



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

**WEDNESDAY, SEPTEMBER 26, 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: August 22, 2018 Page 5-8
September 11, 2018

- B. FY 2018-19 Appointment of the Social Services Transportation Advisory Council (SSTAC) Page 9

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

1. Appoint the Social Services Transportation Advisory Council (SSTAC) for FY 2018-19 for the positions and terms per the enclosure.

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

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

- A. ICTC Executive Director
 - See attached Executive Director Report on page 13
- B. Southern California Association of Governments
 - See attached report on page 22
- C. California Department of Transportation – District 11
 - See attached report
- D. Commission Member Reports (if any)

VI. ACTION CALENDAR

- A. Calexico Intermodal Transportation Center Architectural and Engineering Services – Award Recommendation Page 27

The ICTC Management Committee will meet on September 26, 2018 and it is anticipated that they will forward this item to the ICTC Commission for their review and approval after public comment, if any:

1. Approve the award of the Architectural and Engineering Consultant Agreement for the Calexico Intermodal Transportation Center to Psomas in the amount of \$557,884.63.
2. Authorize the Chairperson to sign the consultant agreement.

- B. IVT RIDE - Calexico, Public Dial-a-Ride Paratransit Services - Review FY 2017-18 Page 43

The ICTC Management Committee will meet on September 26, 2018 and it is anticipated that they will forward this item to the ICTC Commission for their review and approval after public comment, if any:

1. Authorize a FY 2017-18 year end payment to FIRST TRANSIT Inc. for the IVT RIDE - Calexico, in an amount of \$10,636.18 from the transit services account (7416001) fund balance.
2. Direct staff to implement the recommend changes to the IVT RIDE Calexico service operations; reduction from 8 to 6 service hours on the third bus, as of November 1, 2018 after public notice.
3. Direct staff to not seek the extension options for the sixth, seventh and eighth year of operations, thereby conducting a competitive bid for the IVT RIDE concurrent with the IVT and IVT Access competitive bid for FY 2019-20.

- C. Review for the IVT MedTrans; Non-emergency Transportation to Medical Facilities in San Diego - Operating Agreement, FY 2017-18 to FY 2020-21 Page 46

The ICTC Management Committee will meet on September 26, 2018 and it is anticipated that they will forward this item to the ICTC Commission for their review and approval after public comment, if any:

1. Authorize a FY 2017-18 year end payment to FIRST TRANSIT Inc. for the IVT MedTrans service, in an amount of \$31,957.45 from the transit services account (7416001) fund balance.
2. Direct staff to not seek the two, one year extension options for the fourth and fifth year of operations, thereby conducting a competitive bid for the IVT MedTrans concurrent with the IVT and IVT Access competitive bid for FY 2019-20.
3. Direct staff to make arrangements for a public hearing on October 24, 2018 at 6:00 PM for the purpose of receiving public input on a fare pricing adjustment for the IVT MedTrans.

VII. CLOSED SESSION

- A. Motion to Adjourn to Closed Session
- B. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Daniel Sumpter, Superior Court County of Imperial, Case # ECU000533 (Government Code §54956.9(d)(1))
- C. Announcement of Closed Session Action(s)

VIII. MEETING DATE AND PLACE

- A. The next meeting of the **Imperial County Transportation Commission** will be held on **Wednesday, October 24, 2018 at 6:00 p.m.**, at the **County of Imperial Board Chambers**, at 940 W. Main Street, El Centro, CA.

IX. ADJOURNMENT

- A. Motion to adjourn

IV. CONSENT CALENDAR

IV. CONSENT CALENDAR

A. APPROVAL OF ICTC COMMISSION DRAFT

MINUTES:

AUGUST 22, 2018

SEPTEMBER 11, 2018

IMPERIAL COUNTY TRANSPORTATION COMMISSION**DRAFT MINUTES FOR August 22, 2018****6:00 p.m.****VOTING MEMBERS PRESENT:**

City of Calipatria	Maria Nava-Froelich
City of Holtville	James Predmore
City of Imperial	Robert Amparano – Vice-Chair
County of Imperial	Ryan Kelley
County of Imperial	Luis Plancarte – Chairman

NON-VOTING MEMBERS PRESENT: Caltrans District 11 Cory Binns

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

OTHERS PRESENT: David Salgado: SCAG; Eric Estell: First Transit; Jesus “Chi” Vargas: Caltrans; Sean Wilcock, Glenna Barrett: IVEDC

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, August 22, 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 6:14 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

The consent calendar was not approved due to a lack of quorum.

- | | | |
|----|---|---------------|
| 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 11 of the agenda. |
| B. | Southern California Association of Governments (SCAG) |
| - | A SCAG report can be found on page 18 of the agenda. |

- C. California Department of Transportation (Caltrans)
 - A Caltrans report can be found on page 21 of the agenda.
- D. Commission Member Reports
 - There were several Committee Member reports from various agencies.

VI. ACTION CALENDAR

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

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

A quorum was not present and this item was not approved at this time.

VII. INFORMATION CALENDER

- A. Partnerships with IVEDC:
 1. Southern Border Broadband Consortium (SBBC)
Ms. Barrett gave a brief presentation regarding the SBBC.
 2. The Brawley Transit Corridor Brownfield Assessment
Mr. Wilcock introduced the consultant, Mr. Chris Ramirez from SCS Engineers. Mr. Ramirez reviewed the project timeline, clean-up plan and project approach. The grant is for \$300,000 which most of the funds will go towards environmental site assessments, with 14 assessments in phase 1 and 8 assessments in phase 2. More information will be forthcoming as the project unfolds.

VIII. NEXT 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.

IX. ADJOURNMENT

- A. Meeting adjourned at 7:16 p.m.

IMPERIAL COUNTY TRANSPORTATION COMMISSION**DRAFT MINUTES FOR September 11, 2018****5:30 p.m.****VOTING MEMBERS PRESENT:**

City of Calipatria	Maria Nava-Froelich
City of El Centro	Alex Cardenas (alt.)
City of Holtville	James Predmore
City of Imperial	Robert Amparano – Vice-Chair
City of Westmorland	Ana Beltran (alt.)
County of Imperial	Luis Plancarte – Chairman

NON-VOTING MEMBERS PRESENT: None**STAFF PRESENT:** Mark Baza, Kathi Williams, Cristi Lerma, David Aguirre**OTHERS PRESENT:** None

The following action minutes are listed as they were acted upon by the Imperial County Transportation Commission and as listed on the agenda for the meeting held Wednesday, September 11, 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 5:37 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. ACTION CALENDAR

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

Mr. Aguirre presented this item to the Commission.

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

1. Authorized 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

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

V. NEXT 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.

VI. ADJOURNMENT

- A. Meeting adjourned at 7:16 p.m.



**IMPERIAL COUNTY
TRANSPORTATION COMMISSION**

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

September 21, 2018

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

SUBJECT: FY 2018-19 Appointment of the Social Services Transportation Advisory Council (SSTAC)

Dear Commission Members:

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

Per PUC Section 99238:

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

The SSTAC has three responsibilities:

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

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

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

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

1. Appoint the Social Services Transportation Advisory Council (SSTAC) for FY 2018-19 for the positions and terms per the enclosure.

