COUNTY OF IMPERIAL

DEFINITION: UNMET TRANSIT NEEDS

Unmet Transit needs are at a minimum, those public transportation or specialized transportation services that are identified in the Regional Short Range Transit Plan, Regional Transportation Plan or similar Mobility Plan, that have not been implemented or funded.

DEFINITION: REASONABLE TO MEET

Reasonable to Meet shall include all of the following factors:

Community Acceptance: Whether or not the community will allow buses or a facsimile in their area.

Timing: Whether or not the social, economic or political environment is amiable to project implementation.

Equity: The fair availability of the service to all affected persons.

Economy: The project can be implemented at reasonable cost.

Cost Effectiveness: The ratio of the service cost to product shall be at or below the standards of evaluation criteria, or minimum farebox ratio (10%).

Adopted: IVAG Regional Council October 28, 1992

VIII. ACTION CALENDAR

VIII. ACTION CALENDAR

C. GOALS AND OBJECTIVES FOR THE FY 2017-18 SRTP



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

December 8, 2017

Maria Nava-Froelich, Chair
Imperial County Transportation Commission
1503 N. Imperial Ave., Suite 104
El Centro, Ca. 92243

SUBJECT: Goals and Objectives for the FY 2017-18 Short Range Transit Plan (SRTP)

Dear Commission Members:

The Commission will soon undergo a short range planning process for transit services. The previous SRTP was developed and adopted in 2011. Prior to that, the SRTP was completed in 2004. The SRTP is a planning effort that will take approximately 12 months, with the final product scheduled to be presented to the Commission for approval in November 2018.

The process includes a review of our communities and existing services; the existing level of service provided; the potential for new services; and, a forecast of anticipated revenues. The consultant team will also conduct a peer review; and, spend time reviewing circulation and development plans, trip generators and performance data. The team will also conduct bilingual workshops and interact with member agency staff to develop recommendations.

The 2011 SRTP (243 pages) contains several key elements that should be reviewed prior to the start of the FY 2017-18 SRTP. This review and any subsequent direction will provide guidance for the consultant's work effort. The following is the direction given for the goals and objectives of the 2011 SRTP.

As described in the attachment from Section 1.1, Pages 1-1 to 1-2 of the 2011 SRTP:

"...the goals of the transit system, based on those adopted in the 2004 SRTP, are outlined below. These goals may be adjusted through this SRTP process. One potential new goal would be to attract choice riders and not only the transit dependent; however, if choice riders are to be pursued, implications such as some shifting of planning and resources away from the transit dependent to those with other mobility options must be acknowledged.

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

The existing (2011) goals are as follows:

1. *Provide mobility to all residents of Imperial County. Service levels are determined by demand, with all areas receiving service but those with more demand for transit receiving more service.*
2. *Connect residents of Imperial County with medical, social service and educational facilities throughout the County.*
 - a. *Resources should be deployed with the following priorities (ranked 1-4):*
 - (1) *access to major medical, (2) access to social services facilities, (3) access to educational facilities, (4) access to employment.*
 - b. *Support economic development such as commercial centers, retail and entertainment destinations.*
 - c. *Provision of transit as a transportation alternative for the general public.*

In order to move toward these goals for ICTC's transit system, this study should work to:

1. *Maximize the efficiency of the system by deploying appropriate resources to areas where they are needed most.*
 - a. *Reduce crowding and increase frequency in denser areas where appropriate*
 - b. *Provide an appropriate amount of service for rural areas*
 - c. *Encourage coordination between all services, including cross-training between agencies (including those that are competitors) and the ability to cover service for other providers*
 - d. *Eliminate duplicate services*
2. *Maximize usage of the system by serving all major trip generators and ensuring passengers can make the necessary connections to reach those destinations. ...”*

The ICTC Management Committee will meet on December 13th and is expected that they will forward this item to the Commission for their review and approval to re-affirm the goals and/or provide direction to staff for any changes after the receipt of public comment.

1. To reaffirm the Goals from the 2011 Short Range Transit Plan, as the guiding principles for the development of the FY 2017-18 Short Range Transit Plan.

