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**TRANSPORTATION COMMISSION
AGENDA**

**WEDNESDAY, AUGUST 22, 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: July 25, 2018 Pages 4-9
B. Receive and File:
1. ICTC Management Committee Draft Minutes: August 8, 2018

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

- A. ICTC Executive Director
• See attached Executive Director Report on page 11
B. Southern California Association of Governments
• See attached report
C. California Department of Transportation – District 11
• See attached report on page 18
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 for Professional Financial Auditing Services - FY 2017-18 through FY 2019-20 Page32

The Executive Director forwards this item to the Commission for their review and approval after public comment, if any:

1. Authorize the Chairman to sign the agreement for the ICTC Agreement for Professional Financial Auditing Services effective September 1, 2018, for the audit period FY 2017-18 through FY 2019-20, with the firm of Vavrinek, Trine, Day & Co., LLP:
 - A. For the fiscal reporting period of July 1, 2017 through June 30, 2018, the annual not to exceed fee set at \$68,200
 - B. For the fiscal reporting period of July 1, 2018 through June 30, 2019, the annual not to exceed fee set at \$87,700
 - C. For the fiscal reporting period of July 1, 2019 through June 30, 2020, the annual not to exceed fee set at \$83,700

VII. MEETING DATE AND PLACE

- A. The next meeting of the **Imperial County Transportation Commission** will be held on **Wednesday, September 26, 2018 at 6:00 p.m.**, at the **County of Imperial Board Chambers**, at 940 W. Main Street, El Centro, CA.

VIII. ADJOURNMENT

- A. Motion to adjourn

IV. CONSENT CALENDAR

A. APPROVAL OF ICTC COMMISSION DRAFT
MINUTES:
JULY 25, 2018

B. RECEIVE AND FILE:
1. ICTC Management Committee Minutes :
AUGUST 8, 2018

IMPERIAL COUNTY TRANSPORTATION COMMISSION

DRAFT MINUTES FOR July 25, 2018

6:00 p.m.

VOTING MEMBERS PRESENT:

City of Calexico	Bill Hodge
City of Calipatria	Maria Nava-Froelich
City of El Centro	Cheryl Viegas-Walker
City of Imperial	Robert Amparano – Vice-Chair
City of Westmorland	Larry Ritchie
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; Marcelo Peinado, Jesus “Chi” Vargas: Caltrans

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, July 25, 2018 together with staff reports and related documents attached thereto and incorporated therein by reference.

I. CALL TO ORDER AND ROLL CALL

Vice-Chair Amparano called the Commission meeting to order at 7:52 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-Froelich and seconded by Hodge to approve the consent calendar as presented. **Motion Carried** unanimously.

- A. Approved the ICTC Commission Draft Minutes: June 27, 2018
- B. Received and File:
 - 1. ICTC Management Committee Draft Minutes: June 13, 2018

V. REPORTS

- A. ICTC Executive Director
 - The Executive Director report can be found on page 9 of the agenda.
- B. Southern California Association of Governments (SCAG)

- A SCAG report can be found on page 17 of the agenda.
- C. California Department of Transportation (Caltrans)
 - A Caltrans report can be found on page 20 of the agenda.
- D. Commission Member Reports
 - There were several Committee Member reports from various agencies.

VI. ACTION CALENDAR

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

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

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

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

VII. INFORMATION CALENDER

- A. Senate Bill 1 and Proposition 6

Mr. Baza informed the Commission that the bill to appeal SB 1, named as Proposition 6 will be on the November ballot. Mr. Baza requested that agencies provide a list of projects using SB 1 funds to list and post on the ICTC website.

VIII. CLOSED SESSION

- A. Motion to Adjourn to Closed Session ([Nava-Froelich/Hodge](#))
- 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)
The Commission met in closed session, no final action was taken and direction was given.

IX. ACTION CALENDAR

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

A motion was made by [Nava-Froelich](#) to increase the Executive Director's salary by a little over 3% to \$150,000 annual salary, seconded by [Hodge](#), **Motion Carried unanimously.**

X. NEXT 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. Meeting adjourned at 9:23 p.m.

**IMPERIAL COUNTY TRANSPORTATION COMMISSION
MANAGEMENT COMMITTEE**

DRAFT MINUTES OF August 8, 2018

10:30 a.m.

VOTING MEMBERS PRESENT:

City of Brawley	Rosanna Bayon Moore
City of Calexico	David Dale
City of El Centro	Liz Zarate for Marcela Piedra
City of Holtville	Nick Wells
City of Imperial	Stefan Chatwin
County of Imperial	Tony Rouhutas
County of Imperial	Esperanza Colio-Warren

STAFF PRESENT: Mark Baza, Kathi Williams, Cristi Lerma

OTHERS PRESENT: David Salgado: SCAG; Jesus “Chi” Vargas: Caltrans

The following minutes are listed as they were acted upon by the Imperial County Transportation Commission Management Committee and as listed on the agenda for the meeting held Wednesday, August 8, 2018 together with staff reports and related documents attached thereto and incorporated therein by reference.

I. CALL TO ORDER AND ROLL CALL

Chair Dale called the Committee meeting to order at 10:39 a.m. Roll call was taken. Introductions were made.

II. EMERGENCY ITEMS

A. There were none.

III. PUBLIC COMMENTS

There were none.

IV. CONSENT ITEMS

A motion was made by [Wells](#) seconded by [Chatwin](#) to approve the consent calendar as presented. **Motion carried unanimously.** Items 4A and 4B were approved.

V. REPORTS

A. ICTC Executive Director

Mr. Baza had the following updates:

- ICTC received a CMAQ federal program to complete the environmental and design plans for the Calexico Intermodal Transportation Center (ITC). ICTC staff is completing the Caltrans award review process and ICTC staff anticipates an award during the August Commission Meeting, if approved by Caltrans Audits and Investigations Department.
- 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. A fourth stakeholder meeting will be held at the Carmen Durazo Cultural Arts Center on August 16, 2018 to discuss the northbound traffic shift striping and signage plan. 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.