Sincerely,



MARK BAZA
Executive Director

Attachment

MB/ksw/da

SOCIAL SERVICES TRANSPORTATION ADVISORY COUNCIL OF IMPERIAL COUNTY

	CATEGORY	VOTING MEMBER	TERM M/YR	ALTERNATE
1.	One (1) Potential Transit User, age 60+	TED CEASAR El Centro	NOV. 17 NOV. 20	VACANT
2.	One (1) Potential Transit User, with Disability or his/her parent or guardian	MIKE HACK El Centro	NOV. 17 NOV. 20	VACANT
3.	Two (2) Service Providers for Seniors, Include Transit Provider if Exists	SOFIA GONZALEZ/GILBERT REBOLLAR Area Agency on Aging RAUL CORDOVA Work Training Center	NOV. 16 NOV. 19 NOV. 16 NOV. 19	VACANT VACANT
4.	Three (3) Service Providers for the Disabled, Include Transit Provider if Exists	SONIA SILVA Access to Independence VICTOR TORRES Imperial Valley College K.C. KENNEDY ARC	NOV. 18 NOV. 21 NOV. 18 NOV. 21 NOV. 16 NOV. 19	LORENA ARAMBULA Regional Center MICHELLE SOTO CCS - California Childrens' Services
5.	Two (2) Service Providers for Limited Means	DEBORA GARCIA I.C. Public Authority/IHSS DR. KATHLEEN LANG California Health & Wellness	NOV. 18 NOV. 21 NOV. 18 NOV. 21	JOHN GRASS IC Behavioral Health Agustin Urbina CALWORKS
6.	Two (2) Consolidated Transportation Service Agency (CTSA)	DAVID AGUIRRE ICTC KATHI WILLIAMS ICTC	NOV. 17 NOV. 20 NOV. 18 NOV. 21	MARICELA GALARZA ICTC MARK BAZA ICTC

Non-Voting Technical Resource Members

	NAME	PROGRAM\SERVICE		COMPANY/AGENCY
1.	Eric Estell	Imperial Valley Transit/ IVT ACCESS/ IVT RIDE/ IVT MEDTRANS		First Transit
2.	Ramon Aguirre / K.C. Kennedy	ARC Paratransit Services		ARC - Imperial Valley
3.	Chris Schmidt / Mark McCumsey	CALTRANS		CALTRANS
4.	Shelly Kreger	YCAT Turquoise Routes 5 & 10		YCIPTA

V. REPORTS

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



1503 N IMPERIAL AVE SUITE 104
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PHONE: (760) 592-4494
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Memorandum

Date: September 21, 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 September 26, 2018

- 1) **Social Services Transportation Advisory Council (SSTAC):** Per PUC 99238, ICTC facilitates a once a month meeting with various social service agencies to review transportation issues throughout the Imperial Valley. Every year during the month of October, ICTC hosts a meeting, entitled *Transit 101*, to review the transportation services provided by ICTC. The meeting also provides a static vehicle display of ICTC owned vehicles for all meeting participants. ICTC is coordinating with the Imperial Valley College (IVC) to hold the meeting this year at IVC facilities.
- 2) **Rio Vista and Pioneers Memorial Hospital Bus Stops:** ICTC has engaged in several discussions with the City of Brawley Staff regarding the potential relocation of the existing bus stops along Rio Vista Avenue/SR78 and at Pioneers Memorial Hospital.
- 3) **Imperial Valley Council of Governments (IVCOG):** Since early 2018, the IVCOG Joint Powers Authority development has been discussed at length by the City/County Managers during CCMA meetings. The following are the proposed 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.

- Aug./Sept.: Cities and the County are carrying out their legal review of the agreement.
 - Sept./Oct.: City of El Centro and County Public Works are finalizing review for steps and timeline to transition the IVRMA and SAFE Programs to the IVCOG.
 - October: ICTC Executive Director presents to the Commission a formal action and Resolution in support of creating the IVCOG.
 - Nov./Dec.: City Managers and County CEO would present action and resolution to support and approve IVCOG Joint Powers Authority agreement.
 - December 2018/January 2019: Complete transition of IVRMA and SAFE programs to IVCOG.
- 4) **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 are presenting the recommendation for award of the design contract at the September 26th Commission meeting.

- 5) **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. SCAG, Caltrans and ICTC have led the Traffic Circulation Plan in partnership with the City of Calexico, Customs and Border Protection and General Services Administration. The Request for Proposals (RFP) was completed and the consultant selected was KOA. A series of public stakeholder meetings were held to develop the Plan. In attendance at the technical stakeholder meetings has been staff from KOA, ICTC, Caltrans, City of Calexico, GSA, CBP, and Mexican Aduanas. A public workshop has held prior to the July 10th southbound traffic shift opening to inform the public of the changes. A second public workshop was held on August 23rd to inform the public of the northbound traffic shift opening. The expansion of the POE was completed on September 11, 2018 and the new northbound and southbound access points to the POE are at Second Street and Cesar Chavez Boulevard. *On September 11th the northbound traffic shift took place. The KOA consultant team plans to conduct traffic counts and observation in the month of October to analyze the traffic after the north and southbound traffic shifts have been in operation.*
- 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 Port of Entry Bridge Expansion over the All American Canal 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 process for the bridge expansion.*
- 8) **Imperial Mexicali Binational Alliance Meeting:** *A Strategic Planning Meeting by the IMBA Memorandum of Understanding Signees will be held at 8:30 a.m. at the 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.*
- 9) **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. ICTC participated in a Heber Community Outreach event together with County Public Works and led by Supervisor Plancarte. The County of Imperial discussed sidewalk pavement projects, and ICTC gave transit updates and a status of the SR-86 improvements.*

- 10) **State Legislation for Transportation Funding – SB 1:** \$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 2018/2019.