Sincerely,

MARK BAZA
Executive Director

BY: 

Kathi Williams
Transit Programs Manager

MB/ksw/cl

attachment

1.0 DEVELOPMENT OF GOALS/OBJECTIVES AND STANDARDS/GUIDELINES

This chapter outlines goals for the Imperial County Transportation Commission's (ICTC) transit system and objectives for this Short Range Transit Plan, as well as outlines standards and guidelines for the transit system and evaluates the existing services against them. Service standards and guidelines are presented separately for ICTC's fixed route services (IV Transit) and demand response services (AIM Transit/IVT Access, Med-Express, Dial-a-Ride services). For the purpose of this study, standards represent those requirements stipulated in the operating contracts for each service while guidelines represent appropriate goals considering the level and type of service provided.

1.1 Goals and Objectives

This section identifies goals and objectives for ICTC transit services going forward. Based on the 2004 Short Range Transit Plan (SRTP), "the mission of Imperial County's public transit system is to improve the quality of life for the residents of Imperial County through a coordinated, accessible, affordable and efficient countywide transportation system." Similarly, the vision statement is that "the transit network provides safe, affordable and reliable transportation service that first meets the needs of the transit dependent in communities within Imperial County by providing access to healthcare, education, employment, public services, shopping and recreational facilities, and eventually allows anyone to go anywhere in the region easily and effectively."

Overall, the goals of the transit system, based on those adopted in the 2004 SRTP, are outlined below. These goals may be adjusted through this SRTP process. One potential new goal would be to attract choice riders and not only the transit dependent; however, if choice riders are to be pursued, implications such as some shifting of planning and resources away from the transit dependent to those with other mobility options must be acknowledged. The existing goals are as follows:

1. Provide mobility to all residents of Imperial County. Service levels are determined by demand, with all areas receiving service but those with more demand for transit receiving more service.
2. Connect residents of Imperial County with medical, social service and educational facilities throughout the county.
 - a. Resources should be deployed with the following priorities (ranked 1-4): (1) access to major medical and social services facilities, (2) access to educational facilities, (4) access to employment.
 - b. Support economic development such as commercial centers, retail and entertainment destinations.

- c. Provision of transit as a transportation alternative for the general public.

In order to move toward these goals for ICTC's transit system, this study should work to:

1. Maximize the efficiency of the system by deploying appropriate resources to areas where they are needed most.
 - a. Reduce crowding and increase frequency in denser areas where appropriate
 - b. Provide an appropriate amount of service for rural areas
 - c. Encourage coordination between all services, including cross-training between agencies (including those that are competitors) and the ability to cover service for other providers
 - d. Eliminate duplicate services
2. Maximize usage of the system by serving all major trip generators and ensuring passengers can make the necessary connections to reach those destinations.

VIII. ACTION CALENDAR

VIII. ACTION CALENDAR

D. SRTP FOR THE ICTC—FY 2017-18



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

December 8, 2017

Maria Nava-Froelich, Chair
Imperial County Transportation Commission
1503 N Imperial Ave., Suite 104
El Centro, Ca. 92243

SUBJECT: Short Range Transit Plan (SRTP) for the Imperial County Transportation Commission – FY 2017-18

Dear Commission Members:

Transportation Planning Agencies typically conduct a short range and a long range planning process for transit services. The most recent SRTP was developed and adopted in 2011. There have been several changes and updates to services and the communities served since that time frame. As a response, the Commission approved the work effort and budget for a new SRTP in the FY 2017-18 Overall Work Program and Budget.

The SRTP is a planning effort that will take approximately 12 months with the final product expected to be due back for Commission approval in approximately November 2018. The process includes the review of existing services and communities, with the level of service provided, the potential for new services and forecasts of anticipated revenues. The consultant team will also conduct a peer review, spend time reviewing circulation and development plans, trip generators and performance data. The team will also conduct bilingual workshops and interact with member agency staff to develop recommendations.

