



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

MANAGEMENT COMMITTEE

**County of Imperial
Conference Room C/D
940 W. Main St.
El Centro, CA 92243**

**Wednesday, May 15, 2019
10:30 A.M.**

CHAIR: NICK WELLS

VICE CHAIR: MARCELA PIEDRA

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 Committee for a period not to exceed three minutes on any item of interest not on the agenda within the jurisdiction of the Committee. The Committee will listen to all communication, but in compliance with the Brown Act, will not take any action on items that are not on the agenda.

IV. CONSENT CALENDAR

- A. Approval of Management Committee Draft Minutes: April 10, 2019 Pages 5-16
B. Receive and File:
1. ICTC TAC Minutes: April 4, 2019
2. ICTC SSTAC Minutes: April 3, 2019
C. Extension of the Transit Drug and Alcohol Auditor Agreement, LPM and Associates, FY 2019-20 through FY 2020-21 Page 18

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

1. Authorize the ICTC Chairperson to sign the two-year extension to the agreement for transit drug and alcohol auditing and reporting services with the firm of LPM and Associates for the not to exceed annual fee of \$12,000 effective November 1, 2019 through November 30, 2021

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

- D. Request to Authorize travel for an ICTC Commission Member to attend the CalCOG Board Meeting on May 29, 2019 Page 23

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

1. Approve travel for Commissioner Cheryl Viegas-Walker to attend the CALCOG Board Meeting on May 29, 2019 for an estimated expenditure amount of \$250.00

- E. Legal Services Agreement – County of Imperial – Imperial County Transportation Commission (ICTC) FY 2019-20 to FY 2020-21 Page 25

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

1. Authorize the Chairperson to sign the agreement for the continuation of legal services between the County of Imperial and the Imperial County Transportation Commission for an annual fee not to exceed \$20,000, effective July 1, 2019 through June 30, 2021.
2. Direct staff to forward the agreement to the County of Imperial.

- F. Legal Services Agreement FY 2019-20 to FY 2020-21; County of Imperial and the Local Transportation Authority (LTA) Page 31

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

1. Authorize the Chairperson to sign the agreement for the continuation of legal services between the County of Imperial and the Local Transportation Commission for an annual fee not to exceed \$10,000, effective July 1, 2019 through June 30, 2021.
2. Direct staff to forward the agreement to the County of Imperial.

V. REPORTS

- A. ICTC/LTA Executive Director
 - See attached Executive Director Report on page 37
- B. Southern California Association of Governments
 - See attached report on page 53
- C. California Department of Transportation – District 11
 - See attached report on page 59
- D. Committee Member Reports

VI. ACTION CALENDAR

- A. Agreement for Human Resource Services, FY 2018-19 to FY 2019-20 Page 77

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

1. Authorize the Chairman to sign the agreement for Human Resource Consultant Services with Argelia M. Gaddis,
 - a. for the fees up to \$3,990 effective May 1, 2019 through June 30, 2019.
 - b. for the fees up to \$22,800 effective July 1, 2019 through June 30, 2020.

- B. ICTC Overall Work Program (OWP) and Budget FY 2018-2019, Amendment #1 Page 97

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

1. Approve the FY 2018-19 Overall Work Program and Transit Finance Plan Budget Amendment #1

- C. 2019 Public Transit Fare Analysis – Award Recommendation Page 100

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

1. Approve the award of the Agreement for the 2019 Public Transit Fare Analysis to AECOM in the amount of \$149,379.
2. Authorize the Chairperson to sign the agreement.

VII. NEXT MEETING DATE AND PLACE

- A. The next meeting of the Management Committee will be on **Wednesday, June 12, 2019 at 10:30 a.m.**, at the **City of Brawley, Brawley, CA.**

VIII. ADJOURNMENT

- A. Motion to Adjourn

IV. CONSENT CALENDAR

- A. APPROVAL OF MANAGEMENT COMMITTEE DRAFT
MINUTES:
APRIL 10 , 2019
- B. RECEIVE AND FILE:
 - 1. ICTC TAC MINUTES:
APRIL 4, 2019
 - 2. ICTC SSTAC MINUTES:
APRIL 3, 2019

**IMPERIAL COUNTY TRANSPORTATION COMMISSION
MANAGEMENT COMMITTEE**

DRAFT MINUTES OF April 10, 2019

10:30 a.m.

VOTING MEMBERS PRESENT:

City of Brawley	Rosanna Bayon Moore
City of Calipatria	Rom Medina
City of Calexico	David Dale
City of El Centro	Marcela Piedra
City of Holtville	Nick Wells
City of Imperial	Othon Mora for Stefan Chatwin
County of Imperial	Tony Rouhotas
City of Westmorland	Ana Beltran

STAFF PRESENT: Mark Baza, David Aguirre, Virginia Mendoza, Cristi Lerma, Gustavo Gomez, Maricela Galarza

OTHERS PRESENT: David Salgado: SCAG; Beth Landrum, Jesus “Chi” Vargas: Caltrans; Liz Zarate: City of El Centro

The following minutes are listed as they were acted upon by the Imperial County Transportation Commission Management Committee and as listed on the agenda for the meeting held Wednesday, April 10, 2019 together with staff reports and related documents attached thereto and incorporated therein by reference.

I. CALL TO ORDER AND ROLL CALL

Chair Wells called the Committee meeting to order at 10:35 a.m. Roll call was taken and a quorum was present at that time.

II. EMERGENCY ITEMS

A. There were none.

III. PUBLIC COMMENTS

There were none.

IV. CONSENT ITEMS

- A. Approved Management Committee Minutes for March 13, 2019
- B. Receive and File:
 - 1. ICTC TAC Minutes for February 28, 2019
 - 2. ICTC SSTAC Minutes for February 6, 2019
- C. Low Carbon Transit Operations Program (LCTOP) Application for FY 2018-19 Funds
 - 1. Authorize the ICTC Chairperson to sign the attached resolution;
 - 2. Authorization for the Execution of the LCTOP Project: New Senior and Disabled Dial-a-Ride service between El Centro and Heber;
 - 3. Authorization for the Execution of the LCTOP Project: Capital construction costs for the Calexico Intermodal Transportation Center.

A motion was made by **Bayon Moore** seconded by **Piedra**. **Motion carried unanimously.**

V. REPORTS

- A. ICTC Executive Director
 - A complete list of ICTC updates can be found on Page 22 of the agenda.
- B. Southern California Association of Governments (SCAG)
 - The complete report can be found on Page 38 of the agenda.
- C. Caltrans Department of Transportation – District 11
 - A full report is located on page 43 of the agenda.
- D. Committee Member Reports
 - There were none.

VI. ACTION CALENDAR

- A. 2018 Congestion Mitigation and Air Quality Programming Project List – FY 2019/2020 to FY 2021/2022

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

1. Approve the 2018 Congestion Mitigation and Air Quality Programming Project List – FY 2019/2020 to FY 2021/2022 and;
2. Direct staff to program projects in the next available Federal Transportation Improvement Program Formal Amendment.

A motion was made by [Bayon Moore](#) seconded by [Rouhotas](#). **Motion carried unanimously.**

- B. 2018 Surface Transportation Block Grant Program Programming Project List – FY 2019/2020 to FY 2021/2022

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

1. Approve the 2018 Surface Transportation Block Grant Program Programming Project List – FY 2019/2020 to FY 2021/2022 and;
2. Direct staff to program projects in the next available Federal Transportation Improvement Program Formal Amendment.

A motion was made by [Bayon Moore](#) seconded by [Beltran](#). **Motion carried unanimously.**

- C. Unmet Transit Needs Public Hearing Process - Fiscal Year 2019-20

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

1. Adopt the FY 2019-20 “Findings” and the prioritized 2019 ICTC Unmet Transit Needs List as presented or amended, after a review of the SSTAC response.

2. Authorize the Chairman to sign the attached resolution.
3. Direct staff to forward the FY 2019-20 “Findings”, and all other public hearing documentation and resolution to the State Department of Transportation.

A motion was made by **Bayon Moore** seconded by **Piedra**. **Motion carried unanimously.**

VII. INFORMATION CALENDAR

- A. Mobility Coordination Project Update - Federal Transit Administration (FTA) Section 5310 Grant Program for Elderly and Disabled Transportation Services

Mr. Gomez presented an update of mobility coordination efforts from the last two quarters. A list of activities can be found on page 71 of the agenda.

VIII. NEXT MEETING DATE AND PLACE

The next meeting of the **Management Committee** will be held on **May 8, 2019** at the **County of Imperial**, El Centro, CA.

IX. ADJOURNMENT

- A. Meeting adjourned at 11:29 a.m.



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

TECHNICAL ADVISORY COMMITTEE
DRAFT MINUTES

April 4, 2019

Present:

Lily Falomir	City of Calexico
Victor Garcia	City of Brawley
Abraham Campos	City of El Centro (Phone Call)
Othon Mora	City of Imperial
Veronica Atondo	County of Imperial
Kariza Preciado	City of Holtville
Joel Hamby	City of Westmorland

Others:

Virginia Mendoza	ICTC
Marlene Flores	ICTC
Joseph Chua	Caltrans
Ben Guerrero	Caltrans
Kevin Hovey	Caltrans
Beth Landrum	Caltrans
Deb Ledesma	Caltrans
Adolfo Garcia	County of Imperial
Jesus Villegas	City of Imperial
George Galvan	The Holt Group

1. The meeting was called to order at 10:10 a.m. A quorum was present and introductions were made. There were no public comments made.
2. A *motion* was made to adopt the minutes for February 28, 2019 (**Atondo/Preciado**) **Motion Carried.**
3. **2018 Congestion Mitigation Air Quality (CMAQ) Programming FFY 2019/2020 to 2021/2022 Project Selection Recommendation**
 The Imperial County Transportation Commission (ICTC) directed staff to conduct a competitive call for projects for the Congestion Mitigation and Air Quality (CMAQ) starting December 17, 2018 and ending March 1, 2019. Approximately \$5.2 million may be available over a three-year period beginning in federal fiscal year 2019/2020 and ending in FFY 2021/2022.

On March 28, 2019 members of the ICTC Technical Advisory Committee (TAC) met to review the scoring and ranking of the 9 projects totaling a fund request \$4.7 million. With the use of the CMAQ Guidelines and scoring and ranking of all projects, TAC members were able to agree upon a recommended list of projects. Below are the recommended projects by agency, project title, and priority. The recommendation of projects would utilize the programming capacity of each proposed federal fiscal year.

DRAFT 2018 CMAQ FUNDING APPORTIONMENTS			Proposed Funding 2018 Call for Projects			
Agency	Priority	Project	2019-20	2020-21	2021-22	TOTAL
Brawley	1	Legion Road from SR86 to Western Avenue (unpaved street)	\$177,000	797,000		\$ 974,000
	2	Western Avenue from Legion Street to Wildcat Drive (unpaved street)	\$177,000		\$ 797,000	\$ 974,000
						\$ 1,948,000
Calexico	1	Weakley Street between Scaroni Blvd. and Portico Blvd. (unpaved street)	\$173,000	\$291,000		\$ 464,000
						\$ 464,000
Calipatria	1	Date Street between HWY 111/Sorenson Ave. and Railroad Ave. pedestrian improvements	\$401,000			\$ 401,000
						\$ 401,000
El Centro	1	Traffic Signal Synchronization Dogwood Avenue and 8th Street	\$48,000	\$367,000		\$ 415,000
						\$ 415,000
Holtville	1	Cedar Avenue Sidewalk Improvements	\$17,000	\$193,000		\$ 210,000
	2	9th Street Sidewalk Improvements from Beale Avenue to Oak Avenue	\$331,000			\$ 331,000
						\$ 541,000
Imperial	1	Class II Bike facility north side of Aten Road from Dogwood Road to Puerto Vallarta Ave.	\$432,000			\$ 432,000
						\$ 432,000
County	1	Main Street Improvements from Highway 111 to Memphis Avenue in Niland		\$107,000	\$ 957,000	\$ 1,064,000
						\$ 1,064,000
Programmed			\$0	\$0	\$0	\$0
Proposed			\$1,756,000	\$1,755,000	\$1,754,000	\$ 5,265,000
Available			\$1,756,000	\$1,755,000	\$1,754,000	\$ 5,265,000
Over/Under programmed			\$0	\$0	\$0	

A motion was made by Preciado and seconded by Galvan to forward the following recommendation to Management and Commission:

1. Approve the 2018 CMAQ Programming Project List for FFY 2019/2020 to FFY 2021/2022; and
2. Direct staff to program projects in the next available Federal Transportation Improvement Program Formal Amendment.

Motion Carried

4. 2018 Surface Transportation Block Grant (STBG) Programming FY 2019/2020 to FY 2021/2022 Project Selection Recommendation

The Imperial County Transportation Commission (ICTC) directed staff to conduct a competitive call for projects for the Surface Transportation Block Grant (STBG) starting December 17, 2018 and ending March 1, 2019. Approximately \$7.6 million may be available over a three-year period beginning in federal fiscal year 2019/2020 and ending in FFY 2021/2022.

On March 28, 2019 members of the ICTC Technical Advisory Committee (TAC) met to review

the scoring and ranking of the 9 projects totaling a fund request \$12.5 million. With the use of the STBG Guidelines and scoring and ranking of all projects, TAC members were able to agree upon a recommended list of projects. Below are the recommended projects by agency, project title, and priority. The recommendation of projects would utilize the programming capacity of each proposed federal fiscal year.

DRAFT 2018 STBG FUNDING APPORTIONMENTS			Proposed Funding 2018 Call for Projects			
Agency	Priority	Project	FY19/20	FY20/21	FY21/22	Total
Brawley	1	Legion Street from East of Kelley Ave. to West St. deflection point near West City limits	\$ 620,000			\$ 620,000
	2	K Street from Rio Vista Ave. to 8th St.	\$ 53,000		\$ 339,000	\$ 392,000
						\$ 1,012,000
Calipatria	1	Date Street between HWY 111/Sorenson Avenue and Railroad Avenue Pedestrian Improvements	\$ 127,000			\$ 127,000
						\$ 127,000
El Centro	1	Imperial Avenue Extension, Phase II		\$ 700,000	\$ 2,200,000	\$ 2,900,000
						\$ 2,900,000
Holtville	1	Orchard Road from Alamo River Bridge to 4th Street	\$ 396,000			\$ 396,000
						\$ 396,000
Imperial	1	La Brucherie Rd. Widening from Aten Blvd to Treshill Rd.		\$ 1,841,000		\$ 1,841,000
						\$ 1,841,000
County	1	Clark Road Improvements from Wahl Road to 0.5 miles north of SR-98	\$ 1,348,000			\$ 1,348,000
						\$ 1,348,000
Programmed						\$ -
Proposed			\$2,544,000	\$2,541,000	\$2,539,000	\$7,624,000
Available			\$2,544,000	\$2,541,000	\$2,539,000	\$ 7,624,000
Over/Under programmed			\$0	\$0	\$0	

A motion was made by [Atondo](#) and seconded by [Garcia](#) to forward the following recommendation to Management and Commission:

1. Approve the 2018 STBG Programming Project List for FFY 2019/2020 to FFY 2021/2022; and
2. Direct staff to program projects in the next available Federal Transportation Improvement Program Formal Amendment.

Motion Carried

Ms. Mendoza provided a programming sample to all TAC members. The excel sheet provides agencies comment/notes on how to fill out the form and submit with their CMAQ and STBG projects for programming.

Revisions on the project resolution need to be submitted no later than April 24th.

5. **Disadvantaged Business Enterprise Training**

Debora Ledesma-Ribera, DBE Coordinator from Caltrans provided a training on *Disadvantage Business Enterprise (DBE) Contract Goal Methodology Update*.

6. **ICTC Updates / Announcements**

(Presented by ICTC Staff)

a. **Transit Planning Updates**

- **Article 3-** The County of Imperial submitted a project. More information will be followed by Mr. Aguirre.
- **Assembly Bill 335-** A quick update was provided. A draft legislation is starting to go through committees in Sacramento. If this legislation is successful it will be effective in January 2020.

b. **Transportation Planning Updates (By Virginia Mendoza):**

- **Imperial Valley Economic Summit and General Assembly** Ms. Mendoza reminded all TAC members of the Imperial Valley Economic Summit and General Assembly on May 30, 2019.
- **Calexico West Port of Entry Traffic Circulation Plan.** Ms. Mendoza provided information on the Traffic Circulation Plan for the Calexico West Port of Entry. The Technical working group met in March 5, 2019 to discuss the Draft Plan and a Public Workshop is scheduled for April 18, 2019 in Calexico as an informational workshop.

c. **FFY 2019-20 Programmed Project Updates (By Virginia Mendoza):**

- Update on State and Federal funding obligations. A complete list of programmed projects was provided on an attachment to the agenda. Each agency provided an update on the current status of each project.

d. **SB 1 2018 Local Partnership Program (LPP) (by Virginia Mendoza):**

- We are working with CTC for a May 2019 allocation vote. If there is any updates to the application ICTC will contact each agency.
- **SB1 Road Maintenance and Rehabilitation Account (RMRA).** Ms. Mendoza has been in contact with each agency in regards to the RMRA. Ms. Mendoza provided a list of projects funded by SB1 for FY 2018-2019 and projected annual revenues for FY 2019/2020. She reminded everyone the deadline to submit is May 1st, 2019.

e. **LTA Updates (Virginia Mendoza):**

- 2018 LTA Bond. City of Holtville will be processing their first request.
- Just a quick reminder to submit as soon as your project is finished. The City of Calexico and City of Brawley they have a balance on their respective LTA bond projects for the 2012 LTA Bond.

7. **SCAG Updates / Announcements:**

- 2019 Regional Conference & General Assembly is on May 1-3 in Palm Desert, CA.

8. **Cities and County Planning / Public Works Updates:**

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

9. **Caltrans Updates / Announcements**

- Caltrans provided project updates on:
Inactive Projects- As of March 14, 2019, the inactive and future inactive list was updated. A complete list of Inactive projects can be found on the Department of Transportation website.
2016 Repurposed Projects- Funding obligations for projects with 2016 Earmark Repurposing funds must be completed by September 30, 2019.

Federal Fiscal Year 18/19 Request for Authorization/Obligation- They received only one.
Subsidized Classes for Local Agencies- Quick reminder that Local Technical Assistance Program provides local governments with training, information, technology and direct assistance. Upcoming courses are listed in the website.

Mrs. Landrum mentioned that the next External Teambuilding Meeting is on April 25th, 2019.

10. General Discussion / New Business

- Ms. Mendoza reminded committee members that the ICTC/Caltrans External Teambuilding meeting would be replacing the TAC meeting for the month of April.

11. Meeting adjourned at 11:21 a.m.



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

SOCIAL SERVICES TRANSPORTATION ADVISORY COUNCIL

MINUTES

April 3, 2019

Present

Voting Attendees:

Ted Ceaser	Consumer
Michael Hack – Vice Chair	Consumer
Kathleen Lang PhD	California Health & Wellness
Rosalina Blankenship	Area Agency on Aging/Public Administrator
Monica De Leon	Area Agency on Aging/Public Administrator
Erika Martinez	ARC-Imperial Valley
Sonia Silva	Access to Independence
Victor Torres	Imperial Valley College IVC
Kathi Williams	CTSA– ICTC
David Aguirre	CTSA– ICTC
Gustavo Gomez	CTSA– ICTC

Non-Voting Attendees:

Karla Aguilar	IVT/IVT Access/IVT Ride/IVT MedTrans
Karla Pacheco	IVT/IVT Access/IVT Ride/IVT MedTrans
Jose Guillen	IVT/IVT Access/IVT Ride/IVT MedTrans

1. Mr. Ceaser called the meeting to order at 10:07 a.m. **A quorum was present.** Introductions were made.
 - Ms. Blankenship introduced the new Information and Assistance Coordinator for Area Agency on Aging. She announced that she will be attending meetings in the future.
2. Minutes adopted for March 6, 2019 ([Blankenship](#), [Hack](#)), **Motion Carried.**
3. UTN 19-20 updates:

Mr. Aguirre had the following updates:

- They were a few people that spoke at the UTN hearing, information was gained and was evaluated. ICTC selected what was reasonable to meet.
- Mr. Aguirre asked SSTAC members if they had any questions on any of the items in the findings.
- Mr. Aguirre explained that items that were posted on last year UTN were rolled over to this year, this is why a repeat of items are seen.