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*

**City estimate source is from California League of Cities - <http://www.californiacityfinance.com/LSR1801.pdf>*

The following is a list of projects funded by SB1 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
Caltrans/ICTC	Calexico East Port of Entry Truck Crossing Improvements
Caltrans	State Route 111 from State Route 98 to Ross Avenue near Calexico
Caltrans	State Route 98 from Rockwood Avenue to east of Cole Road near Calexico
Caltrans	Bridges on Interstate 8 and State Route 86, 98, 11 and 186
Caltrans	State Route 86 from I Street to Brandt Road near Brawley
Caltrans	State Route 86 south of B Street to Martin Road near Westmorland

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 were 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 were 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

- 11) **State and Federal funding Obligations:** *Beginning October 1, 2018, 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 2018/2019.*

FY2018/2019 Project List							
Agency	Project Name	Funding Type	Phase	Federal Amount in FY2018/19	Local Match	Total Phase Cost	Status
Brawley	Paving of dirt road Wildcat Dr. from S. Western Ave. to S. First St.	CMAQ	CON	\$708,000	\$92,000	\$800,000	Pending
Calipatria	Roadway and pedestrian improvements on N. Brown from E. Alamo St. to Delta St.	CMAQ & RSTP	CON	\$958,000	\$125,000	\$1,083,000	Pending
El Centro	Imperial Ave. Extension South	RSTP	CON	\$653,000	\$3,197,000	\$3,850,000	Pending
Imperial County	Heber Ave. from Hwy 86 to Correll Rd. and S. of Hwy 86 to Fawcett Rd.	EARMARK	CON	\$1,017,000	\$0	\$1,017,000	Pending
Imperial County	Conservation easement, access improvements, parking facilities at Desert Museum	EARMARK	CON	\$720,000	\$0	\$720,000	Pending
Imperial County	Rio Vista St. in Community of Seeley	CMAQ	CON	\$145,000	\$19,000	\$162,000	Pending
Imperial County	Sidewalk improvements on Rio Vista St. in Seeley	CMAQ	CON	\$1,189,000	\$178,000	\$1,365,000	Pending
ICTC & Caltrans	Calexico Est POE Truck Crossing Improvement	SB1 TCE	ENG	\$3,000,000	\$0	\$3,000,000	Pending
SDSU	SDSU Parking lot & ADA access improvements	EARMARK	ENG	\$42,000	\$0	\$42,000	Pending

ICOE	Project Ride, Walk, Learn	ATP	CON	\$224,000	\$0	\$224,000	Pending
Westmorland	Paving of dirt roads H St. & 8 th St. segments	CMAQ	CON	\$350,000	\$45,000	\$395,000	Pending

Regional Total FY2018/2019 \$12,658,000

- 12) **Imperial Transit Park Project:** ICTC obtained funding to complete a bus stop facility in the city of Imperial. The project improvements will include the installation of concrete bus pads, sidewalks, curb returns, pavement, landscaping, a parking lot, bus shelters and various other amenities. The project was awarded to Pyramid Construction for approximately \$1.8 million and construction activities are expected to begin in late August 2018. The city of Imperial had the project groundbreaking ceremony on August 9, 2018. The project has an anticipated construction period of 120 calendar days.
- 13) **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. *SBBC has been setting up meetings with many agencies and ISPs throughout this quarter. Timothy Kelley and Glenna Barrett have presented at several board meetings in San Diego and Imperial Counties in the past few months. The quarterly meeting was held in El Cajon in April. SBBC have assisted in quite a few grant applications and helped with the ICCEDS. 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.*
- 14) **LTA Bond Series 2018A 2018B 2018C:** The LTA Board took action on June 27, 2018 for the cities of Calipatria, Calexico and Holtville to pursue a new series of LTA bonding. *The 2018ABC series totals \$16,765,000 which includes \$12,375,000 for Calexico, \$1,450,000 for Calipatria and \$2,940,000 for Holtville. The Purchase Contract was executed on September 13th and Official Statement was circulated for signature on September 20th. Closing is scheduled for this week.*
- 15) **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 August 2018 is attached for your review.

- 16) **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 October 2018.*
- 17) **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.*
- 18) **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.*
- 19) **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.*
- 20) **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 bilingual public participation and outreach component has concluded. *The consultant team is currently reviewing and analyzing data; and preparing a list of proposed service improvements to evaluate and prioritize recommendations for service changes and additions.*
- 21) **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.*
- 22) **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.

23) **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

24) **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.*

25) **Westshores Transit Opportunities:** Westshores Transit Opportunities: As part of the Short Range Transit Plan, ICTC has explored connection opportunities with Sunline Transit who serves the Coachella Valley region. ICTC and Sunline Transit have discussed pursuing grant opportunities for interregional transit services to/from Westshores and Coachella. ICTC and Sunline Transit continue to have regular dialogue about the potential opportunities most recently engaging in discussions in September 2018.

26) **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.

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

- August 15-16, 2018 – California Transportation Commission Meeting in San Francisco
- August 17, 2018 – Mobility 21 Advisory Board Meeting in Los Angeles
- August 22, 2018 – ICTC Commission and LTA Meetings at the County Board of Supervisors Board Room

- August 23, 2018 – Westmorland Community Workshop in Westmorland
- August 28, 2018 – Groundbreaking for Cesar Chavez Blvd. in Calexico
- August 30, 2018 – ICTC Border Presentation at the Women in Transportation (WTS) Meeting in San Diego
- September 7, 2018 – IVC Faculty Tour of Border area and Imperial Valley
- September 11, 2018 – ICTC Commission Special Meeting at the ICTC Offices
- September 13, 2018 – Southern California Local Assistance Management (SCLAM) Meeting at the Caltrans District 11 Offices (attended by staff)
- September 20-21, 2018 – California Academy for Regional Leaders (CARL) Program in Sacramento (attended by staff)
- September 20, 2018 – WTS San Diego 25th Annual Awards and Scholarship Gala in San Diego



California HERO Activity Report
Imperial County Transportation Commission
 Launch Date through August 31, 2018

Program Activity through August 31, 2018

Member	Launch Date	Eligible Housing Units *	Total Applications Received	Applications Approved	Approved Amount	Funded Projects	Funded Amount	Jobs Created and/or Retained***	Type of Projects			Solar kW Installed	Annual kWh Saved	Annual CO2 Reduced (Tons)
									Energy	Water	Renewable			
Brawley	5/23/2014	5,590	320	194	\$5,300,165	106	\$1,432,200	13	121	0	39	1,094,838	284	284
Calexico	3/24/2015	7,374	698	396	\$12,857,150	234	\$3,040,306	27	222	4	98	2,659,955	682	673
Calipatria	3/24/2015	758	10	5	\$134,632	5	\$61,615	1	6	0	0	49,993	12	12
El Centro	5/23/2014	9,250	543	352	\$10,666,199	191	\$2,610,259	24	203	8	62	2,065,756	531	525
Holtville	3/24/2015	1,248	68	48	\$1,277,602	25	\$319,008	3	23	0	10	222,189	58	58
Imperial	6/10/2015	4,622	227	170	\$5,742,444	95	\$1,493,068	13	89	14	45	1,025,370	267	263
Westmoreland		596	Has not adopted Resolution of Participation											
Imperial County Unincorporated	11/14/2014	9,506	277	165	\$5,341,126	92	\$1,331,398	12	98	3	30	955,961	245	242
Total		38,944	2,143	1,330	\$ 41,319,317	748	\$ 10,287,853	93	762	29	284	8,074,062	2,080	2,056

** Participation rate based off of funded projects

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



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

Memorandum

Date: September 26th, 2018
To: ICTC Commission Meeting
From: David Salgado, Regional Affairs Officer (RAO)
Re: **Southern California Association of Government's Report**

The following is a summary of the SCAG Executive Director's Report and/or Federal and State Legislature Staff Report for the Imperial County Transportation Commission Management Committee Meeting September 26th, 2018.