Several of the specific study areas included in the scope of work include, but are not limited to:

- a. Review of continued applicability of yet to be implemented recommendations in prior 2011 SRTP.
- b. Expansion of service of the existing IVT intra-city circulators; IVT Blue, Green and Gold service on Saturdays and Sundays
- c. Expansion of the existing IVT services beyond the Primary Service Corridor on Sundays i.e. Westmorland, Calipatria and Niland
- d. Operating IVT services on a limited schedule on federal holidays

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

- e. Feasibility of continuation of the existing limited transit service in the West Shores of the Salton City Area, and potential connections to the Indio/Coachella area in Riverside County including connections to medical facilities
- f. Expansion for limited days of the week of IVT RIDE intra-city service within to the Cities of Calipatria, Holtville and the community of Heber
- g. Review of the effects of the revised ADA Certification and Eligibility process implemented January 2017 for IVT Access
- h. Expansion of IVC Express services to and from Imperial Valley College (IVC) in the later afternoon and evening hours

A Request for Proposal was circulated in October for a suitable consultant team. A proposal review team consisting of ICTC, Caltrans, SCAG staff and a representative of the Social Services Transportation Advisory Council (SSTAC) scored and ranked the proposals. The firms were then called back for oral interviews conducted on October 24th 2017.

The final ranking listed below was based on technical qualifications, prior experience, methodology, staff qualifications and price/best value. The ranking is listed as follows:

<u>NAME</u>	<u>RANKING</u>	<u>PRICE</u>	<u>Cost/Hour</u>
AECOM	1	\$147,985	\$152.72
Moore and Associates	2	\$149,676	\$103.94
IBI Group	3	\$149,962	\$158.52
Boyle/AMMA	4	\$149,991	\$152.28

All of the firms are capable of completing the project. However, AECOM demonstrated a more in depth familiarity with the operating conditions and a vastly superior bilingual public outreach plan, for gathering information from the passenger ridership and various demographic groups.

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

The cost for this project at \$150,000 was identified and approved in the ICTC FY 2017-18 OWP and budget (7416001-525010).

ICTC Management Committee will meet on December 13th, and it is anticipated that they will forward this item to the ICTC Commission for review and approval, after the receipt of public comment.

1. Approve the award of the Consultant Agreement for the FY 2017-18 Short Range Transit Plan for the Imperial County Transportation Commission, to AECOM for the fee of \$147,985.

Sincerely,

MARK BAZA
Executive Director

BY: 

Kathi Williams
Transit Programs Manager

MB/ksw/cl

attachment

1 AGREEMENT FOR SERVICES

2
3 THIS AGREEMENT FOR SERVICES (“Agreement”), made and entered into this _____ day
4 of _____, 2017, is by and between the **IMPERIAL COUNTY TRANSPORTATION**
5 **COMMISSION** (“ICTC”) and **AECOM TECHNICAL SERVICES, INC.**, a California corporation
6 (“CONSULTANT”) (individually, “Party;” collectively, “Parties”).

7 **WITNESSETH**

8 **WHEREAS**, ICTC desires to retain a qualified individual, firm or business entity to provide
9 professional services for a short range transit plan (“the Project”); and

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

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

14 1. DEFINITIONS.

15 1.1. “RFP” shall mean ICTC’s request for proposals entitled “The Imperial County
16 Transportation Commission (ICTC) FY 2017 Short Range Transit Plan Request For Proposal” dated
17 September 2017. The RFP is attached as **Exhibit “A”** and incorporated herein by this reference.

18 1.2. “Proposal” shall mean CONSULTANT’s proposal entitled “Request for Proposal Imperial
19 County Transportation Commission (ICTC) Short Range Transit Plan 2017” dated October 6, 2017. The
20 Proposal is attached as **Exhibit “B”** and incorporated herein by this reference.

21 2. CONTRACT COORDINATION.

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

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28 ///

1 3. DESCRIPTION OF WORK.

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

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

7 4. WORK TO BE PERFORMED BY CONSULTANT.