- A complete list of ICTC updates can be found on Page 11 of the agenda.
- B. Southern California Association of Governments (SCAG)
Updates were provided by Mr. Salgado and can be found on Page 18 of the agenda.
- C. Caltrans Department of Transportation – District 11
The following updates were provided by Mr. Vargas and can be found on page 21 of the agenda.
- D. Committee Member Reports
- Mr. Dale informed the committee regarding the Cesar Chavez project. There were some issues with the lowest bidder not meeting the DBE and Good Faith Efforts goals. Construction should begin next month if the contract gets awarded soon.
 - Mr. Dale congratulated Ms. Esperanza Colio-Warren for her new position as the Deputy CEO.

VI. LTA ACTION CALENDAR

- A. LTA Audit and Accountancy Agreement for the Local Transportation Authority (LTA): FY 2017-18, FY 2018-19 and FY 2019-20

The ICTC Management Committee met on August 8, 2018 and forwarded this item to the LTA Board for review and approval after public comment, if any.

1. Authorize the Chairman to sign the agreement and engagement letter for financial audit services effective July 1, 2018, for the audit period FY 2017-18, FY 2018-19 and FY 2019-20 with the firm of The Pun Group for the not to exceed annual fees per the following schedule:
 - a. For the audit period July 1, 2017 through June 30, 2018, the annual not to exceed fee set at \$75,000
 - b. For the audit period July 1, 2018 through June 30, 2019, the annual not to exceed fee set at \$76,500
 - c. For the audit period July 1, 2019 through June 30, 2020, the annual not to exceed fee set at \$78,030

A motion was made by [Chatwin](#) seconded by [Wells](#), **Motion carried** unanimously.

VII. NEXT MEETING DATE AND PLACE

The next meeting of the **Management Committee** will be held on **September 12, 2018** at the **County of Imperial, El Centro, CA 92243**

VIII. ADJOURNMENT

A. Meeting adjourned at 11:05 a.m.

V. REPORTS

- A. ICTC EXECUTIVE DIRECTOR REPORT
- B. SOUTHERN CALIFORNIA ASSOCIATION OF
GOVERNMENTS
- C. CALTRANS - DISTRICT 11



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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 Management Committee Meeting on August 29, 2018

- 1) **Imperial Valley Council of Governments (IVCOG):** The IVCOG Joint Powers Authority development has been discussed at length by the City/County Managers during CCMA meetings. The following are the next steps and goal for completion:
 - Goal: Consensus among the group was to have a goal to complete the agreement and establish the IVCOG by the end of the calendar year 2018.
 - Next Step: Cities and the County would complete their legal review of the agreement.
 - Next Step: City of El Centro and County Public Works to review and determine steps and timeline to transition the IVRMA and SAFE Programs to the IVCOG.
 - Next Step: City Councils and County BOS would take action to approve IVCOG Joint Powers Authority agreement.
 - Complete steps: To transition IVRMA and SAFE programs to IVCOG.
- 2) **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.
- 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. *A fourth stakeholder meeting was held at the Carmen Durazo Cultural Arts Center on August 16, 2018 and the northbound traffic shift striping and signage plan was finalized. 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. The public outreach hours will be: 7:30am to 10:30am; 12:30pm to 2:30pm; and 4:00pm to 7:30pm.*

- 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. *A Strategic Planning Meeting by the IMBA Memorandum of Understanding Signees will be held at 8:30am at ICTC Offices in El Centro on Thursday, October 11, 2018. The regular IMBA meeting will follow the Strategic Planning meeting at 10:00am at ICTC Offices in El Centro on Thursday, October 11, 2018.*
- 5) **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.*
- 6) **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.*
- 7) **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.*
- 8) **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.*

- 9) **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.*
- 10) **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.*
- 11) **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.*
- 12) **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.*
- 13) **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.*
- 14) **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.*

- 15) **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.*
- 16) **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	Obligated
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	Obligated
El Centro	Imperial Ave. extension south	RSTP	CON	\$2,023,000	\$2,090,000	\$4,113,000	Obligated
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	

17) **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 an MOU which will define roles and responsibilities (Audits, Administration and Project Management) for ICTC and IVEDC. Since award, IVEDC staff has been meeting monthly with Consortia members and other webinars toward development of strategies for providing Broadband services for underserved communities. On April 27, 2018, the SBBC held its quarterly meeting highlighting activities by key stakeholders in San Diego and Imperial Valley. *Staff will provide an oral update at the Commission meeting in August.*
- b) The Brawley Transit Corridor Brownfield Assessment: ICTC in partnership with IVEDC received a U.S. Environmental Protection Agency (EPA) Brownfields Communitywide Assessment Grant award of \$300,000 from the Environmental Protection Agency’s Brownfields Assessment Program. This assessment

will be focused along the transit circulator route within the 13 mile Imperial Valley Transit's (IVTs) Brawley Gold Line Transit Route and the Brawley Transit Center that serves as the IVTs North Imperial County transfer terminal. The commercial corridors in the target assessment area include over 100 known commercial properties and suspected historical gas station sites with known or suspected underground tanks in the target area. ICTC will be the fiscal agent and has developed an MOU which will define roles and responsibilities (Audits, Administration and Project Management) or ICTC and IVEDC. SCS Engineers has initiated early Tasks that include the Quality Assurance Project Plan (QAPP) and project management plan as required by EPA. The Steering Committee consisting agency partners is planned to meet in late August. The draft QAPP is nearing completion. The first community outreach meeting is planned for September 2018.

- 18) **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.
- 19) **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 of Road Maintenance and Rehabilitation Account (RMRA) 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. According to CTC staff, all Imperial County cities and the county have completed their project submittals for FY 2018/2019 and are eligible for funding distribution.

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 following is a list of projects for FY 2018-2019.