- Mr. Aguirre stated that 2 items were not in the priority list because they are expected to be implemented.
#1 new Clinicas de Salud Office, the IVT blue line will possibly have a bus stop. ICTC already spoke to City of El Centro.
#2 IVT Ride will operate 4 days a week to Heber. A grant application is out for that.
 - SSTAC members questioned on page 11, the recommendation sounded more like a statement.
 - Ms. Williams stated that the recommendation is refer back to the UTN priority list #1, second sentence.
 - Ms. Blankenship asked if IVT Ride Heber will operate only in the summer or will it be throughout the year.
 - Ms. Williams responded that it is expected to begin on July 1st, and its expected to serve throughout the year. On May 10th ICTC is expecting to receive a price from the RFP process.
- Ms. Williams reviewed the UTN SSTAC staff response letter and UTN list:
#1 seems to be popular, people are getting more interested in it. IVT Access needs to do the same as IVT, but it will not be inexpensive. (Expansion on Sunday service from Niland to El Centro)
#2 is new an item on the list, it is something that no one has asked for before. (Addition service for Direct Lines (Route 31 and 32)
 - Dr. Lang asked if the priority list can be changed or moved around.
 - Ms. Williams stated that depending on funding ICTC receives, they will move on to a project that can be covered by the funding. It is not expected to stall on the list if the funding for other items on the list are available. Unless a Commissioner asks for it to be saved for a particular item.
- Mr. Aguirre encouraged feedback on the SSTAC response letter.
 - Ms. Blankenship requested to add information to the IVT Ride Heber (last paragraph), information to be added will be that it will be all year round and that service begins on July 1st.
 - SSTAC members agreed to add an additional paragraph, that SSTAC supports a bus stop on the new Clinicas de Salud location.
 - SSTAC members agreed to transfer the UTN priority list to the SSTAC letter to replace the current list.
- All changes that are mentioned above will be made to the SSTAC response letter.
Motion Carried (Lang, Hack).
- Ms. Williams stated that all changes will be made by Ms. Galarza and it will need to be finalized and signed by Mr. Ceaser before noon on Friday.

4. CTSA Reports:

Mr. Gomez had the following updates:

- There was a total of 24 IVT Access registration throughout the month.
- There were about 10-12 signups for IVT Ride every week. Numbers are increasing.
- ICTC along with First Transit operation managers attended the Transition Fair at IVC and 17th Annual Children's and Family Health Fair at Niland, both IVT and IVT Access services were outreached. The health fair was highly attended.
- Mr. Gomez stated that Mr. Guillen and himself have been making MedTrans distributions to reach specific medical locations. The focus is being made on local facilities at the moment. Distributions towards San Diego are in pending to be scheduled.

Mr. Aguirre had the following updates:

- Imperial Transit Center is close to completion, about 99% of it is complete. There was a ribbon cutting event for the Imperial Transit Center on April 2, 2019. I was well attended and the facility is nice. It is expected to be complete by today. It will soon begin operation.
 - Pictures were present to SSTAC members.
 - Ms. Williams added that Calexico Transit Center is expected to take a little longer to construct due to the condensed area it will be located at. Imperial Transit Center does not have restrooms because of past issues with El Centro Transit Center restrooms. There will be a soft opening expected, and ICTC will be posting it on Facebook, twitter, website etc. Once passengers get familiar with the Imperial Transit Center, the IID stops will be removed in the City of Imperial.
- Mr. Aguirre stated that the mobile application for real time location on buses has been awarded. New signage has been ordered; it is expected to be implemented within a few months.
 - Mr. Hack asked if the bus stop in front of the El Centro Library will be replaced.
 - Ms. Williams stated that ICTC will contact City of El Centro to add shade to the bus stop.
 - Mr. Aguirre stated that he will contact the City of El Centro regarding that bus stop.
- Mr. Aguirre announce that the Fare Analysis RFP is out for bid. There are possible changes to come, such as electronic fare collections. In the process, our system will be compared to several other agencies. It is expected to be awarded by next month.
 - During the Fare Study Analysis, there will presentations possibly made to SSTAC members and any other stakeholders.

Ms. Williams had the following announcement:

- Transit pictures, training posters and visual aids are available to be printed out for any agency that may be interested in having one. It will be at no charge.

5. Transit Operator Reports:

- Imperial Valley Transit: Mr. Sanchez and Mr. H. Sanchez were not present.
 - No updates presented.
- IVT Access: Ms. Pacheco gave the following updates.
 - The service has been busy.
 - Next month quarterly numbers will be presented.
 - Attended the Transitional Fair at IVC and the 17th annual Children's and Family Health Fair in Niland.
- IVT Ride: Ms. Aguilar gave the following updates:
 - There were 70 registrations during the month.
 - Received email from Area Agency on Aging staff, notifying ICTC and First Transit that there are funds available for the usage of pre-paid rides for seniors (60+). It will be implemented by April 4th.
 - Ms. Blankenship added that the funding can be distributed between IVT Ride and IVT Access passengers.
 - ICTC and First Transit staff are concerned that it will cause an issue with IVT Access services because of the population it serves. Ms. Williams requested conversate about the

situation further at a later time. IVT Ride will be implemented for the time being.

- IVT Ride Westshore's has a change coming up, on Tuesday, April 16, 2019 it will begin to go to Coachella area- Eisenhower Medical Center. Normally on Tuesday, it goes to Brawley, by the 16th of April, it will begin to alternate on Tuesday. Notices were put up on the buses to inform passengers.
 - Ms. Williams added that the price will be kept as is, \$2.50, up until the Fare Study Analysis is complete then there is a possibility the fare will change.
 - Mr. Aguirre added that the purpose is to get passenger connected to Sunline Transit service and to give the opportunity for passengers to reach Social Services, Medical facilities etc.
- IVT MedTrans: Mr. Guillen gave the following updates:
 - The passenger numbers are increasing.
 - Service is running smoothly.
 - The service is running late during the afternoon's due to traffic.
 - There has been a number of brochure distributions locally.

6. General Discussion

- Ms. Blankenship announced that the Alzheimer educational series for caregiver care began last month. There are 100 scholarships available. There are bracelets/necklaces to be given out, they contain tracking capabilities. It will be through June 30, 2019. Handouts were given to SSTAC members.
 - Ms. Williams stated that ICTC can post it on the IVT Facebook/Twitter page.
- Mr. Hack announced that there was a total of 120 people who attended the 27th anniversary of the People's First, it was located at Strike zone for the second year.
- Ms. Silva announced that Access to Independence office location moved from Calexico to El Centro, 4 doors down from Johnny's Burritos, 421 Wake Ave. An open house is being planned, but for the moment there is no official date. SSTAC members will be informed once a date is chosen.

7. Adjournment

- Meeting adjourned at 11:11 a.m. ([Blankenship](#), [Hack](#)), **Motion Carried.**
- Next meeting will be held on May 1, 2019, at the Imperial County Transportation Commission Office, 1503 N. Imperial Ave., Suite 104, El Centro, CA 92243.

IV. CONSENT CALENDAR

- C. EXTENSION OF THE TRANSIT DRUG AND ALCOHOL AUDITOR AGREEMENT, LPM AND ASSOCIATES, FY 2019-20 THROUGH FY 2020-21



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

May 10, 2019

ICTC Management Committee
Imperial County Transportation Commission
1503 N. Imperial Ave. Suite 104
El Centro, CA 92243

SUBJECT: Extension of the Transit Drug and Alcohol Auditor Agreement, *LPM and Associates*, FY 2019-20 through FY 2020-21

Dear Committee Members:

Since 1995, the Imperial County Transportation Commission (ICTC) has felt that it was a prudent practice to acquire an external auditor to determine compliance with the numerous and complex regulations under the Federal Drug and Alcohol legislation and all related mandated programs for the public regional transit contracts. Due to the extent of the regulations and effort required to maintain compliance, including risk and liability, an external auditor is utilized to insure that the regional transit services fully comply with federal regulations.

Typically, the auditor inspects our transit contractor operator records, and visits specimen collection sites and testing facilities. In addition, the auditor prepares the required annual federal reports and, as necessary provides some corrective training to ICTC and medical facility staff and the transit operators.

The current contractual arrangement is with *LPM and Associates* for auditing activities. The contract allows for extensions subject to a mutual agreement on compensation. ICTC staff are recommending that the contract be extended for an additional two year time period. The audit work effort commences in November and concludes in March annually.

Funding for this project will be included in the ICTC adopted FY 2019-20 Budget and specifically in the ICTC Overall Work Program and Budget/Transit Finance Plan; through the Transportation Development ACT (TDA) Fund, anticipated to be approved on June 26, 2019.

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

The original contract and all exhibits referenced in the extension document are available for review at the ICTC administrative offices by request.

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

1. Authorize the Chairman to sign the two year extension to the agreement for transit drug and alcohol auditing and reporting services with the firm of *LPM and Associates* for the not to exceed annual fee of \$12,000 effective November 1, 2019 through November 30, 2021.

Sincerely,



MARK BAZA
Executive Director

MB/ksw/cl

Attachment

1 **SIXTH AMENDMENT TO AGREEMENT FOR AUDITING SERVICES**

2 This Amendment (the "Amendment") dated _____, 2019, amends the
3 Agreement For Auditing Services dated November 18, 2008 ("the Agreement"), and amended on
4 October 12, 2010; July 27, 2011; October 23, 2013; June 24, 2015; and June 28, 2017 between Imperial
5 County Transportation Commission, a political subdivision of the State of California ("ICTC"), and LPM
6 & ASSOCIATES, a sole proprietorship as CONSULTANT.

7 **WITNESSETH:**

8 **WHEREAS**, Imperial County, on behalf of and at the direction of the Imperial Valley
9 Association of Governments ("IVAG"), entered into that certain Agreement For Auditing Services for
10 an audit and report whether safety-sensitive personnel involved in the delivery of transit services are in
11 compliance with Federal Transit Administration rules (49 CFR Part 655) and the U.S. Department of
12 Transportation rules (49 CFR Part 40) regarding drug and alcohol testing, and is attached hereto as
13 **Exhibit "1"** and incorporated by this reference; and

14 **WHEREAS**, on March 24, 2010, ICTC assumed all of the assets and liabilities of IVAG as well
15 as the authority to enter into contracts; and

16 **WHEREAS**, on October 12, 2010 that certain Agreement was amended, and is attached hereto
17 as **Exhibit "2"** and incorporated by this reference; and

18 **WHEREAS**, on July 27, 2011 that certain Agreement was again amended, and is attached hereto
19 as **Exhibit "3"** and incorporated by this reference; and

20 **WHEREAS**, on October 23, 2013 that certain Agreement was again amended, and is attached
21 hereto as **Exhibit "4"** and incorporated by this reference; and

22 **WHEREAS**, on June 24, 2015 that certain Agreement was again amended, and is attached hereto
23 as **Exhibit "5"** and incorporated by this reference; and

24 **WHEREAS**, on June 28, 2017 that certain Agreement was again amended, and is attached hereto
25 as **Exhibit "6"** and incorporated by this reference.

26 **NOW THEREFORE**, the parties agree as follows:

- 27 1. Paragraph 19 of the Agreement is deleted and replaced by the following:

28 "19. TERM OF AGREEMENT

1 This Agreement shall be effective on November 1, 2008 and shall continue in effect until
2 November 30, 2021, unless sooner terminated as provided herein.”

3 2. Paragraph 3.2.2 of the Agreement is deleted and replaced by the following:

4 “3.2.2 CONSULTANT shall outline which reports are to be issued by ICTC to the FTA for the
5 annual compliance submittals for FY 2008 through 2021.”

6 3. Paragraph 4.1.1 of the Agreement is deleted and replaced by the following:

7 “4.1.1 CONSULTANT shall be compensated on an hourly fee and cost basis as identified in
8 Exhibit “A” for the completion of the Audit. The amount shall not exceed eleven thousand
9 dollars (\$11,000) annually for the period of November 18, 2008 through November 1,
10 2015; eleven thousand five hundred fifty dollars (\$11,550) annually for the time period
11 of November 2, 2015 through November 30, 2019; and twelve thousand dollars (\$12,000)
12 annually for the time period of December 1, 2019 through November 30, 2021. ”

13 4. All other terms and conditions are and will remain in full force and effect. There are no other
14 modifications, express or implied, except as herein provided.

15 **IN WITNESS WHEREOF**, the parties have executed this Amendment on the day and year first
16 above written.

17 **IMPERIAL COUNTY**
18 **TRANSPORTATION COMMISSION:**

19 By: _____
20 Chair of the Board

CONSULTANT:
LPM & ASSOCIATES

21 By: *Leila Procopio-Makuh*
22 LEILA PROCOPIO-MAKUH
23 Principal

24 **ATTEST:**

25 By: _____
26 CRISTI LERMA
27 Secretary to the Commission

28 **APPROVED AS TO FORM:**

KATHERINE TURNER
County Counsel

By: *Eric Havens*
Eric Havens, Deputy County Counsel

IV. CONSENT CALENDAR

- D. REQUEST TO AUTHORIZE TRAVEL FOR AN ICTC COMMISSION MEMBER TO ATTEND THE CALCOG BOARD MEETING ON MAY 29, 2019



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

May 10, 2019

ICTC Management Committee
Imperial County Transportation Commission
1503 N. Imperial Ave., Suite 104
El Centro, CA 92243

SUBJECT: Authorize travel for an ICTC Commission Member to attend the CALCOG Board Meeting in May

Dear Committee Members:

The Imperial County Transportation Commission is a member of the California Association of Councils of Governments (CALCOG). CALCOG is a nonprofit, social welfare organization formed to serve regional governments.

CALCOG serves 46 member agencies. Each appoints a representative from their legislative body to serve on the CALCOG Board. Commissioner Cheryl Viegas-Walker is currently serving as a CALCOG Board of Directors representing ICTC and Imperial County as a region.

Ms. Viegas-Walker will be attending the CALCOG Board meeting scheduled for May 29, 2019. The total estimated cost for this trip is \$250.00. Due to the coordination of other non-related travel cost-savings are expected. Below is an estimate of the projected costs.

- \$88.30 airfare from Sacramento to Los Angeles
- \$109.06 hotel
- \$50 for Lyft to/from airport and 1 meal

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

1. Approve travel for Commissioner Cheryl Viegas-Walker to attend the CALCOG Board Meeting on May 29, 2019 for an estimated expenditure amount of \$250.00

Sincerely,

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

MARK BAZA
Executive Director

MB/cl
Attachments

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

T:\projects\ICTC\Travel request

IV. CONSENT CALENDAR

- E. LEGAL SERVICES AGREEMENT—COUNTY OF IMPERIAL—ICTC, FY 2019-20 TO FY 2020-21



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

May 10, 2019

ICTC Management Committee
Imperial County Transportation Commission
1503 N. Imperial Ave. Suite 104
El Centro, CA 92243

SUBJECT: Legal Services Agreement – County of Imperial - Imperial County Transportation Commission (ICTC) FY 2019-20 to FY 2020-21

Dear Committee Members:

On March 24th 2010, the Commission adopted a resolution that authorized consultant legal services for the Commission through the County Counsel's office at the County of Imperial. ICTC and County Counsel staff have developed another agreement for FY 2019-20 through FY 2020-21. The requested reimbursement has increased due to additional hours performed in the last two years, from \$15,000 to \$20,000 per year.

In the last two years, ICTC staff has completed a significant number of competitive bids, consultant agreements, research of legislation, grant certifications and many other activities. Staff would not have been able to complete this volume of work without the assistance of legal staff who understand the nuances and in particular the federal transportation requirements.

Funding for this project will be in the ICTC adopted 2019-20 Budget and specifically in the ICTC Overall Work Program and Budget/Transit Finance Plan; through the Transportation Development ACT (TDA) Fund, anticipated to be approved on June 26, 2019.

The original agreement and subsequent extensions are on file at the ICTC administrative offices.

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

1. Authorize the Chairperson to sign the agreement for the continuation of legal services between the County of Imperial and the Imperial County Transportation Commission for an annual fee not to exceed \$20,000, effective July 1, 2019 through June 30, 2021.
2. Direct staff to forward the agreement to the County of Imperial.

Sincerely,

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

MARK BAZA
Executive Director

Attachment

1 **AGREEMENT FOR LEGAL SERVICES BETWEEN**
2 **IMPERIAL COUNTY AND**
3 **IMPERIAL COUNTY TRANSPORTATION COMMISSION**

4
5 This Agreement for legal services (hereinafter "Agreement") made by and between
6 Imperial County, a political subdivision of the State of California (hereinafter "County"), and
7 Imperial County Transportation Commission (hereinafter "ICTC") (individually, "Party;"
8 collectively, "Parties") shall be as follows:

9 **WITNESSETH:**

10 **WHEREAS**, ICTC intends to function in compliance with California Public Utilities Code
11 Section 132800 *et. seq.* as an independent agency while minimizing the costs of independence;
12 and

13 **WHEREAS**, the ICTC desires to utilize the services most fiscally responsible including
14 services available through County; and

15 **WHEREAS**, County will employ its best efforts to ensure that legal services are provided
16 in the most efficient and professional manner; and

17 **WHEREAS**, ICTC has in the past utilized services of County to provide services as
18 needed and County and ICTC desire to maintain an arrangement whereby County provides such
19 legal services as deemed necessary by ICTC, subject to reimbursement by ICTC.

20 **NOW, THEREFORE**, in consideration of the mutual promises contained herein, the
21 Parties hereby agree as follows:

22 **1. TERM.** This Agreement shall become effective July 1, 2019 and remain in effect
23 until June 30, 2021. It may be renewed upon the mutual, written, consent of both Parties.

24 **2. TERMINATION.** This Agreement may be terminated by either Party, without
25 cause, upon ninety (90) days prior written notice to the other Party.

26 **3. SCOPE OF SERVICES.** County Counsel shall provide ICTC with the following
27 general legal services if such service is authorized by the Executive Director or his/her designee:
28 act as legal advisor to ICTC; attend ICTC public and private meetings on an as-needed basis;

1 provide legal opinions or analysis on issues that arise; draft contracts or other documents; attend
2 training sessions or conferences; provide any additional services necessary for general legal
3 representation. Specifically excluded from the scope of services are matters pertaining to
4 litigation. Any legal services for matters involving litigation shall be provided only after both
5 Parties have agreed in writing to such services being provided.

6 **4. COMPENSATION FOR SERVICES.** In consideration of all services rendered
7 by County Counsel, ICTC agrees to pay County Counsel for the performance of legal services
8 described above. The annual cost of the services shall be twenty thousand dollars (\$20,000.00), to
9 be paid on a quarterly basis of five thousand dollars (\$5,000.00). ICTC shall also pay for the cost
10 of all appropriate training for attorneys and staff as approved by ICTC and County Counsel.

11 **5. DELEGATION AND ASSIGNMENT.** County and the ICTC Executive Director
12 may enter into such other subsidiary agreements as may be necessary to implement and effectuate
13 the intention of this Agreement and fulfill its purposes; provided, however, no such agreement
14 may change the total amount of obligation payable by ICTC without the prior approval of ICTC.

15 **6. INDEMNIFICATION.**

16 a. ICTC agrees to indemnify, defend, and hold County harmless from any and
17 all claims or lawsuits that may be made against County which arise out of any action or decision
18 made by County as part of its statutorily prescribed duties and which lawsuit may be premised
19 upon the activities of an employee provided by County under this Agreement. If any judgment is
20 rendered against County in any such lawsuit, ICTC shall, at its own expense, satisfy and discharge
21 any judgment.