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

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

12 4.3. CONSULTANT shall:

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

16 4.3.2. Use the standard of care usual to CONSULTANT's profession to keep itself fully
17 informed of all applicable existing and proposed federal, state and local laws, ordinances,
18 regulations, orders and decrees which may affect those engaged or employed under this Agreement,
19 any materials used in CONSULTANT's performance under this Agreement or the conduct of the
20 services under this Agreement. The full extent of CONSULTANT's responsibility with respect to
21 the services shall be to perform in accordance with the above professional standards and to remedy
22 any material deficiencies or defects in the deliverables at CONSULTANT's own expense, provided
23 that CONSULTANT is notified by ICTC, in writing, of any such deficiency or defect within a
24 reasonable period after discovery thereof, but in no event later than one (1) year after
25 CONSULTANT's completion or termination of the services. CONSULTANT MAKES NO
26 OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING
27 ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE,
28 MERCHANTABILITY, INFORMATIONAL CONTENT OR OTHERWISE;

1 4.3.3. At all times observe and comply with, and cause all of its employees to observe and
2 comply with all of said laws, ordinances, regulations, orders and decrees mentioned above; and

3 4.3.4. Immediately report to ICTC in writing any discrepancy or inconsistency it discovers
4 in said laws, ordinances, regulations, orders and decrees mentioned above in relation to any plans,
5 drawings, specifications or provisions of this Agreement.

6 4.4. Any videotape, reports, information, data or other material given to, or prepared or
7 assembled by, CONSULTANT pursuant to this Agreement shall be the property of ICTC and shall not be
8 made available to any individual or organization by CONSULTANT without the prior written approval of
9 ICTC. The preceding restriction shall not apply to information which is in the public domain, was
10 previously known to CONSULTANT, was acquired by CONSULTANT from others who have no
11 confidential relationship to ICTC with respect to same, or which through no fault of CONSULTANT
12 comes into the public domain. CONSULTANT shall not be restricted from releasing information, including
13 confidential information, in response to a subpoena, court order, or other legal process. CONSULTANT
14 shall not be required to resist such subpoena, court order, or legal process, but shall promptly notify ICTC
15 in writing of the demand for information before responding to such demand.

16 5. REPRESENTATIONS BY CONSULTANT.

17 5.1. CONSULTANT understands and agrees that ICTC has limited knowledge in the multiple
18 areas specified in the Proposal. CONSULTANT has represented itself to have experience in these fields
19 and understands that ICTC is relying upon such representation.

20 5.2. Subject to 5.2.1, CONSULTANT represents and warrants that it is a lawful entity
21 possessing all required licenses and authorities to do business in the State of California and perform all
22 aspects of this Agreement.

23 5.2.1. CONSULTANT shall not commence any work pursuant to this Agreement or
24 provide any other services, or materials, in connection therewith until CONSULTANT has received
25 written authorization from ICTC to do so.

26 5.3. CONSULTANT represents and warrants that the people executing this Agreement on behalf
27 of CONSULTANT have the authority of CONSULTANT to sign this Agreement and bind
28 CONSULTANT to the performance of all duties and obligations assumed by CONSULTANT herein.

1 5.4. CONSULTANT represents and warrants that any employee, contractor and/or agent who
2 will be performing any of the duties and obligations of CONSULTANT herein possess all required licenses
3 and authorities, as well as the experience and training, to perform such tasks.

4 5.5. CONSULTANT represents and warrants that the allegations contained in the Proposal are
5 true and correct.

6 5.6. CONSULTANT understands that ICTC considers the representations made herein to be
7 material and would not enter into this Agreement with CONSULTANT if such representations were not
8 made.

9 6. COMPENSATION.

10 The total compensation payable under this Agreement shall not exceed one hundred forty seven
11 thousand nine hundred eighty five dollars (\$147,985.00) unless otherwise previously agreed to by ICTC.

12 7. PAYMENT.

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

19 8. METHOD OF PAYMENT.

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

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

25 9.1. This Agreement shall commence on the date first written above and shall remain in effect
26 through completion of the Project otherwise terminated as provided herein.

27 9.2. Program scheduling shall be as described in Exhibit "A" unless revisions to Exhibit "A" are
28 approved by both ICTC and CONSULTANT's Contract Manager. Time extensions may be allowed for

1 delays caused by ICTC, other governmental agencies, or factors not directly brought about by the
2 negligence or lack of due care on the part of CONSULTANT.

3 10. SUSPENSION OF AGREEMENT.

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

8 11. SUSPENSION AND/OR TERMINATION.

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

17 11.2. Upon such termination, CONSULTANT shall immediately turn over to ICTC any and all
18 copies of videotapes, studies, sketches, drawings, computations and other data, whether or not completed,
19 prepared by CONSULTANT in connection with this Agreement. Such materials shall become the
20 permanent property of ICTC.

