



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

**TRANSPORTATION COMMISSION
DRAFT AGENDA**

**WEDNESDAY, JULY 25, 2018
6:00 PM**

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

CHAIR: LUIS PLANCARTE

VICE CHAIR: ROBERT AMPARANO

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 the ICTC Commission Draft Minutes: June 27, 2018
B. Receive and File:
1. ICTC Management Committee Draft Minutes: June 13, 2018

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

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

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

VI. ACTION CALENDAR

- A. Agreement with Token Transit for Electronic Ticketing and Purchasing

The ICTC Management Committee met on July 11, 2018 and forwards this item to the Commission for their review and approval after public comment, if any:

1. Authorize the Chairman to sign the Agreement with Token Transit to provide electronic ticketing and purchasing services effective July 1, 2018 through June 30, 2019

VII. INFORMATION CALENDAR

- A. Senate Bill 1 and Proposition 6

VIII. CLOSED SESSION

- A. Motion to Adjourn to Closed Session
- B. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code §54957)
Title: ICTC Executive Director
- C. CONFERENCE WITH LABOR NEGOTIATORS (Government Code § 54957.6)
Agency Designated Representative: Eric Havens, ICTC Counsel
Unrepresented Employee: Executive Director
- D. Announcement of Closed Session Action(s)

IX. ACTION CALENDAR

- A. Discussion / Action regarding Compensation Adjustment per Employment Agreement for the Position of Executive Director

X. MEETING DATE AND PLACE

- A. The next meeting of the **Imperial County Transportation Commission** will be held on **Wednesday, August 22, 2018** at **6:00 p.m.**, at the **County of Imperial Board Chambers**, at 940 W. Main Street, El Centro, CA.

XI. ADJOURNMENT

- A. Motion to adjourn

IV. CONSENT CALENDAR

A. Approval of the ICTC Commission Draft Minutes:

June 27, 2018

B. Receive and File:

1. ICTC Management Committee Draft Minutes :

June 13, 2018

IMPERIAL COUNTY TRANSPORTATION COMMISSION

DRAFT MINUTES FOR May 23, 2018

6:00 p.m.

VOTING MEMBERS PRESENT:

City of Brawley	George Nava
City of Calipatria	Maria Nava-Froelich
City of El Centro	Alex Cardenas (alt.)
City of Holtville	Jim Predmore
City of Imperial	James Tucker (alt.)
City of Westmorland	Larry Ritchie
County of Imperial	Luis Plancarte – Chairman
County of Imperial	Ryan Kelley

NON-VOTING MEMBERS PRESENT: Caltrans District 11 Ann Fox

STAFF PRESENT: Mark Baza, Kathi Williams, Cristi Lerma, Michelle Bastidas, Virginia Mendoza, David Aguirre

OTHERS PRESENT: Eric Havens: ICTC Counsel; David Salgado: SCAG; Eric Estell: First Transit

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, June 27, 2018 together with staff reports and related documents attached thereto and incorporated therein by reference.

I. CALL TO ORDER AND ROLL CALL

Chair Plancarte called the Commission meeting to order at 7:02 p.m. Roll call was taken and a quorum was not present.

II. EMERGENCY ITEMS

There were none.

III. PUBLIC COMMENTS

There were none.

IV. CONSENT CALENDAR

A motion was made by Nava and seconded by Predmore to approve the consent calendar as presented. **Motion Carried** with 2 abstentions for item A only by Calipatria and El Centro.

- A. Approved the ICTC Commission Draft Minutes: April 25, 2018
May 23, 2018
- B. Received and File:
 - 1. ICTC Management Committee Minutes: May 9, 2018
 - 2. ICTC Management Committee Draft Minutes: June 13, 2018
 - 3. ICTC TAC Minutes: April 26, 2018
 - 4. ICTC SSTAC Minutes: April 4, 2018
 - 5. ICTC SSTAC Draft Minutes: May 2, 2018
- C. Application for Federal Transit Administration (FTA) Section 5311 Program Funds , FY 2018-19

1. Adopted the attached resolution authorizing the Executive Director to sign the FTA 5311 FY 2018-19 grant application and all supporting documentation, and, submit the application to Caltrans.
- D. Resolution to Adopt the Caltrans Local Assistance Procedures Manual policies and procedures from Chapter 10 – Consultant Selection for the Calexico Intermodal Transportation Center Project
1. Authorized the Chairman to sign the resolution authorizing the Imperial County Transportation Commission’s adoption of the policies and procedures of the California Department of Transportation Local Assistance Procedures Manual Chapter 10: Consultation Selection for all Congestion Mitigation and Air Quality funded projects
- E. Acceptance of First Transit Inc. Drug and Alcohol Policy for Transit Operations
1. Accepted the Drug and Alcohol Policy (revised 2018) from First Transit Inc., as approved by *LPM and Associates*.
 2. Directed staff to forward revised Drug and Alcohol Policy (revised 2018) from First Transit Inc. to Caltrans.

V. REPORTS

- A. ICTC Executive Director
- The Executive Director report can be found on page 60 of the agenda.
- B. Southern California Association of Governments (SCAG)
- A SCAG report can be found on page 72 of the agenda.
- C. California Department of Transportation (Caltrans)
- A Caltrans report can be found on page 75 of the agenda.
- D. Commission Member Reports
- There were several Committee Member reports from various agencies.

VI. ACTION CALENDAR

- A. Draft ICTC Overall Work Program (OWP) and Budget, FY 2018/2019

The ICTC Management Committee met on June 13, 2018 and forwarded this item to the Commission for review and approval after public comment, if any.

1. Adopted the Draft ICTC Overall Work Program (OWP) and Budget for FY 2018-2019

A *motion* was made by [Cardenas](#) and seconded by [Nava](#), **Motion Carried unanimously.**

2. Authorized the Chairman to sign the Resolution of the Imperial County Transportation Commission establishing a Compensatory Stipend for Commissioners at \$75 per ICTC Commission meeting.

A *motion* was made by [Tucker](#) and seconded by [Kelley](#), **Motion Carried unanimously.**

- B. FY 2018-19 and FY 2019-20 Contract Modification for the STIP/RTIP Consultant Agreement: *COH and Associates, Inc.*

The ICTC Management Committee met on June 13, 2018 and forwarded this item to the Commission for review and approval after public comment, if any.

1. Authorized the Chairperson to sign the Third Modification to Agreement for Services between ICTC and C.O.H. and Associates, Inc. for the not to exceed fee of \$50,000.00 effective July 1, 2018 through June 30, 2020.

A *motion* was made by [Nava](#) and seconded by [Ritchie](#), **Motion Carried unanimously.**

- C. FY 2018-19 Third Revision to Memorandum of Understanding (MOU); ICTC - Quechan Indian Tribe - Yuma County Intergovernmental Public Transit Authority (YCIPTA) for Turquoise Route #10 and Blue Route #5

The ICTC Management Committee met on June 13, 2018 and forwarded this item to the Commission for review and approval after public comment, if any.

1. Authorized the Chairperson to sign the Third Extension to the Memorandum of Understanding (MOU) between the Yuma County Intergovernmental Public Transportation Authority (YCIPTA), The Imperial County Transportation Commission (ICTC) and the Quechan Indian Tribe for the continued implementation and operation of a regional connector bus service (YCAT **Turquoise** #10) between Yuma AZ, Winterhaven and El Centro, California; and, a circulator route from Yuma with stops in the eastern Imperial County area (YCAT **Blue** #5) effective July 1, 2018 through June 30, 2019 and provide a not to exceed subsidy to the Quechan Tribe and YCIPTA in an amount of \$138,717.07.

A *motion* was made by [Nava](#) and seconded by [Ritchie](#), **Motion Carried unanimously.**

- D. 2nd Extension of Contract for the Coordination of Public Dial-a-Ride Paratransit Services – IVT RIDE Public Outreach, Branding and Marketing

The ICTC Management Committee met on June 13, 2018 and forwarded this item to the Commission for review and approval after public comment, if any.

1. Authorized the Chairman to sign the second amendment extension for one year, FY 2018-19, for the continuation of the IVT RIDE Public Outreach, Branding and Marketing Consultant Agreement with the firm of Spectrum Advertising, for the not to exceed fee of \$31,700, effective July 1, 2018 through June 30, 2019.

A *motion* was made by [Nava](#) and seconded by [Ritchie](#), **Motion Carried unanimously.**

- E. Memorandum of Understanding (MOU) for the State Route 86 (Northbound) Border Patrol Checkpoint Project between ICTC and the U.S. Border Patrol Air & Marine, Program Management Office

The ICTC Management Committee met on June 13, 2018 and forwarded this item to the Commission for review and approval after public comment, if any.

1. Authorized the Chairman to sign the Memorandum of Understanding (MOU) for the State Route 86 (Northbound) Border Patrol Checkpoint Project between ICTC and the U.S. Border Patrol Air & Marine, Program Management Office

A *motion* was made by **Cardenas** and seconded by **Predmore**, **Motion Carried unanimously.**

F. Resolution to Reimburse Certain Expenditures from the Proceeds of one or more Tax-exempt Bond Financings

1. Authorized the Chairman to sign the Resolution of the Imperial County Transportation Commission declaring its intention to reimburse certain expenditures from the proceeds of one or more tax-exempt bond financings, as required by United States Department of Treasury regulations section 1.50-2; and authorizing certain other actions in connection with the costs associated with the proposed new transit operations facility and office building

A *motion* was made by **Nava-Froelich** and seconded by **Cardenas**, **Motion Carried unanimously.**

VII. INFORMATION CALENDER

- A. Follow Up Relative to the Expansion of the IVT RIDE El Centro Service to Heber, Unmet Transit Needs Public Hearing Process - Fiscal Year 2018-2019

This item was presented by Ms. Williams as an informational item and no action was needed. A staff report was also provided as a part of the backup.