Agency	Project
Brawley	Rehabilitation of Legion Street from Highway 86 to Evelyn Street
Brawley	Street Rehabilitation – Phase 11
Calexico	Cesar Chavez Boulevard Improvement
Calexico	De Las Flores Street Improvement
Calexico	Second Street Bridge
Calipatria	Freeman Street Rehabilitation between Brown and Commercial Avenues
El Centro	2018 Streets Overlay and Rehabilitation Project
Holtville	Citywide Pavement Rehabilitation Project
Imperial	Storm Drain Installation – Northwest Quadrant of City – Continuing
Imperial County	Includes a total of 70 road improvement projects. List available upon request*
Westmorland	North H Street Improvements
Westmorland	Street Rehabilitation Program – Phase 2

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

- 20) **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. 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 July 31, 2018. For more information refer to the Caltrans ATP page: <http://www.dot.ca.gov/hq/LocalPrograms/atp/cycle-4.html>

2018 Cycle 4 ATP applications for Imperial County include the following applications:

Agency	Project	ATP Amount	Non-ATP Amount
Imperial County	Orchard Road Bike Lane from I-8 to Holtville City Limits	\$1,719,000	\$225,000
Imperial County	Sidewalk Improvements on West Side Heber Ave. from 10th St. to Fawcett Rd.	\$923,000	\$122,000
Imperial County	Sidewalk Improvements on Heffernan Ave. from 14th St. to 10th St.	\$642,000	\$85,000

Imperial County	Sidewalk Improvements on Heffernan Ave. from 11th St. to 6th St.	\$1,311,000	\$172,000
City of Calipatria	City of Calipatria Non-motorized Community Safety Project	\$4,517,000	\$46,000

- 21) **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 has completed the scope of work language in collaboration with SCAG staff and plans to release a request for proposal in fall 2018.*
- 22) **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.*
- 23) **California-Baja California Binational Region:** A Fresh Look at Impacts of Border Delays: Building upon previous Caltrans, SANDAG, and ICTC studies, this project will refine the economic models developed to assess economic impacts of delays at the land ports of entry (POEs) between the San Diego and Imperial Counties region and Baja California, Mexico, on the border region economies. It will also estimate greenhouse gas (GHG) emissions of passenger and commercial vehicles due to northbound and southbound border delays at the six California POEs, and propose strategies to reduce GHG emissions at the border region. Lastly, extensive outreach to government agencies, local border communities, and private sector stakeholders was conducted. The study is scheduled to be completed in 2019.
- 24) **Meetings attended on behalf of ICTC:**
- 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
 - July 31, 2018 – CALCOG CDAC Meeting in Sacramento
 - August 1, 2018 – City of Calexico City Council Meeting
 - August 8, 2018 – ICTC Management Committee Meeting / CCMA Meeting in the City of Imperial
 - August 15-16, 2018 – California Transportation Commission Meeting in San Francisco
 - August 17, 2018 – Mobility 21 Advisory Board Meeting in Los Angeles



Date: August 17, 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) meeting of August 22, 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 *were switched back to their original location on August 1, 2018; meanwhile, Section One will continue under construction until October 2018. On Section Two, westbound traffic will be shifted onto Evan Hewes Highway on August 6, 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 *temporary* closures), and *work is expected to be completed by the end of September.*

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 and 2 is complete. Due to issues with high temperatures, Phase 3 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 has placed the order for two new speed feedback signs, and is waiting for a delivery date from the manufacturer. A new Traffic Investigative Report (TIR) was generated to update existing school zone signs, pavement markings and to provide two rectangular rapid flashing beacons at the C.N. Perry Avenue pedestrian crossing.

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.

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. Please see attached Public Workshop Flyer at the end of this report.*

Southbound access to the POE switched on Tuesday, July 10, 2018 at 7:00 a.m. *Construction of the northbound facility is scheduled to be complete on September 1, 2018; with northbound access expected to become operational in early September.*



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.

5. Senate Bill 1 Projects:

Caltrans is currently working on one project in Imperial County as a result of funding received through SBI, with three additional projects set to begin in fall 2018. Those projects are as follows:

SR-86 Pavement Improvement Project - Construction began July 9

SR-111 & SR-98 Pavement Overlay - Construction expected to begin September 2018

I-8, SR-86, SR-98, SR-111, SR-186 Bridges Project - Construction expected to begin September 2018

SR-98, SR-111 - Construction expected to begin after September 2018

6. 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 Holtville. All inactive and future inactive invoices should have been submitted to the District Local Assistance Engineer (DLAE) before the District 11 deadline of July 27, 2018.*

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

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

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

Local Assistance (Continued)

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

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

Local Assistance (Continued)

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 11-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/>

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 Listserv Email Subscription

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

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

Local Assistance (Continued)

Reminder: Division of Local Assistance Blog (LAB)

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

<http://www.localassistanceblog.com>

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.

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>

SB-1 Workshops for Local Agencies – September 11, 2018 – Class is FULL

Caltrans Division of Local Assistance is presenting SB-1 workshops around the state for agencies receiving funding through the Active Transportation Program, Local Partnership Program, Solutions for Congested Corridors Program, and Trade Corridors Enhancement Program. The workshop will discuss the program and accountability requirements as set forth in the California Transportation Commission (CTC) guidelines.