21 12. INSPECTION.

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

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1 13. OWNERSHIP OF MATERIALS.

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

5 14. INTEREST OF CONSULTANT.

6 14.1. CONSULTANT covenants that it presently has no interest, and shall not acquire any
7 interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the
8 performance of the services hereunder.

9 14.2. CONSULTANT covenants that, in the performance of this Agreement, no sub-contractor or
10 person having such an interest shall be employed.

11 14.3. CONSULTANT certifies that no one who has or will have any financial interest pursuant to
12 this Agreement is an officer or employee of ICTC.

13 15. INDEMNIFICATION.

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

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

26 This section shall survive termination or expiration of this Agreement.

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1 16. INDEPENDENT CONTRACTOR.

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

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

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

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

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

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

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

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

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

1 17. INSURANCE.

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

8 (i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as
9 broad as the most current version of Insurance Services Office (ISO) Commercial General
10 Liability Coverage Form CG 00 01 and include insurance for "bodily injury," "property damage"
11 and "personal and advertising injury" with coverage for premises and operations (including the
12 use of owned and non-owned equipment), products and completed operations, and contractual
13 liability with limits of liability of not less than the following:

14 \$1,000,000 per occurrence for bodily injury and property damage

15 \$1,000,000 per occurrence for personal and advertising injury

16 \$2,000,000 aggregate for products and completed operations

17 \$2,000,000 general aggregate

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

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

25 (iv) EMPLOYERS' LIABILITY insurance with limits of liability of not less than
26 \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each
27 employee.
28

1 (v) PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS) insurance appropriate
2 to CONSULTANT'S profession, with limits of liability of not less than \$1,000,000 per
3 claim/occurrence and \$2,000,000 policy aggregate.

4 In the event CONSULTANT maintains insurance or self-insurance with broader coverage and/or
5 limits of liability greater than those shown above, ICTC requires and shall be entitled to the broader
6 coverage and/or the higher limits of liability maintained by CONSULTANT. Any available insurance
7 proceeds in excess of the specified minimum limits of insurance and coverage shall be available to
8 ICTC.

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

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

26 The General Liability and Automobile Liability insurance policies shall be written on an
27 occurrence form and shall name ICTC, its members, board members, officers, employees, agents and
28 volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so

1 CONSULTANT'S insurance shall be primary and no contribution shall be required of ICTC. The
2 coverage shall contain no special limitations on the scope of protection afforded to ICTC, its members,
3 board members, officers, employees, agents and volunteers. The Workers' Compensation insurance
4 policy shall contain a waiver of subrogation as to ICTC, its members, board members, officers,
5 employees, agents and volunteers.

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

- 8 1. The retroactive date must be shown, and must be before the effective date of the
9 Agreement or the commencement of work by CONSULTANT.
- 10 2. Insurance must be maintained and evidence of insurance must be provided for at least 3
11 years after any expiration or termination of the Agreement or, in the alternative, the
12 policy shall be endorsed to provide not less than a 3-year discovery period.
- 13 3. If coverage is canceled or non-renewed, and not replaced with another claims-made
14 policy form with a retroactive date prior to the effective date of the Agreement or the
15 commencement of work by CONSULTANT, CONSULTANT must purchase extended
reporting coverage for a minimum of 3 years following the expiration or termination of
the Agreement.
4. A copy of the claims reporting requirements must be submitted to ICTC for review.
5. These requirements shall survive expiration or termination of the Agreement.

16 CONSULTANT shall furnish ICTC with all certificate(s) and applicable endorsements effecting
17 coverage required hereunder. All certificates and applicable endorsements are to be received by ICTC
18 and approved by ICTC's Executive Director or his/her designee prior to ICTC's execution of the
19 Agreement and before work commences. In the event of any claim and/or litigation arising or alleged to
20 have arisen out of this Agreement, CONSULTANT shall immediately furnish ICTC with a complete
21 copy of any insurance policy required under this Agreement, including all endorsements applicable to
22 this contract, with said copy certified by the underwriter to be a true and correct copy of the original
23 policy. This requirement shall survive expiration or termination of this Agreement.