VIII. NEXT MEETING DATE AND PLACE

- A. The next meeting of the **Imperial County Transportation Commission** will be held on **Wednesday, July 25, 2018 at 6:00 p.m.**, at the **County of Imperial Board Chambers**, at 940 W. Main Street, El Centro, CA.

IX. ADJOURNMENT

- A. Meeting adjourned at 8:26 p.m.

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

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

- A. ICTC EXECUTIVE DIRECTOR REPORT
 - See attached Executive Director Report
- B. SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS
 - See attached report
- C. California Department of Transportation—District 11
 - See attached report
- D. Commission Member Reports (if any)



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

Memorandum

Date: July 20, 2018
To: ICTC Commission Meeting
From: Mark Baza, Executive Director
Re: Executive Director's Report

The following is a summary of the Executive Director's Report for the Commission Meeting on July 25, 2018.

- 1) **Calexico Intermodal Transportation Center (ITC):** A new Intermodal Transportation Center in the City of Calexico has been part of ICTC's long range transit planning. The new Calexico ITC will serve as a regional mobility hub that will accommodate bus bays for Imperial Valley Transit in addition to the City of Calexico's private transit operators, taxis and farm labor buses. ICTC received a Congestion Mitigation and Air Quality federal program fund to complete the environmental and design plans of the new Calexico ITC. ICTC staff is in the process of completing the contract award for a consultant firm that will complete the environmental and design phase. Currently, ICTC staff is completing the Caltrans award review process with multiple Caltrans' departments. ICTC staff anticipates an award for design during the August Commission meeting.
- 2) **Executive Director Annual Evaluation Process:** As described in the ICTC Executive Director Evaluation Policy, the process began in April with the creation of the evaluation committee. The Commission is convening in an evaluation committee. The Commission will complete the process at the July meeting.
- 3) **Calexico West Port of Entry Traffic Circulation Plan:** 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 Request for Proposals (RFP) was due on March 14, 2018 and the consultant selected was KOA. The project kick-off meeting took place on April 19, 2018 in the City of Calexico. In attendance at the Kick-off meeting was staff from SCAG, ICTC, Caltrans, KOA, and the City of Calexico. *Three technical stakeholder meetings have been held on May 1, 2018, June 6, 2018, and July 18, 2018. In attendance at the technical stakeholder meetings was staff from KOA, ICTC, Caltrans, City of Calexico, GSA, CBP, and Mexican Aduanas. During the third technical stakeholder meeting, attendees discussed implementation plan for the July 10th southbound traffic shift opening of the newly constructed Calexico West POE. Attendees of the meeting also discussed the additional striping and signage necessary to provide travelers more information and prevent confusion. In addition, on Thursday, August 23, 2018, an all-day public outreach event will be held at the Carmen Durazo Cultural Arts Center in Calexico to inform the public of the September northbound traffic shift.*
- 4) **Imperial Mexicali Binational Alliance Meeting:** An IMBA meeting was held on July 19, 2018 in the city of Mexicali. The meeting discussed the Calexico Traffic Circulation Plan presented by ICTC staff. Also, staff from the State of Baja California presented on the improvement plan of the roadway access to the Mexican federal

port facility. Other presentations included economic development updates by the Imperial Valley Economic Development Corporation (IVEDC) and Mexicali's Economic and Industrial Development Corporations.

- 5) **Imperial Valley General Assembly and Economic Summit:** ICTC and IVEDC hosted the Imperial Valley General Assembly and Economic Summit on May 31, 2018 at the Old Eucalyptus Schoolhouse in El Centro. The keynote speakers for the Economic Summit were Michael Bracken from Development Management Group and Iddo Benzeev from Highland Fairview. The keynote speaker for the General Assembly was Congressman Juan Vargas of the 51st District of California. The event was well received with over 130 people that attended.
- 6) **LTA Bonding opportunity:** The cities of Calipatria, Calexico and Holtville are pursuing a new series of LTA bonding to assist in the completion of projects. The LTA Board took action to proceed on June 27, 2018. *The closing of the bond is scheduled for late August.*
- 7) **State Route 98 and Cesar Chavez Blvd.:** As part of the POE Expansion project, SR-98 and Cesar Chavez Boulevard are being widened and improved to serve the expansion to the west. *The City of Calexico received CTC approval for allocation of Border Infrastructure Program funds on March 21, 2018; and the project is scheduled to begin construction in early summer 2018. Caltrans' SR-98 work between VV Williams and Ollie Avenue was completed in March 2018. Caltrans is working on a second segment on SR-98 between Rockwood Avenue and Ollie Avenue is in the design and right-of-way phase. ICTC and Caltrans submitted a grant application through SB 1 Trade Corridor Enhancement Program. The CTC approved \$3.4 million from the SB 1 Trade Corridor Enhancement Program to complete construction.*
- 8) **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 proposed elements of the Calexico East Expansion include: bridge expansion, commercial vehicle primary inspection booths and road construction is estimated at \$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 will pursue a donation authority request to U.S. Customs and Border Protection. *In October 2017, ICTC staff coordinated with Caltrans to submit an application 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), response for this grant program in May 2018. The CTC approved our request for \$3 million to complete the project approval and environmental proceed for the bridge expansion.*
- 9) **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 met with Caltrans and CBP on December 20, 2017 at the ICTC to finalize agreements and discuss next steps. A meeting was held on February 13, 2018 with CBP, Caltrans, County of Imperial and ICTC at the ICTC offices. The project team proposes to design and construct two lanes for primary inspection, a newly constructed canopy placed over State Route 86, and two lanes of secondary inspection to use during peak periods. A Consultant Agreement with AECOM for design and construction engineering was approved by the LTA on February 28, 2018. *Currently design is underway by the consultant. The Consultant has completed 15% of the conceptual design. The consultant team and project stakeholders met on May 8, 2018. All stakeholders provided good input to the consultant team towards development of 35% design plans. Drafts of 35% plans are scheduled for completion in late June 2018.*
- 10) **Brawley Bus Stop Improvement Project** ICTC obtained funding to complete citywide bus stop improvements for the city of Brawley. Improvements consisted of but were not limited to sidewalk, handicap access ramps, loading pad and bus shelter improvements. The project was awarded to Pyramid Construction for approximately \$1 million and construction activities began in February 2018. *The City of Brawley's contractor has completed construction and installation of the bus shelter infrastructure. Final grant closeout is expected in July 2018.*

- 11) **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). *The shelter has been installed in an existing parking lot on the east side of SR-111.*
- 12) **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 Authority (LTA) funds for the project. Caltrans has served as the project lead; the first phase was recently completed in November 2017. Phase 1 included bench, bus shelter and ADA access improvements. Phase 2 was recently completed in mid-June 2018 and consisted of curb and sidewalks improvements from Parkyns Ave to Heber Ave. *Phase 3 will also have curb and sidewalk improvements and is located between Heffernan to Parkyns Ave. The Phase 3 construction improvements will be delayed until Fall 2018 when temperatures cool down. Community outreach may be necessary prior to initiating construction for Phase 3 as road closures and detours may be necessary.*
- 13) **2018 ICTC Bus Stop Bench and Shelter Inventory:** The Project Consultant team Kimley Horn and Associates, and Agency Stakeholders from ICTC, Brawley, Calexico, El Centro and Imperial met on January 31, 2018 to review and discuss the current status of the ICTC Bus Stop Inventory, Signage Replacement and Technology Assessment Project. The items reviewed included the consultant prepared Bus Stop Inventory, Asset Condition Report, ADA Assessment Report, Bus Stop Usage Priority List and Bus Stop Signage installation parameters and requirements. *ICTC and member agency staff have worked together to complete the priority list for implementation and pursuit of funding. Bus stop signage specifications with specific route information are being finalized.*
- 14) **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. *The ICTC Board approved the resolution in February and was submitted to SCAG to proceed with project analysis. FTIP approval is scheduled for December 2018.*
- 15) **2018 Short Range Transit Plan (SRTP):** 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. ICTC awarded the contract to the firm AECOM at the December 13, 2017 Commission meeting. The project kick off meeting was held on January 17 at the ICTC offices. The outreach process began in February. The consultant team held intercept interviews at bus stops on February 13th and stakeholder meetings were held with social service agencies at the ICTC offices on February 14, 2018. *Public workshops were held on April 23rd and 24th in the communities of Calexico, Niland, Brawley and El Centro. The public workshop concepts can be reviewed on the ICTC website at <http://www.imperialctc.org/short-range-transit-plan/>. The consultant team is currently reviewing and analyzing data; and preparing a list of proposed service improvements to evaluate and prioritize.*
- 16) **Funding for Phase II of the Calexico West Port of Entry:** As previously noted, Congress authorized \$98 million for Phase 1. The U.S. General Services Administration (GSA) began construction for Phase 1 in December 2015 with completion now scheduled for July 2018. *\$275 million for Phase 2 has been identified in the President's budget for FY 2018/2019 and is pending Congressional approval.*
- 17) **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.