<http://www.localassistanceblog.com/sb-1-workshops-for-locals/>

October 2 & 3, 2018: Labor Compliance Training – Class is FULL

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

Local Assistance (Continued)

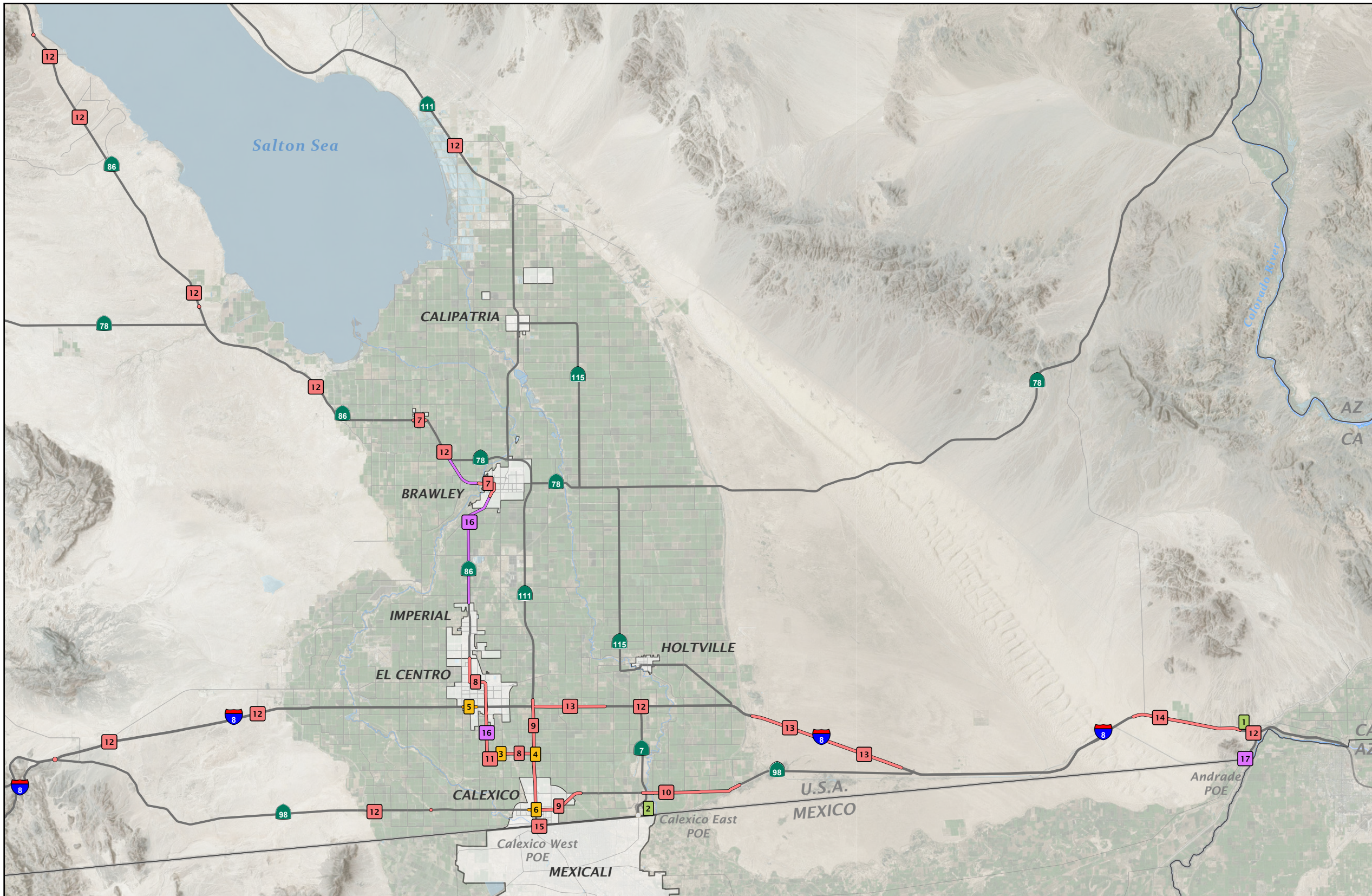
Related Acts, the Code of Federal Regulations, the California Labor Code, and California Code of Regulations to all public works contracts. This two-day training will be held in Caltrans, District 11, at 4050 Taylor Street, San Diego in the Gallegos Conference room.

October 4, 2018 – Highway Bridge Program (HBP) Refresher Course

The purpose of this class is to provide the updated HBP Guidelines, including the programming funding, the current policy on the project priority, and other applicable critical federal requirements. Training will be held at Caltrans, District 11, at 4050 Taylor Street, San Diego, CA in the Gallegos Conference room. There is still space available. The flyer is attached to this report.

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
2. SR-7 All American Canal Bridge Widening

DESIGN

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

CONSTRUCTION

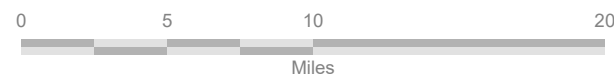
7. SR-86 Pavement Rehabilitation
Construction Start Spring 2018
8. SR-86 Pavement Rehabilitation
Construction Start Spring 2019
9. SR-111/SR-98 Pavement Rehabilitation
Construction Start Summer 2018
10. SR-98 Pavement Rehabilitation
Construction Start Spring 2020
11. SR-86/"Heber Ave" Sidewalk, Transit,
& ADA Improvements Phase 3*
Construction Start Fall 2018
12. Routes 8, 86, 98, 111, and 186 Bridges
Construction Start Fall 2018
13. I-8 Pavement Rehabilitation at Various Locations
Construction Complete Fall 2019
14. I-8 Pavement Rehabilitation at Ogilby Rd to SR-186
Construction Complete Summer 2018
15. SR-111 Calexico West - GSA POE Reconfiguration*
Construction Complete Summer 2018

RELINQUISHMENT

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



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



:Project funded by Senate Bill 1

Abbreviations:

GSA: General Services Administration

: Port of Entry

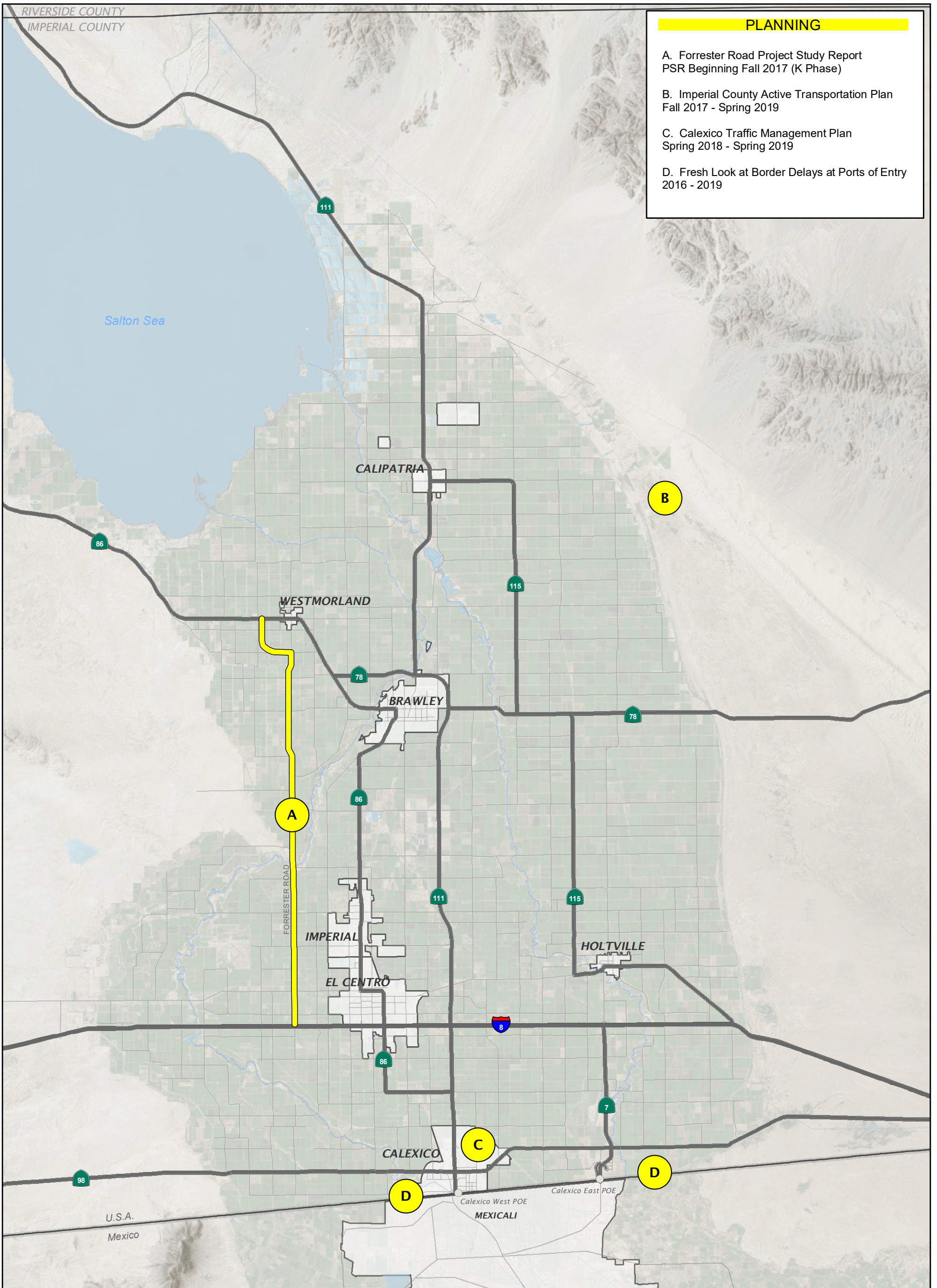
Portions of this map contain geographic information copyrighted by the Imperial County GIS program. All rights reserved. The data provided is "as is" without warranty of any kind.

Date:08/09/2018

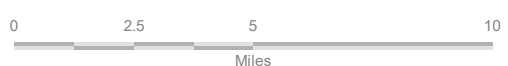
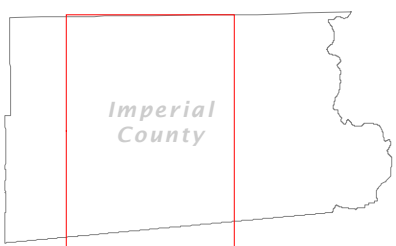
* The California Department of Transportation (Caltrans) is a partner in this study/projects, although not the lead agency.



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



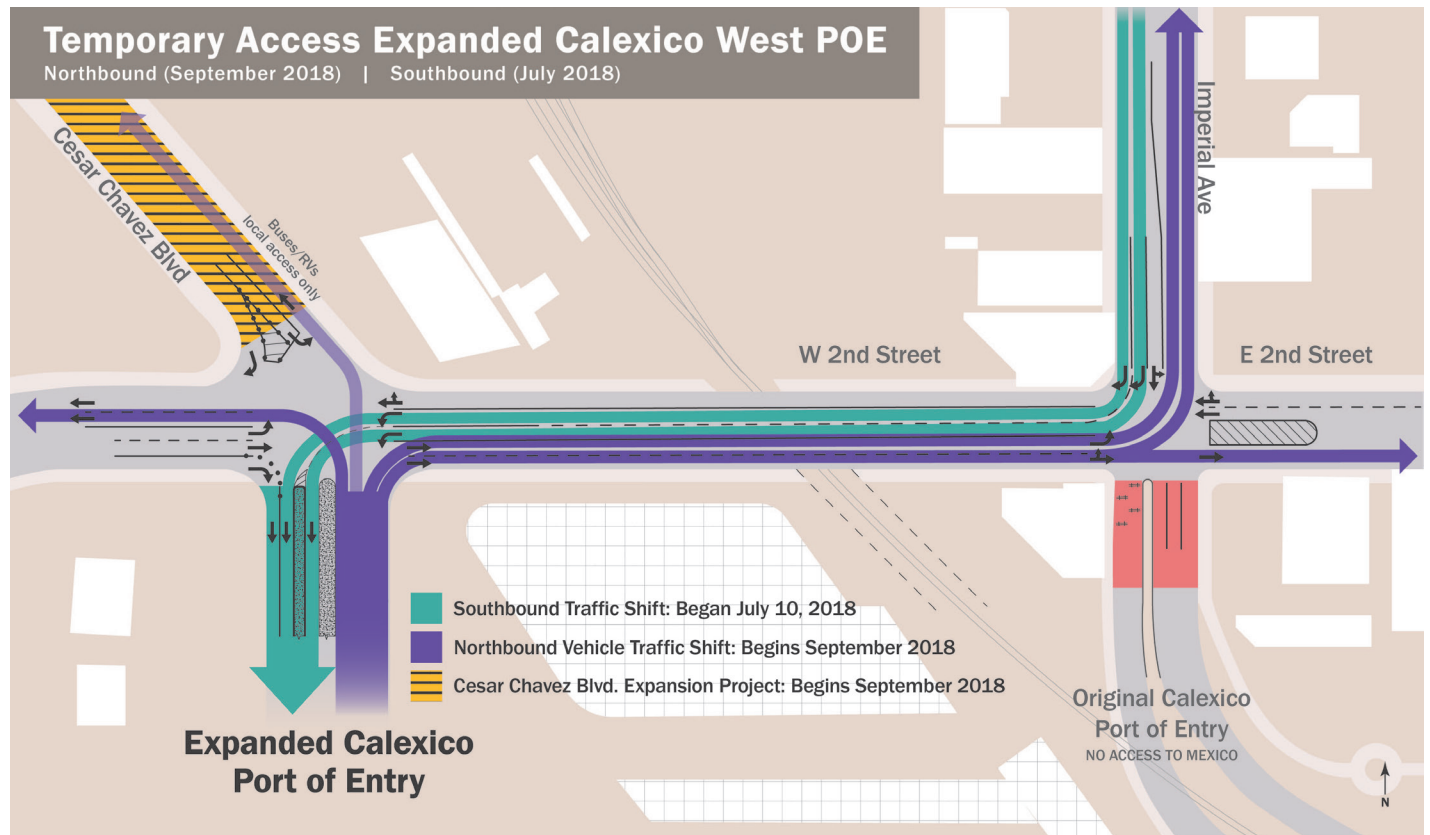
Portions of this map contain geographic information copyrighted by the Imperial County GIS program. All rights reserved. The data provided is "as is" without warranty of any kind.