22 b. The foregoing duty to indemnify shall not be applicable if the action of the
23 employee that gives rise to the claim or lawsuit is performed while the employee is acting on
24 behalf of County and not ICTC.

25 c. Notwithstanding the limitations of any insurance, County shall indemnify,
26 protect, and hold harmless ICTC and its authorized agents, officers, volunteers, and employees
27 from and against any and all claims, liabilities, or actions arising from County's negligent acts or
28

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

11. ENTIRE AGREEMENT. This Agreement contains the entire and complete understanding of the Parties and supersedes any and all other agreements, oral or written, with respect to the provision of administration of services under this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on behalf of the persons duly authorized by the governing boards of the Parties hereto.

IMPERIAL COUNTY:

**IMPERIAL COUNTY
TRANSPORTATION COMMISSION:**

By: _____
RYAN E. KELLEY
Chairman of the Board of Supervisors

By: _____
Chair of the Board

ATTEST:

ATTEST:

By: _____
BLANCA ACOSTA
Clerk of the Board of Supervisors

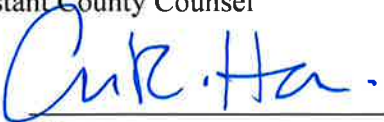
By: _____
CRISTI LERMA
Secretary to the Commission

APPROVED AS TO FORM AND CONTENT:

KATHERINE TURNER
County Counsel

GEOFFREY P. HOLBROOK
Assistant County Counsel

By: _____
KATHERINE TURNER
County Counsel

By: 
Eric Havens
Deputy County Counsel

IV. CONSENT CALENDAR

- F. LEGAL SERVICES AGREEMENT—COUNTY OF IMPERIAL—LTA, FY 2019-20 TO FY 2020-21



Imperial County Local Transportation Authority

1503 N. Imperial Ave., Suite 104, El Centro, CA, 92243
Phone: 760-592-4494 | Fax: 760-592-4410

May 10, 2019

ICTC Management Committee
Imperial County Transportation Commission
1503 N. Imperial Ave., Suite 104
El Centro, CA 92243

SUBJECT: Legal Services Agreement FY 2019-20 to FY 2020-21; County of Imperial and the Local Transportation Authority (LTA)

Dear Committee Members:

The County's Office of County Counsel has provided generalized legal services to the Authority since 2012. LTA and County Counsel staff have calculated an approximate cost for services and developed an agreement for the continuation of services for an additional two years; FY 2019-20 and FY 2020-21. The requested reimbursement has increased due to additional hours performed annually since 2012, from \$7,500 to \$10,000 per year.

In the last two years, LTA staff has completed a significant number of Memorandum of Understanding, consultant agreements, research of legislation, bonds and many other activities. Staff would not have been able to complete this volume of work without the assistance of legal staff who understand the LTA program.

Funding for this project is expected to be in the LTA Administrative Services Budget FY 2019-20, anticipated to be approved on June 26, 2019.

The original contract and all exhibits referenced in the extension document are available for review at the ICTC administrative offices by request.

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

1. Authorize the Chairperson to sign the agreement for legal services between the County of Imperial and the Local Transportation Authority for an annual cost not to exceed \$10,000 annually effective July, 1 2019 through June 30, 2021.
2. Direct staff to forward the agreement to the County of Imperial.

Sincerely,

MARK BAZA
Executive Director

Attachment

MB/ksw/cl

1 provide legal opinions or analysis on issues that arise; draft contracts or other documents; attend
2 training sessions or conferences; provide any additional services necessary for general legal
3 representation. Specifically excluded from the scope of services are matters pertaining to
4 litigation. Any legal services for matters involving litigation shall be provided only after both
5 Parties have agreed in writing to such services being provided.

6 **4. COMPENSATION FOR SERVICES.** In consideration of all services rendered
7 by County Counsel, LTA agrees to pay County Counsel for the performance of legal services
8 described above. The annual cost of the services shall be ten thousand dollars (\$10,000.00), to be
9 paid on a quarterly basis of two thousand five hundred dollars (\$2,500.00). LTA shall also pay for
10 the cost of all appropriate training for attorneys and staff as approved by LTA and County
11 Counsel.

12 **5. DELEGATION AND ASSIGNMENT.** County and the LTA Executive Director
13 may enter into such other subsidiary agreements as may be necessary to implement and effectuate
14 the intention of this Agreement and fulfill its purposes; provided, however, no such agreement
15 may change the total amount of obligation payable by LTA without the prior approval of LTA.

16 **6. INDEMNIFICATION.**

17 a. LTA agrees to indemnify, defend, and hold County harmless from any and
18 all claims or lawsuits that may be made against County which arise out of any action or decision
19 made by County as part of its statutorily prescribed duties and which lawsuit may be premised
20 upon the activities of an employee provided by County under this Agreement. If any judgment is
21 rendered against County in any such lawsuit, LTA shall, at its own expense, satisfy and discharge
22 any judgment.

23 b. The foregoing duty to indemnify shall not be applicable if the action of the
24 employee that gives rise to the claim or lawsuit is performed while the employee is acting on
25 behalf of the County and not LTA.

26 c. Notwithstanding the limitations of any insurance, County shall indemnify,
27 protect and hold harmless LTA and its authorized agents, officers, volunteers and employees from
28 and against any and all claims, liabilities or actions arising from County's negligent acts or

1 omissions in the administration of this Agreement and for any costs or expenses incurred by LTA
2 on account of any claim thereof.

3 **7. NOTICE.** All notices to either Party shall be in writing and either sent through the
4 United States Mail, certified and return receipt requested; or personally delivered. The notice
5 shall be effective upon date of personal delivery or date of mailing. Notices shall be sent or
6 delivered to:

7 **LTA:**

8 Imperial County Local Transportation Authority
9 1503 N. Imperial Avenue, Suite 104
10 El Centro, CA 92243

11
12 **Imperial County:**

13 Imperial County Executive Office
14 940 Main Street, Suite 208
15 El Centro, CA 92243

16 and

17 Imperial County Office of the County Counsel
18 940 Main Street, Suite 205
19 El Centro, CA 92243

20
21 **8. WAIVER.** Waiver of any default shall not be considered a waiver of any
22 subsequent default. Waiver of any breach of any provision of the Agreement shall not be
23 considered a waiver of any subsequent breach. Waiver of any default or breach shall not be
24 considered a modification of the terms of this Agreement.

25 **9. SEVERABILITY.** If any provision of this Agreement is for any reason held to
26 be invalid, it should not affect the validity of any other provision of this Agreement.

27 **10. MODIFICATION.** This Agreement may not be modified except upon the
28 mutual written consent of the Parties.

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

11. ENTIRE AGREEMENT. This Agreement contains the entire and complete understanding of the Parties and supersedes any and all other agreements, oral or written, with respect to the provision of administration of services under this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on behalf of the persons duly authorized by the governing boards of the Parties hereto.

IMPERIAL COUNTY:

**IMPERIAL COUNTY LOCAL
TRANSPORTATION AUTHORITY:**

By: _____
RYAN E. KELLEY
Chairman of the Board of Supervisors

By: _____
Chair of the Board

ATTEST:

ATTEST:

By: _____
BLANCA ACOSTA
Clerk of the Board of Supervisors


By: _____
CRISTI LERMA
Secretary to the Authority

APPROVED AS TO FORM AND CONTENT:

KATHERINE TURNER
County Counsel

GEOFFREY P. HOLBROOK
Assistant County Counsel

By: _____
KATHERINE TURNER
County Counsel

By: 
Eric Havens
Deputy County Counsel

V. REPORTS

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



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

Memorandum

Date: May 10, 2019
To: ICTC Committee Members
From: Mark Baza, Executive Director
Re: Executive Director's Report

The following is a summary of the Executive Director's Report for the Committee Meeting on May 15, 2019

- 1) **SAVE THE DATE – FY 2019/2020 ICTC Budget Workshop:** Please “Save the Date” of May 22, 2019 at 4 p.m. for the ICTC Budget Workshop for FY 2019/20, to be held at the County of Imperial Administration Center, Conference Room C&D in El Centro.
- 2) **Assembly Bill 335 (Garcia):** In December 2018, staff met with Assemblymember Eduardo Garcia and his staff to discuss legislation that would amend ICTC's authority to include non-transportation programs. *Draft legislation is starting to go through committees in Sacramento. The goal of the draft is to primarily give ICTC authority to address or carry out non-transportation programs. If we are successful the legislation will become effective in January 2020.*
- 3) **REGISTER TODAY – Imperial Valley Economic Summit and General Assembly:** Registration is now open for the 5th Imperial Valley Economic Summit and General Assembly. It will be held at the Old Eucalyptus Schoolhouse Please on May 30, 2019. This year our keynote speakers will be Michael Bracken of Development Management Group; Sunne Wright McPeak of California Emerging Technology Fund; and, Bill Higgins of California Association of Council of Governments. Panel discussions will include: “Smart and Connected Cities”; “Access to Education”; “Environment”; “Access to Capital”; “Bi-national Opportunities” and, “Infrastructure.”

To register for the event or for sponsorship opportunities visit tinyurl.com/ESGA2019. Attached is the sponsorship form, event flyer and draft agenda for your information.

- 4) **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. *ICTC staff coordinated a meeting with Caltrans and City of El Centro staff to discuss the project schedule of the interchange and the Imperial Avenue Extension South projects. The project schedules will be compatible and the closure of the I-8/Imperial Avenue Interchange bridge is scheduled to begin February 2020.*
- 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 preparation for the north and southbound port of entry openings in July and September 2018. In November 2018, the consultant team conducted traffic counts and field observations to analyze the traffic after the north and southbound traffic shifts have been in operation and will be presenting draft recommendations for traffic management in preparation for the opening of Cesar Chavez Blvd. *The draft Traffic Circulation Plan is currently under review by the project stakeholder group. The technical workgroup met on March 5, 2019, to discuss the Draft Plan. A Public Workshop was held on April, 18, 2019, at the Carmen Durazo Cultural Arts Center between the hours of 10:00 am to 1:00 pm and 3:00 pm to 6:00 pm.*

- 6) **State Route 86 (Northbound) Border Patrol Checkpoint:** In August 2017 following a year of coordination, Caltrans, the County of Imperial and ICTC met with CBP management and operations staff achieved consensus for a new conceptual alternative prepared by Caltrans. The LTA Board met on September 27, 2017, staff presented the Board with a fund request for \$1.3 million from the 5% Regional Highway Set-Aside from the Measure D allocations. A Consultant Agreement with AECOM for design and construction engineering was approved by the LTA on February 28, 2018. Currently design is underway. A draft of 35% plans were completed and submitted for review on October 12, 2018. Input from all stakeholders is still pending to proceed with 65% design. *A meeting was held on April 23rd at the ICTC offices to review the 65% design.*
- 7) **FY 2019 Public Transit Fare Analysis:** The Request for Proposal for a consultant for the ICTC FY 2019 Public Transit Fare Analysis was released on March 1, 2019. The project is for professional services to develop a Public Transit Fare Pricing Analysis. This planning document is expected to provide recommendations for the current fares/fee structure and media for the four public transit services under the Imperial Valley Transit brand for the next three to five years. Proposals were due to the ICTC office on March 29, 2019. Two proposals were received and staff held oral interviews on April 9, 2019. The staff recommendation is scheduled for approval on the May agenda.
- 8) **FY 2019 IVT RIDE and IVT MedTrans Public Outreach and Marketing Projects:** The Request for Proposals for consultants for the ICTC FY 2019 IVT RIDE and IVT MedTrans Public Outreach and Marketing Projects were released on March 8, 2019. The projects are for professional services to continue the public outreach services and marketing currently in place in support of the IVT RIDE paratransit service and the IVT MedTrans paratransit service under the brand for the next three to five years. Proposals were due to the ICTC office on or before April 12, 2019. Scoring and ranking is scheduled for April 18, 2019 at the ICTC offices.
- 9) **FY 2019 IVT, IVT ACCESS, IVT RIDE and IVT MedTrans Public Transit Services Projects:** The four Request for Proposals for the continuation of the four public transit services were released on March 27, 2019. The project is for professional services to continue the fixed route bus system and three paratransit services currently in place for the next three to five years. Proposals are due to the ICTC office on or before May 10, 2019.
- 10) **Federal Triennial Review:** The Federal Transit Administration (FTA) is conducting a Triennial Review of the Imperial County Transportation Commission in early 2019. The review determines whether a grant recipient and its subrecipients are administering its FTA-funded programs in accordance with 49 U.S.C. Chapter 53, Federal transit law provisions. It assesses the recipient's management practices and program implementation to ensure that the programs are administered in accordance with FTA requirements and are meeting program objectives. Grant subrecipients that may be included in this cycle include the Cities of Brawley, El Centro and Imperial for the transfer terminal projects.
- 11) **SR-186 Bridge Replacement over the All American Canal:** *Caltrans has led a feasibility study for the replacement of the SR-186 Bridge over the All American Canal. The stakeholders that have been involved in this effort include the U.S. Bureau of Reclamation (BOR), the Imperial Irrigation District (IID), Caltrans and ICTC. As a follow-up, BOR is moving forward with their commitment to issue a media release regarding the future public closure of the bridge carrying SR-186 over the All-American Canal. The BOR anticipates issuing the media release in 1-3 weeks requesting for Caltrans to provide a new public crossing by 2025 to ensure public access is maintained.*

- 12) **Imperial Mexicali Binational Alliance Meeting:** *An IMBA meeting was held at Imperial Valley College on May 9, 2019. This meeting focused on academic opportunities and partnerships in Imperial-Mexicali binational region.*
- 13) **2018 Trade Corridor Enhancement Program:** The Trade Corridor Enhancement Program (TCEP), created by Senate Bill (SB) 1 (Beall, Chapter 5, Statutes of 2017), provides approximately \$300 million annually for infrastructure improvements on federally designated Trade Corridors of National and Regional Significance, on the Primary Freight Network, and along other corridors that have a high volume of freight movement. ICTC in partnership with Caltrans and the San Diego Association of Governments (SANDAG) were successful in receiving TCEP funds for Advanced Technology Corridors at the California-Mexico Ports of Entry (POE). The goal project is to implement Intelligent Transportation System (ITS) strategies that will improve border travel delays. Some of the ITS strategies will include Bluetooth and Wi-Fi readers to help track vehicle delays, as well as implement changeable message signs on State Routes to inform border travelers of POE delays. Caltrans will serve as the implementing agency of this project and has an estimated completion date of early 2020. *Caltrans has initiated the environmental phase and preliminary design of the project. TCEP funds will be used in collaboration with the BUILD grant award for the design and construction phases.*
- 14) **State Legislation for Transportation Funding – SB 1 Road Maintenance and Rehabilitation Account (RMRA):** \$1.5 Billion annually will go to cities and counties for local road improvements. The following are projected annual revenues of RMRA for the Cities and the County of Imperial for FY 2018/2019. This list of projects for all cities and the county can also be found on the ICTC website at: <http://www.imperialctc.org/senate-bill-1/>

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 can be found on the ICTC website here .
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

Below are the projected annual revenues for FY 2019/2020. Deadline to submit a list of projects to CTC is May 1, 2019. All Imperial County cities and the county are required to submit their list of projects in order to be eligible for funding distribution.

Agency	RMRA Amount FY 2019-2020
Brawley	\$453,796
Calexico	\$681,911

Calipatria	\$127,530
El Centro	\$766,589
Holtville	\$107,602
Imperial	\$320,638
Westmorland	\$38,483
County of Imperial	\$7,501,204
TOTAL	\$9,997,753*

**Estimate source is from the California League of Cities dated January 22, 2019 - <http://californiacityfinance.com/LSR1901.pdf>*

- 15) **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. Caltrans is currently completing improvements to SR 78 and will be providing on street concrete bus pads with an approximate value of \$80,000.
- 16) **2018 ICTC Bus Stop Bench and Shelter Inventory:** 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 have been finalized. The consultant and staff are working towards finalizing the Technology Memorandum which will provide ICTC with possible technology solutions for the fixed route bus system. *Staff anticipates providing a presentation of project materials at the May 2019 commission meeting.*
- 17) **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 and SCAG are in the process of completing the consultant selection process and anticipate issuing a notice to proceed in May 2019.*
- 18) **Calexico Intermodal Transportation Center (ITC):** A new Intermodal Transportation Center in the City of Calexico has been part of ICTC’s long range transit planning. The new Calexico ITC will serve as a regional mobility hub that will accommodate bus bays for Imperial Valley Transit in addition to the City of Calexico’s private transit operators, taxis and farm labor buses. ICTC received a Congestion Mitigation and Air Quality federal program fund to complete the environmental and design plans of the new Calexico ITC. ICTC staff is in the process of completing the contract award for a consultant firm that will complete the environmental and design phase. Currently, ICTC staff is completing the Caltrans award review process with multiple Caltrans’ departments. The ICTC Board adopted the agreement with Psomas on September 26, 2018. *Environmental phase is in progress with consultant team and agency partners, including the City of Calexico, Caltrans and ICTC. Preliminary site analysis has been completed and a meeting was held at the Psomas office on April 3, 2019.*
- 19) **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. *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 and is anticipated to*

begin construction in spring 2020. 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. Cesar Chavez Blvd is under construction by the City of Calexico and is scheduled for completion in June 2019.