24 If at any time during the life of this Agreement or any extension, CONSULTANT or any of its
25 subcontractors fail to maintain any required insurance in full force and effect, all work under this
26 Agreement shall be discontinued immediately, and all payments due or that become due to
27 CONSULTANT shall be withheld until notice is received by ICTC that the required insurance has been
28 restored to full force and effect and that the premiums therefore have been paid for a period satisfactory

1 to ICTC. Any failure to maintain the required insurance shall be sufficient cause for ICTC to terminate
2 this Agreement. No action taken by ICTC hereunder shall in any way relieve CONSULTANT of its
3 responsibilities under this Agreement.

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

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

19 18. ASSIGNMENT.

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

23 19. NON-DISCRIMINATION.

24 During the performance of this Agreement, CONSULTANT shall not unlawfully discriminate
25 against any employee or applicant for employment or employee of ICTC or member of the public
26 because of race, religion, color, national status, age, or sex. CONSULTANT shall ensure that the
27 evaluation and treatment of its employees and applicants for employment and employees and members
28 of the public are free of such discrimination. CONSULTANT shall comply with all provisions of the

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

12 20. NOTICES AND REPORTS.

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

15 **ICTC**

16 Attn: Executive Director
17 Imperial County Transportation Commission
18 1405 N. Imperial Ave., Ste 1
19 El Centro, CA 92243

CONSULTANT

20 Attn: Project Manager
21 AECOM Technical Services, Inc.
22 One Penn Plaza, Suite 600
23 New York, NY 10119

24 20.2. All notices and reports pursuant to this Agreement may be given by personal delivery or
25 by mailing by certified mail at such other address as either Party may designate in a notice to the other
26 Party given in such manner.

27 20.3. Any notice given by mail shall be considered given when deposited in the United States
28 Mail, postage prepaid, addressed as provided herein.

29 21. ENTIRE AGREEMENT.

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

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1 22. MODIFICATION.

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

4 23. PARTIAL INVALIDITY.

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

8 24. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.

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

16 25. WAIVER.

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

20 26. CHOICE OF LAW.

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

24 27. ATTORNEY'S FEES.

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

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1 28. AUTHORITY.

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

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

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

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

9 29. COUNTERPARTS.

10 This Agreement may be executed in counterparts.

11 30. REVIEW OF AGREEMENT TERMS.

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

16 31. GENERAL LIMITING CONDITIONS.

17 a. The Deliverables are based on estimates, assumptions, information developed by
18 CONSULTANT from its independent research effort, general knowledge of the industry, and
19 information provided by and consultations with ICTC and ICTC's representatives. No responsibility is
20 assumed for inaccuracies in data provided by the ICTC, the ICTC's representatives, or any third-party
21 data source used in preparing or presenting the Deliverables. CONSULTANT assumes no duty to update
22 the information contained in the Deliverables unless such additional services are separately retained
23 pursuant to a written agreement signed by CONSULTANT and ICTC.

24 b. CONSULTANT's findings represent its professional judgment. Neither CONSULTANT
25 nor its parent corporations, nor their respective affiliates or subsidiaries ("CONSULTANT Entities")
26 make any warranty or guarantee, expressed or implied, with respect to any information or methods
27 contained in or used to produce the Deliverables.

28 c. The Deliverables shall not to be used in conjunction with any public or private offering of

1 securities, debt, equity, or other similar purpose where it may be relied upon to any degree by any
2 person other than the ICTC. The Deliverables shall not be used for purposes other than those for which
3 they were prepared or for which prior written consent has been obtained from CONSULTANT.

4 d. Possession of the Deliverables does not carry with it any right of publication or the right
5 to use the name of CONSULTANT in any manner without the prior express written consent of
6 CONSULTANT. No party may reference CONSULTANT with regard to any abstract, excerpt or
7 summarization of the Deliverables without the prior written consent of CONSULTANT.
8 CONSULTANT has served solely in the capacity of consultant and has not rendered any expert opinions
9 in connection with the subject matter hereof. Any changes made to the Deliverables, or any use of the
10 Deliverables not specifically identified in the Agreement between the ICTC and CONSULTANT or
11 otherwise expressly approved in writing by CONSULTANT, shall be at the sole risk of the party making
12 such changes or use.