- 1. SCAG Executive Director:** On Friday September 14th the San Diego Association of Governments (SANDAG) Executive Board took action to approve the employment contract for current SCAG Executive Director Hasan Ikhata. Hasan has spent ten years as the leader of SCAG and helped to strengthen the regions multimodal transportation network through collaboration, increased funding acquirement, and strong inclusive leadership. Hasan will assume his new role as SANDAG Executive Director on December 3rd. An interim director has not yet been appointed. PRESS RELEASE ATTACHED.
- 2. SCAG Go Human Campaign:** SCAG is entering the 3rd year of the GO-Human Marketing and Advertising Safety and Encouragement Campaign which has been implemented throughout the 6 county SCAG region. We've had great participation and engagement in Imperial County and would like to build upon the success. The new round of advertising will integrate Vision Zero and new messaging developed from gathered from direct feedback. The campaign will run through the month of May to coincide with "National Bike Month" and during July and August to promote safe walking and biking during "back to school." If any agencies would like to participate and partner with SCAG to promote GO Human, please reach out to SCAG Regional Affairs Officer (RAO) David Salgado or Assistant Regional Planner Julia Lippe-Klein (213) 236-1856.
- 3. WALKTOBER:** October is a month to celebrate and encourage walking and bicycling. October 10th is National Walk to School Day and we're hoping to encourage as many walking events in the region as possible. Many schools will be taking part in the event. For any assistance with planning for events please feel free to contact David Salgado at salgado@scag.ca.gov.

- 4. 2020-2045 Regional Transportation Plan/Sustainable Communities Strategy (RTP-SCS):** SCAG is actively continuing its outreach efforts as it pertains to the local input PROCESS for the RTP-SCS. SCAG’s Director of Planning, Kome Ajise, will be in Imperial County on October 10th to discuss with City Managers the upcoming RTP-SCS and Regional Housing Needs Process (RHNA) and answer any questions. **As a part of the RTP-SCS development all local jurisdictions and Caltrans need to work closely with the CTC’s in order to get all project updates incorporated into the 2020-2045 plan.** This will ensure all of the projects in the plan are most current and up to date.
- 5. Regional Housing Needs Assessment (RHNA) Working Group:** As a part of the upcoming RHNA Cycle SCAG President Alan Wapner has appointed 2 elected officials from each SCAG county to participate in the SCAG RHNA Working Group. The group will meet periodically to ensure participation from each county throughout the RHNA development process. Imperial Counties representative is City of Holtville Councilman, ICTC Commissioner, and SCAG Regional Council and Policy Committee Member Jim Predmore with Councilman Bill Hodge as the alternate. Please feel free to contact SCAG RAO David Salgado with any questions regarding RHNA or reach out to your local delegate to carry any concerns to the presidents sub-committee. We appreciate everyone’s responsiveness to requests to provide the most accurate and current information for the RHNA process.
- 6. SCAG Policy Committee Appointments:** At the April 5th, 2018 Regional Council Policy Committee meetings Imperial County Supervisor and Regional Council Member Luis Plancarte was appointed as the Vice-Chair of the Energy and Environment Committee (EEC). El Centro Mayor and SCAG Past President Cheryl Viegas-Walker was appointed as the Vice Chair of the Transportation Committee (TC) Vice-Chair.
- 7. SCAG Downtown Los Angeles Relocation:** SCAG relocated to the new Downtown Headquarters located at The Wilshire Grand Center. The new address is 900 Wilshire Boulevard, 17th Floor, Los Angeles, CA 90017. The building is a brand new LEED Certified Class A Building and provides for a more advanced space for SCAG to grow into. The new space will also have improved spaces for SCAG’s regular public meetings and workshops.
- 8. SB 1 Road Repair and Accountability Act of 2017:** The bill passed by a vote of 27-11. The bill provides \$52.4 billion over 10 years for transportation by raising California’s gas excise tax 12 cents to 30 cents a gallon, with annual adjustments for inflation. The diesel excise tax will also go up 20 cents to 36 cents a gallon. Funds will also be raised by fee increases on vehicle registrations which will be proportionate to the vehicle model year and will range from \$25 to

\$175 a year annually. Zero emission vehicles will incur a \$100 annual fee. There will be a constitutional amendment put on the 2018 ballot to allow a vote to ensure the funds will be provided for road projects.

9. **SCAG 2017 Local Profiles:** 2017 Final Local Profiles are posted on the SCAG website and readily available. Hard copies may be provided upon request. Questions can be directed to Ping Chang or Mike Gainor at SCAG.
10. **2017 SCAG Presidents Strategic Plan (PSP) Update:** SCAG has convened a strategic planning committee composed of executive management, leadership, and staff in order to develop and update SCAG's Strategic Planning Document. The new SCAG Strategic Plan was adopted as one of the first items of the new year at the February 2018 Regional Council Meeting. The Strategic Plan has not been updated since 2009 and provides a framework for the agencies work Plan and continued success. Imperial County RAO David Salgado participated on the PSP Committee.
11. **2016 RTP/SCS FINAL APPROVAL:** On April 7, 2016, SCAG's Regional Council adopted the 2016 RTP/SCS, a long range visioning plan that balances future mobility and housing needs with economic, environmental and public health goals. The Plan charts a course for closely integrating land use and transportation – so that the region can grow smartly and sustainably. It outlines more than \$556.5 billion in transportation system investments through 2040. The Plan was prepared through a collaborative, continuous, and comprehensive process with input from local governments, county transportation commissions, tribal governments, non-profit organizations, businesses and local stakeholders within the counties of Imperial, Los Angeles, Orange, Riverside, San Bernardino and Ventura.

The 2016 RTP/SCS is available for download by chapter or as one file. Please note that some files are large and may take longer to download depending on individual connection speeds. We strongly recommend that you first download it onto your computer before opening the file. All files are in Adobe Acrobat PDF format. The executive summary is available upon request.

News Release

FOR IMMEDIATE RELEASE

September 14, 2018

Contact: Jeff Liu, Manager of Communications
(213) 236-1998, liuj@scag.ca.gov



Hasan Ikhata to Depart SCAG after 10 Years as Executive Director

LOS ANGELES – Hasan Ikhata, executive director of the Southern California Association of Governments (SCAG) for the past 10 years, has accepted the position of executive director of the San Diego Association of Governments (SANDAG). His employment agreement was approved by the SANDAG board today.

Said SCAG President Alan D. Wapner, “We are extremely grateful for Hasan’s leadership and accomplishments at SCAG as our executive director over the past decade. Southern California has become a leader in the innovation economy, an even stronger global force in goods movement and international trade, and a national model for regional planning.

“The groundwork for much of this was laid during Hasan’s tenure as executive director and we wish him tremendous success in his new role with SANDAG. We also look forward to working even more closely with SANDAG for the benefit of all of Southern California.”

SCAG is the nation’s largest metropolitan planning organization, representing 191 cities, six counties and nearly 19 million residents.