Date: 07/16/2018

JOIN US FOR A SECOND PUBLIC WORKSHOP

Calexico West (Downtown) Port of Entry

Come learn about the temporary northbound traffic switch, which will happen in September 2018. Traffic entering the United States will use the expanded port access at 2nd Street in Calexico.



PUBLIC WORKSHOP*

*Participants may arrive at any point during the time indicated. Refreshments will be provided.

LOCATION:

Thursday, August 23, 2018

7:30 - 10:30 a.m.

12:30 - 2:30 p.m.

4:00 - 7:30 p.m.

Carmen Durazo Cultural Arts Center
421 Heffernan Avenue, Calexico

FOR MORE INFORMATION:

Virginia Mendoza
Imperial County Transportation
Commission

virginiamendoza@imperialctc.org
(760) 592-4494



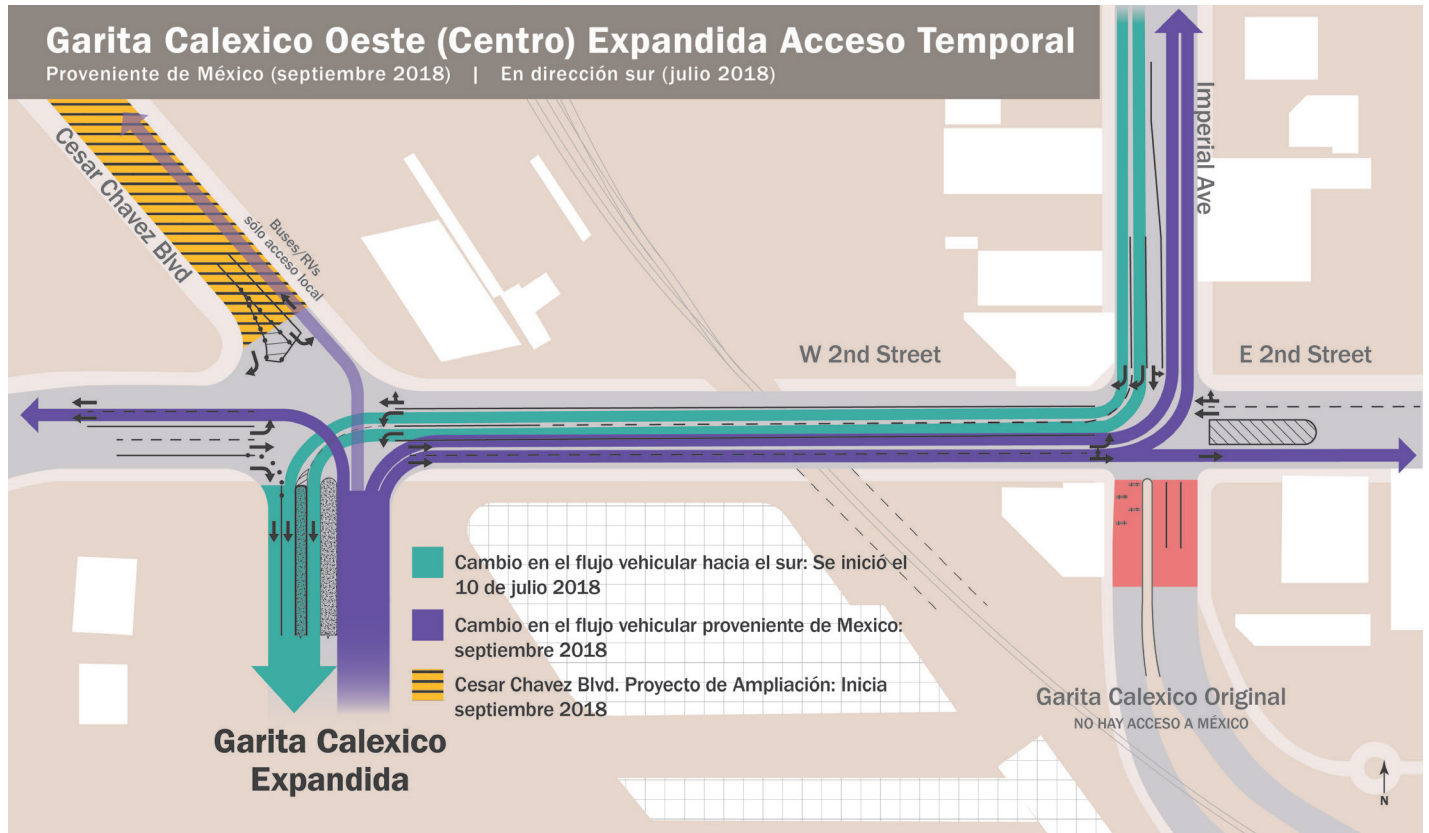
28



ÚNASE A UN SEGUNDO TALLER PÚBLICO

Garita Calexico Oeste (Centro)