FY2017/2018 Project List							
Agency	Project Name	Funding Type	Phase	Federal Amount in FY2017/18	Local Match	Total Phase Cost	Status
Calexico	De Las Flores Street paving and sidewalk installation	CMAQ	CON	\$403,000	\$52,000	\$455,000	Submitted Pending
Calipatria	N. Brown Street road and pedestrian improvements	CMAQ & RSTP	ROW	\$51,000	\$6,000	\$57,000	Obligated
El Centro	Dogwood and Danenberg synchronization	CMAQ	CON	\$275,000	\$36,000	\$311,000	Pending
El Centro	Imperial Ave. extension south	RSTP	CON	\$2,023,000	\$2,090,000	\$4,113,000	Submitted Pending
El Centro	SR2S Program & bicycle improvements	ATP-MPO	CON	\$247,000	\$ -	\$247,000	Obligated
Holtville	9th Street improvements from Palm Ave. to Olive Ave.	CMAQ & RSTP	CON	\$216,000	\$28,000	\$244,000	Obligated
Imperial County	Rio Vista Sidewalk improvements from San Diego Ave. to Holt Ave. in Seeley	CMAQ	CON	\$792,000	\$103,000	\$895,000	Obligated
Imperial County	Rio Vista Sidewalk improvements from Holt Ave. to Imperial Ave. in Seeley	ATP-MPO	ENG	\$193,000	\$26,000	\$219,000	Obligated
Regional Total FY2017/2018						\$6,541,000	

18) **Partnerships with IVEDC:**

- a) Southern Border Broadband Consortium (SBBC): 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 dan 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. On April 27, 2018, the SBBC held its quarterly meeting highlighting activities by key stakeholders in San Diego and Imperial Valley.
- b) The Brawley Transit Corridor Brownfield Assessment: ICTC in partnership with IVEDC received a U.S. Environmental Protection Agency (EPA) Brownfields Communitywide Assessment Grant award of \$300,000 from the Environmental Protection Agency’s Brownfields Assessment Program. This assessment will be focused along the transit circulator route within the 13 mile Imperial Valley Transit’s (IVTs) Brawley Gold Line Transit Route and the Brawley Transit Center that serves as the IVTs North Imperial County transfer terminal. The commercial corridors in the target assessment area include over 100 known commercial properties and suspected historical gas station sites with known or suspected underground tanks in the target area. ICTC will be the fiscal agent and has developed an MOU which will define roles and responsibilities (Audits, Administration and Project Management) or ICTC and IVEDC. ICTC and IVEDC coordinated to develop a Request for Proposals (RFP) for qualified firms to carry out the study analysis. Ten proposals were received. The contract has been awarded to SCS Engineers and the kick-off

meeting was on May 1, 2018. SCS Engineers has initiated early Tasks that include the Quality Assurance Project Plan (QAPP) and project management plan as required by EPA.

- 19) **I-8 / Imperial Avenue Interchange Reconstruction:** ICTC staff submitted the 2018 State Transportation Improvement Plan to the CTC on December 15, 2017. Caltrans is working to complete the right-of-way acquisition, utility relocation and final design. As presented to the CTC, the current schedule to begin construction is in FY 2019/2020. Mr. Baza presented the STIP recommendations to the CTC at the STIP Hearing on January 25, 2018. The 2018 STIP was adopted by CTC at the March 2018 meeting.
- 20) **California HERO Program:** The California Hero Program was launched in April 2014 in Imperial County with ICTC as the administering agency. A copy of the program activity report up to June 2018 is attached for your review.
- 21) **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 - <http://www.californiacityfinance.com/LSR1801.pdf>*

Below are the projected annual revenues beyond FY 2018/2019.

Agency	RMRA Amount FY 2018-2019
Brawley	\$447,168
Calexico	\$679,536
Calipatria	\$127,950
El Centro	\$757,701
Holtville	\$103,871
Imperial	\$309,836
Westmorland	\$38,227

County of Imperial	\$7,748,702
TOTAL	\$10,212,991*

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. *For FY2017/2018, no projects were submitted for the formulaic program and funds will be rolled over to FY2018/2019.* 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

- 22) **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.

The CTC has announced ATP Cycle 4 Call for Projects at the state level. The Cycle 4 Call for Projects is expected to include about \$440M in ATP funding made up of Federal funding and State SB1 and State Highway Account (SHA) funding. The funding/programming years are expected to include 19/20, 20/21, 21/22 and 22/23 funding years. Applications were due on May 16, 2018. For more information refer to the Caltrans ATP page: <http://www.dot.ca.gov/hq/LocalPrograms/atp/cycle-4.html>

- 23) **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 August 2018.*
- 24) **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. *This area has been listed for review of services in the Short Range Transit Plan.*

25) **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. The Consultant team is currently working on the emission analysis deliverables. A project team meeting was held on May 22, 2018 to discuss the findings of the emission and economic impacts for Imperial County.

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

- June 21, 2018 – Calexico TCP: Community Outreach in Calexico
- June 26, 2018 – County of Imperial Board of Supervisor’s Meeting
- July 10, 2018 – LTA Measure D Local Taxpayer Supervising Committee (LTSC) Meeting at ICTC offices
- July 11, 2018 – ICTC Management Committee Meeting in the City of Holtville
- July 18, 2018 – Calexico TCP: Stakeholders meeting at ICTC offices
- July 19, 2018 – Imperial Mexicali Binational Alliance Meeting, City of Mexicali
- July 28, 2018 – Caltrans External Team Building Meeting at ICTC offices



Date: July 20, 2018
To: ICTC Commissioner's
From: Cory Binns, Caltrans District 11, 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) Commissioner's meeting of July 25, 2018:

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 (CRCP)

I-8 CRCP Project was divided into five segments with segments 1-3 being complete. The entire project is scheduled for completion in 2019.

Segment 4: This segment 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. The westbound lanes *will be switched back to their original location in early August; meanwhile, Section One will continue under construction until October 2018. On Section Two, westbound traffic will be shifted onto Evan Hewes Highway from July 31, 2018 through the end of 2019.*

Segment 5: Located near Winterhaven from west of Ogilby Road overcrossing to west of the I-8/SR-186 separation. This seven-mile segment began construction the week of June 12, 2017. All lanes are opened (with minor closures), and *work is expected to be completed by the end of July.*

This project is expected to be completed *one year* ahead of schedule.

Construction (continued):

SR-86/Heber Pedestrian Improvements

This project will construct sidewalks and a bus shelter. Construction on Phase 1 is complete. *Phase two was completed at the end of June. Due to issues with high temperatures, Phase three will be starting in fall 2018.*

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 CBP 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 was approved by the Commission in late 2017.

The consultant met with ICTC, CBP and Caltrans to review the first design submittal on May 8, 2018. AECOM will revise the design concept based on inputs from Caltrans and CBP and will submit the preliminary design.

SR-98/Birch Street

Caltrans Highway Operations *is obtaining quotes for new speed feedback posts.* The speed feedback signs will be reset to a 24 hour schedule.

Signage on I-8 Directing Trucks to SR-7:

The two guide signs to direct trucks to use SR-7 from I-8, located on eastbound I-8 prior to SR-98 and SR-111, and one sign on southbound SR-111 to direct trucks to use east I-8 to south SR-7 *were installed in May 2018.*

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.

All American Canal Bridge/SR-186

A public hearing was held on February 21, 2018 at the County of Imperial Department of Public Works office in El Centro *to place warning signs for weight restrictions.*

The BOR has requested that Caltrans investigate constructing a separate structure over the All American Canal. Caltrans has agreed to do a Feasibility study to look at options for a new crossing.

4. Planning:

Calexico Traffic Management Plan

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 Management Plan (TMP) 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.

The Calexico West POE is scheduled to be complete in *late 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 will work cooperatively with other local and regional partners to identify other traffic improvements and changes which may be required by changing patterns.

The second Technical Working Group meeting was held on June 6, 2018 and attended by numerous local and regulatory agencies. The Consultant presented various scenarios for changes in traffic patterns to address the new access. A public outreach event was held on Thursday, June 21, 2018 in the City of Calexico which was well attended by over 100 residents, business owners and local agencies. The next public outreach will be held on August 23, 2018.

Southbound access to the POE switched on Tuesday, July 10, 2018 at 7:00 a.m. Northbound traffic is expected to shift in September 2018.



Planning (continued):

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.

Recent Activities:

Work on the Economic portion of the grant will continue until December 31, 2018.

Imperial County Active Transportation Plan

The County of Imperial, Caltrans and the selected consultant, KOA, met in mid March 2018 to discuss final scope of work details and initiate work on this ATP contract. The plan will cover six areas of the county; Heber, Ocotillo, Niland, Salton Sea, Seeley, and Winterhaven/Bard.

Initial outreach efforts have been held in each location; however, due to limited attendance and input, another series of outreach is being held in June. This secondary effort has been much better attended, and valuable input received.

This project will be coordinated with a new grant awarded by SCAG for the development of a Pedestrian Master Plan which will focus on the same six areas. This contract was recently awarded to Alta Planning.

5. Local Assistance:

Inactive Projects

Future inactives should be billed within the specified and agreed upon timeframe to avoid a unilateral deobligation of funds.

The inactive and future inactive list was updated as of *June 27, 2018*. *Action is required by the following agencies: City of Imperial, Calexico, County of Imperial and El Centro. All inactive and future inactive invoices should have been submitted to the District Local Assistance Engineer (DLAE) before the District II deadline of July 20, 2018.*

Note: An invoice is not cleared off the inactive or future inactive until it has been paid by the State Controller's Office.

Local Assistance (Continued)

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

The ATP Cycle 4 Call for Projects opening date was May 16, 2018 and applications are due on July 31, 2018.

Video webinar recordings providing application details, eligibility, and all necessary documentation have been posted online under ATP Cycle 4 Training Information at:

<http://www.dot.ca.gov/hq/LocalPrograms/atp/cycle-4.html>

The Cycle 4 Call for Projects is expected to include about \$440M in ATP funding made up of Federal funding and State SBI 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 II ATP Coordinator at (619) 220-5310 or via email at bryan.ott@dot.ca.gov

Local Assistance Manuals Updated

The Local Assistance Procedures Manual (LAPM) and the Local Assistance Program Guidelines (LAPG) were updated in January 2018. Below are the links for the manuals:

-LAPM: <http://www.dot.ca.gov/hq/LocalPrograms/lam/lapm.htm>

-LAPG: <http://www.dot.ca.gov/hq/LocalPrograms/lam/lapg.htm>

Highway Safety Improvement Program (HSIP)

The Caltrans HSIP Cycle 9 Call for Projects is now open. Applications are due Friday, August 31, 2018. All applications will be submitted electronically only (no hard copy submissions). Any submittal after midnight of August 31, 2018 will not be accepted. For questions regarding the call for projects and how to submit an application, please contact Bryan Ott, District II HSIP Coordinator at (619) 220-5310 or via email at bryan.ott@dot.ca.gov or visit the Caltrans HSIP Cycle 9 website.