Ikhata expressed gratitude to SCAG’s staff and leadership team for their support, commitment and professionalism during his tenure.

“Our staff, our senior leadership and board are well prepared to build upon our successes, and continue making Southern California a model for other regions to follow,” Ikhata said. “As I’ve said many times, our incredible team of professionals has the highest reputation in the nation, and I have been so proud to serve as their executive director.”

###

About SCAG

SCAG is the nation’s largest metropolitan planning organization, representing six counties, 191 cities and nearly 19 million residents. SCAG undertakes a variety of planning and policy initiatives to plan for a livable and sustainable Southern California now and in the future. For more information about SCAG’s regional efforts, please visit www.scag.ca.gov.

VI. ACTION CALENDAR

- A. CALEXICO INTERMODAL TRANSPORTATION CENTER ARCHITECTURAL AND ENGINEERING SERVICES-AWARD RECOMMENDATION
- B. IVT RIDE-CALEXICO,PUBLIC DIAL-A-RIDE PARATRANSIT SERVICES-REVIEW FY 2017-18
- C. REVIEW FOR THE IVT MEDTRANS; NON-EMERGENCY TRANSPORTATION TO MEDICAL FACILITIES IN SAN DIEGO-OPERATING AGREEMENT, FY 2017-18 TO 2020-21



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

September 21, 2018

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

SUBJECT: Calexico Intermodal Transportation Center Architectural and Engineering Services
– Award Recommendation

Dear Commission Members:

ICTC staff recently completed a competitive bid process to acquire a consultant firm for the completion of Architectural and Engineering services for design of the Calexico Intermodal Transportation Center. This project is funded by Congestion Mitigation and Air Quality (CMAQ) program funds with a local match from Transportation Development Act (TDA).

The purpose of the Request for Proposals (RFP) was to acquire qualified engineering professionals to provide architectural/engineering and project management services for Design. The project services will include but are not limited to: preliminary right-of-way assessment and access agreements; topographic survey, environmental site assessment (including applicable studies and geotechnical investigation and report); conceptual design; final design; preparation of contract documents and specifications, engineer's opinion of probable quantity, costs assistance and recommendations with regard to construction advertisement and contract award and construction support services.

A proposal evaluation committee was coordinated to complete the review of proposals and interviews of qualified firms. The evaluation committee was comprised of staff from Caltrans, City of Calexico, City of El Centro and ICTC.

The committee met on May 17, 2018 to review and rank all three (3) proposals received. Based on the proposal rankings all three (3) firms were then called back for oral interviews conducted on June 1, 2018.

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

The final ranking of the consultants teams listed below was based on the following criteria: Technical Approach; Project Management; References; Familiarity and/or specific experience with local, state and federal project procedures using Caltrans' Local Assistance Procedures Manual for local agency advertised projects; Overall quality of proposal, including qualifications and thoroughness; Attainment of Disadvantage Business Enterprise (DBE) goal of 15%; and Completion of response and references.

The ranking is listed as follows:

<u>NAME</u>	<u>RANKING</u>
Psomas	1
Chen Ryan	2
CH2M now JACOBS	3

The CMAQ grant is for \$495,000 with a local match of \$64,000 from ICTC's TDA funds. All federal and local funds will be dedicated to the design contract of this project.

The original RFP (Exhibit A) and Proposal (Exhibit B) and all other documentation are available for review at the ICTC administrative offices.

The ICTC Management Committee will meet on September 26, 2018 and it is anticipated that they will forward this item to the ICTC Commission for their review and approval after public comment, if any:

1. Approve the award of the Architectural and Engineering Consultant Agreement for the Calexico Intermodal Transportation Center to Psomas in the amount of \$557,884.63.
2. Authorize the Chairperson to sign the consultant agreement.

Sincerely,



MARK BAZA
Executive Director

MB/vm

1 **AGREEMENT FOR SERVICES**

2
3 THIS AGREEMENT FOR SERVICES (“Agreement”), made and entered into this _____ day
4 of _____, 2018, is by and between the **IMPERIAL COUNTY TRANSPORTATION**
5 **COMMISSION** (“ICTC”) and **PSOMAS**, a California corporation (“CONSULTANT”) (individually,
6 “Party;” collectively, “Parties”).

7 **WITNESSETH**

8 **WHEREAS**, ICTC desires to retain a qualified individual, firm or business entity to provide
9 professional services for Architectural / Engineering Services, Calexico Intermodal Transportation Center
10 (“the Project”); and

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

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

15 1. **DEFINITIONS.**

16 1.1. “RFP” shall mean ICTC’s request for proposals entitled “Imperial County Transportation
17 Commission (ICTC) Request for Proposals for Architectural / Engineering Services, Calexico Intermodal
18 Transportation Center, Federal Aid No. CML-6471 (014)” dated March 23, 2018. The RFP is attached as
19 **Exhibit “A”** and incorporated herein by this reference.

20 1.2. “Proposal” shall mean CONSULTANT’s proposal entitled “Proposal for A&E Services for
21 Calexico Intermodal Transportation Center” dated May 3, 2018. The Proposal is attached as **Exhibit “B”**
22 and incorporated herein by this reference.

23 2. **CONTRACT COORDINATION.**

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

1 3. DESCRIPTION OF WORK.

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

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

7 4. WORK TO BE PERFORMED BY CONSULTANT.

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

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

12 4.3. CONSULTANT shall:

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

16 4.3.2. Use the standard of care usual to CONSULTANT's profession to keep itself fully
17 informed of all applicable existing and proposed federal, state and local laws, ordinances,
18 regulations, orders and decrees which may affect those engaged or employed under this Agreement,
19 any materials used in CONSULTANT's performance under this Agreement or the conduct of the
20 services under this Agreement;

21 4.3.3. At all times observe and comply with, and cause all of its employees to observe and
22 comply with all of said laws, ordinances, regulations, orders and decrees mentioned above; and

23 4.3.4. Immediately report to ICTC in writing any discrepancy or inconsistency it discovers
24 in said laws, ordinances, regulations, orders and decrees mentioned above in relation to any plans,
25 drawings, specifications or provisions of this Agreement.

26 4.4. Any videotape, reports, information, data or other material given to, or prepared or
27 assembled by, CONSULTANT pursuant to this Agreement shall be the property of ICTC and shall not be
28 made available to any individual or organization by CONSULTANT without the prior written approval of

1 ICTC. The preceding restriction shall not apply to information which is in the public domain, was
2 previously known to CONSULTANT, was acquired by CONSULTANT from others who have no
3 confidential relationship to ICTC with respect to same, or which through no fault of CONSULTANT
4 comes into the public domain. CONSULTANT shall not be restricted from releasing information,
5 including confidential information, in response to a subpoena, court order, or other legal process.
6 CONSULTANT shall not be required to resist such subpoena, court order, or legal process, but shall
7 promptly notify ICTC in writing of the demand for information before responding to such demand.

8 5. REPRESENTATIONS BY CONSULTANT.