Venga y conozca los cambios en el flujo vehicular proveniente de México relacionados a las mejoras de la garita a partir de septiembre 2018. El flujo vehicular hacia Estados Unidos usará el nuevo acceso a través de 2nd Street en Calexico.



TALLER PÚBLICO*

* Participe a cualquier punto durante el tiempo indicado. Se proporcionarán alimentos ligeros.

UBICACIÓN:

Jueves, 23 de Agosto, 2018

7:30 - 10:30 a.m.

12:30 - 2:30 p.m.

4:00 - 7:30 p.m.

Carmen Durazo Cultural Arts Center
421 Heffernan Avenue, Calexico

PARA MAYOR INFORMACIÓN:

Virginia Mendoza
Imperial County Transportation
Commission

virginiamendoza@imperialctc.org
(760) 592-4494



29



HIGHWAY BRIDGE PROGRAM(HBP) REFRESHER COURSE

THURSDAY, OCTOBER 4, 2018
9:00AM – 4:00PM
GALLEGOS CONFERENCE ROOM

PURPOSE: To provide the updated HBP Guidelines, including the programming funding, the current policy on the project priority, and other applicable critical federal requirements.

Registration: Contact ALMA SANCHEZ via email
at: alma_sanchez@dot.ca.gov
Send Name, Agency, Title, Email, Phone Number

The Room Capacity is 50. Registration is open until full.



Caltrans, District 11
4050 TAYLOR STREET
SAN DIEGO, CA 92110

HBP WEBSITE: <http://dot.ca.gov/hq/LocalPrograms/hbrr99/hbrr99a.htm>

VI. ACTION CALENDAR

- A. Agreement for Professional Financial Auditing Services -
FY 2017-18 through FY 2019-20



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

August 17, 2018

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

SUBJECT: Agreement for Professional Financial Auditing Services - FY 2017-18 through FY 2019-20

Dear Commission Members:

The competitive bid for professional audit services recently concluded. The audit agreement is for work associated with fiscal years FY 2017-18, FY 2018-19 and FY 2019-20.

A proposal review team consisting of SCAG and ICTC staff, and Mr. Josue Mercado, a CPA from JM Consulting Resources scored and ranked the five proposals. The scoring process utilized standard categories including but not limited to: relevant staff experience; audit schedule attainment; methodology; references; and costs.

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

- The State Controller’s Office Annual Report of Financial Transactions of Transit Operators
- State Controller’s Office Annual Report of Financial Transactions of Regional Transportation Planning Agencies
- State Controller’s Office Annual Report of the Government Compensation Report
- Single Audit (for federal funds)
- Program audits to satisfy grant program requirements
- Audit Years two and three; a comprehensive annual agency financial audit (CAFR) - The CAFR is a new product required that was not performed in recent past audits

The following summarizes the estimated total hours, average cost per hour, and total costs for three years for each of the proposals received.

Name	Total Hours (Three-Year)	Average Cost/Hour	Total Cost (Three-Year)
Moss, Levy & Hartzheim, LLP	2,106	\$105.31	\$221,773
The Pun Group	1,950	\$102.01	\$198,926
Sotomayor & Associates, LLP	1,602	\$266.33	\$426,659
Vasquez & Associates, LLP	1,674	\$127.85	\$214,017
Vavrinek Trine & Day, LLP	1,886	\$127.04	\$239,600

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

For comparison, the expiring contract's final year allowed a total cost of \$69,905.

The Evaluation Committee recommended that a contract be awarded to the firm of Vavrinek, Trine, Day & Co., LLP (VTD). A summary of the more responsive proposal from VTD indicated that:

1. The members of the project team are all CPAs, with experience focused on governmental accounting with several regional transportation planning and peer transit agencies in Southern California, and are familiar with the technical aspects of ICTC's regulations and transit administrative practices.
2. The project team recently completed a three-year contract with the Local Transportation Authority and are familiar with ICTC staff and accounting practices and software.
3. The project team does not complete corporate or personal taxes, therefore there are no conflicts within the Scope of Work/project schedule.
4. The project team offered value added benefits through their knowledge and association with other similar agencies; including periodic review sessions with ICTC staff on financial reporting, validating and reporting transit related metrics, financial best practices, or a variety of other topics depending on the future needs and interests of ICTC.

The other proposals had shortcomings in one or more areas including but not limited to: a lack of a satisfactory CPA firm peer review, lack of understanding of the various ICTC programs and lack of mention of the required federal single audit report.

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

The expense for this project was identified and approved in the ICTC FY 2018-19 OWP and budget (7416001-525090, 7417001-525090, 7577001), approved on June 27, 2018.