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

Local Assistance (Continued)

Applicants are expected to review the HSIP Guidelines and Local Roadway Safety Manual for California Local Road Owners prior to working on their specific applications:

- HSIP Guidelines - Provides overall guidance and general information for the HSIP program.
- Local Roadway Safety Manual for California Local Road Owners - Assists local agencies in preparing a proactive safety analysis of their roadway networks, identifying their safety improvement priorities and applying appropriate countermeasures. The local agencies are expected to utilize the concepts in this manual in developing safety projects for competing the HSIP federal funding.

A new Countermeasure was recently added to HSIP Cycle 9. See the website below for additional information:

<http://www.localassistanceblog.com/2018/06/21/new-countermeasure-added-to-hsip-cycle-9-call-for-projects/>

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

June 30, 2018 - deadline for “DBE Annual Submittal” and “ADA Annual Certification” Forms

As a reminder, please submit both the “Local Agency Disadvantaged Business Enterprise (DBE) Annual Submittal Form” (Exhibit 9-B) and “Local Agency Americans with Disabilities Act (ADA) Annual Certification Form” (Exhibit 9-C) by June 30, 2018, for the next Federal Fiscal Year (October 1, 2018 to September 30, 2019) per Local Assistance Procedures Manual (LAPM) Chapter 9, sections 9.3 and 9.6. Include in your 9-B submittal an organizational chart showing the DBELO and his/her contact information.

Note that failure to submit the completed forms will result in a delay to the processing of any Requests for Authorization. For any further information, you may call Debora Ledesma-Ribera, District II-DBE Coordinator at: 619-278-3766.

Highway Bridge Program (HBP) Update

The HBP October Survey notification and submittal will occur in mid-August 2018.

HBP Project Programming Prioritization Policy Update

Office Bulletin (OB) 18-02 announces new policy for the Highway Bridge Program (HBP) regarding new project application processing. See the link below for more information:

<http://www.localassistanceblog.com/2018/06/19/policy-update-ob-18-02-hbp-project-programming-prioritization-policy/>

Local Assistance (Continued)

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

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>

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>

Local Assistance Events

SAVE THE DATE: September 13, 2018 - Next SCLAMM

The September SCLAMM Meeting will be held at the Caltrans, District II San Diego Office in the Garcia Conference Room on September 13, 2018. Please register with Alma Sanchez at (619) 278-3735 or via email at alma.sanchez@dot.ca.gov by September 6, 2018. District II will request topics and discussion items prior to the meeting.

Training

For questions or to register for any training, please contact Local Assistance Training Coordinator, Alma Sanchez at (619) 278-3735 or via email at: alma.sanchez@dot.ca.gov.

Local Assistance (Continued)

Additional dates and location are available statewide for the Federal Aid Series - Please check for updates below.

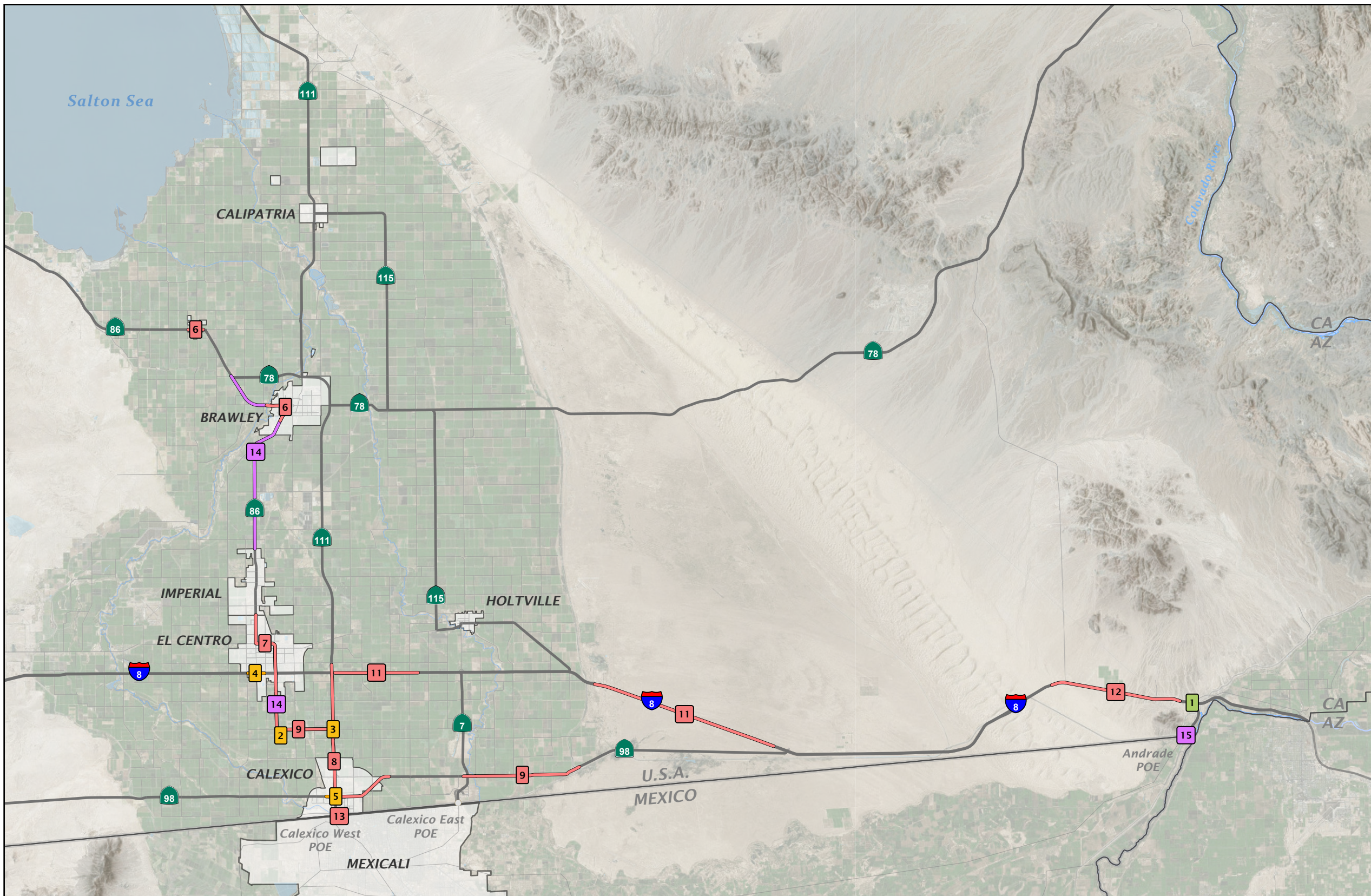
<http://www.californialtap.org/index.cfm?pid=1077>

October 2 & 3, 2018: Labor Compliance Training – Registration is Now Open

This two-day course is designed to teach local agency staff the basic requirements of prevailing wage requirements and how to apply these requirements, including reviewing and confirming certified payroll records and on-site documentation. Using hands-on-exercises, and instructional aides, students will learn how to apply Davis-Bacon and Related Acts, the Code of Federal Regulations, the California Labor Code, and California Code of Regulations to all public works contracts. This two-day training will be held in Caltrans, District 11, at 4050 Taylor Street, San Diego in the Gallegos Conference room. The start time will be announced at a later date. .

November 2, 2018: Bicycle Transportation: An Introduction to Planning & Design Training

Join the Active Transportation Resource Center (ATRC), in collaboration with Caltrans, for a new training course on Bicycle Transportation: An Introduction to Planning and Design. This hands-on course challenges you to explore the tools used to assess and evaluate the suitability of a transportation route and facilitate its use by all types of bicyclists. Participants will learn how to apply bicycle design concepts that best balance competing needs on a specific route. Current policy related to the future of active transportation will be discussed, and some supporting design documents will be identified. This one-day training will be held in Caltrans, District 11, at 4050 Taylor Street, San Diego, in the Gallegos Conference room. The start time will be announced at a later date. Registration is not currently open.



ENVIRONMENTAL

1. SR-186/I-8 Interchange Improvements

DESIGN

2. SR-86/Dogwood Road Intersection Improvements* Design Complete Fall 2018
3. SR-86/SR-111 Intersection Improvements* Design Complete Fall 2018
4. I-8/Imperial Ave Interchange Improvements Design Complete Summer 2019
5. SR-98 Widening Phase 1C Ollie Ave to Rockwood Ave Design Complete Summer 2019

CONSTRUCTION

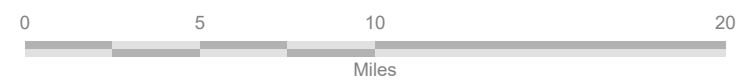
6. SR-86 Pavement Rehabilitation Construction Start Spring 2018
7. SR-86 Pavement Rehabilitation Construction Start Summer 2018
8. SR-111/SR-98 Pavement Rehabilitation Construction Start Summer 2018
9. SR-98 Pavement Rehabilitation Construction Start Spring 2018
10. SR-86/"Heber Ave" Sidewalk, Transit, & ADA Improvements Phase 3* Construction Start Fall 2018
11. I-8 Pavement Rehabilitation at Various Locations Construction Start Summer 2017
12. I-8 Pavement Rehabilitation at Ogilby Rd to SR-186 Construction Complete Summer 2018
13. SR-111 Calexico West - GSA POE Reconfiguration* Construction Complete Summer 2018

RELINQUISHMENT

14. SR-86 Relinquishment From SR-78 to SR-111 Senate Bill 788 Approved Fall 2013
15. 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