13 e. The Deliverables were prepared solely for the use by the ICTC. No third party may rely
14 on the Deliverables unless expressly authorized by CONSULTANT in writing (including, without
15 limitation, in the form of a formal reliance letter). Any third party expressly authorized by
16 CONSULTANT in writing to rely on the Deliverables may do so only on the Deliverable in its entirety
17 and not on any abstract, excerpt or summary. Entitlement to rely upon the Deliverables is conditioned
18 upon the entitled party accepting full responsibility for such use, strict compliance with this Agreement
19 and not holding CONSULTANT liable in any way for any impacts on the forecasts or the earnings
20 resulting from changes in "external" factors such as changes in government policy, in the pricing of
21 commodities and materials, changes in market conditions, price levels generally, competitive
22 alternatives to the project, the behavior of consumers or competitors and changes in the ICTC's policies
23 affecting the operation of their projects.

24 f. The Deliverables may include "forward-looking statements". These statements relate to
25 CONSULTANT's expectations, beliefs, intentions or strategies regarding the future. These statements
26 may be identified by the use of words like "anticipate," "believe," "estimate," "expect," "intend,"
27 "may," "plan," "project," "will," "should," "seek," and similar expressions. The forward-looking
28 statements reflect CONSULTANT's views and assumptions with respect to future events as of the date

1 of the Deliverables and are subject to future economic conditions, and other risks and uncertainties.
2 Actual and future results and trends could differ materially from those set forth in such statements due to
3 various factors, including, without limitation, those discussed in the Deliverables. These factors are
4 beyond CONSULTANT's ability to control or predict. Accordingly, CONSULTANT makes no
5 warranty or representation that any of the projected values or results contained in the Deliverables will
6 actually occur or be achieved. The Deliverables are qualified in their entirety by, and should be
7 considered in light of, these limitations, conditions and considerations.

8 32. CONSEQUENTIAL DAMAGES WAIVER. IN NO EVENT SHALL EITHER PARTY
9 THEIR PARENTS, AFFILIATES AND SUBSIDIARIES OR THEIR RESPECTIVE DIRECTORS
10 OFFICERS OR EMPLOYEES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL,
11 SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING,
12 WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE, LOSS OF USE OR
13 INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THIS AGREEMENT,
14 EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15 33. RISK ALLOCATION AND RESTRICTION OF REMEDIES. THE PARTIES HAVE
16 EVALUATED THE RESPECTIVE RISKS AND REMEDIES UNDER THIS AGREEMENT AND
17 AGREE TO ALLOCATE THE RISKS AND RESTRICT THE REMEDIES TO REFLECT THAT
18 EVALUATION. ICTC AGREES TO RESTRICT ITS REMEDIES UNDER THIS AGREEMENT
19 AGAINST SERVICE PROVIDER, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND
20 THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS AND EMPLOYEES, SO THAT
21 THE TOTAL AGGREGATE LIABILITY OF THE SERVICE PROVIDER SHALL NOT EXCEED
22 THE ACTUAL PAID COMPENSATION FOR THE SERVICES. THIS RESTRICTION OF
23 REMEDIES SHALL APPLY TO ALL SUITS, CLAIMS, ACTIONS, LOSSES, COSTS (INCLUDING
24 ATTORNEY FEES) AND DAMAGES OF ANY NATURE ARISING FROM OR RELATED TO
25 THIS AGREEMENT WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH
26 LIABILITY IS IMPOSED. CLAIMS MUST BE BROUGHT WITHIN ONE CALENDAR YEAR
27 FROM PERFORMANCE OF THE SERVICES UNLESS A LONGER PERIOD IS REQUIRED BY
28 LAW.

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

3 **IMPERIAL COUNTY TRANSPORTATION COMMISSION:**

4
5 _____
6 Chair

7 **ATTEST:**

8
9 _____
10 **CRISTI LERMA**
11 Secretary to the Commission

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CONSULTANT:

By: *Teri Fenner*
TERI FENNER
Associate Vice President

APPROVED AS TO FORM:

KATHERINE TURNER
COUNTY COUNSEL

By: *Eric Havens*
Eric Havens
Deputy County Counsel