The Executive Director forwards this item to the Commission for their review and approval after public comment, if any:

1. Authorize the Chairman to sign the agreement for the ICTC Agreement for Professional Financial Auditing Services effective September 1, 2018, for the audit period FY 2017-18 through FY 2019-20, with the firm of Vavrinek, Trine, Day & Co., LLP:
 - A. For the fiscal reporting period of July 1, 2017 through June 30, 2018, the annual not to exceed fee set at \$68,200
 - B. For the fiscal reporting period of July 1, 2018 through June 30, 2019, the annual not to exceed fee set at \$87,700
 - C. For the fiscal reporting period of July 1, 2019 through June 30, 2020, the annual not to exceed fee set at \$83,700

Sincerely,



MARK BAZA
Executive Director

MB/ksw/cl

1 **ACCOUNTANCY AGREEMENT**

2 THIS AGREEMENT is made and entered into this _____, 2018 by and
3 between the **IMPERIAL COUNTY TRANSPORTATION COMMISSION** (“ICTC”), and
4 **VAVRINEK, TRINE, DAY & CO., LLP**, a limited liability partnership (“AUDITOR”).

5 **RECITALS**

- 6 **A.** AUDITOR is a limited liability partnership and a duly licensed certified public
7 accounting firm in good standing under the laws of the State of California and is in the
8 business of supplying independent accounting services and assistance to clients.
- 9 **B.** The objective of the audits is an opinion as to whether the individual fund financial
10 statements are fairly presented, in all material respects, in conformity with accounting
11 principles generally accepted in the United States of America. AUDITOR is willing
12 to accept such engagement.
- 13 **C.** ICTC wishes to employ AUDITOR to perform:
- 14 i. California State Controller’s Office entitled “Annual Report of Financial
15 Transaction of Transit Operators”, the “Annual Report of Financial
16 Transaction of Regional Transportation Planning Agencies” for FY 2018,
17 2019, and 2020
 - 18 ii. California State Controller’s Office Government Compensation Report for
19 FY 2018, 2019, and 2020
 - 20 iii. Standalone audits including the Transportation Development Act (TDA-
21 7076), State Transit Assistance Fund (STA, PTMISEA,CTGSP, 7079)
22 LCTOP (7553), TDA SB325 (Article 8c)for fiscal years ending June 30,
23 2018, 2019, and 2020 and the Regional Transit Program (7416), Regional
24 Planning Program (7417), and Regional Collaboration Program (7577),
25 fiscal year ending June 30, 2018
 - 26 iv. Single Audit Report for FY 2018, 2019, and 2020
 - 27 v. Independent auditing services for the Comprehensive Financial Audit
28 Report (CAFR) for fiscal years ending June 30, 2019, and 2020

1 **D.** ICTC wishes to employ AUDITOR to perform Audits and the AUDITOR is willing to
2 accept such engagement for fiscal years ending June 30, 2018, June 30, 2019, and
3 June 30, 2020.

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

6 **1. TERM.**

7 This Agreement shall become effective on the date first written above and shall continue in
8 effect until the services provided for herein have been performed, but no later than December 31,
9 2020, unless sooner terminated as provided herein.

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

11 **2.1.** AUDITOR will conduct the Audits, for the fiscal years ending June 30, 2018,
12 2019, and 2020, as detailed in the “July 2018 Imperial County Transportation
13 Commission (ICTC) Request for Proposals for Annual Financial Audits” attached as
14 **Exhibit “A”** and “Proposal to Provide Professional Auditing Services For the fiscal
15 year ended June 30, 2018, 2019 and 2020” submitted by AUDITOR attached as
16 **Exhibit “B”**, both of which are incorporated by this reference.

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

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

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

7 **2.4** AUDITOR will conduct the Reports, for the fiscal years ending June 30, 2018, June
8 30, 2019, and June 30, 2020, as detailed in Exhibits "A" and "B".

9 **2.5** If requested by the ICTC, or CalTrans, or the Federal Transit Administration,
10 AUDITOR will appear before the requesting body and explain any audit report or
11 opinion.

12 **2.6** In the event of a conflict between this Agreement or any amendment thereto, and any
13 attached exhibit, this Agreement or any amendment thereto shall take precedence over
14 any attached exhibit.

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

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

20 **4. TIME FOR COMPLETION.**

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

ICTC Audit	Start Date	Completion Date
Fiscal Year 2017-2018	September 01, 2018	December 31, 2018
Fiscal Year 2018-2019	April 01, 2019	December 31, 2019
Fiscal Year 2019-2020	April 01, 2020	December 31, 2020

23
24
25
26
27 **4.1** All audits shall be submitted by December 31st of the year following the fiscal
28 year that ended the previous June 30th. Upon completion of the Audit,

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

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

5. COMPENSATION OF AUDITOR.

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

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

Fiscal Year	Not to Exceed Amount
Fiscal Year 2017-2018	\$68,200
Fiscal Year 2018-2019	\$87,700
Fiscal Year 2019-2020	\$83,700

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

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

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

Imperial County Transportation Commission
ATTN: Executive Director

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

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

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

10 **6. INDEMNIFICATION.**

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

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

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

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

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

8 **7. INSURANCE.**

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

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

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

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

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

25 \$4,000,000 general aggregate

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7 **8. TERMINATION.**

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

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

17 **9. INDEPENDENT CONTRACTOR.**

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

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

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1 **10. ASSIGNMENT.**

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

4 **11. NON-DISCRIMINATION.**

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

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

22 **12. NOTICES.**

23 All notices under this Agreement shall be in writing and may be given by personal delivery or
24 by sending through the U.S. Post Office, certified mail, return receipt requested, addressed to ICTC,
25 ATTN: Executive Director, 1503 N. Imperial Ave., Suite 104, El Centro, CA 92243 and to
26 AUDITOR at 9810 Scripps Lake Drive, Suite H, San Diego, CA 92131 or at such other address as
27 either party may designate in a notice to the other party given in such manner. Any notice sent by
28 mail shall be considered given when received.

1 **13. ENTIRE AGREEMENT.**

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

5 **14. MODIFICATION.**

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

8 **15. PARTIAL INVALIDITY.**

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

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

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

19 **17. WAIVER.**

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

23 **18. CHOICE OF LAW.**

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

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1 **19. ATTORNEYS' FEES.**

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

5 **20. AUTHORITY.**

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

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

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

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

15 **21. COUNTERPARTS.**

16 This Agreement may be executed in counterparts.

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

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

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