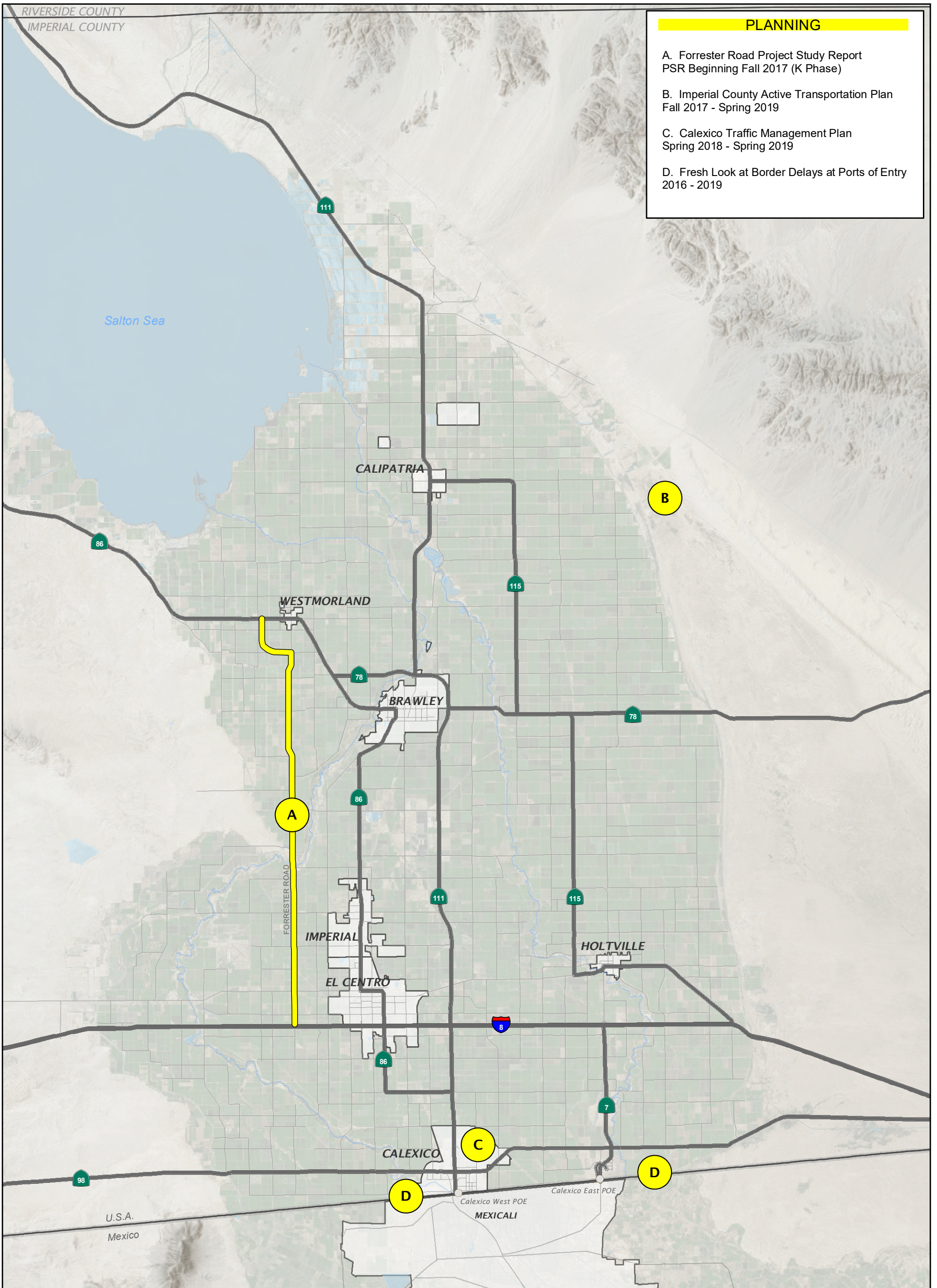
Portions of this map contain geographic information copyrighted by the Imperial County GIS program. All rights reserved. The data provided is "as is" without warranty of any kind.

Date: 07/03/2018

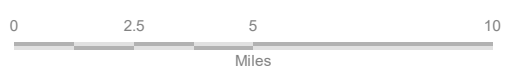
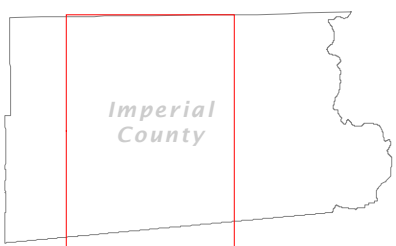


* The California Department of Transportation (Caltrans) is a partner in this study/projects, although not the lead agency.

IMPERIAL COUNTY STATUS OF TRANSPORTATION STUDIES AND REPORTS



- PLANNING**
- A. Forrester Road Project Study Report
PSR Beginning Fall 2017 (K Phase)
 - B. Imperial County Active Transportation Plan
Fall 2017 - Spring 2019
 - C. Calexico Traffic Management Plan
Spring 2018 - Spring 2019
 - D. Fresh Look at Border Delays at Ports of Entry
2016 - 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: 07/16/2018

VII. INFORMATION CALENDAR

A. Senate Bill 1 and Proposition 6

Ballot Measure Activities & Public Resources



As important as ballot measures are to policymaking, public agencies and officials face important restrictions and requirements related to ballot measure activities.

The basic rule is that public resources may not be used for ballot measure *campaign* activities. Public resources may be used, however, for *informational* activities. The key difference between campaign activities and informational activities is that campaign activities support or oppose a ballot measure, while informational activities provide accurate context and facts about a ballot measure to voters.

This document summarizes some of the key applications of these principles. The law, however, is not always clear and the stakes are high. Missteps in this area are punishable as both criminal and civil offenses. Always check with agency counsel for guidance on how these rules apply in any specific situation.

Public Agency Resources May Be Used To

- ✓ Place a measure on the ballot.
- ✓ Prepare and distribute an objective and fact-based analysis on the effect a ballot measure may have on the agency and those the agency serves.
- ✓ Express the agency's views about the effect of the measure on the agency and its programs, provided the agency is exceedingly careful not to advocate for or against the measure's passage.
- ✓ Adopt a position on the measure, as long as that position is taken at an open meeting where all voices have the opportunity to be heard.
- ✓ Respond to inquiries about the ballot measure in an objective and fact-based manner.
- ✓ Agency communications about ballot measures should not contain inflammatory language or argumentative rhetoric.
- ✓ Public employees and elected officials may, on their own time and with their own resources, engage in the following activities:
 - Work on ballot measure campaigns or attend campaign-related events on personal time (for example, evenings, weekends and lunch hours).
 - Make campaign contributions to ballot measures, using one's own money or campaign funds (while observing campaign reporting rules).
 - Send and receive campaign related emails using one's personal (non-agency) computer and email address.

Ballot Measure Activities & Public Resources

Public Officials Should Not

- × Engage in campaign activities while on agency time or with agency resources.
- × Use agency resources (including office equipment, supplies, staff time, vehicles or public funds) to engage in advocacy-related activities, including producing campaign-type materials or performing campaign tasks.
- × Use public funds to pay for campaign-related expenses (for example, television or radio advertising, bumper stickers, or signs) or make campaign contributions.
- × Use agency computers or email addresses for campaign communication activities.

Best Practices

- ✓ Inform agency employees and public officials about these legal restrictions, particularly once a ballot measure affecting the agency has qualified for the ballot.
- ✓ Include language on informational materials that clarifies that they are for informational purposes only. For example, “these statements shall not be construed in support of or against XX ballot measure.”

WHEN DO THESE RESTRICTIONS KICK IN?

The rules against the use of public resources for campaign activities are triggered once a measure has qualified for the ballot. There may be more latitude before a measure has qualified, but consult with agency counsel regarding the permissibility of specific activities.

DISCLOSURE REQUIREMENTS

Ballot measure activities that cross the line into advocacy are also subject to disclosure (transparency) requirements under California’s Political Reform Act (Government Code sections 81000 *et seq.*).

The Institute for Local Government (ILG) is the nonprofit 501(c)(3) research and education affiliate of the League of California Cities, California State Association of Counties and the California Special Districts Association. Our mission is to promote good government at the local level with practical, impartial and easy-to-use resources for California communities. For more resources related to ballot measures and campaigns, visit www.ca-ilg.org/campaigns.

© 2018 Institute for Local Government. All rights reserved.

Proposition 6 and Campaign Rules What You Can Say, What You Can't Say

Kiana Valentine, Sr. Legislative Representative
Jennifer Henning, Exec. Dir. County Counsels Association
Gregg Fishman, Communications Coordinator
July 16, 2018



1

SB 1-The Road Repair and Accountability Act of 2017

- Approximately \$5.4 billion/year in new revenue – no sunset
 - \$1.5 billion for cities and counties
 - \$1.8 billion for state highways
 - \$300 million for bridges and culverts
 - \$750 million for transit agencies
 - \$550 million in competitive grant programs
 - \$200 million matching funds for self-help counties
- Accompanied by ACA 5 (Frazier)/Prop 69 (passed June 5)
- SB 1 revenue is 100 % protected for transportation purposes

2

The Repeal Effort

- Repeal effort qualified for the ballot June 25
- Now designated as Proposition 6
- CSAC is part of a large and diverse coalition to defeat it
- CSAC is using non-public funds for this purpose
- Several counties and other jurisdictions have also adopted a “No on Proposition 6” position

3

Proposition 6 Would:

- Repeal the taxes and fees associated with SB 1
- Loss of \$5.4 Billion per year for transportation infrastructure
- All revenue collected prior to election is still valid
- Future revenue would be gone
- 1000s of projects “in the pipeline” would be stalled/canceled

4

Public Education About SB 1 Funding

- Taxpayers have a right to know about how and where SB 1 revenue is being spent
 - State projects
 - Local projects
 - Transit
 - Movement of goods, etc.
- What will happen if those funds are repealed
 - short and long terms impacts

5

1000's of Projects are Underway

The screenshot displays the 'SB 1 Projects' website interface. At the top, there is a navigation bar with links for 'About SB 1', 'Project Map', 'State Funds', 'Local Funds', 'Oversight', 'Resources', 'Updates', and 'Search'. Below the navigation bar, a search bar is present with the text 'Find transportation projects in your area that the State and local communities are investing in with SB 1 revenue.' and a note: 'View Enlarged Project Map. There is limited functionality when using Firefox web browser to open project list .csv files (Chrome recommended).' The main content area features a map of California with numerous project locations marked. A search filter is active, showing 'Select project type:' with radio buttons for 'All Rebuilding CA projects' (selected), 'State projects', 'City and County projects', and 'Transit projects'. A legend on the right side, titled 'SB 1 PROJECTS', lists categories: STATE PROJECTS (State Highway, Bike and Pedestian (ATP)), CITY AND COUNTY PROJECTS (Local Streets and Roads, Local Partnership Program, Solutions for Congested Corridors, Trade Corridor Enhancement Program), and TRANSIT PROJECTS (State Rail Assistance, State of Good Repair, State Transit Assistance, Transit and Intercity Rail Capital Program). A button at the bottom right of the legend says 'SEE LATEST UPDATES TO SB 1 PROJECT MAP'. The map includes a search box with 'Search Rebuilding CA projects' and a 'Download project list (.csv file)' link.