9 5.1. CONSULTANT understands and agrees that ICTC has limited knowledge in the multiple
10 areas specified in the Proposal. CONSULTANT has represented itself to have experience in these fields
11 and understands that ICTC is relying upon such representation.

12 5.2. Subject to 5.2.1, CONSULTANT represents and warrants that it is a lawful entity
13 possessing all required licenses and authorities to do business in the State of California and perform all
14 aspects of this Agreement.

15 5.2.1. CONSULTANT shall not commence any work pursuant to this Agreement or
16 provide any other services, or materials, in connection therewith until CONSULTANT has received
17 written authorization from ICTC to do so.

18 5.3. CONSULTANT represents and warrants that the people executing this Agreement on behalf
19 of CONSULTANT have the authority of CONSULTANT to sign this Agreement and bind
20 CONSULTANT to the performance of all duties and obligations assumed by CONSULTANT herein.

21 5.4. CONSULTANT represents and warrants that any employee, contractor and/or agent who
22 will be performing any of the duties and obligations of CONSULTANT herein possess all required licenses
23 and authorities, as well as the experience and training, to perform such tasks.

24 5.5. CONSULTANT represents and warrants that the allegations contained in the Proposal are
25 true and correct.

26 5.6. CONSULTANT understands that ICTC considers the representations made herein to be
27 material and would not enter into this Agreement with CONSULTANT if such representations were not
28 made.

1 6. COMPENSATION.

2 The total compensation payable under this Agreement shall not exceed **five hundred fifty seven**
3 **thousand eight hundred eighty four dollars and sixty three cents (\$557,884.63)** unless otherwise
4 previously agreed to by ICTC.

5 7. PAYMENT.

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

11 8. METHOD OF PAYMENT.

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

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

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

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

23 10. SUSPENSION OF AGREEMENT.

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

28 ///

1 11. SUSPENSION AND/OR TERMINATION.

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

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

14 12. INSPECTION.

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

20 13. OWNERSHIP OF MATERIALS.

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

24 14. INTEREST OF CONSULTANT.

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

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

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

5 15. INDEMNIFICATION.

6 To the furthest extent allowed by law, including California Civil Code section 2782.8,
7 CONSULTANT shall indemnify, hold harmless and defend ICTC and each of its members, board
8 members, officers, officials, employees, agents and volunteers from any and all loss, liability, fines,
9 penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not
10 limited to personal injury, death at any time and property damage), and from any and all claims,
11 demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) to
12 the extent that any loss, liability, fines, penalties, forfeitures, costs, damages, claims, demands or actions
13 in law or equity arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of
14 CONSULTANT, its principals, officers, employees, agents or volunteers in the performance of this
15 Agreement. In no event shall the cost to defend charged to the design professional exceed the design
16 professional's proportionate percentage of fault. However, notwithstanding the previous sentence, in the
17 event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution
18 of the business, the design professional shall meet and confer with other parties regarding unpaid
19 defense costs.

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

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

25 16. INDEPENDENT CONTRACTOR.

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

1 16.1. CONSULTANT is not an employee or agent of ICTC and is only responsible for the
2 requirements and results specified by this Agreement or any other agreement.

3 16.2. CONSULTANT shall be responsible to ICTC only for the requirements and results
4 specified by this Agreement and except as specifically provided in this Agreement, shall not be subject
5 to ICTC's control with respect to the physical actions or activities of CONSULTANT in fulfillment of
6 the requirements of this Agreement.

7 16.3. CONSULTANT is not, and shall not be, entitled to receive from, or through, ICTC, and
8 ICTC shall not provide, or be obligated to provide, CONSULTANT with Worker's Compensation
9 coverage or any other type of employment or worker insurance or benefit coverage required or provided
10 by any Federal, State or local law or regulation for, or normally afforded to, an employee of ICTC.

11 16.4. CONSULTANT shall not be entitled to have ICTC withhold or pay, and ICTC shall not
12 withhold or pay, on behalf of CONSULTANT, any tax or money relating to the Social Security Old Age
13 Pension Program, Social Security Disability Program, or any other type of pension, annuity, or disability
14 program required or provided by any Federal, State or local law or regulation.

15 16.5. CONSULTANT shall not be entitled to participate in, or receive any benefit from, or
16 make any claim against any ICTC fringe program, including, but not limited to, ICTC's pension plan,
17 medical and health care plan, dental plan, life insurance plan, or any other type of benefit program, plan,
18 or coverage designated for, provided to, or offered to ICTC's employee.

19 16.6. ICTC shall not withhold or pay, on behalf of CONSULTANT, any Federal, State, or local
20 tax, including, but not limited to, any personal income tax, owed by CONSULTANT.

21 16.7. CONSULTANT is, and at all times during the term of this Agreement, shall represent
22 and conduct itself as an independent contractor, not as an employee of ICTC.

23 16.8. CONSULTANT shall not have the authority, express or implied, to act on behalf of, bind
24 or obligate ICTC in any way without the written consent of ICTC.

25 17. INSURANCE.

26 Throughout the life of this Agreement, CONSULTANT shall pay for and maintain in full force
27 and effect all policies of insurance required hereunder with an insurance company(ies) either (i)
28 admitted by the California Insurance Commissioner to do business in the State of California and rated

1 not less than "A- VII" in Best's Insurance Rating Guide, or (ii) authorized by ICTC's Executive Director
2 or his/her designee at any time and in his/her sole discretion. The following policies of insurance are
3 required:

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

10 \$1,000,000 per occurrence for bodily injury and property damage

11 \$1,000,000 per occurrence for personal and advertising injury

12 \$2,000,000 aggregate for products and completed operations

13 \$2,000,000 general aggregate

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

19 (iii) WORKERS' COMPENSATION insurance as required under the California Labor
20 Code.

21 (iv) EMPLOYERS' LIABILITY insurance with limits of liability of not less than
22 \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each
23 employee.

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

27 In the event CONSULTANT maintains insurance or self-insurance with broader coverage and/or
28 limits of liability greater than those shown above, ICTC requires and shall be entitled to the broader

1 coverage and/or the higher limits of liability maintained by CONSULTANT. Any available insurance
2 proceeds in excess of the specified minimum limits of insurance and coverage shall be available to
3 ICTC.

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

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

22 The General Liability and Automobile Liability insurance policies shall be written on an
23 occurrence form and shall name ICTC, its members, board members, officers, employees, agents and
24 volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so
25 CONSULTANT'S insurance shall be primary and no contribution shall be required of ICTC. The
26 coverage shall contain no special limitations on the scope of protection afforded to ICTC, its members,
27 board members, officers, employees, agents and volunteers. The Workers' Compensation insurance
28

1 policy shall contain a waiver of subrogation as to ICTC, its members, board members, officers,
2 employees, agents and volunteers.