- 20) **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. On October 23, 2018, Caltrans and ICTC hosted a kick-off meeting with IID, GSA and Bureau of Reclamation at the ICTC Offices. An environmental staff meeting between project stakeholders was held on November 26, 2018. *Caltrans staff is proceeding with the environmental document that is scheduled to be approved by May 2020.*

In December 2018, ICTC was awarded a discretionary grant under U.S. Department of Transportation's Better Utilizing Investments to Leverage Development (BUILD) grant in the amount \$20 million. The funds will be utilized to complete design and construction costs of the widening of the bridge over the All-American Canal of the Calexico East Port of Entry. *ICTC staff is working with U.S. Department of Transportation to complete the grant agreement. ICTC is submitting a request for advance construction and tapered match to advance the project along and meet the obligation deadline of September 2020.*

- 21) **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. 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. The Phase 3 construction improvements have been completed and project is nearing completion and closeout. A ribbon cutting will be scheduled soon.*

- 22) **State Legislation for Transportation Funding – SB 1 2018 Local Partnership Program (LPP):** 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 is \$538,000. For FY2017/2018, no projects were submitted for the formulaic program and funds will be rolled over to FY2018/2019. *Currently, ICTC staff is working with the local agencies to submit project forms accordingly. Deadline to submit to ICTC is Friday, February 15, 2019 at end of day. All eligible projects will be forwarded to CTC for a May 2019 allocation vote.*

The following is the list of projects for Imperial County:

Local Partnership Program (LPP) Programing Date					
Agency	Project Name	LPP Formulaic Funds	Local Match	Total Cost	Proposed CTC Programming Date
Calexico	Scaroni Road Improvements	\$ 305,000	\$ 550,000	\$ 855,000	May 19/20
Calipatria	Calipatria Date Street Sidewalk Improvement Project	\$ 41,000	\$ 41,000	\$ 82,000	May 19/20
County	Overlay of Picacho Road from Winterhaven Road to Quechan Drive	\$ 523,000	\$ 523,000	\$ 1,046,000	May 19/20
Imperial	Aten/Clark Road Improvements	\$ 154,000	\$ 327,000	\$ 481,000	May 19/20
Brawley	2020 Legion Street Improvements	\$ 209,000	\$ 209,000	\$ 418,000	May 20/21
El Centro	Dogwood Road from Villa Road to Commercial Avenue	\$ 339,000	\$ 339,000	\$ 678,000	May 20/21
Holtville	Orchard Road/Cedar Avenue	\$ 60,000	\$ 60,000	\$ 120,000	May 20/21

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

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

- 23) **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	Completed for design. Will submit by May-June
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	Out to bid Mid-Feb
El Centro	Imperial Ave. Extension South	RSTP	CON	\$653,000	\$3,197,000	\$3,850,000	CON-FTIP Amendment
Imperial County	Heber Ave. from Hwy 86 to Correll Rd. and S. of Hwy 86 to Fawcett	EARMARK	CON	\$1,017,000	\$0	\$1,017,000	ROW Certification. Submit by Mid-March

	Rd.						
Imperial County	Conservation easement, access improvements, parking facilities at Desert Museum	EARMARK	CON	\$720,000	\$0	\$720,000	PS&E completed. Will submit by end of March
Imperial County	Rio Vista St. in Community of Seeley	CMAQ	CON	\$145,000	\$19,000	\$162,000	Working with consultant. They advertise twice.
Imperial County	Sidewalk improvements on Rio Vista St. in Seeley	CMAQ	CON	\$1,189,000	\$178,000	\$1,365,000	Early June to submit
ICTC & Caltrans	Calexico Est POE Truck Crossing Improvement	SB1 TCE	ENG	\$3,000,000	\$0	\$3,000,000	SB-1 \$\$\$ has been obligated
ICOE	Project Ride, Walk, Learn	ATP	CON	\$224,000	\$0	\$224,000	Obligate by March/April
Westmorland	Paving of dirt roads H St. & 8 th St. segments	CMAQ	CON	\$350,000	\$45,000	\$395,000	Project Complete

Regional Total FY2018/2019 \$12,616,000

24) 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 covers a 3-year period. ICTC is fiscal agent and developed an MOU which defines roles and responsibilities (Audits, Administration and Project Management) for ICTC and IVEDC. *Since the projects approval, IVEDC staff Sean Wilcock designed a new logo for SBBC to assist the clarity in larger marketing materials. An update was presented to the Commission at the August 2018 meeting. Currently, the project is in year two of the contract. In year two/quarter two, Ms. Barrett began working with other consortiums on the Caltrans Strategic Corridors Plan. SBBC submitted corridors that would need better broadband sources in Imperial and San Diego Counties. A new staff was hired during this time; Mr. Rene Pollard has been attending meetings with Ms. Barrett since September. An Area Agency on Aging (AAA) Board Meeting was attended in October, along with another AAA event in Bombay Beach; and SBBC is planning to attend more AAA events to assist seniors attain internet access in their homes. The SBBC staff designed a USB with both their logo and AAA's logo to hand out to seniors when they complete the "internet needs questionnaire" and has worked as a great incentive. Quarter two will concluded with a quarterly meeting on February 8th at the Caltrans District 11 offices. Staff continues to reach out to schools and is scheduled to attend the Calipatria School District Resource Fair this Spring.*

- b) **The Brawley Transit Corridor Brownfield Assessment:** ICTC in partnership with IVEDC received a U.S. Environmental Protection Agency (EPA) Brownfields Communitywide Assessment Grant award of \$300,000 from the Environmental Protection Agency's Brownfields Assessment Program. This assessment will be focused along the transit circulator route within the 13 mile Imperial Valley Transit's (IVTs) Brawley Gold Line Transit Route and the Brawley Transit Center that serves as the IVTs North Imperial County transfer terminal. The commercial corridors in the target assessment area include over 100 known commercial properties and suspected historical gas station sites with known or suspected underground tanks in the target area. ICTC will be the fiscal agent and has developed an MOU which will define roles and responsibilities (Audits, Administration and Project Management) or ICTC and IVEDC. SCS Engineers have initiated early Tasks that include the Quality Assurance Project Plan (QAPP) and project management plan as required by EPA. The Steering Committee consisting of agency partners and stakeholders met on August 22, 2018. The draft QAPP is nearing completion. The first community outreach meeting was held on October 11, 2018. The consultant and IVEDC presented an overview of the project and the opportunities available for property owners to consider participating and requesting Phase 1 or 2 Brownfield Assessments. *Currently we are processing 4 Property Eligibility applications with the Dept. of Toxic Substance Control (DTSC) which will be later submitted to the Environment Protect Agency for final approval. All 4 of these properties are seeking to redevelop or sell properties for redevelopment within the project's subject area. These properties will be processed for Phase 1 and potentially Phase 2 Environmental Site Assessments to clear them of contamination concern or evaluate them for site cleanup planning if necessary.*
- 25) **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 April 2019 is attached for your review.*
- 26) **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.*
- 27) **Funding for Phase II of the Calexico West Port of Entry:** As previously noted, Congress authorized \$98 million for Phase 1. The U.S. General Services Administration (GSA) began construction for Phase 1 in December 2015 with completion now scheduled for July 2018. *Phase 2A was awarded in the amount of \$191million and will include additional northbound vehicle lanes, permanent southbound inspection, new administration building, and employee parking. Funding for phase 2B has not been secured and work will include demolition of the old port building and construction of the new pedestrian building.*
- 28) **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 January 2019. ICTC will be implementing an adjustment to the IVT Ride Westshores service to provide service to Eisenhower Medical Center on Bob Hope Drive and facilities ¾ of a mile from Highway 111 between Eisenhower Medical Center and Avenue 52 in Coachella. The service will operate every other Tuesday and reservations will be required. Service began on April 16, 2019. Staff will be completing outreach services in the Westshores area to inform the public of the change to the service.*
- 29) **California-Baja California Binational Region:** A Fresh Look at Impacts of Border Delays: Building upon previous Caltrans, SANDAG, and ICTC studies, this project will refine the economic models developed to assess economic impacts of delays at the land ports of entry (POEs) between the San Diego and Imperial Counties region and Baja California, Mexico, on the border region economies. It will also estimate greenhouse gas (GHG) emissions of passenger and commercial vehicles due to northbound and southbound border delays at the six California POEs, and propose strategies to reduce GHG emissions at the border region. Lastly, extensive outreach to government agencies, local border communities, and private sector stakeholders was conducted. A final is report is scheduled to be completed in the summer of 2019.

30) Meetings attended on behalf of ICTC:

- April 10, 2019 – AB 617 Community Steering Committee Meeting in El Centro
- April 18, 2019 – Calexico Traffic Circulation Plan Public Outreach in Calexico
- April 23-26, 2019 – CalACT Conference in Coronado (attended by staff)
- April 24, 2019 – ICTC Commission Meeting
- April 25, 2019 – Caltrans Imperial External Teambuilding Meeting at the ICTC Offices
- April 27-28, 2019 – CARL Program in Sacramento (attended by staff)
- April 28, 2019 – CalCOG CDAC Meeting in Sacramento
- May 1-3, 2018 – SCAG Safety Symposium, Regional Conference and General Assembly in Palm Desert
- May 3, 2019 – CTC CEO's / SCAG Meeting in Palm Desert
- May 6-9, 2019 – Paratransit Management and Operations Training in Orlando, Florida (attended by staff)



IMPERIAL VALLEYSM



5TH ANNUAL IMPERIAL VALLEY ECONOMIC SUMMIT & GENERAL ASSEMBLY

Hosted & Organized by:



EVENT DETAILS

MAY 30, 2019

OLD EUCALYPTUS SCHOOLHOUSE

791 Evan Hewes Hwy
El Centro, CA 92243

Economic Summit will include discussions with industry professionals on access to capital, infrastructure, international opportunities, education, environment and healthcare followed by General Assembly Dinner.

REGISTER NOW

tinyurl.com/ESGA2019

KEYNOTE SPEAKERS

MICHAEL BRACKEN, ECONOMIST
Development Management Group

BILL HIGGINS, EXECUTIVE DIRECTOR
California Association of Council of Governments

INVITED

SUNNE WRIGHT MCPEAK, PRESIDENT
California Emerging Technology Fund

FOR MORE INFORMATION

IVEDC

760.353.8332

ICTC

760.592.4494



IMPERIAL VALLEYSM

ECONOMIC SUMMIT & GENERAL ASSEMBLY

Thursday, May 30th, 2019

Old Eucalyptus Schoolhouse
796 W. Evan Hewes Hwy, El Centro, CA 92243

Economic Summit

8:00 AM **Registration & Continental Breakfast**

8:30 AM **Welcoming Remarks**

- Ryan Kelley, Chair, Imperial County Board of Supervisors
- Deborah McGarrey, Chair, Imperial Valley Economic Development Corporation
- Robert Amparano, Chair, Imperial County Transportation Commission (C)

8:45 AM **“Smart and Connected Cities”**

The concept of “Smart Cities” has become wildly popular over the past few years, with the promise that with the right technology, smart cities can improve everything from public safety, citizen engagement, economic development, transportation, and more — all at a lower cost.

- Jim Madaffer, President, Madaffer Enterprises, Inc. (C)

9:15 AM **“Imperial Valley: State of the Economy”**

Join us for an informative session that will highlight the economic growth that has occurred in Imperial Valley and emerging growth opportunities.

- Michael Bracken, Managing Partner & Chief Economist, Development Management Group, Inc. (C)

10:00 AM **Break *Sponsored by***

Hosted by **Imperial County Transportation Commission** and **Imperial Valley Economic Development Corporation**

Organized by **Imperial Regional Alliance, Inc.**, a 501 (c) (3)



10:20 AM **“Access to Education”** *Sponsored by*

Join us for an informative session that highlights the unique educational and career technical training opportunities in Imperial Valley.

- Moderator: Todd Finnell, Ed.D., Superintendent of Schools, Imperial County Office of Education (C)
- Denise Cabanilla, Director of Higher Education and Adult Learning, Imperial County Office of Education (C)
- Dr. Martha Garcia, Superintendent/President, Imperial Valley College (C)
- Dr. Gregorio Ponce, Dean, San Diego State University-Imperial Valley (C)
- CETYS University

11:20 AM **“Access to Healthcare”** *Sponsored by*

Hear from the experts as they highlight the healthcare opportunities in Imperial Valley.

- Moderator: Larry Lewis, CEO, Pioneers Memorial Hospital (C)
- Dr. Afshan Baig, Chief Medical Officer, Clinicas de Salud del Pueblo (C)
- Cathy Kennerson, President, Imperial Valley Wellness Foundation (C)
- Dr. Adolphe Edward, CEO, El Centro Regional Medical Center (C)

12:00 PM **Lunch** *Sponsored by Civil Pros*

Featuring Keynote Speaker Sunne Wright-McPeak, President, California Emerging Technology Fund (T)

1:00 PM **“Environment”**

Join us for an informative session that discusses environmental issues and solutions in the Imperial Valley.

- Moderator: Matt Dessert, Air Pollution Control Officer, County of Imperial (C)
- Elizabeth Melgoza, Air Pollution Specialist, California Air Resources Board (C)
- Ryan Kelley, Board Member, Salton Sea Authority
- Miguel Figueroa, Assistant City Manager, City of Calexico (C)
- Hon. Serge Dedina, Mayor, City of Imperial Beach and Board member, San Diego Association of Governments (SANDAG) (C)

Hosted by **Imperial County Transportation Commission** and **Imperial Valley Economic Development Corporation**

Organized by **Imperial Regional Alliance, Inc.**, a 501 (c) (3)



1:50 PM “Access to Capital”

Learn from the experts regarding tools to finance projects including New Market Tax Credits, grants and loans.

- Moderator: Jesus Escobar, County of Imperial (C)
- Matthew A. Koch, Business and Cooperative Program Specialist, US Department of Agriculture Rural Development
- Andrés Rangel, Senior Project Closing Specialist, North American Development Bank (C)
- Rabobank, N.A. or SBA
- Rod Colwell, CEO, Controlled Thermal Resources

2:40 PM Break Sponsored by

3:00 PM “Access to Bi-national Opportunities”

Hear from leading organizations discussing international business opportunities and the strengthening of the region through a bi-national economy.

- Moderator: Luis Plancarte, Imperial County Board of Supervisors and Chair, Imperial-Mexicali Binational Alliance (C)
- Matthew Andersen, San Diego and Imperial Director of International Trade Administration, US Commercial Service (C)
- Sergio Tagliapietra, Vice Chair, Imperial-Mexicali Binational Alliance
- Gustavo de la Fuente, Board Member, San Diego/Tijuana Smart Border Coalition (C)
- Timothy Kelley, President & CEO, Imperial Valley Economic Development Corporation (C)

4:00 PM “Access to Infrastructure”

Learn about issues and improvements of infrastructure and transportation in the region.

- Moderator: Mark Baza, Executive Director, Imperial County Transportation Commission (C)
- Larry Kosmont, Chairman & CEO, Kosmont Companies (C)
- Padraig Lawlor, All American Grain Co LLC (C)
- ITC Holdings Corp
- Ann Fox, Deputy District Director of Planning and Local Assistance, Caltrans District 11 (C)

Hosted by **Imperial County Transportation Commission** and **Imperial Valley Economic Development Corporation**

Organized by **Imperial Regional Alliance, Inc.**, a 501 (c) (3)



5:00 PM **Networking Reception** *Hosted by*

General Assembly

6:00 PM **Welcoming Remarks**

- Robert Amparano, Chair, Imperial County Transportation Commission (C)
- Bill Jahn, Chair, Southern California Association of Governments
- Cheryl Viegas-Walker, Imperial Representative, League of Cities (C)
- Cory Binns, Caltrans District Director, San Diego and Imperial (C)

6:15 PM **Highlights of Economic Summit**

- Timothy E. Kelley, President & CEO, Imperial Valley Economic Development Corporation (C)

6:20 PM **Dinner**

“What are the future opportunities for Regional Collaboration in Imperial Valley?”

- Featuring Keynote Speaker Bill Higgins, California Association of Councils of Government (C)

7:15 PM **Transportation Highlights for Imperial Valley in FY 2018-19**

- Cory Binns, Caltrans District Director (C)
- Mark Baza, Executive Director, Imperial County Transportation Commission (C)

8:00 PM **Closing Remarks**

- Mark Baza, Executive Director, Imperial County Transportation Commission (C)
- Timothy E. Kelley, President & CEO, Imperial Valley Economic Development Corporation (C)

Hosted by **Imperial County Transportation Commission** and **Imperial Valley Economic Development Corporation**

Organized by **Imperial Regional Alliance, Inc.**, a 501 (c) (3)





MAY 30, 2019

**OLD EUCALYPTUS
SCHOOLHOUSE**

IMPERIAL VALLEY
ECONOMIC SUMMIT & GENERAL ASSEMBLY

SPONSORSHIP BENEFITS	<input type="checkbox"/> TITLE \$5,000	<input type="checkbox"/> PREMIERE \$3,000	<input type="checkbox"/> RECEPTION \$2,000	<input type="checkbox"/> LUNCH \$1,500	<input type="checkbox"/> PANEL \$1,000
Conference registrations	10	8	6	4	4
General Assembly Dinner tickets	10	8	6	4	4
\$30 discount for additional ticket(s) purchased	✓	✓	✓	✓	✓
Sponsorship recognition during the Summit	✓	✓	✓	✓	✓
Sponsorship promotion in event emails	✓	✓	✓	✓	✓
Company logo recognition	✓	✓	✓	✓	✓
Reserved General Assembly Dinner table	✓	✓	✓		
Visual recognition during summit	✓	✓			
Company marketing materials at registration station	✓				
Company promotion before a panel session of choice	✓				

ADDITIONAL OPPORTUNITIES

- Dinner Table Sponsor \$750
- Charging Station Sponsor \$750
- Display Table \$500
- Networking Break Sponsor \$500
- Wine Sponsor \$500

Choose or customize a package to your specific needs or desired investment level

Please check a sponsorship level above, sign the form below and email your company logo to Alessandra Muse alessandra@ivedc.com

Mail: IRA, P.O. Box 3005, El Centro, CA 92244

Company Name

Authorized Signature

Hosted & Organized by:





California HERO Activity Report
Imperial County Transportation Commission
 Launch Date through April 30, 2019

Program Activity through April 30, 2019

Member	Launch Date	Eligible Housing Units *	Total Applications Received	Applications Approved	Approved Amount	Funded Projects	Funded Amount	Jobs Created***	Type of Projects			Solar kW Installed	Annual kWh Saved	Annual CO2 Reduced (Tons)
									Energy	Water	Renewable			
Brawley	4/14/2014	5,762	336	201	\$5,529,295	110	\$1,515,042	14	127	0	39	97	1,113,157	290
Calexico	3/24/2015	7,439	724	408	\$13,198,842	240	\$3,084,586	28	231	4	98	250	2,748,114	703
Calipatria	3/24/2015	764	11	5	\$134,632	5	\$61,615	1	6	0	0	0	49,993	12
El Centro	5/23/2014	9,374	576	369	\$11,191,157	200	\$2,710,640	24	213	9	62	174	2,147,992	552
Holtville	3/24/2015	1,284	73	49	\$1,310,241	25	\$319,008	3	23	0	10	18	222,189	58
Imperial	6/10/2015	5,207	249	180	\$6,080,190	103	\$1,696,352	15	100	19	47	133	1,096,317	286
Westmoreland									Inactive					
Imperial County Unincorporated	11/14/2014	10,119	292	169	\$5,485,864	95	\$1,405,100	13	102	3	32	79	983,062	252
Total		39,949	2,261	1,381	\$ 42,930,221	778	\$ 10,792,344	97	802	35	288	751	8,360,824	2,152

** Participation rate based off of funded projects

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



Memorandum

Date: May 15th, 2019
To: ICTC Management Committee 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 May 15th, 2019.

- 1. SCAG Imperial County CONNECT SOCAL 2020-2045 RTP-SCS Workshop:** Connect SoCal - The 2020-2045 Regional Transportation Plan/Sustainable Communities Strategy is a long-range visioning plan that balances future mobility and housing needs with economic, environmental and public health goals. Connect SoCal embodies a collective vision for the region's future and is developed with input from local governments, county transportation commissions (CTCs), tribal governments, non-profit organizations, businesses and local stakeholders within the counties of Imperial, Los Angeles, Orange, Riverside, San Bernardino and Ventura.

The Imperial County workshop will be held Monday June 3rd from 4:00pm to 7:00pm at the El Centro Regional Medical Center (ECRMC) Event Center at the Imperial Valley Mall, 3451 Dogwood Road, El Centro, CA, 92243. Please contact Imperial County Regional Affairs Officer (RAO) David Salgado at 760-457-6930 with any questions.

- 2. SCAG 2019 Demographic Workshop:** *Tuesday, June 11, 2019, 8:30am to 3:30pm.* University of Southern California, Trojan Grand Ballroom, Ronald Tutor Campus Center, 3607 Trousdale Parkway, Los Angeles, CA 90089.

With an eye toward the future, this year's program provides the most recent update on demographic trends and their implications as we embark upon two major efforts: Census 2020 and Connect SoCal, SCAG's long-range regional transportation plan. Following a check-up on surprising migration, fertility, and aging statistics, we will discuss the challenges and anticipated outcomes of Census 2020. Additional panels will focus on implications of demographic changes on housing and a reflection on the close linkage between demographics and long-range regional planning. The

program will also include a special lunch keynote address and a series of expert-led roundtable discussions to build skills about topics discussed throughout the day.

- 3. SCAG Executive Director:** Following an extensive search from the SCAG Executive Committee Kome Ajise was appointed the new SCAG Executive Director at the April 4th Regional Council meeting. Kome has served as Planning Director since November 2017 and will continue in an interim role as Executive Director until a contract can be formally approved. Kome’s experience and strong relationships at the local, state and federal level make him an ideal choice to lead SCAG into the future. He is a seasoned leader who understands the complexities of regional planning, and the challenges we face in Southern California and throughout the state. Before coming to SCAG, Kome served as chief deputy director for the California Department of Transportation (Caltrans). Previously, he was Caltrans’ deputy director of planning and modal programs and was responsible for overseeing the Aeronautics, Mass Transportation, Rail, Transportation Planning, Local Assistance, and Research Innovation and System Information Divisions.
- 4. CONNECT SO-CAL Website:** The official website is now live for Connect SoCal, SCAG’s Regional Transportation Plan/Sustainable Communities Strategy. The newly launched page, *connectsocial.org*, offers a clear and user-friendly way to get updates about the ongoing process of building the plan. Check it out!