6

<http://rebuildingca.ca.gov/local-funding.html>



WHERE IS THE MONEY GOING?

Cities, counties and transit agencies will share an even split of SB 1 funding (\$24 billion) to improve local streets and roads, expand the state's growing network of pedestrian and cycle routes, and increase transit service.

4000+



\$5.0B



Over 4,000 local projects receiving SB 1 funds

Without SB 1, local communities would have paid \$20 billion more to bring their roads into a state of good repair

\$5 billion to improve local transportation infrastructure

Provides \$200 million in matching funds to local entities who are already making their own extra investment in transportation

7

Local Projects, Too.



8

Public Agencies Are Allowed to:

- Prepare an analysis on the impact of a ballot measure
- Present that information in a manner consistent with the county's usual means of communication
- Respond to inquiries about the impact of the ballot measure with a fair presentation of the facts
- Accept invitations to present the county's views before organizations that are interested in the impact of its effects

9

Informing the Public About How Taxes Are Being Spent



10

Institute for Local Government

<http://www.ca-ilg.org/>

Public Agency Resources May Be Used To:

- Prepare and distribute an objective and fact-based analysis on the effect a ballot measure may have on the agency and those the agency serves
- Express the agency's views about the effect of the measure on the agency and its programs, provided the agency is exceedingly careful not to advocate for or against the measure's passage

11

- Adopt a position on the measure, as long as that position is taken at an open meeting where all voices have the opportunity to be heard
- Respond to inquiries about the ballot measure in an objective and fact-based manner
- Vargas Case "style, tenor and timing" of communications

You can Educate,
But you may not
Advocate

12

Public Agencies Are NOT Allowed to:

- Use public resources (including staff time) to campaign
- Urge the public to vote “no”
- Link to just one side of the debate on a ballot measure

When in Doubt
Consult County Counsel

13

Examples:

“This project is funded by SB 1” (good)

“This project (or others like it) will lose their funding if Proposition 6 is passed.” (likely good)

“Therefore you should vote no on Proposition 6”
(NOT GOOD)

14

What Can You Do?

- Publicize SB 1-funded road and bridge repair projects through normal means
- Share your work with us at CSAC
 - Photos, video, blogs, etc
- Respond, when appropriate, to misinformation about transportation funding
- Projects, Projects, Projects



15

Publicize Your SB1-Funded Projects

- You're all pro's but:
 - News release or media event for major projects
 - Pictures and Video
 - Social Media/Website



16

COUNTY OF SAN MATEO
COUNTY MANAGER'S OFFICE

SEARCH

Translate

[Home](#)
[Clerk of the Board](#)
[Budget Central](#)
[Intergovernmental Affairs](#)
[Newsroom](#)
[Real Property Services](#)
[About Us](#)

Home

Road Repairs, Congestion Relief: Senate Bill 1

Senate Bill 1, the Road Repair and Accountability Act, was signed into law in April 2017. SB 1 raises gasoline taxes and vehicle registration fees to invest \$54 billion statewide over the next 10 years to fix the state highway system as well as local roads, freeways and bridges and puts more dollars toward mass transit and bike and pedestrian projects.

This page is dedicated to showing where the County of San Mateo is investing funds from SB 1.

Spotlight: Your Gas Tax Dollars at Work

In this video, Jim Porter, the County's Director of Public Works, discusses how funds from SB 1 allow the County to accelerate road repair and maintenance projects. The average driver in California spends \$739 per year on wear and tear due to driving on bad roads.*

Want to learn more about where your gasoline taxes and vehicle registration fees are going?
Read our FAQs.

17

Humboldt County Tweet

County of Humboldt Following

@HumCoGov

SB1-funded construction in Whitethorn/Shelter Cove: The Humboldt County Department of Public Works will be replacing 2 culverts at the intersection of Upper Pacific Road and Lower Pacific Road, Whitethorn/Shelter Cove. This project is funded by #SB1. dlvr.it/QZN5Ht

2:35 PM · 3 Jul 2018

18

Humboldt County Webpage

19

Resources

CSAC SB1 Webpage

<http://www.counties.org/post/sb-1-road-repair-and-accountability-act-2017>

RebuildingCA.gov

<http://rebuildingca.ca.gov>

San Mateo County Video

https://www.youtube.com/embed/_yyCZDD5Do0

ILG Document

<http://www.ca-ilg.org/document/three-explanatory-resources-ballot-measure-activities>

Questions?

Contact Information:

Kiana Valentine kvalentine@counties.org

916-327-7500 ext. 566

Jennifer Henning jhenning@counties.org

916-327-7535

Gregg Fishman gfishman@counties.org

916-327-7500 ext. 516

21

VI. ACTION CALENDAR

- A. Agreement with Token Transit for Electronic Ticketing and Purchasing



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

July 20, 2018

Luis Plancarte, Chairman
Imperial County Transportation Commission
1503 N. Imperial Avenue, Suite 104
El Centro, CA 92243

SUBJECT: Agreement with Token Transit for Electronic Ticketing and Purchasing

Dear Commission Members:

The Imperial Valley Transit (IVT) system currently accepts cash payments via farebox and advance ticket sales. All advance ticket sales are distributed in the form of paper ticketing and offer small discounts to the buyer when buying in quantities of twenty (20). Paper tickets can be purchased at member agency City Hall's and at the transit service maintenance facility located at 792 E. Ross Road, El Centro, CA 92243. Tickets can be purchased by members of the general public, private entities or public agencies alike.

In recent months, staff began discussions with a private for profit entity named Token Transit (Token) to potentially utilize Token's mobile ticketing software. The software allows passengers, private and public entities to view available ticket options (Regional Zone, Local Zone, Senior, etc.) and purchase electronic tickets in single or bulk similar to that of paper tickets. The tickets are then stored on the purchasers mobile device for use at the passengers discretion. For public or private entities, the purchaser can distribute tickets to individual passengers via the app as long as the receiver has the app on their personal mobile device. The ability to distribute electronic tickets by the entity to a specific user will also deter possible fraudulent activities such as ticket copying or resales.

When utilizing the current paper tickets, passengers present the ticket(s) to the driver prior to inserting the ticket into the farebox. The tickets are later tallied and counted against fare revenue by the operator. When attempting to use the electronic ticket the passenger will access their archived electronic tickets and show it to the driver when boarding. The electronic ticket will have a timer and image to allow the driver to determine the authenticity of the ticket. Once the timer expires the electronic ticket will be removed from the passenger's electronic ticket inventory and can no longer be used.

All electronic purchases will be deposited into an account which will be counted as fare revenues. Token will charge a 10% fee for all electronic ticket sales. Monthly accounting documentation will be prepared to ensure accurate fees are being paid and ticket sales are accounted for. Staff in conjunction with Token will review the monthly statements to determine accuracy. Token fees are expected to be variable so no definitive impact to the fare revenues can be determined.

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

Staff recommends the implementation of a one (1) year pilot program providing the mobile ticketing service to service lines that interact with the Imperial Valley College (IVC). Staff has discussed the proposed mobile ticketing service with IVC staff and has received positive feedback. If approved, staff intends to present the possibility of utilizing the mobile ticketing app with the student population prior to the commencement of the fall semester. Should the implementation of the application prove to be successful, staff will begin discussions with Token on extending the service agreement to expand beyond the pilot program's one-year term.

The ICTC Management Committee met on July 11, 2018 and forwards this item to the Commission for their review and approval after public comment, if any:

1. Authorize the Chairman to sign the Agreement with Token Transit to provide electronic ticketing and purchasing services effective July 1, 2018 through June 30, 2019.

Sincerely,



MARK BAZA
Executive Director

MB/ksw/cl

Attachment



**TOKEN TRANSIT™ AGREEMENT
FOR SOFTWARE AND SUBSCRIPTION SERVICES**

This Agreement for Token Transit Software and Subscription Services (“**Agreement**”) dated _____, 201█ (the “**Effective Date**”), is made by and between Token Transit, Inc., a Delaware corporation (“**TT**”), with its principal place of business located at 350 Townsend St. Suite 110, San Francisco, CA 9410, and [the Imperial County Transportation Commission \(ICTC \) , a county transportation commission created pursuant to California Public Utilities Code section 132800](#) (“**Customer**”), with its principal place of business located at [1503 N. Imperial Ave Suite 104, El Centro Ca. 92243](#) (each of TT and Customer may be referred to as a “**Party**”) with respect to the following:

WHEREAS, TT is the owner of a transportation ticketing and administration service, software, and related materials (collectively, the “**Service**”) which includes a downloadable mobile application (the “**TT App**”) currently available for Android and Apple smartphone devices allowing riders to purchase transit passes using credit or debit cards (among other payment methods that may be added to the Service), and then activate those digital passes which are visually validated by transit operators at the time of use; and

WHEREAS, the Customer seeks to (i) use the Service for the sale and purchase of transit fares to allow riders of Customer’s transit system located in Imperial County (such riders of Customer are referred to herein as “**Riders**”) [to focus during the first year on Imperial Valley College \(IVC\) students on Imperial Valley Transit \(IVT\) buses and in subsequent years on all ridership](#) (pre-paid digital transit fares for Riders purchased through the Service are referred to herein as “**Digital Fares**”) and (ii) to provide Feedback Information (defined below) to TT to enable TT to improve the Service;

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be bound hereby, the Parties hereby agree as follows:

TERMS AND CONDITIONS

Section 1 Service.