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

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

13 CONSULTANT shall furnish ICTC with all certificate(s) and applicable endorsements effecting
14 coverage required hereunder. All certificates and applicable endorsements are to be received by ICTC
15 and approved by ICTC's Executive Director or his/her designee prior to ICTC's execution of the
16 Agreement and before work commences. Upon request of ICTC, CONSULTANT shall immediately
17 furnish ICTC with a complete copy of any insurance policy required under this Agreement, including all
18 endorsements, with said copy certified by the underwriter to be a true and correct copy of the original
19 policy. This requirement shall survive expiration or termination of this Agreement.

20 If at any time during the life of this Agreement or any extension, CONSULTANT or any of its
21 subcontractors fail to maintain any required insurance in full force and effect, all work under this
22 Agreement shall be discontinued immediately, and all payments due or that become due to
23 CONSULTANT shall be withheld until notice is received by ICTC that the required insurance has been
24 restored to full force and effect and that the premiums therefore have been paid for a period satisfactory
25 to ICTC. Any failure to maintain the required insurance shall be sufficient cause for ICTC to terminate
26 this Agreement. No action taken by ICTC hereunder shall in any way relieve CONSULTANT of its
27 responsibilities under this Agreement.

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

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

16 18. ASSIGNMENT.

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

20 19. NON-DISCRIMINATION.

21 During the performance of this Agreement, CONSULTANT shall not unlawfully discriminate
22 against any employee or applicant for employment or employee of ICTC or member of the public
23 because of race, religion, color, national status, age, or sex. CONSULTANT shall ensure that the
24 evaluation and treatment of its employees and applicants for employment and employees and members
25 of the public are free of such discrimination. CONSULTANT shall comply with all provisions of the
26 Fair Employment and Housing Act (Government Code §12900, *et seq.*). The applicable regulations of
27 the Fair Employment Housing Commission implementing Government Code §12900 set forth in
28 Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this

1 Agreement by reference and made a part hereof as if set forth in full. CONSULTANT shall abide by the
2 Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and
3 regulations issued pursuant to said Act. CONSULTANT shall also abide by the American Disabilities
4 Act and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.
5 CONSULTANT shall give written notice of its obligations under this clause to labor organizations with
6 which it has a collective bargain or other agreement. CONSULTANT shall include the non-
7 discrimination and compliance provision of this paragraph in all subcontracts to perform work pursuant
8 to this Agreement.

9 20. NOTICES AND REPORTS.

10 20.1. All notices and reports pursuant to this Agreement shall be in writing and may be given
11 by personal delivery or by mailing by certified mail, addressed as follows:

12 **ICTC**

13 Attn: Executive Director
14 Imperial County Transportation Commission
15 1503 N. Imperial Ave., Ste 104
16 El Centro, CA 92243

12 **CONSULTANT**

13 Attn: Project Manager
14 Psomas
15 401 B Street, Suite 1600
16 San Diego, CA 92101

17 20.2. All notices and reports pursuant to this Agreement may be given by personal delivery or
18 by mailing by certified mail at such other address as either Party may designate in a notice to the other
19 Party given in such manner.

20 20.3. Any notice given by mail shall be considered given when deposited in the United States
21 Mail, postage prepaid, addressed as provided herein.

22 21. ENTIRE AGREEMENT.

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

26 22. MODIFICATION.

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

///

1 23. PARTIAL INVALIDITY.

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

5 24. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.

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

13 25. WAIVER.

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

17 26. CHOICE OF LAW.

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

21 27. ATTORNEY'S FEES.

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

24 28. AUTHORITY.

25 Each individual executing this Agreement on behalf of CONSULTANT represents and warrants
26 that:

27 28.1. He/She is duly authorized to execute and deliver this Agreement on behalf of
28 CONSULTANT;

1 28.2. Such execution and delivery is in accordance with the terms of the Articles of
2 Incorporation or Partnership, any by-laws or Resolutions of CONSULTANT and;

3 28.3. This Agreement is binding upon CONSULTANT accordance with its terms.

4 29. COUNTERPARTS.

5 This Agreement may be executed in counterparts.

6 30. REVIEW OF AGREEMENT TERMS.

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

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

13 **IMPERIAL COUNTY TRANSPORTATION COMMISSION:**

14
15 _____
16 LUIS PLANCARTE
17 Chair

18 ATTEST:

19 _____
20 CRISTI LERMA
21 Secretary to the Commission

22 **CONSULTANT:**

23
24 By: _____
25 AGUSTIN CHANG, ENV SP
26 Vice President / Project Manager

27 APPROVED AS TO FORM:
28 KATHERINE TURNER
29 COUNTY COUNSEL

30 By: _____
31 Eric Havens
32 Deputy County Counsel



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

September 21, 2018

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

SUBJECT: IVT RIDE - Calexico, Public Dial-a-Ride Paratransit Services
Review FY 2017-18

Dear Committee Members:

Based on the results of the FY 2014/15 competitive bid process, we have achieved greater efficiencies, better compliance with regulations, new technology for reservations/dispatching and performance management, and cost reductions achieved through the consolidation of the operations including; management, dispatch, reservationists, maintenance and marketing under one provider under one contract.

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

In FY 2016-17, the Paratransit Coordination Committee (PCC) developed several recommendations for service changes to remain cost effective, which were approved by the Commission and implemented in January 2018. These included several reduction in service hours; on Saturdays in Imperial and on weekdays in the late afternoon in Brawley. In addition , the West Shores IVT RIDE bus now travels into Brawley on a reservation basis on Tuesdays only. No changes were recommended for El Centro or Calexico at that time.

In FY 2017-18, as a result of not attaining the projected 10% fare revenue goal, the contractor did not receive the compensation amount that meets the operational cost of the service. First Transit has requested an additional year end payment for FY 2017-18 in an amount of \$10,636.18. ICTC Staff recommends payment to cover finals costs of operations with the following input and recommendations.

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

September 21, 2018

There are three items that should now be considered. This includes not extending the contract options for the sixth, seventh and eighth years. ICTC will be conducting a competitive bid for several other transit services and including IVT RIDE in the competitive bid process may create an opportunity for pricing reductions and economies of scale.

In addition, ICTC staff recommends that additional service changes to reduce inefficient operating hours and reduce operations cost in Calexico be implemented effective Nov 1, 2018 after a period of public notice. This service reduction would take the form of reducing the service hours on the third bus from 8 to 6 hours per day.

Lastly, IVT RIDE has different fares in each of the service areas which may need to be adjusted. Staff recommend that any fare increases be deferred until a system wide fare study of all of the transit services can be completed.

The ICTC Management Committee will meet on September 26, 2018 and it is anticipated that they will forward this item to the ICTC Commission for their review and approval after public comment, if any:

1. Authorize a FY 2017-18 year end payment to FIRST TRANSIT Inc. for the IVT RIDE - Calexico, in an amount of \$10,636.18 from the transit services account (7416001) fund balance.
2. Direct staff to implement the recommend changes to the IVT RIDE Calexico service operations; reduction from 8 to 6 services hours on the third bus, as of November 1, 2018 after public notice.
3. Direct staff to not seek the extension options for the sixth, seventh and eighth year of operations, thereby conducting a competitive bid for the IVT RIDE concurrent with the IVT and IVT Access competitive bid for FY 2019-20.