This website will be a cornerstone of public participation for Connect SoCal, a plan that provides Southern California with a comprehensive transportation vision through 2045. Plan development takes many years to complete and involves working with six county transportation commissions, 15 sub-regional organizations, 191 cities, numerous other stakeholder organizations and the public. Adoption of a final plan is anticipated in April 2020.

- 5. SCAG Policy Committee Appointments:** At the April 4th, 2019 Regional Council Policy Committee meetings El Centro Mayor and SCAG Past President Cheryl Viegas-Walker was appointed as the Chair of the Transportation Committee (TC).
- 6. SCAG Sustainable Communities Program (SCP) 2019:** On Thursday March 7, 2019 the SCAG Regional Council (RC) approved project submittals for award under the SPG Call for Projects. 2 projects were selected in Imperial County. The first project awarded came from the City of Calexico and will fund a “Rockwood Promenade” project at 2nd St and Rockwood. This will be a temporary “quick build” project implemented over a short time frame to highlight the potential for a promenade. The second award was to ICTC for the creation of a Regional Active Transportation

Plan that will be used to compliment the Long Range Planning process moving forward.

- 7. 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.

PANELS ANNOUNCED FOR 2019 SCAG REGIONAL CONFERENCE & GENERAL ASSEMBLY

A draft agenda is now [available online](#) for the 54th SCAG Regional Conference and General Assembly, coming up May 1-3 in Palm Desert, CA. This year's theme, "[Beyond Boundaries](#)," is about transcending the jurisdictional boundaries of individual cities and counties to plan for the whole region. The event's panel topics will lay the foundation for Connect SoCal, SCAG's 2020-2045 Regional Transportation Plan/Sustainable Communities Strategy. Conference panels include:

- **"The New Mobility Revolution"** will investigate the constantly changing landscape of mobility technologies, and identify the biggest impending changes;
- **"Boom Goes the Green Economy"** will share an inside look at the rapidly growing green-business sector, and outline how the green economy can be harnessed to benefit communities of all sizes;
- **"Where Will our Children Live?"** will discuss the threat the housing crisis poses for the next generation, and zero in on the planning and policy strategies that will allow future generations to realize the dream of homeownership;
- **"Unleashing the Power of Data"** will dig into how advances in civic tech, and particularly the advent of widespread data-sharing, can change the face of the region for the better.
- **"Is Our Infrastructure Ready for the New Normal?"** will tackle the issues that climate stresses like sea level rise and extreme weather present for the systems we depend on, and look at what leaders can prioritize in order to address these challenges.

The conference is free for elected officials and city managers in the region. For all other attendees, a special early bird registration rate will be available until Friday, April 5. For more information and to register, please visit: scag.ca.gov/ga2019.

CONNECT SOCIAL UPDATE: WHERE WILL WE GROW?

On March 7, local elected officials on SCAG's policy committees continued conversations on emerging regional issues to inform [Connect SoCal](#). Focusing their attention on "Where will we grow?" the committees received presentations and engaged in discussions on how to accommodate 3.6 million more residents by 2045. Staff set the stage for the conversation by reviewing Southern California history and mapping the region's development patterns, sharing some early highlights of the Connect SoCal growth forecast. Following the presentation, a panel of experts discussed the challenges and opportunities for growing sustainably: Oliver Chi, Monrovia City Manager; Jay Eastman, City of Riverside Principal Planner; and Kate Meis, Executive Director of the Local Government Commission. SCAG will host its third and final Joint Policy Committee meeting on April 4, exploring another important question: "How will we connect?" Feedback from these meetings will inform the policies, strategies and investments included in Connect SoCal. For the latest details on the plan's development, visit ConnectSoCal.org.

On March 25, SCAG hosted a freight-focused workshop to gather industry perspectives for the goods movement element of Connect SoCal. The event brought together executive-level industry professionals from Amazon and Prologis, experts in economics and internationally-recognized academics to address key goods movement challenges to the region. Discussions covered supply chain strategies and the impacts on the SCAG region, frank conversations about the region's competitive position and domestic threats, future and existing industrial land use patterns, and planning for the future freight workforce. SCAG intends to hold future workshops to collect input from other stakeholders on subject-specific issues in the near future.

NEW SCAG REPORT IDENTIFIES “GO ZONES” AS POTENTIAL CONGESTION SOLUTION

SCAG’s “Mobility Go Zone and Pricing Feasibility Study,” released on March 28, takes a close look at how cordon pricing and a “Go Zone” program, could be deployed to better manage traffic congestion and greenhouse gas emissions in Southern California. SCAG selected the Westside Los Angeles area for analysis as an initial proof-of-concept pilot location. This report shows that a decongestion fee can have sizable impact in transportation mode choices and overall travel times by incentivizing motorists to travel at different times throughout the day.

While congestion pricing is an important component of a Go Zone, it’s not the only one. Things like enhanced pedestrian infrastructure, transit improvements, bike sharing and greater use of active transportation services are all important elements. The report shows that if you put all of these together, a “Go Zone” would reduce vehicle miles traveled by 21% and vehicle hours traveled by 24% during peak travel times. This translates into 19% less autos on the road during peak periods, meaning it would look like Sunday morning traffic rather than rush hour traffic. In addition, it is anticipated that the pilot Go Zones would save \$4 million per year in reduced greenhouse gas emissions (GHG) and generate a net average of \$69.2 million a year in revenues, which would go directly toward transportation improvements, pedestrian amenities and economic development. This is a feasibility study to help inform some of the broader discussions that have been ongoing about congestion pricing. We anticipate continued research on this other pricing concepts as we develop our long range transportation plan, Connect So Cal. [You can read the report online now.](#)

SCAG LAUNCHES ACTIVE TRANSPORTATION DATABASE

SCAG is excited to announce the launch of its new [Active Transportation Database](#)! This new tool helps streamline and simplify data collection, making it easier to count pedestrians and bicyclists and measure how frequently people in a certain area bike or walk. Having that information helps cities plan for future projects, identify how local streets can be improved and measure the impact of infrastructure projects like bike lanes, crosswalks or sidewalk enhancements. Developed in partnership with Metro and the San Bernardino County Transportation Authority, SCAG’s new database will give local agencies, non-profits and researchers a one-stop-shop for active transportation data, and help them standardize their data sets. SCAG is hosting a [hands-on training](#) session on Tuesday, April 9! Participants will walk through the system together and conduct a test count in front of SCAG’s Downtown Los Angeles office. [Register to attend here.](#) To learn more, visit the [Active Transportation Database website.](#)

REGIONAL AERIAL IMAGERY COLLABORATIVE SEEKS LOCAL PARTNERS

As a part of our Future Communities Initiative, SCAG is currently exploring how best to provide access to a library of geographic data and digital terrain imagery to local jurisdictions and other potential stakeholders. The effort aims to expand the Los Angeles Region Imagery Acquisition Consortium (LARIAC) to include high resolution aerial imagery for the entire six-county region. On March 20, SCAG staff co-hosted a meeting with the Los Angeles County GIS department to discuss the joint effort in obtaining regional imagery. This collaborative effort will ultimately leverage economies of scale to acquire more and better data for less expense.

2019 DEMOGRAPHIC WORKSHOP COMING SOON

On June 11, SCAG and the USC Price School of Public Policy will co-host the 30th annual Demographic Workshop, “Make it Count – The Impact of Census 2020 & Connect SoCal on Our Future,” at the University of Southern California in Los Angeles. With an eye toward the future, this year’s program provides the most recent update on demographic trends and their implications as we undertake both Census 2020 and Connect SoCal, SCAG’s 2020-2045 Regional Transportation Plan/Sustainable Communities Strategy. Following a check-up on recent migration, fertility, and aging statistics, speakers will discuss the challenges and anticipated outcomes of Census 2020. Additional panels will focus on implications of demographic changes on housing and a reflection on the close linkage between demographics and long-range regional planning. Look for an announcement about registration opening, coming soon.

APPLICATIONS DUE APRIL 26 FOR 2019 SCAG SCHOLARSHIPS

Each year, SCAG offers financial support and professional development to a select number of the region's high school and community college students. This year, seven scholarships of \$4,000 will be awarded to eligible students across the six-county SCAG region. The program is designed to help students develop long-term career goals and winners will be provided a two-week internship with a local planning agency or council of governments, getting the opportunity to meet with elected officials and practicing planners to learn more about careers in public service. Community college students or high school juniors and seniors who live in the counties of Imperial, Los Angeles, Orange, Riverside, San Bernardino or Ventura are eligible to apply. Application materials and additional details are available online here. If you have questions, please contact Houston Laney at laney@scag.ca.gov.

EXPERT PANEL CONVENED TO DISCUSS REGIONAL HOUSING NEEDS

On March 27, SCAG staff convened a panel of experts on estimating housing needs as part of the sixth cycle of the Regional Housing Needs Assessment process, also known as RHNA. A total of 15 experts participated in the panel including demographers, economists, housing researchers and practitioners. Staff first provided an overview of its proposed approach responding to recent state housing legislation particularly as related to estimating existing housing needs. The panel then provided valuable feedback with respect to the assumptions and issues associated with the staff approach. In addition, the Panel also suggested alternative approaches to estimate housing needs. A summary of the session will be provided at the next meeting of the RHNA subcommittee, scheduled for May 6.

SCAG HELD STORY MAP TRAINING

As part of an initiative to advance sustainability planning and data analysis, SCAG hosted a free training on ArcGIS and StoryMaps for interested students, introducing participants to SCAG's open data sources and how to put them to use using the Esri StoryMaps platform. Students were encouraged to apply for SCAG's Student Showcase, to be held on May 2, at the annual [Regional Conference & General Assembly](#). Students whose projects are chosen will receive complimentary event registration, hotel accommodation and admission, and access to local elected officials and planning experts on Southern California. Projects will also compete for four cash prizes totaling \$6,000.

SCAG CONTINUES INTERNATIONAL COLLABORATION

In late March, SCAG hosted a 20-member Chinese delegation from the Inner Mongolia Autonomous Region. The group consisted of municipal officials and academic professors seeking to learn more about data-driven policymaking in regional transportation and land use planning. SCAG staff shared presentations on the structures of governance and planning in Southern California, as well as details on SCAG's Future Communities Initiative. The delegation shared their experiences of integrated transportation planning and regional collaboration through big data, and expressed interest in further collaboration with SCAG on sustainable economic development and data-sharing initiatives.



Date: May 10, 2019
To: ICTC Management Committee
From: Cory Binns, Caltrans District 11, District Director
Re: **District Director's Report**

The following is the California Department of Transportation, District 11 report for the Imperial County Transportation Commission (ICTC) Management meeting of May 15, 2019:

1. **Project Updates:**

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

2. **Construction:**

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

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

Segment 4: This segment is divided into two sections located near El Centro from west of I-8/SR-111 separation to just west of Anderholt Road overcrossing and from east of the East Highline Canal Bridge to west of the I-8/SR-98 separation. This segment began construction on July 10, 2017. Section One was fully open to traffic on September 28, 2018 with only minor work remaining which will cause temporary lane closures. On Section Two, westbound traffic was shifted onto Evan Hewes Highway on August 6, 2018 and paving has started in the westbound lanes. *Work on Section Two is expected to continue through the end of 2019.*

3. Traffic Operations:

SR-86/Customs & Border Protection Checkpoint Expansion

Caltrans provided a design alternative with cost estimate to ICTC. The design will allow for two lanes for use by CBP under a newly constructed canopy to be placed over SR-86, and two lanes of secondary inspection during peak periods, which should reduce or eliminate queuing of traffic during these time periods. This was approved by the Commission in late 2017.

AECOM is awaiting comments and input from CBP, primarily electrical, before the 65% design plans can be completed. *The last meeting was held in April 2019.*

All American Canal Bridge/SR-186

The BOR has requested that Caltrans investigate constructing a separate structure over the All American Canal. Caltrans has agreed to do a Feasibility Study to look at options. On September 25, 2018 a meeting to review proposed alternatives was held with several of the agencies. *Comments have been received from the various agencies and the feasibility report is being finalized.*

SR-98 Intersection Improvements

Caltrans Maintenance crews have installed two rectangular rapid flashing beacons at the intersection of C.N. Perry and the ladder crosswalks pavement markings at Encinas Avenue on January 23, 2019. The ladder crosswalks at Rockwood Avenue were installed on January 29, 2019.

Two speed feedback signs were replaced at the original locations on January 31, 2019.

Additional school zone crosswalks at Andrade Avenue/Meadows Road and Rivera Street, as well as the “slow school xing” pavement markings located east and west of C.N. Perry will be updated by a separate Caltrans Construction project. *It is expected that the installation of the additional pavement markings will be completed by June 2019.*

4. Planning:

Calexico Traffic Management Plan

The Calexico West POE Expansion (Phase 1) is complete. The POE Expansion requires the City of Calexico to widen and improve Cesar Chavez Boulevard which will serve as future access to the POE. It is anticipated that construction on Cesar Chavez Boulevard will be complete in late Spring 2019.

Coordination continues between the City of Calexico, ICTC and Caltrans to finalize access to the POE, signing and striping. This project will be complete in the summer 2019.

Planning (continued):

City of Calipatria – Railroad Corridor Multi-Use Bikeway Master Plan

The City of Calipatria was awarded a 2018-2019 Sustainable Communities Planning Grant administered by Caltrans for the development of a bikeway plan to connect the easterly area of Calipatria to the western side of the City and the development of a safe corridor to cross the Union Pacific Railroad.

This Railroad Corridor Multi-Use Master Plan will build upon the Bicycle Master Plan by combining Class I and Class II bikeways and providing additional linkages between the affected neighborhoods. This will provide the underserved community to the east of the railroad tracks with a safer crossing point to reach destinations on the west. It will also include landscaping features and possibly a sound wall to encourage bicycle use and to improve the quality of life of the residents.

A kick-off meeting was held in early December with the City of Calipatria, KOA Corporation (consultant), and Caltrans. The initial outreach was held on March 19, 2019. Calipatria has promoted this event by notifying residents through information included in their utility bills. This project is expected to be complete in late 2019.

5. Senate Bill I Projects:

Caltrans is working on one remaining project in Imperial County that is funded through SBI. Two other projects involving bridge work and pavement overlays have already been completed.

- SR-111 & SR-98 Pavement Overlay - Construction began on September 17, 2018 *and is expected to be complete in summer 2019.*

An additional project which received funding from the CTC for the Design and Environmental phases, is the widening of the bridge over the All American Canal at the Calexico East POE. Caltrans is providing design and environmental services for this project.

6. Upcoming Projects:

For 2019, there are several projects that have been confirmed in the Caltrans Project Delivery Plan in Imperial County. They are:

- *Culvert rehabilitation on SR-78, from approximately Midway Well to Palo Verde.*
- *Construction of the full replacement interchange at I-8 and Imperial Avenue.*
- *Widening on SR-98/SR-111, from Ollie to Rockwood.*
- *Upgrade curve warning signs along various routes.*
- *Paving on SR-86 from the SR-111/SR-86 junction to the City of El Centro.*

As these projects move forward to construction, additional information will be provided.

7. Maintenance:

Recently, Brawley Maintenance refreshed the pavement markings (legends, crosswalks, stop bars) on SR-115 mainlanes through Holtville as well as on the city streets that intersect with SR-115.



Maintenance (continued):

El Centro Maintenance recently completed mowing on the shoulders on I-8 between La Brucherie Road and Drew Road. Mowing continues on SR-111 between Evan Hewes Highway and Worthington Road.



8. Local Assistance:

Inactive Projects

“Future Inactive” projects should be billed within the specified and agreed-upon timeframe to avoid deobligation of funds.

As of April 26, 2019, the inactive and future inactive list was updated. Action is required by the Imperial County Transportation Commission, as well as the cities of Brawley, Calexico, and El Centro.

Local Assistance (continued):

The next deadlines to submit Inactive and Future Inactive invoices are May 20 and August 20, 2019, respectively. District II must have complete and accurate invoices before these due dates to avoid de-obligation of federal funds.

Verify by using the “Inactive” link shown below for exact Inactive Project dates. Note: An invoice is not cleared from either the “Inactive” or “Future Inactive” list until paid by the State Controller’s Office. Provided Local Agencies adhere to the format described in Chapter 5 of the Local Assistance Procedures Manual, invoices are typically paid by check within 60 days after receipt (or 50 days if paid through Electronic Funds Transfer).

A complete list of Inactive Projects can be found online.

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

June 28, 2019 Deadline: DBE Annual Submittal & ADA Annual Certification Forms:

Just a reminder, please submit both the Local Agency Disadvantaged Business Enterprise (DBE) Annual Submittal Form (Exhibit 9-B) and Local Agency Americans with Disabilities Act (ADA) Annual Certification Form (Exhibit 9-C) before June 28, 2019, for the next Federal Fiscal Year (October 1, 2019 to September 30, 2020) per Local Assistance Procedures Manual (LAPM) Chapter 9, Sections 9.3 and 9.6.

With the 9-B transmittal, provide an organizational chart that includes the DBE Liaison Officer’s contact information. Note that failure to submit completed forms will result in delays to the processing of any Requests for Authorization.

Link to the Local Assistance Procedures Manual:

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

Mandatory Use of New LAPM Form 3-A, Request for Authorization (RFA):

Beginning April 1, 2019, project sponsors must use LAPM Form 3-A to request authorizations and adjustments for federal-aid projects. LAPM Form 3-A is on the LAPM Forms Page of the Local Assistance website, and prior duplicative forms are still available in the “Superseded by LAPM 3-1” section on the right side column. These prior forms continue to be made available to help ensure continuity for projects in the middle of the Request for Authorization process. However, the current plan is to remove these prior forms from the LAPM Forms page and archive them by June 1, 2019.

After July 1, 2019, Requests for Authorization received using the prior forms will be returned to project sponsors for resubmittal using LAPM 3-A.

Local Assistance (continued):

Caltrans developed this form to streamline the fund request process and consolidate multiple forms into one dynamic form. For more information, see Office Bulletin DLA-OB-18-03, Authorization/Adjustment Requests on the Caltrans LAPM Office Bulleting website and LAPM Form 3-A on the Caltrans LAPM Forms page. Please make sure to right-click on the form, save to your computer, then open from Adobe Acrobat/Reader. Otherwise, by just clicking the link, that form may not appear or work properly.

For questions, please contact Joseph Chua, Imperial County Area Engineer at 619-220-5386.

New Local Assistance Procedures: Construction Manager & General Contractor

On March 13, 2019, the Federal Highway Administration (FHWA) approved the “Local Assistance Procedures for Construction Manager and General Contractor”. FHWA provided guidance to Caltrans while developing the procedures and approved them for use on locally administered Federal-Aid projects.

View the Local Assistance Procedures for Construction Manager and General Contractor tab via Local Assistance Policies and Procedures webpage.

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

2016 Repurposed Projects: Need to Program/Obligate ASAP

Funding obligations for projects with 2016 Earmark Repurposing funds must be completed by September 30, 2019, or the funds will lapse. Below is the weblink to the FHWA approved list, with six projects located in Imperial County.

Some important items to remember:

- Agencies need to work with the MPO/RTPA (SCAG/ICTC) if the funds still need to be programmed this FFY, and require a formal amendment. Funds will be at greater risk of lapsing if not properly programmed. Once programmed, Requests for Authorization (the E76) must be sent to District II Local Assistance before July 1, 2019.
- If an agency plans to designate any of the funds for the Construction phase, the PE phase (including NEPA clearance) and R/W certification must be completed prior to the CON funding request; otherwise, CON funds will lapse.

Latest “2016 Repurposed Earmark Funds Expiring by 09/30/2019”

<http://www.dot.ca.gov/hq/LocalPrograms/earmark/2016/Approved-Earmark-Repurposing-Project-List20170801.pdf>

Since the Federal Aid Database System (FADS) tends to shut down prior to the Federal Fiscal Year (FFY) end in September, funds must be obligated no later than July/August 2019.