1.1 License Grant; Customer Policy Information.

(a) Subject to the terms of this Agreement, TT grants to Customer, during the Term, a limited, nontransferable, nonexclusive right to access and use the Service, as TT may modify it from time to time, in connection with Customer’s Riders, solely for Customer’s internal purposes. Riders will download the TT App directly from TT and/or TT’s authorized distribution platforms (e.g., the Apple App Store and/or the Google Play Store).

(b) Customer shall provide TT with information regarding Digital Fares such as refund and Digital Fare expiration information (“**Customer Policy Information**”). TT currently makes available a web portal as part of the Service which is subject to the terms herein (and TT’s then current website terms of service applicable to the web portal, if any) in order for Customer to upload Customer Policy Information and/or access certain data from TT such as payment reports. Customer represents and warrants that it has all rights and authorizations necessary to grant the rights stated in this Agreement, to provide TT with Customer Policy Information, and that the Customer Policy Information is accurate.



1.2 Restrictions. Customer shall not reverse assemble, reverse compile or reverse engineer the Service including any software, or otherwise attempt to discover any Service source code or underlying Confidential Information (as that term is defined below). For the avoidance of doubt, Customer is not granted any rights to distribute the TT App. Customer will not remove or export the Service or any TT Confidential Information from the United States.

1.3 Support Obligations.

(a) As part of the Services, TT will (i) make available through the TT App the ability of Riders to purchase Digital Fares and, based on the then current functionality of the TT App to view Customer Policy Information as may be provided by Customer and (ii) provide commercially reasonable customer service to Customer's Riders with respect to the functionality of the TT App and to Customer in a manner consistent with the support that it provides all users of the TT App and its other transit customers, as TT determines in its discretion, respectively.

(b) Customer hereby authorizes the sale of Digital Fares to Riders via the Service. Customer shall be responsible throughout the Term (and thereafter as stated in Section 10.3) for (i) ensuring that the correct fare structure, including fees and Digital Fare expiration terms are incorporated into and/or provided through the Service, (ii) validating that each Rider has purchased the correct Digital Fare for the ride, as reflected in the TT App, at the time of the ride, (iii) ensuring that only authorized representatives access the web portal component of the Service on behalf of Customer and that all such data obtained by Customer from TT is used solely as permitted in this Agreement for Customer's internal purposes and in compliance with all applicable laws, rules, and regulations ("**Applicable Laws**"), and (iv) providing all customer support for Riders relating to Customer's transit service, which may include the

ability to issue refunds to Riders through the TT web portal. Customer shall honor the Digital Fares and comply with the Customer Policy Information.

1.4 Feedback Information. TT seeks feedback and evaluation from Customer on the performance of the Service ("**Feedback Information**"), which Customer agrees to provide. TT may, at its sole discretion, utilize the Feedback Information to improve or to enhance the Service. With respect to the Feedback Information, Customer hereby assigns to TT any invention, work of authorship, idea, information, feedback or know-how (whether or not patentable) or other Feedback Information that is conceived, learned or reduced to practice in the course of performance under this Agreement and any patent rights, copyrights (including moral rights; provided that any non-assignable moral rights are waived to the extent permitted by law), trade secret rights and all other intellectual property rights of any kind with respect thereto. Customer agrees to take any action reasonably requested by TT to evidence, perfect, obtain, maintain, enforce or defend the foregoing. Feedback Information shall be deemed Confidential Information of TT.

1.5 Retained Rights. Except for the rights expressly licensed pursuant to this Agreement, TT retains all right, title, and interest in and to the Service (and all other products, works, and other intellectual property created, used, or provided by TT for the purposes of this Agreement).

Section 2 Confidentiality.

2.1 Confidential Information. As used herein, "**Confidential Information**" means all confidential and proprietary information of a Party ("**Disclosing Party**") disclosed to the other Party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including all code, inventions, know-how, business,



technical, and financial information. The terms of this Agreement, Rider Data (defined below), and any non-public element of the Service are deemed the Confidential Information of TT without any further marking or designation requirement. Confidential Information shall not include, or shall cease to include, as applicable, information or materials that (a) were available to the public on the Effective Date; (b) become available to the public after the Effective Date, other than as a result of violation of this Agreement by Receiving Party; (c) were rightfully known by the Receiving Party prior to its receipt thereof from the Disclosing Party; (d) are or were disclosed by the Disclosing Party generally without restriction on disclosure; (e) the Receiving Party received from a third party without that third party's breach of agreement or obligation to the Disclosing Party; or (f) are independently developed by the Receiving Party.

2.2 Non-Disclosure. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission. For the avoidance of doubt, Confidential Information may be shared with the Receiving Party's employees, contractors, agents, sub-contractors, or consultants as required to perform Receiving Party's obligations hereunder; provided that, such individuals have agreed to be bound by obligations of confidentiality that are at least as restrictive as those contained in this Section 2. Each Party agrees to protect the confidentiality of the Confidential Information of the other Party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either Party exercise less than reasonable care in protecting such Confidential Information. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior timely notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance. Absent the

entry of a protective order, the Disclosing Party shall disclose only such information as is necessary to be disclosed in response to such subpoena, court order or other similar document.

Section 3 Rider Data.

3.1 Rider Data. The phrase "**Rider Data**" means and refers to any data provided or inputted by or on behalf of the Customer's Riders via the Service (e.g., through the TT App) for the sale or purchase of Digital Fares using the TT App, which may include email address, full name, cardholder information, credit cards or debit card information and bank information of the Riders, and any other data as described in TT's privacy policy for the TT App (as that privacy policy may be amended from time to time). Customer agrees and acknowledges that TT has a direct relationship with Customer's Riders via the TT App through which it collects Rider Data (along with similar data from riders of other transit customers of TT), and accordingly, Rider Data is owned and controlled by TT.

3.2 TT Obligations. TT shall:

(a) use the Rider Data in compliance with its privacy policy (as it may be updated from time to time) and Applicable Laws; (b) comply with applicable Card Networks' Operating Rules (i.e., applicable PCI standards, if any), as the same may be amended from time to time; provided, however, that Customer agrees and acknowledges that TT uses the services of third party payment processors who, as between TT and such third party, shall be solely responsible for their acts and omissions; and (c) maintain commercially reasonable industry-standard administrative, physical, and technical safeguards to protect the security and integrity of the Service and Rider Data.

3.3 Customer Obligations. In the event that TT, in its sole discretion, shares any Rider Data with Customer, Customer shall (a) use (i) Rider Data at all



times in compliance with the terms of this Agreement and (ii) personally identifiable Rider Data for the sole purpose of providing customer support to Riders during the Term; (b) use Rider Data in compliance with the then current TT privacy policy, Applicable Laws, and Card Networks' operating rules (as the same may be amended from time to time), and any written instructions from TT; (c) maintain industry-standard administrative, physical, and technical safeguards to protect the security and integrity of Rider Data and notify TT in the event of any unauthorized access to, loss of, or use of Rider Data; (d) return or securely destroy such Rider Data at the request of TT and (e) treat such Rider Data as the Confidential Information of TT.

Section 4 Fees and Payment.

4.1 Fees. In consideration for the Services set forth herein, the Customer will pay a fee ("Fee") in the form of commissions retained by TT for Digital Fares purchased by Riders through the Service during each calendar month as follows:

For each Digital Fare purchased by a Rider for use on Customer's transit system during the Term, TT will retain a Fee of (a) 10% of the gross total proceeds of the transaction processed by the Service that is greater than or equal to \$2.00 and (b) \$.06 + 7% of the gross total proceeds of the transaction processed by the Service that is less than \$2.00.

TT will forward the net total proceeds (less the Fee), taking into account any refunds, credits, chargebacks in accordance with TT's then current policy, or other make-goods granted, to Customer on a monthly basis, within 5 business days following the end of each calendar month; for the avoidance of doubt, TT may delay payment if a negative balance occurs until Customer has a positive balance in its account.

4.2 Reports. TT shall provide Customer with reports showing the Fee calculation and/or access to an online reporting system as part of the Service

("Reports"). If Customer believes that TT has calculated the Fee incorrectly, Customer shall notify TT by no later than 30 days after the date on the first Report in which the error or problem appeared. TT will investigate such alleged error or problem, and will provide Customer an adjustment or credit if such error or problem is confirmed by TT.

4.3 Taxes. Each Party will be responsible for any applicable taxes and TT may withhold from any payments to Customer any taxes that are required to be withheld under Applicable Laws.

Section 5 Customer Identification; Use of Trademarks.

For the term of this Agreement, TT may disclose to third parties that Customer is one of its customers (including, without limitation, by using Customer's name(s), mark(s), and logo(s) in its publicity and marketing materials, its website, social media and in the connection with the Service). Similarly, during the Term, Customer is authorized to use TT's name, mark(s) and logo(s) in Customer's municipal publications, website, social media, publicity and marketing materials, solely for publicizing the availability of the Service to its Riders.

Section 6 Warranty ~~Disclaimer~~ and Indemnification Against Infringement.