Sincerely,

MARK BAZA
Executive Director

BY: 

Kathi Williams
Transit Programs Manager

MB/ksw/cl

Attachment FY 17/18 Year End Data

**IVT Ride Calexico
FY 2017-18**

Standards 5.4 119.6 0.6 8.70 \$10.01 \$9.01 \$54.33 \$5.59 10.0%

Annual	Mileage	Days	Hours	FTE	Pass	Fares	Cost	Subsidy	Pass/ Hour	Pass/ Day	Pass/ Mile	Hours FTE	Cost/ Pass	Sub/ Pass	Cost/ Hour	Cost/ Mile	Fare Box %
Subtotal A	24,127	179	3,663	44.93	9,031	\$8,374.83	\$206,851.52	\$198,476.69	2.5	50.5	0.4	81.53	\$22.90	\$21.98	\$56.47	\$8.57	4.0%
Subtotal B final	23,966	177	3,674	43.71	8,171	\$7,712.46	\$209,049.05	\$201,336.59	2.2	46.2	0.3	84.05	\$25.58	\$24.64	\$56.90	\$8.72	3.7%
Total	48,093	356	7,337	88.64	17,202	\$16,087.29	\$415,900.57	\$399,813.28	2.3	48.3	0.4	82.77	\$24.18	\$23.24	\$56.69	\$8.65	3.9%

fuel	\$0.00	\$0.00															
marketing	\$321.80	\$321.80															
ICTC marketi	\$609.44	\$609.44															
	<u>\$416,831.81</u>	<u>\$400,744.52</u>							2.3	48.3	0.4	82.77	\$24.23	\$23.30	\$56.81	\$8.67	3.9%
* depreciation	\$26,599.30																
adj cost	<u>\$390,232.51</u>																4.1%

*Depreciation accounted for at end of FY



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

September 21, 2018

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

SUBJECT: Review for the **IVT MedTrans**; Non-emergency Transportation to Medical Facilities in San Diego - Operating Agreement, FY 2017-18 to FY 2020-21

Dear Commission Members:

From 1994 through 2016, **Medexpress** had been the public non-emergency transportation to medical facilities in the San Diego County area and had been in existence without any service changes since 1994. The service operated four days a week for disabled and transit dependent persons, focusing on getting children to Rady's Hospital for specialized services. The **IVT MedTrans** service was created in 2016 and replaced the **Medexpress** service model with expansion in the scope of services.

The service expansion has completed its second year of operation in its three-year demonstration phase. Several items were observed during the first two years.

1. The service is continuing to attract new riders and is operating with unsold seats. The unrealized fare revenue contributes to a subsidy shortfall.
2. The first bus to depart typically has more passengers than the second bus. The departure time of the second bus was changed and increased ridership slightly, because passengers will then be able access appointments earlier in the day.
3. There have been a number of trips whereby the bus has been delayed due to passengers who almost miss the return trip pick up due to delayed medical appointments or other reasons. On several occasions, a third vehicle has been dispatched to San Diego to recover these passengers, adding additional hours and mileage expense.
4. Public outreach has continued by ICTC and First Transit staff.
5. First Transit continues to pursue vendor relationships where vouchers are appropriate to facilitate the sale of seats.
6. The fare price has not been increased since inception of the service in 1994. It may be appropriate to increase the fare price.
7. Additionally, the farebox ratio may need to be adjusted downward from the 15%. This would increase the annual not to exceed subsidy for the operator.

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

As a result of not attaining the projected 15% fare revenue goal in FY 2017-18, the contractor did not receive the compensation amount that meets the operational cost of the service. First Transit has requested an additional year end payment for FY 2017-18 in an amount of \$31,957.45. ICTC staff recommends payment to cover the final costs of operations with the following input and proposed actions.

New transit services can take several years to mature. First Transit and ICTC staff have agreed on several actions mentioned previously, and both entities have taken measures to ensure the continued success of operations.

However there are two items that should now be considered. This includes not extending the contract options for years 4 and 5. ICTC will be conducting a competitive bid for several other transit services and including IVT MedTrans in the competitive bid process may create an opportunity for pricing reductions and economies of scale.

The second issue is the fare pricing. A larger region-wide fare study will be initiated within the current fiscal year. But recommendations will not be available until the project is completed in approximately 12 months. The current fare of \$15.00 has remained unchanged since the service inception in 1994. Staff considers this the most significant contributing factor to the inability to achieve the farebox ratio. To address this pressing issue staff proposes to develop a repricing recommendation and present this to the Commission in October. As a result of IVT MedTrans receiving federal funds, a public hearing is required for input on changes in fares.

The ICTC Management Committee will meet on September 26, 2018 and it is anticipated that they will forward this item to the ICTC Commission for their review and approval after public comment, if any:

1. Authorize a FY 2017-18 year end payment to FIRST TRANSIT Inc. for the IVT MedTrans service, in an amount of \$31,957.45 from the transit services account (7416001) fund balance.
2. Direct staff to not seek the two, one year extension options for the fourth and fifth year of operations, thereby conducting a competitive bid for the IVT MedTrans concurrent with the IVT and IVT Access competitive bid for FY 2019-20.
3. Direct staff to make arrangements for a public hearing on October 24, 2018 at 6:00 PM for the purpose of receiving public input on a fare pricing adjustment for the IVT MedTrans.

Sincerely,

MARK BAZA
Executive Director

BY: 

Kathi Williams
Transit Program Manager

**IVT-MedTrans
FY 2017-18**

Standards 3.2 53.9 0.10 0.00 \$42.75 \$36.34 \$138.32 \$4.95 15.0%

Annual	Mileage	Days	Hours	FTE	Trips	Fares	Cost	Subsidy	Trips/ Hour	Trips/ Day	Trips/ Mile	Hours FTE	Cost/ Trip	Sub/ Trip	Cost/ Hour	Cost/ Mile	Fare Box %
Subtotal A	56,076	104	1,745	48.69	2,756	\$19,036.52	\$234,579.41	\$215,542.89	1.6	26.5	0.05	35.83	\$85.12	\$78.21	\$134.46	\$4.18	8.1%
Subtotal B	56,557	104	1,809	46.67	2,704	\$19,948.27	\$231,654.16	\$179,748.44	1.5	26.0	0.05	38.76	\$85.67	\$66.48	\$128.06	\$4.10	8.6%
Total	112,633	208	3,554	95.36	5,460	\$38,984.79	\$466,233.57	\$395,291.33	1.5	26.3	0.05	37.27	\$85.39	\$72.40	\$131.20	\$4.14	8.4%

fuel	\$0.00																
marketing	\$251.19																
website	\$1,035.00																
ICTC marke	\$1,824.48																
							\$469,344.24	\$395,291.33									
depreciation	\$34,037.62																
adj cost	\$435,306.62																
adj farebox																	9.0%
													\$85.96	72.398	\$132.07	\$4.17	8.3%