Local Assistance (continued):

Federal Fiscal Year 2018/19 Requests for Authorization/Obligation Past Due

Funding Requests for Authorization (RFA) this federal fiscal year were due by February 1, 2019. Early RFA submittals minimize delay to obtaining fund authorizations. Please notify the Area Engineer of any pending requests.

Division of Local Assistance Listserver Email Subscription

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

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

Division of Local Assistance Blog (LAB)

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

<http://www.localassistanceblog.com>

Modified Senate Bill 1 (SB 1) Project Funding Identification Sign

On March 29, 2019 the California Manual on Uniform Traffic Control Devices (MUTCD) was revised. Please ensure that project construction signs comply with the MUTCD requirements. Signs that no longer comply with the MUTCD must be removed by June 1, 2019.

For reference, the new Modified Senate Bill 1 (SB1) Project Funding Identification Sign diagram as approved is attached at the end of this report.

Training

For questions or to register for any training, you may contact the District II Local Assistance Training Coordinator, Alma Sanchez, via email at Alma.Sanchez@dot.ca.gov or by phone at 619-278-3735.

June 18-19, 2019 - San Bernardino: Labor Compliance Training for Local Agencies

The [California LTAP Center](#) is offering Labor Compliance training at no cost to Local Agencies. This 2-day course is designed to teach Local Agency staff the basic requirements of prevailing wage requirements and how to apply those requirements, including reviewing and confirming

Local Assistance (continued):

certified payroll records and on-site documentation. Using hands-on exercises, and instructional aides, students will learn how to apply Davis-Bacon and Related Acts, the Code of Federal Regulations, the California Labor Code, and California Code of Regulations to all public works contracts.

For more information and to register, visit the [CA LTAP Center Training page](#) or email Tracy Coan at tracy.coan@csus.edu

Subsidized Classes for Local Agencies

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

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

Mandatory Requirements

DBE Methodology Update:

For all federal contracts (consultant and construction) advertised or authorized since October 1, 2018, local agencies must use the updated Local Assistance Procedures Manual Exhibit 9-D template to calculate Disadvantaged Business Enterprise (DBE) goals.

Download Updated Exhibit 9-D

<http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/chapter9/9d20180830.xlsx>

Background: On July 31, 2018, Caltrans submitted a Proposed Overall DBE Goal and Methodology of 17.6% for 2018-19 through 2020-21 to the Federal Highway Administration. California must make efforts to achieve this target on all DBE commitments effective October 1, 2018. Updates to the DBE contract goal methodology now require federal local assistance contracts to base goals upon seven DBE firms per subcontractable task and factoring the total DBE work made available by 80%. Supply and trucking component calculations remain unchanged at 12% and 10%, respectively, for all tasks that are not determined to be subcontractable. The latest Local Assistance Procedures Manual forms can be found at

<http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/lapmforms.htm>

Local Assistance (continued):

Title VI Nondiscrimination Program

A reminder that local agencies shall comply with all Title VI requirements. See LAPM Section 9.2, Title VI of the Civil Rights Act of 1964 and Related Statutes:

Title VI and the additional nondiscrimination requirements are applicable to all programs and activities administered by a recipient, in addition to programs receiving federal financial assistance, due to the Civil Rights Restoration Act of 1987. Nondiscrimination provisions apply to all programs and activities of federal-aid recipients, subrecipients, and contractors, regardless of tier (49 CFR 21).

The requirements include providing and maintaining the following, as detailed in LAPM Section 9.2: Title VI Nondiscrimination Statement, Assurances (as part of the Master Agreement and Program Supplement Agreement), Designation of a Title VI Coordinator, Complaint Procedures, Data Collection, Training, Limited English Proficiency (LEP) accessibility, Dissemination of Information, Contracts and Agreements, Environmental Justice, Public Hearings and Meetings, Right-of-Way activities, Construction contract compliance, Monitoring, and others.

Note that an agency is subject to a Title VI program and compliance review at any time by Caltrans, Division of Local Assistance.

Caltrans Division of Local Assistance has an updated Title VI website on “Filing a Complaint” as of March 20, 2019. The following link provides guidance to local agencies for processing Title VI complaints

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

Local Assistance (continued):

TITLE VI: NONDISCRIMINATION PROGRAM

FILING A COMPLAINT

The California Department of Transportation (Caltrans), under Title VI of the Civil Rights Act of 1964, prohibits discrimination based upon race, color, and national origin. Specifically, 42 USC 2000d states that *"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."* The use of the word "person" is important as the protections afforded under Title VI apply to anyone, regardless of whether the individual is lawfully present in the United States or a citizen of a State within the United States.

All Title VI complaints may be filed by any individual or group who believes they have been excluded from participation in, denied benefits or services of any program or activities administered by Caltrans or its subrecipients, consultants, contractors, or suppliers on the basis of race, color, national origin, sex, disability, or age. Under no circumstance, is the complainant discouraged from filing a complaint.

If local agencies receive complaints, they must be forwarded to the Caltrans Office of Business and Economic Opportunity (OBEQ), and Caltrans OBEQ will forward the complaints to the Federal Highway Administration California Division Office or to the Federal Transit Administration. The complaint must be submitted in writing within 180 calendar days from the alleged occurrence unless the time for filing is extended. The complaint must be signed and dated by the individual or their representative.

Caltrans, its subrecipients, contractors, consultants, and/or suppliers are prohibited from intimidating or retaliating against any individual or group filing a Title VI and related statutes discrimination complaint.

For more information on the Caltrans Division of Local Assistance Title VI Program please [click here](#).

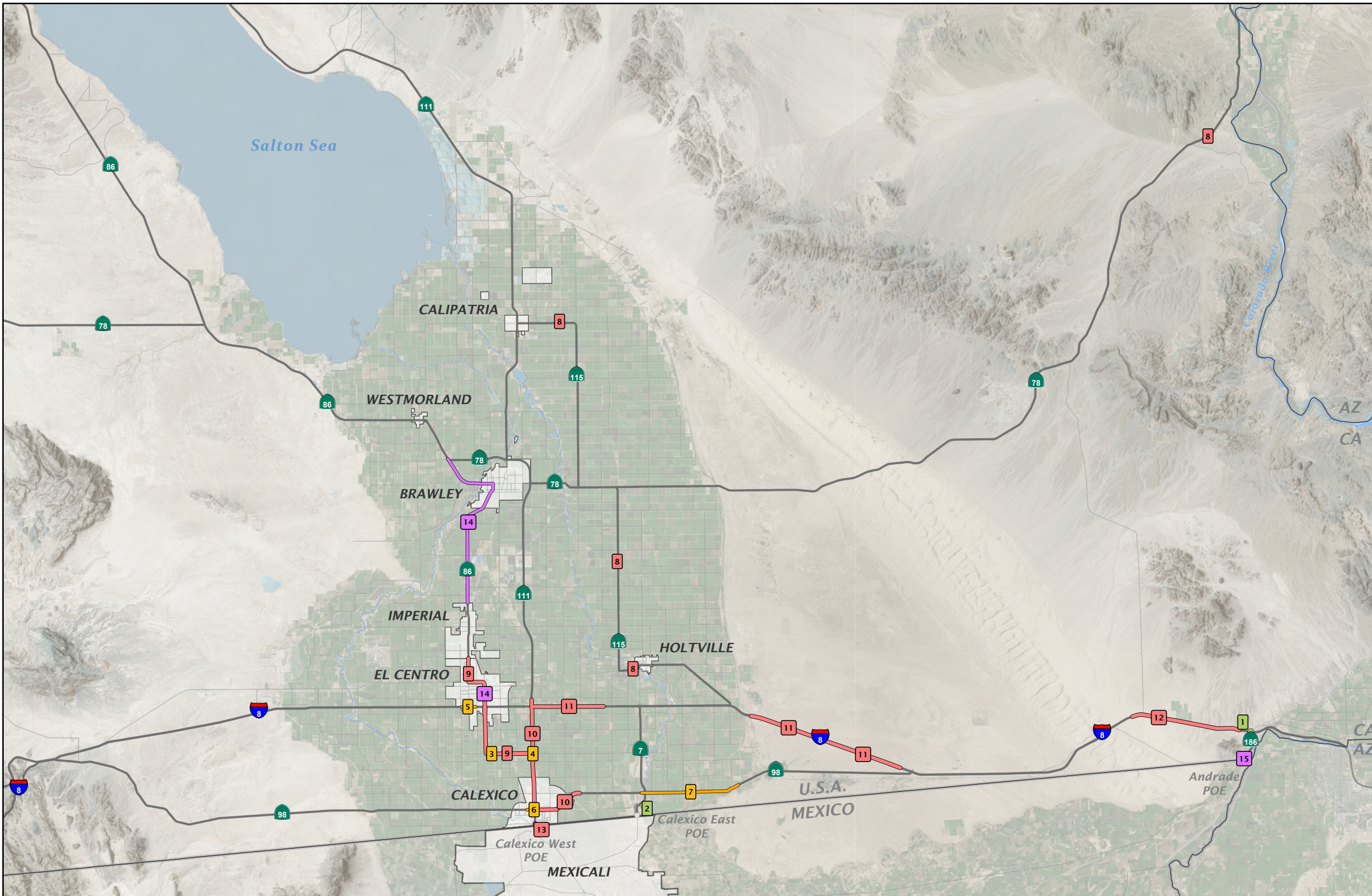
A person may file a complaint directly with:

[California Department of Transportation](#)
Office of Business & Economic Opportunity
1823 14th Street
Sacramento, CA 95811
Phone: 916-324-0449
Fax: 916-324-1949
TTY: 711
Email: Title.VI@dot.ca.gov

District II – Local Assistance Division - New Mail Station

Caltrans, District II Local Assistance *has a new mail station*. Please send correspondence to this address:

Caltrans, District II, Local Assistance Engineer
Planning & Local Assistance Division
4050 Taylor Street **MS – 244**
San Diego, CA 92110



ENVIRONMENTAL

1. SR-186/I-8 Interchange Improvements
2. SR-7 All American Canal Bridge Widening



DESIGN

3. SR-86/Dogwood Road Intersection Improvements* Design Complete Fall 2019
4. SR-86/SR-111 Intersection Improvements* Design Complete Fall 2019
5. I-8/Imperial Ave Interchange Improvements Design Complete Summer 2019
6. SR-98 Widening Phase 1C Ollie Ave to Rockwood Ave Design Complete Summer 2019
7. SR-98 Pavement Rehabilitation Design Complete Spring 2020



CONSTRUCTION

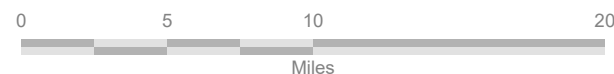
8. SR-78/115 Culvert Repairs Construction Start Summer 2019
9. SR-86 Pavement Rehabilitation Construction Start Summer 2019
10. SR-111/SR-98 Pavement Rehabilitation Construction Complete Summer 2019
11. I-8 Pavement Rehabilitation at Various Locations Construction Complete Fall 2019
12. I-8 Pavement Rehabilitation at Ogilby Rd to SR-186 Construction Complete Spring 2019
13. SR-111 Calexico West - GSA POE Reconfiguration* Construction Complete Spring 2019



RELINQUISHMENT

14. SR-86 Relinquishment From SR-78 to SR-111 Senate Bill 788 Approved Fall 2013
15. SR-186 Relinquishment 500 Feet from Border to GSA* Complete Spring 2019

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



:Project funded by Senate Bill 1

Abbreviations:

GSA: General Services Administration

POE: Port of Entry

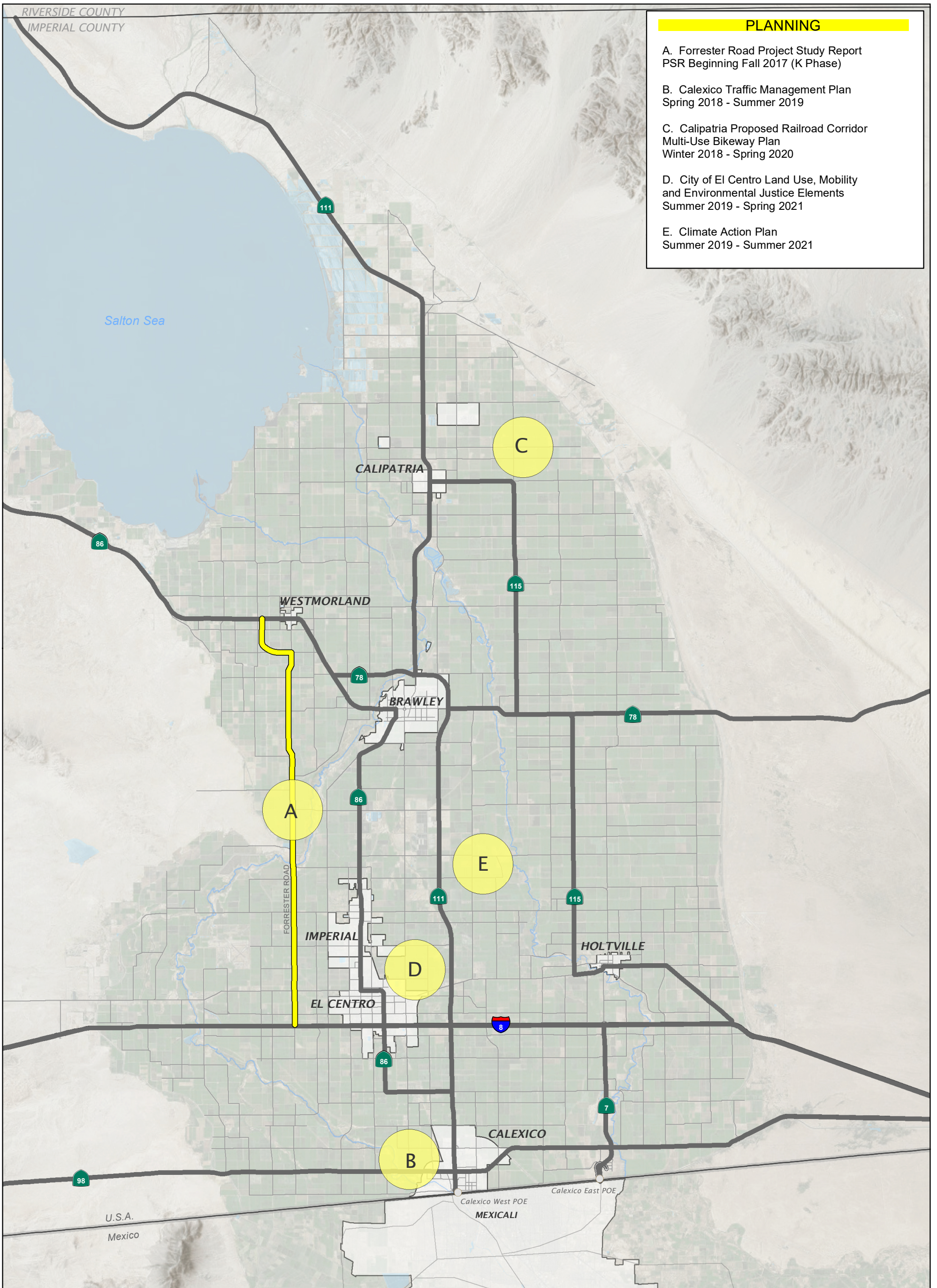
Portions of this map contain geographic information copyrighted by the Imperial County GIS program. All rights reserved. The data provided is "as is" without warranty of any kind.

Date:05/08/2019

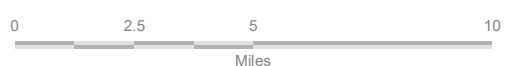
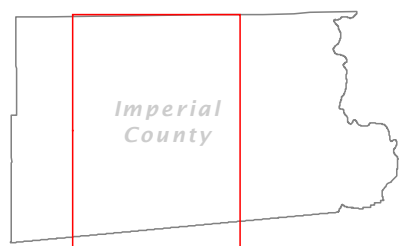
* The California Department of Transportation (Caltrans) is a partner in this study/projects, although not the lead agency.



IMPERIAL COUNTY STATUS OF TRANSPORTATION STUDIES AND REPORTS



- PLANNING**
- A. Forrester Road Project Study Report
PSR Beginning Fall 2017 (K Phase)
 - B. Calexico Traffic Management Plan
Spring 2018 - Summer 2019
 - C. Calipatria Proposed Railroad Corridor
Multi-Use Bikeway Plan
Winter 2018 - Spring 2020
 - D. City of El Centro Land Use, Mobility
and Environmental Justice Elements
Summer 2019 - Spring 2021
 - E. Climate Action Plan
Summer 2019 - Summer 2021



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

Date: 05/09/2019

DEPARTMENT OF TRANSPORTATION
DIVISION OF LOCAL ASSISTANCE
P.O. BOX 942874, MS-1
SACRAMENTO, CA 95274-0001
PHONE (916) 653-1776
FAX (916) 654-2409
TTY 711
www.dot.ca.gov



*Making Conservation
a California Way of Life.*

May 6, 2019

Director of Public Works
California cities and counties

Dear Public Works Directors:

The purpose of this letter is to inform you that on March 29, 2019 the California Manual on Uniform Traffic Control Devices (MUTCD) was revised. Please ensure that your project construction signs comply with the MUTCD requirements. Signs that no longer comply with the MUTCD must be removed by June 1, 2019.

Sincerely,

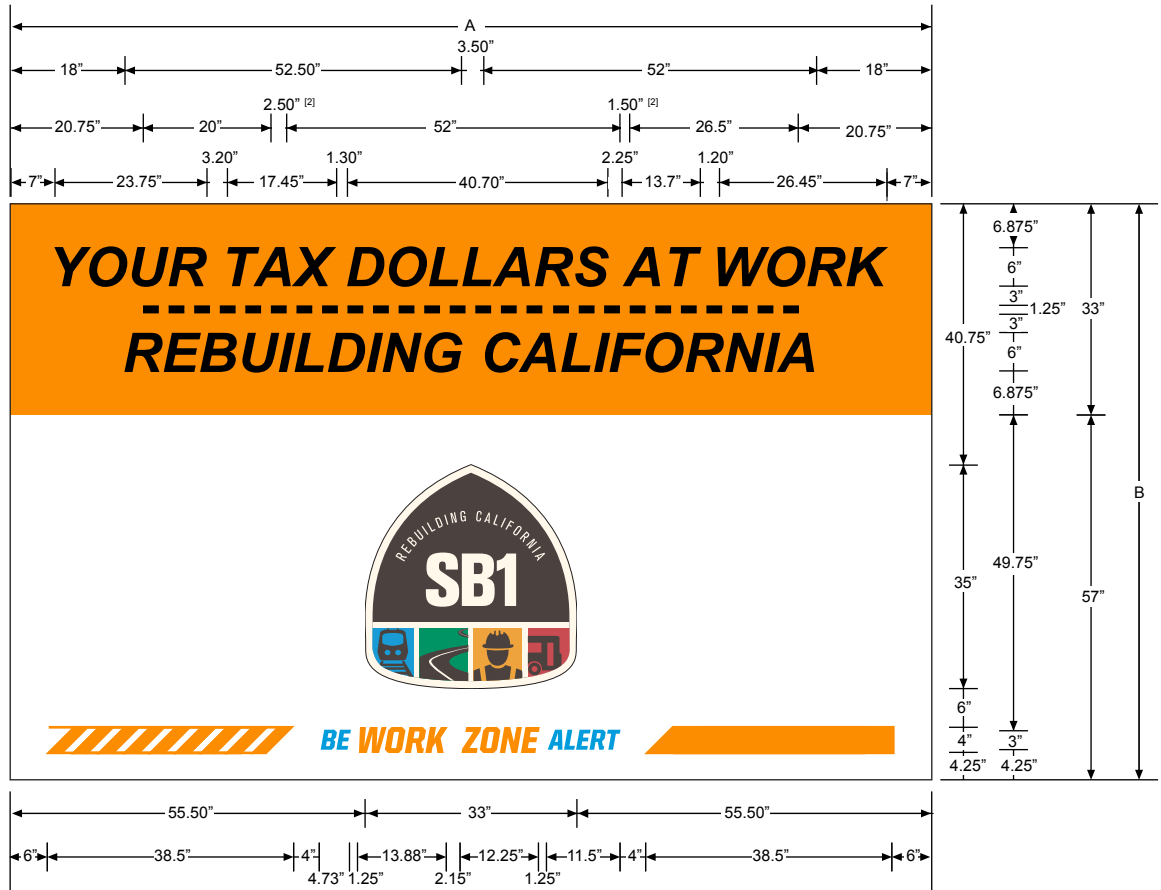
A handwritten signature in black ink, appearing to read "R. Zhang".