~~TT represents, and Customer acknowledges and agrees, that the Service is experimental in nature and that the Service, including all components thereof (e.g., the TT App), and access thereto are provided "AS IS" and may not be fully functional. TT DISCLAIMS ALL WARRANTIES AND CONDITIONS RELATING TO THE SERVICE, WHETHER LEGAL, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES AND CONDITIONS OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, AND QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING FROM STATUTE, USAGE OF TRADE, COURSE OF DEALING OR OTHERWISE. THE~~



~~PARTIES ARE NOT RELYING AND HAVE NOT RELIED ON ANY REPRESENTATIONS, CONDITIONS OR WARRANTIES WHATSOEVER REGARDING THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER LEGAL, EXPRESS OR IMPLIED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING DISCLAIMERS, TT MAKES NO WARRANTY, AND PROVIDES NO CONDITIONS, AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE ERROR-FREE OR AVAILABLE AT ANY GIVEN TIME.~~

TT warrants that the Service, including, without limitation, all components thereof (e.g., the TT App) provided by TT are free from trade secret, trademark, copyright and patent infringements. TT shall indemnify, hold harmless, and defend Customer and each of its members, board members, officers, officials, employees and agents from and against all Claims arising from all suits of law or actions of every nature for or on account of the infringement of any trade secret, patent, trademark or copyright by reason of the use of any proprietary documents, materials, equipment, devices, components, applications or processes provided as part of the Service under this Agreement. This section shall survive expiration or termination of this Agreement.

Section 7 Indemnification.

~~7.1 TT Indemnification. TT shall indemnify, defend and hold harmless Customer from and against any and all third party claims, damages, losses, expenses or liabilities, including, but not limited to, reasonable legal fees, in each case payable to unaffiliated third parties, arising out of or resulting from the following: (a) the TT's breach of confidentiality obligations under Section 2 of this Agreement; and (b) the willful misconduct or the gross negligence of TT, its officers, agents, and employees; and (c) breach of any covenant or representation herein.~~

TT shall indemnify, hold harmless and defend Customer and each of its members, board members, officers, officials, employees and agents from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by TT, Customer or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct of TT or any of its officers, officials, employees or agents in the performance of this Agreement.

~~7.2 Customer Indemnification. Customer shall indemnify, defend and hold harmless TT from and against any and all third party claims, damages, losses, expenses or liabilities, including, but not limited to, reasonable legal fees, in each case payable to unaffiliated third parties, arising out of or resulting from the following: (a) the Customer's breach of obligations under Section 2 or Section 3.3 of this Agreement; (b) claims, including from Riders, regarding or relating to the Customer's transit service including those relating to expired but unused Digital Fares and any unauthorized use or disclosure of Rider Data; (c) the willful misconduct or the gross negligence of Customer, its officers, agents, and employees; and (d) breach of any covenant or representation herein.~~

Customer shall indemnify, hold harmless and defend TT and each of its officers, officials, employees and agents from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by Customer, TT or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and



litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct of Customer or any of its members, board members, officers, officials, employees or agents in the performance of this Agreement; provided nothing herein shall constitute a waiver by Customer of governmental immunities including California Government Code section 810 et seq.

7.3. Waiver. Conduct. ~~A Party's indemnification obligations under Section 7 shall not apply unless: (a) the indemnifying Party has the sole right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise, and to settle or compromise any such claim; (b) the indemnified Party cooperates; and (c) the indemnified Party gives the indemnifying Party prompt written notice of any threat, warning, or notice of any such claim or action, with copies of any and all documents the indemnified Party may receive relating thereto.~~

TT agrees that this Agreement shall in no way act to abrogate or waive any immunities available to ICTC under the Tort Claims Act of the State of California.

7.4 Survivability. This section shall survive termination or expiration of this Agreement.

~~**Section 8 — Damage Disclaimer and Liability Limitation.**~~

~~8.1 — Disclaimer of Damages. TT's aggregate maximum liability for damages arising out of or in connection with this Agreement, whether based upon a theory of contract or tort (including negligence) or otherwise, shall not exceed the amount of the Fee paid or due during the prior 12 month period. The Parties further acknowledge that nothing in this Section 8.1 shall be deemed to waive the rights to equitable relief.~~

~~8.2 — Exclusion of Certain Damages. Subject to (i) Customer's obligation to pay Fees, (ii) breach of Section 1.2, and (iii) Customer's infringement of TT's intellectual property rights, to the maximum extent permitted by law, in no event shall either Party be liable for any special, punitive, consequential, incidental, or indirect damages, including loss of profits, income, goodwill, cost of procurement of substitute goods or services, or revenue, in connection with this Agreement.~~

~~8.3 — Basis of Bargain. EACH PARTY RECOGNIZES AND AGREES THAT THE DISCLAIMERS AND LIMITATIONS OF LIABILITY AND REMEDY IN THIS AGREEMENT : (a) ARE MATERIAL AND BARGAINED FOR BASES OF THIS AGREEMENT; AND (b) THEY HAVE BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT.~~

Section 9 Non-Assignment.

Neither Party may assign or transfer this Agreement or any interest therein directly or indirectly, by operation of law or otherwise, without the prior written consent of the other Party, which shall not be unreasonably withheld; provided, however, that TT may assign or transfer this Agreement or any interest therein to an affiliate or a successor to all or substantially all of its business or assets, whether through an acquisition, merger, change of control, or otherwise. Any attempted assignment or transfer in violation of this Section shall be void and without effect.

Section 10 Term; Termination.

10.1 Term. This Agreement will commence upon the Effective Date and continue in effect for a period of 365 days commencing upon public launch of the Service for use with Riders, unless earlier terminated as set forth herein ("**Initial Term**"). Unless



terminated earlier as permitted herein, the Agreement will be extended automatically for successive additional terms of 90 days at the end of the Initial Term and each renewal term (collectively, the “**Term**”).

10.2 Termination. Either Party may elect not to renew this Agreement by giving written notice to the other Party at least 20 days prior to the end of the then current (initial or renewal) term. Either Party may terminate this Agreement for any reason or no reason upon 30 days’ written notice to the other Party at the address listed above, or immediately upon notice of any breach by the other Party of the provisions of this Agreement. Upon termination, the license granted hereunder will terminate and Customer shall immediately return or, at TT’s election permanently destroy, any and all documents, notes and other materials regarding the Service to TT, including, without limitation, all software, Confidential Information, including any Rider Data, and all copies and extracts of the foregoing. At TT’s request Customer will certify that all Rider Data has been permanently deleted.

10.3 Obligations to Customer’s Riders Upon Termination. Upon termination or expiration of this Agreement (a) TT shall terminate the right of the Customer’s Riders to purchase any new fares on Customer’s transit service and (b) TT and Customer shall each keep active the right of customers to activate and use existing pre-purchased but unused Digital Fares for a period of 120 days from the expiration or termination date of this Agreement. For the avoidance of doubt, TT shall have no obligation to support pre-purchased Digital Fares for more than 120 days after termination or expiration of this Agreement regardless of Customer’s policy.

Section 11 General

11.1 Applicable Law. This Agreement shall become effective only upon its execution by both TT and Customer and it shall be governed by and

construed in accordance with the laws of the State of California without regard to the conflicts of laws provisions therein. The jurisdiction and venue for actions related to then subject matter of this Agreement shall be the California State and United States Federal Courts located in San Francisco, California, and each Party hereby submits to the personal jurisdiction of such courts.

11.2 Legal Fees. In any action to enforce this Agreement, the prevailing Party will be entitled to costs and reasonable legal fees.

11.3 Severability. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

11.4 Force Majeure. If the performance of this Agreement or any obligation hereunder is prevented or restricted by reasons beyond the reasonable control of a Party or its subcontractors, the Party so affected shall be excused from such performance to the extent of such prevention or restriction.

11.5 Entire Agreement and Amendment. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties. There are no representations, warranties or other agreements between the Parties, in connection with the subject matter of this Agreement except as specifically set out in this Agreement. Any modifications of this Agreement must be in writing and signed by both Parties.

11.6 Notices. All notices, demands, requests or approvals to be given under this Agreement, must be in writing and will be deemed received when



delivered personally, by email, or on the third business day after deposit in the mail, postage prepaid, registered or certified, addressed as follows:

All notices, demands, requests or approvals to the Customer:

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

All notices, demands, requests or approvals to TT:

Token Transit, Inc.
350 Townsend St. Suite 110,
San Francisco, CA 9410
Attention: Morgan Conbere

11.7 Equitable Relief. Due to the unique nature of the Parties' Confidential Information disclosed hereunder, there can be no adequate remedy at law for a Party's breach of its obligations hereunder, and any such breach may result in irreparable harm to the non-breaching Party. Therefore, upon any such breach or threat thereof, the Party alleging breach shall be entitled to seek injunctive and other appropriate equitable relief in addition to any other remedies available to it, without the requirement of posting a bond.

11.8 Independent Contractors. The Parties shall be independent contractors under this Agreement, and nothing herein shall constitute either Party as the employer, employee, agent, or representative of the other Party, or both Parties as Parties to a joint venture or partners for any purpose.

11.9 Headings and Interpretation. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement. For purposes of this Agreement: (a) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice versa.

11.10 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

11.11 Survival. Sections 1.2, 1.3(b), 1.4., 1.5, 2, 3.1, 3.3, 4 (e.g., for Fees not yet paid as of termination), 5, 6, 7, 8, 10.2 (obligations upon termination), 10.3, 11.1-11.11 and other terms which by their nature are intended to survive, shall survive termination or expiration of this Agreement.

11.12 Insurance. Each Party shall maintain throughout the Term insurance as it deems appropriate in connection with its respective obligations hereunder.

[SIGNATURE PAGE FOLLOWS]



In witness whereof, the Parties, having all required authority, have caused this Agreement to be executed on the date and year first written above.

IMPERIAL COUNTY TRANSPORTATION COMMISSION

CHAIRPERSON

ATTEST:

Cristi Lerma, Secretary to the Commission

TOKEN TRANSIT, INC.

By: _____

Name: _____

Title: _____

Approved as to form:

By: _____
Eric Havens
Deputy County Counsel