RIHUI ZHANG, Chief
Division of Local Assistance

Attachment

Modified Senate Bill 1 (SB 1) Project Funding Identification Sign

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION



NOTES:

1. Provided dimensions are for the 144"x90" sign. For the 96"x60" sign, calculate each dimension by 2/3 (0.667). For the 48"x30" sign, calculate each dimension by 1/3 (0.333).
2. Use when the project involves Senate Bill 1 funds.

C48 (CA)

ENGLISH UNITS

A	B
144	90
96	60
48	30

COLORS: LEGEND - BLACK (ARIAL BOLD ITALIC)

BACKGROUND - WHITE AND FLUORESCENT ORANGE

SENATE BILL 1 LOGO - CMYK COORDINATES FOR SB1 LOGO ARE AS FOLLOWS:

BROWN (C 80%, M 80%, Y 80%, K 20%), LIGHT CREAM (C 0%, M 2%, Y 7%, K 0%),

BLUE (C 75%, M 23%, Y 1%, K 0%), GREEN (C 90%, M 20%, Y 80%, 0%),

YELLOW GOLD (C 0%, M 38%, Y 85%, K 4%), RED (C 16%, M 84%, Y 65%, K 3%)

BE WORK ZONE ALERT RIBBON: PANTONE #299 BLUE AND ORANGE

(SEE VECTOR GRAPHICS FILES FOR SB1 LOGO AND BE WORK ZONE ALERT RIBBON)

ALL COLORS TO BE RETROREFLECTIVE, EXCEPT FOR BLACK

Local Assistance Highway Bridge Program Project Delivery Policy

I. BACKGROUND

Local Assistance Program Guidelines Chapter 6, Highway Bridge Program, defines eligibility requirements, programming policy, and procedures for programming the Federal Statewide Transportation Improvement Program (FSTIP) in compliance with federal regulations. This policy makes changes to Section 6.7, Project Programming Policy and Procedure, and adds a Project Delivery Policy for projects currently programmed for funds in the FSTIP.

Programming of Highway Bridge Program (HBP) projects is managed through a 15-year plan. The demand for local agency projects in the HBP has exceeded the 15-year plan. To ensure funds are reserved for projects ready to advance, the Division of Local Assistance (DLA) HBP Managers have recommended policy changes to the HBP Advisory Committee regarding delivery expectations of programmed funds. The HBP Advisory Committee has concurred with the recommendations.

II. POLICY

This Policy is for programmed projects to address funds and delivery management. The intent is to maximize the use of funds and to have project delivery a high priority for HBP projects. The HBP Advisory Committee has recommended these policy changes to the DLA regarding delivery expectations of programmed funds.

Funds Management:

- New projects are being metered into the program. A project's Preliminary Engineering (PE) phase may not be obligated in an earlier year than programmed.
- Agencies that utilize Advanced Construction to authorize PE will have the conversion to Federal Funds in the year PE is programmed.
- To avoid delivery failure, by February 1 agencies should either submit a Request for Authorization (RFA) or notify Local Assistance of an anticipated project delay.
- When an agency requests additional funding for an authorized phase (post-programming), the funds must be obligated in the year programmed. If a local agency does not request the additional funding in the year programmed, it is considered a delivery failure and the funding will be moved to the last year of the FSTIP in the October updates. Project phases that fail to deliver will be required to wait until April 1 to advance the funding.
- If agencies fail to deliver the Right of Way (RW) or Construction (CON) phase of a project as programmed, the phase will be moved to the last year of the FSTIP and will be required to wait until April 1 to advance the funding.

Delivery Management:

- Metering of the new projects will give an agency a minimum of two-year notice of the available project start date. Agencies must authorize the PE Phase in the year programmed. Projects that fail to authorize PE, will have the project removed from the

program. Re-application into the program will be under current guidelines.

- Agencies with HBP projects on the PE greater than 10 Years List, will not be allowed to program new HBP projects.
- Agencies with HBP projects at PE greater than eight years are required to submit a detailed status report with the annual HBP survey. Surveys without the required status reports will be considered incomplete.
- Agencies with a project that has National Environmental Policy Act clearance for more than five years and RW certification is not complete or construction authorized, will not be allowed to add new HBP projects to the program.

Exceptions to the above will require an approval from HQ HBP Managers.

III. PROCEDURE

Projects will be evaluated regarding Project Delivery Policy as the Annual HBP Project Survey data is processed at the end of the Federal fiscal year.

IV. APPLICABILITY/IMPACTS

This Office Bulletin applies to Local Assistance bridge projects funded through the federal Local HBP as authorized by Streets and Highways Code 2400-2414.

This policy/procedure is subject to annual review and recommendation of the Local Assistance Highway Bridge Program Advisory Committee. Members include the Department (Chair), representatives from the League of California Cities, California State Association of Counties, California Association of Councils of Governments, California Transportation Commission, and the Federal Highway Administration.

Recommended:	<u>Original Signature By</u> Eileen Crawford, HBP Program Manager	<u>4/25/2019</u> Date
Approved:	<u>Original Signature By</u> Robert W. Peterson, Chief Office of Federal Programs	<u>4/25/2019</u> Date

VI. ACTION CALENDAR

A. AGREEMENT FOR HUMAN RESOURCE SERVICES, FY 2018-19 TO FY 2019-20



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

May 10, 2019

ICTC Management Committee
Imperial County Transportation Commission
1504 N. Imperial Avenue, Suite 104
El Centro, CA 92243

SUBJECT: Agreement for Human Resource Consultant Services, FY 2018-19 and FY 2019-20

Dear Committee Members:

The Imperial County Transportation Commission staff is requesting approval for a two-year agreement with Argelia M. Gaddis for Human Resource Staff Support. ICTC will utilize Ms. Gaddis for professional Human Resource services as needed, including necessary revisions to the personnel policy manual; recruitment/hiring policies; employee retention programs; and, analysis and coordination of changes to employee benefits programs as necessary. Previously, ICTC received Human Resource Staff Support from the City of Imperial beginning in 2011 for a not to exceed fee of \$20,000 annually. However, due to organizational changes the City declined to continue to provide support in the future.

It is estimated that 42 hours at \$95.00 per hour for FY 2018-19, for a total of \$3,990.00; and 240 hours for FY 2019-20 for a total of \$22,800.00 may be needed to complete the anticipated services. Funding for these services in FY 2018-19 were not included in the OWP and budget, therefore a budget amendment for \$3,990.00 will be proposed at the April 24, 2019 Commission meeting. The agreement and scope of work are included in the back-up to this letter.

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

1. Authorize the Chairman to sign the agreement for Human Resource Consultant Services with Argelia M. Gaddis,
 - a. for the fees up to \$3,990 effective May 1, 2019 through June 30, 2019.
 - b. for the fees up to \$22,800 effective July 1, 2019 through June 30, 2020.

Sincerely,

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

MARK BAZA
Executive Director

MB/ksw/cl

Attachment

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

1 **AGREEMENT FOR SERVICES**

2
3 THIS AGREEMENT FOR SERVICES (“Agreement”), made and entered into this _____ day
4 of _____, 2019, is by and between the **IMPERIAL COUNTY TRANSPORTATION**
5 **COMMISSION (“ICTC”)** and **ARGELIA M. GADDIS (“CONSULTANT”)** (individually, “Party;”
6 collectively, “Parties”).

7 **W I T N E S S E T H**

8 **WHEREAS**, ICTC desires to retain a qualified individual, firm or business entity to provide
9 professional services for on-call human resource / risk management consultant services (“the Project”); and

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

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

14 1. **DEFINITIONS.**

15 “Proposal” shall mean CONSULTANT’s proposal entitled “Proposed Work Plan FY 2018-19 &
16 FY 2019-20”. The Proposal is attached as **Exhibit “A”** and incorporated herein by this reference.

17 2. **CONTRACT COORDINATION.**

18 CONSULTANT shall assign a single Contract Manager to have overall responsibility for the
19 progress and execution of this Agreement. Argelia M. Gaddis is hereby designated as the Contract
20 Manager for CONSULTANT. Should circumstances or conditions subsequent to the execution of this
21 Agreement require a substitute Contract Manager for any reason, the Contract Manager’s designee shall be
22 subject to the prior written acceptance and approval of ICTC.

23 3. **DESCRIPTION OF WORK.**

24 3.1. CONSULTANT shall provide all materials and labor to perform this Agreement. In the
25 event of a conflict among this Agreement and the Proposal, this Agreement shall take precedence over the
26 Proposal.

27 3.2. CONSULTANT shall perform additional or extra work if required, utilizing the per hour
28 rate set forth in **Exhibit “A”** (\$95.00/hour).

1 4. WORK TO BE PERFORMED BY CONSULTANT.

2 4.1. CONSULTANT shall comply with all terms, conditions and requirements of the Proposal
3 and this Agreement.

4 4.2. CONSULTANT shall perform such other tasks as necessary and proper for the full
5 performance of the obligations assumed by CONSULTANT hereunder.

6 4.3. CONSULTANT shall:

7 4.3.1. Procure all permits and licenses, pay all charges and fees, and give all notices that
8 may be necessary and incidental to the due and lawful prosecution of the services to be performed
9 by CONSULTANT pursuant to this Agreement;

10 4.3.2. Use the standard of care usual to CONSULTANT's profession to keep itself fully
11 informed of all applicable existing and proposed federal, state and local laws, ordinances,
12 regulations, orders and decrees which may affect those engaged or employed under this Agreement,
13 any materials used in CONSULTANT's performance under this Agreement or the conduct of the
14 services under this Agreement;

15 4.3.3. At all times observe and comply with, and cause all of its employees to observe and
16 comply with all of said laws, ordinances, regulations, orders and decrees mentioned above; and

17 4.3.4. Immediately report to ICTC in writing any discrepancy or inconsistency it discovers
18 in said laws, ordinances, regulations, orders and decrees mentioned above in relation to any plans,
19 drawings, specifications or provisions of this Agreement.

20 4.4. Any videotape, reports, information, data or other material given to, or prepared or
21 assembled by, CONSULTANT pursuant to this Agreement shall be the property of ICTC and shall not be
22 made available to any individual or organization by CONSULTANT without the prior written approval of
23 ICTC. The preceding restriction shall not apply to information which is in the public domain, was
24 previously known to CONSULTANT, was acquired by CONSULTANT from others who have no
25 confidential relationship to ICTC with respect to same, or which through no fault of CONSULTANT
26 comes into the public domain. CONSULTANT shall not be restricted from releasing information,
27 including confidential information, in response to a subpoena, court order, or other legal process.
28 CONSULTANT shall not be required to resist such subpoena, court order, or legal process, but shall

1 promptly notify ICTC in writing of the demand for information before responding to such demand.

2 5. REPRESENTATIONS BY CONSULTANT.

3 5.1. CONSULTANT understands and agrees that ICTC has limited knowledge in the multiple
4 areas specified in the Proposal. CONSULTANT has represented itself to have experience in these fields
5 and understands that ICTC is relying upon such representation.

6 5.2. Subject to 5.2.1, CONSULTANT represents and warrants that it is a lawful entity
7 possessing all required licenses and authorities to do business in the State of California and perform all
8 aspects of this Agreement.

9 5.2.1. CONSULTANT shall not commence any work pursuant to this Agreement or
10 provide any other services, or materials, in connection therewith until CONSULTANT has received
11 written authorization from ICTC to do so.

12 5.3. CONSULTANT represents and warrants that the people executing this Agreement on behalf
13 of CONSULTANT have the authority of CONSULTANT to sign this Agreement and bind
14 CONSULTANT to the performance of all duties and obligations assumed by CONSULTANT herein.

15 5.4. CONSULTANT represents and warrants that any employee, contractor and/or agent who
16 will be performing any of the duties and obligations of CONSULTANT herein possess all required licenses
17 and authorities, as well as the experience and training, to perform such tasks.

18 5.5. CONSULTANT represents and warrants that the allegations contained in the Proposal are
19 true and correct.

20 5.6. CONSULTANT understands that ICTC considers the representations made herein to be
21 material and would not enter into this Agreement with CONSULTANT if such representations were not
22 made.

23 6. COMPENSATION.

24 The total compensation payable under this Agreement shall not exceed twenty six thousand seven
25 hundred ninety dollars (\$26,790.00) unless otherwise previously agreed to by ICTC.

26 7. PAYMENT.

27 CONSULTANT will bill ICTC on a time and material basis upon completion of the project or as set
28 forth in the cost schedule attached hereto as **Exhibit "A"**. ICTC shall pay CONSULTANT for completed

1 and approved services upon presentation of its itemized billing. Notwithstanding the foregoing, ICTC shall
2 retain 10% of the total compensation until the work to be performed has been completed in accordance with
3 this Agreement, as determined by ICTC, and payment in full of all subcontractors of CONSULTANT.

4 8. METHOD OF PAYMENT.

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

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

10 9.1. This Agreement shall commence on May 1, 2019 and shall remain in effect through June
11 30, 2020 unless otherwise terminated as provided herein.

12 9.2. Program scheduling shall be as described in Exhibit "A" unless revisions to Exhibit "A" are
13 approved by both ICTC and CONSULTANT's Contract Manager. Time extensions may be allowed for
14 delays caused by ICTC, other governmental agencies, or factors not directly brought about by the
15 negligence or lack of due care on the part of CONSULTANT.

16 10. SUSPENSION OF AGREEMENT.

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

21 11. SUSPENSION AND/OR TERMINATION.

22 11.1. ICTC retains the right to terminate this Agreement for any reason by notifying
23 CONSULTANT in writing seven (7) days prior to termination and by paying the compensation due and
24 payable to the date of termination; provided, however, if this Agreement is terminated for fault of
25 CONSULTANT, ICTC shall be obligated to compensate CONSULTANT only for that portion of
26 CONSULTANT's services which have been performed in accordance with the terms and conditions of this
27 Agreement. Said compensation is to be arrived at by mutual agreement between ICTC and
28 CONSULTANT; should the Parties fail to agree on said compensation, an independent arbitrator shall be

1 appointed and the decision of the arbitrator shall be binding upon the Parties.

2 11.2. Upon such termination, CONSULTANT shall immediately turn over to ICTC any and all
3 copies of videotapes, studies, sketches, drawings, computations and other data, whether or not completed,
4 prepared by CONSULTANT in connection with this Agreement. Such materials shall become the
5 permanent property of ICTC.

6 12. INSPECTION.

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

12 13. OWNERSHIP OF MATERIALS.

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

16 14. INTEREST OF CONSULTANT.

17 14.1. CONSULTANT covenants that it presently has no interest, and shall not acquire any
18 interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the
19 performance of the services hereunder.

20 14.2. CONSULTANT covenants that, in the performance of this Agreement, no sub-contractor or
21 person having such an interest shall be employed.

22 14.3. CONSULTANT certifies that no one who has or will have any financial interest pursuant to
23 this Agreement is an officer or employee of ICTC.

24 15. INDEMNIFICATION.

25 A. Indemnity for Professional Services. To the furthest extent allowed by law, Consultant
26 shall indemnify, hold harmless and defend ICTC and its members, board members, officers, officials,
27 employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and
28 damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at

1 any time and property damage), and from any and all claims, demands and actions in law or equity
2 (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the
3 negligence, recklessness or willful misconduct of Consultant, its principals, officers, employees, agents
4 or volunteers in the performance of professional services under this Agreement.

5 B. Other Indemnities. Other than in the performance of professional services, and to the
6 fullest extent allowed by law, Consultant shall indemnify, hold harmless and defend ICTC and its
7 members, board members, officers, officials, employees, agents and volunteers from any and all loss,
8 liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability,
9 including but not limited to personal injury, death at any time and property damage), and from any and
10 all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation
11 expenses) arising or alleged to have arisen directly or indirectly out of performance of this Agreement.
12 Consultant's obligations under the preceding sentence shall apply regardless of whether ICTC or any of
13 its members, board members, officers, officials, employees, agents or volunteers are negligent, but shall
14 not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross
15 negligence, or caused by the willful misconduct, of ICTC, or any of its members, board members,
16 officers, officials, employees, agents or volunteers.

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

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

22 16. INDEPENDENT CONTRACTOR.

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

26 16.1. CONSULTANT is not an employee or agent of ICTC and is only responsible for the
27 requirements and results specified by this Agreement or any other agreement.
28

1 16.2. CONSULTANT shall be responsible to ICTC only for the requirements and results
2 specified by this Agreement and except as specifically provided in this Agreement, shall not be subject
3 to ICTC's control with respect to the physical actions or activities of CONSULTANT in fulfillment of
4 the requirements of this Agreement.

5 16.3. CONSULTANT is not, and shall not be, entitled to receive from, or through, ICTC, and
6 ICTC shall not provide, or be obligated to provide, CONSULTANT with Worker's Compensation
7 coverage or any other type of employment or worker insurance or benefit coverage required or provided
8 by any Federal, State or local law or regulation for, or normally afforded to, an employee of ICTC.

9 16.4. CONSULTANT shall not be entitled to have ICTC withhold or pay, and ICTC shall not
10 withhold or pay, on behalf of CONSULTANT, any tax or money relating to the Social Security Old Age
11 Pension Program, Social Security Disability Program, or any other type of pension, annuity, or disability
12 program required or provided by any Federal, State or local law or regulation.

13 16.5. CONSULTANT shall not be entitled to participate in, or receive any benefit from, or
14 make any claim against any ICTC fringe program, including, but not limited to, ICTC's pension plan,
15 medical and health care plan, dental plan, life insurance plan, or any other type of benefit program, plan,
16 or coverage designated for, provided to, or offered to ICTC's employee.

17 16.6. ICTC shall not withhold or pay, on behalf of CONSULTANT, any Federal, State, or local
18 tax, including, but not limited to, any personal income tax, owed by CONSULTANT.

19 16.7. CONSULTANT is, and at all times during the term of this Agreement, shall represent
20 and conduct itself as an independent contractor, not as an employee of ICTC.

21 16.8. CONSULTANT shall not have the authority, express or implied, to act on behalf of, bind
22 or obligate ICTC in any way without the written consent of ICTC.

23 17. INSURANCE.

24 Throughout the life of this Agreement, Consultant shall pay for and maintain in full force and
25 effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by
26 the California Insurance Commissioner to do business in the State of California and rated not less than
27 "A- VII" in Best's Insurance Rating Guide, or (ii) as may be authorized in writing by ICTC's Executive
28

1 Director or his/her designee at any time and in his/her sole discretion. The following policies of
2 insurance are required:

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

9 \$2,000,000 per occurrence for bodily injury and property damage

10 \$1,000,000 per occurrence for personal and advertising injury

11 \$4,000,000 aggregate for products and completed operations

12 \$4,000,000 general aggregate

13 (ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as
14 the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01,
15 and include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code
16 1 - Any Auto) with limits of liability of not less than \$2,000,000 per accident for bodily injury and
17 property damage.

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

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

21 (v) PROFESSIONAL LIABILITY (Errors and Omissions) insurance appropriate to
22 Consultant's profession, with limits of liability of \$2,000,000 per claim/occurrence and \$2,000,000
23 policy aggregate.

24 In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the
25 minimum limits of insurance set forth above, this insurance policy(ies) shall “follow form” and afford
26 no less coverage than the primary insurance policy(ies).

27 Consultant shall be responsible for payment of any deductibles contained in any insurance policies
28 required hereunder and Consultant shall also be responsible for payment of any self-insured retentions.

1 Any deductibles or self-insured retentions must be declared to, and approved by, the ICTC's Executive
2 Director or his/her designee in his/her sole discretion. At the option of the ICTC's Executive Director or
3 his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured
4 retentions as respects ICTC, its members, board members, officers, officials, employees and agents; or
5 (ii) Consultant shall provide a financial guarantee, satisfactory to the ICTC's Executive Director or
6 his/her designee in his/her sole discretion, guaranteeing payment of losses and related investigations,
7 claim administration and defense expenses. At no time shall ICTC be responsible for the payment of
8 any deductibles or self-insured retentions.

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

17 The General Liability and Automobile Liability insurance policies shall be written on an
18 occurrence form. The General Liability (including ongoing operations and completed operations) and
19 Automobile Liability insurance policies shall name ICTC, its members, board members, officers,
20 officials, employees and agents as an additional insured. All such policies of insurance shall be
21 endorsed so Consultant's insurance shall be primary and no contribution shall be required of ICTC, its
22 members, board members, officers, officials, employees, agents or volunteers. The coverage(s) shall
23 contain no special limitations on the scope of protection afforded to ICTC, its members, board members,
24 officers, officials, employees and agents. The Workers' Compensation insurance policy shall contain a
25 waiver of subrogation as to ICTC, its members, board members, officers, employees, agents and
26 volunteers. Should Consultant maintain insurance with broader coverage and/or limits of liability
27 greater than those shown above, ICTC requires and shall be entitled to the broader coverage and/or the
28

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

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

5 (i) The retroactive date must be shown, and must be before the effective date of this Agreement
6 or the commencement of work by Consultant.

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

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

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

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

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

23 If at any time during the life of the Agreement or any extension, Consultant or any of its sub-
24 Consultants fail to maintain any required insurance in full force and effect, all work under this
25 Agreement shall be discontinued immediately, until notice is received by ICTC that the required
26 insurance has been restored to full force and effect and that the premiums therefore have been paid for a
27 period satisfactory to ICTC. Any failure to maintain the required insurance shall be sufficient cause for
28

1 ICTC to terminate this Agreement. No action taken by ICTC hereunder shall in any way relieve
2 Consultant of its responsibilities under this Agreement.

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

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

18 18. ASSIGNMENT.

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

22 19. NON-DISCRIMINATION.

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

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

11 20. NOTICES AND REPORTS.

12 20.1. All notices and reports pursuant to this Agreement shall be in writing and may be given
13 by personal delivery or by mailing by certified mail, addressed as follows:

14 **ICTC**

15 Attn: Executive Director
16 Imperial County Transportation Commission
17 1503 N. Imperial Ave., Ste 104
El Centro, CA 92243

CONSULTANT

Attn: Project Manager
Argelia M. Gaddis
755 West Evan Hewes Hwy
El Centro, CA 92243

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

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

23 21. ENTIRE AGREEMENT.

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

27 ///

28 ///

1 22. MODIFICATION.

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

4 23. PARTIAL INVALIDITY.

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

8 24. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.

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

16 25. WAIVER.

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

20 26. CHOICE OF LAW.

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

24 27. ATTORNEY'S FEES.

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

27 ///

28 ///

1 28. AUTHORITY.

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

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

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

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

9 29. COUNTERPARTS.

10 This Agreement may be executed in counterparts.

11 30. REVIEW OF AGREEMENT TERMS.

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

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

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

3 **IMPERIAL COUNTY TRANSPORTATION COMMISSION:**

4
5 _____
6 Chair

7 **ATTEST:**

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

12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CONSULTANT:

By: _____
ARGELIA M. GADDIS

APPROVED AS TO FORM:
COUNTY COUNSEL

By: _____
Eric Havens
Deputy County Counsel

**Argelia M. Gaddis
Proposed Work Plan
FY 2018-19 & FY 2019-20**

Table of Contents

A. WORKPLAN	1
B. SCHEDULE	2
C. COST PROPOSAL	2

A. WORK PLAN

Argelia M. Gaddis is very pleased to submit this proposed work plan to the Imperial County Transportation Commission (ICTC) to provide on-call human resource/risk management consultant services for Fiscal Years 2018-19 and 2019-20, starting May 1, 2018 and ending June 30, 2020.

Argelia M. Gaddis would be the project lead for all tasks described in this proposal. Ms. Gaddis would not be removed or replaced during the contract period without prior written concurrence from ICTC. Subcontractors will not be utilized. Upon contract award, Ms. Gaddis will work with ICTC executive management to develop task priorities and subsequently at the beginning of each month to confirm task priorities. Invoices can be submitted to ICTC on a monthly basis for task's worked on or completed and the work hours associated with each task.

The Scope of Work is presented below.

TASK 1: Review and Update Hiring Methods and Personnel Policies and Procedures

Argelia M. Gaddis will assist ICTC staff to review and update ICTC's Hiring Methods and Personnel Procedures to include but not limited to:

- Review and update all ICTC job descriptions
- Review and update personnel benefit plans and retirement program descriptions
- Create all new Personnel Manual for FY 2020/21
- Review and update recruitment/hiring methods and procedures
- Review current organizational operations and processes and propose recommendations
- Provide staff support as necessary for any new recruitment/hiring efforts

TASK 2: Finalize Internship/Volunteer Program Policy and Procedures

Review recent drafts prepared by ICTC Counsel and staff for the Program's policies and procedures to finalize the program's policies and procedures.

- Coordinate with staff to complete the program's policies and procedures and to incorporate as an appendix to the Personnel Policies and Procedures

TASK 3: Review and Update Performance Evaluation and Coaching/Disciplinary Procedures

Review existing procedures provide management with recommendations for program improvements.

- Provide advisory support to ICTC management for disciplinary/adverse actions; disability or workers compensation claims; and risk management
- Attend ICTC and related meetings as necessary

B. SCHEDULE

Project Start: May 1, 2019; Project End: June 30, 2020 (1 Years, 2 mo.)

Task	Total Hours	FY18-19 Hours	FY19-20 Hours
1	190.0	42.0	148.0
2	50.0	0	50.0
3	42.0	0	42.0
Total	282.0	42.0	240.0

C. COST PROPOSAL

FY 2018-19: \$95.00 per hour (fully-loaded hourly rate)

42.0 Hours X \$95.00/hour = \$3,990.00

FY 2019-20: \$95.00 per hour (fully-loaded hourly rate)

240.0 Hours X \$95.00/hour = \$22,800.00

TOTAL = \$26,790.00 over two years.

VI. ACTION CALENDAR

VI. ACTION CALENDAR

- B. ICTC OWP AND BUDGET FY 2018-19,
AMENDMENT #1



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

May 10, 2019

ICTC Management Committee
Imperial County Transportation Commission
1503 N. Imperial Ave., Suite 104
El Centro, CA 92243

SUBJECT: ICTC Overall Work Program (OWP) and Budget FY 2018-2019
Amendment #1

Dear Committee Members:

The Fiscal Year (FY) 2018/2019 Imperial County Transportation Commission (ICTC) Overall Work Plan (OWP) and Budget was presented and approved by the Commission on June 27, 2018. However, the budget did not include expense for professional Human Resource services.

ICTC staff are requesting that a budget amendment be created to record the HR Consultant project revenue and expense for the first year of the project, with an anticipated total of \$3,990.

Attachment A illustrates the requested Budget Amendment #1. There are no changes in the Regional Transportation Planning Budget or Regional Collaboration at this time. The result is an overall increase in revenue and expenses by 0.02%, or from \$18,266,095 to \$18,270,085. The changes are summarized as follows:

Revenue Account 1. Increase to on hand/interest revenue (row Q) 7416001-430000

Expenditure Account 1. Increase to Professional and Spec Services (row CC) 7416001-525010

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

1. Approve the FY 2018-19 Overall Work Program and Transit Finance Plan Budget Amendment #1

Sincerely,

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

MARK BAZA
Executive Director

MB/ksw/cl

Attachment

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

FY 2018-19 PRIOR YEAR BUDGET COMPARISON - ADMINISTRATION, OPERATIONS AND PLANNING

AMEND 1

					TRANSIT	TRANSIT		PLANNING	PLANNING		REGIONAL	REGIONAL		TOTAL FY	TOTAL FY	
					FY 17-18	FY 18-19	%	FY 17-18	FY 18-19	%	COLLABORATION	COLLABORATION	%	17-18	18-19	%
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
REVENUES																
A	430000	On hand balance / interest revenue			\$ 571,831	\$ 369,597	-35%	\$ 209,332	\$ 202,900	-3%	\$ -	\$ -		\$ 781,163	\$ 572,497	-27%
B	446010	State Aid Other - TDA (LTF)			\$ 882,101	\$ 1,217,249	38%	\$ -	\$ 91,286		\$ -	\$ -		\$ 882,101	\$ 1,308,535	48%
C	446445	State - STIP-PPM			\$ -	\$ -		\$ 300,000	\$ 300,000	0%	\$ -	\$ -		\$ 300,000	\$ 300,000	0%
C	456040	FTA 5310 Mobility Coordination Program			\$ 104,977	\$ 110,976	6%	\$ -	\$ -		\$ -	\$ -		\$ 104,977	\$ 110,976	6%
D	456040	EPA - Brownfields Assessment			\$ -	\$ -		\$ -	\$ -		\$ 300,000	\$ 288,000	-4%	\$ 300,000	\$ 288,000	-4%
E	446010	PUC - Broadband			\$ -	\$ -		\$ -	\$ -		\$ 150,000	\$ 120,000	-20%	\$ 150,000	\$ 120,000	-20%
F	493000	Local - Member Agency Contributions, SCAG Reimb and Reimbursement for Services Provided			\$ 25,000	\$ 17,500	-30%	\$ 143,332	\$ 120,000	-16%	\$ -	\$ -		\$ 168,332	\$ 137,500	-18%
G Total Revenues					\$ 1,583,909	\$ 1,715,322	8%	\$ 652,664	\$ 714,186	9%	\$ 450,000	\$ 408,000	-9%	\$ 2,686,573	\$ 2,837,508	6%
EXPENDITURES																
Administration and Operations																
H	501000 / 525010	Administrative Staffing and Support - 10 fulltime (1 shared w SCAG & 1 planner recruitment)			\$ 656,207	\$ 734,619	12%	\$ 304,296	\$ 331,265	9%	\$ 8,360	\$ 8,360	0%	\$ 968,863	\$ 1,074,244	11%
I	501140	Stipend			\$ -	\$ 7,200	0%	\$ -	\$ 4,800		\$ -	\$ -		\$ -	\$ 12,000	
J	517055	Insurance - Liability			\$ 71,000	\$ 78,000	10%	\$ 15,000	\$ 17,500	17%	\$ -	\$ -		\$ 86,000	\$ 95,500	11%
K	522000	Memberships, office exp, communications, IT, fuel and maint			\$ 39,900	\$ 36,100	-10%	\$ 24,850	\$ 22,545	-9%	\$ 6,300	\$ 1,800	-71%	\$ 71,050	\$ 60,445	-15%
L	526000	Legal notices, interpretive services			\$ 4,000	\$ 4,000	0%	\$ 600	\$ 600	0%	\$ -	\$ -		\$ 4,600	\$ 4,600	0%
M	528000	Rents, leases and utilities			\$ 57,432	\$ 63,559	11%	\$ 25,851	\$ 34,923	35%	\$ -	\$ -		\$ 83,283	\$ 98,482	18%
N	530005	Regional Plans/Project Coordination, Webinars, Sp Dept Exp			\$ 4,500	\$ 4,500	0%	\$ 4,500	\$ 5,000	11%	\$ -	\$ -		\$ 9,000	\$ 9,500	6%
O	531040	Training/Travel Expense			\$ 25,000	\$ 25,000	0%	\$ 22,000	\$ 22,000	0%	\$ 2,000	\$ 1,400	-30%	\$ 49,000	\$ 48,400	-1%
P	549000	Equipment - Computerized Dispatch, office computer replacement & conference room table and technology upgrades			\$ 8,000	\$ 62,000	675%	\$ 4,000	\$ 25,600	540%	\$ -	\$ -		\$ 12,000	\$ 87,600	630%
Q Administration and Operations Subtotal					\$ 866,039	\$ 1,014,978	17%	\$ 401,096	\$ 464,233	16%	\$ 16,660	\$ 11,560	-31%	\$ 1,283,796	\$ 1,490,771	16%
Professional and Specialized Projects and Services																
R	525010	Legal Services and Consultation			\$ 7,500	\$ 7,500	0%	\$ 7,500	\$ 7,500	0%	\$ -	\$ -		\$ 15,000	\$ 15,000	0%
S	525010	Payroll Vendor Fees			\$ 7,500	\$ 8,300	11%	\$ 7,500	\$ 8,300	11%	\$ -	\$ -		\$ 15,000	\$ 16,600	11%
T	525010	Website Consultation (www.imperialctc.org)			\$ 520	\$ 600	15%	\$ 515	\$ 600	17%	\$ -	\$ -		\$ 1,035	\$ 1,200	16%
U	525065	COI Overhead Treasurer, Auditor Controller GSA			\$ 7,500	\$ 7,500	0%	\$ 250	\$ 250	0%	\$ -	\$ -		\$ 7,750	\$ 7,750	0%
V	525010	HR consultant services			\$ 2,500	\$ 3,990	60%	\$ 2,500	\$ -	-100%	\$ -	\$ -		\$ 5,000	\$ 3,990	-20%
W	525090	CPA/auditors (external)			\$ 114,277	\$ 125,605	10%	\$ 8,303	\$ 8,303	0%	\$ 26,000	\$ 18,000	-31%	\$ 148,580	\$ 151,908	2%
X	525030	PM, Engineering Review and Support			\$ 20,000	\$ 50,000	150%	\$ -	\$ -		\$ -	\$ -		\$ 20,000	\$ 50,000	150%
Y	525010	Transit Operator Drug and Alcohol Audits			\$ 12,000	\$ 12,000	0%	\$ -	\$ -		\$ -	\$ -		\$ 12,000	\$ 12,000	0%
Z		Subtotal			\$ 171,797	\$ 215,495	25%	\$ 26,568	\$ 24,953	-6%	\$ 26,000	\$ 18,000	-31%	\$ 224,365	\$ 258,448	15%
AA	525010	2017 IVT Bus Stop Inventory (Phase III)			\$ 150,000	\$ 60,490	-60%	\$ -	\$ -		\$ -	\$ -		\$ 150,000	\$ 60,490	-60%
BB	525010	IVT Maintenance Audit (2nd of 3 year)			\$ 14,242	\$ 14,242	0%	\$ -	\$ -		\$ -	\$ -		\$ 14,242	\$ 14,242	0%
CC	525010	2017 Update to the Short Range Transit Plan (SRTTP)			\$ 150,000	\$ 80,066	-47%	\$ -	\$ -		\$ -	\$ -		\$ 150,000	\$ 80,066	-47%
DD	525010	2017 IVT Bus Operations Facility Eval			\$ 231,831	\$ 180,051	-22%	\$ -	\$ -		\$ -	\$ -		\$ 231,831	\$ 180,051	-22%
EE	525010	2018 Regional Transit Fare Analysis			\$ -	\$ 150,000		\$ -	\$ -		\$ -	\$ -		\$ -	\$ 150,000	150%
FF	525010	Consultant - Engineering & Contract Labor			\$ -	\$ -		\$ -	\$ -		\$ 307,980	\$ 307,980	0%	\$ 307,980	\$ 307,980	0%
GG	525010	IVEDC Grant Administrative Support			\$ -	\$ -		\$ -	\$ -		\$ 99,360	\$ 70,460	-29%	\$ 99,360	\$ 70,460	-29%
HH	525010	STIP / RTIP Consultant			\$ -	\$ -		\$ 25,000	\$ 25,000		\$ -	\$ -		\$ 25,000	\$ 25,000	0%
II	525010	2018 Long Range Transportation Plan			\$ -	\$ -		\$ 200,000	\$ 200,000		\$ -	\$ -		\$ 200,000	\$ 200,000	0%
JJ		Subtotal			\$ 546,073	\$ 484,849	-11%	\$ 225,000	\$ 225,000	0%	\$ 407,340	\$ 378,440	-7%	\$ 1,178,413	\$ 1,088,289	-8%
KK Professional and Specialized Projects and Services Subtotal					\$ 717,870	\$ 788,344	-2%	\$ 251,568	\$ 249,953	-1%	\$ 433,340	\$ 396,440	-9%	\$ 1,402,778	\$ 1,346,737	-4%
LL Total Expenditures					\$ 1,583,909	\$ 1,715,322	8%	\$ 652,664	\$ 714,186	9%	\$ 450,000	\$ 408,000	-9%	\$ 2,686,574	\$ 2,837,508	6%

VI. ACTION CALENDAR

VI. ACTION CALENDAR

C. 2019 PUBLIC TRANSIT FARE ANALYSIS—AWARD RECOMMENDATION



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

May 7, 2019

ICTC Management Committee
Imperial County Transportation Commission
1503 N. Imperial Ave Suite 104
El Centro, CA 92243

SUBJECT: 2019 Public Transit Fare Analysis – Award Recommendation

Dear Committee Members:

In general, to be eligible for State *Transportation Development Act (TDA)* funds, transit operators (*public bus and commuter rail*) must maintain a ratio of fare revenues to operating costs of at least 10% for non-urbanized areas and 20% for urbanized areas (PUC Section 99268.2-99268.4). However, the required ratio of fare revenues to operating costs for operators serving both urbanized and non-urbanized areas can be between the 10% and 20% requirement. The Imperial County Transportation Commission (ICTC) under PUC Section 99270.1 is responsible for calculating blended farebox ratio for operators within its jurisdiction that serve both rural and urban areas.

The transit farebox percentage is one of the seven performance standards and evaluation criteria developed for performance monitoring of transit systems. The farebox is the percentage of the cost that is generated by the passenger, or, the entity paying the cost of the trip. The public agency pays the remainder or the subsidy amount through a combination of funding which is primarily State and Federal grants.

During the FY 2017-18 operating year, several public transit systems experienced operational budget fluctuations and were not able to meet the State mandated minimum farebox ratios. Staff analysis identified that the price of the fares paid by the passengers may be in need of revision. This was due to the fact that fare prices had not been adjusted since FY 2013-14 to compensate for any operating cost increases. The Commission directed staff to complete a fare analysis project in FY 2018-19.

ICTC staff recently completed a competitive bid via a Request for Proposals (RFP) process to acquire the services of a qualified consultant team to complete the public transit fare analysis. The RFP requested public outreach services including bilingual workshops and stakeholder interviews and analysis of existing fare structure and pricing. The consultant team would review and prepare recommendations for possible fare increases, fare media vendor relationships and opportunities, and fare media technology implementation. The Consultant will also assist with any public hearing required should fare increases be recommended.

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

A total of two (2) consultants submitted responses to ICTC's RFP. The consultants that submitted a response included: AECOM and Nelson Nygaard.

A proposal evaluation committee was established to complete the review of proposals of qualified consultants. The evaluation committee was comprised of staff from SCAG, Caltrans, ICTC and the current Social Services Transportation Advisory Committee (SSTAC) Chairperson. The committee completed the scoring and ranking of each of the responses on April 2, 2019.

The proposal evaluation committee also completed consultant interviews on April 9, 2019. At the conclusion of the consultant interviews, the evaluation committee discussed each of the consulting firms' qualifications and methodology, and completed their final scoring and ranking.

The scoring and ranking of the consultants was based on the following criteria: Technical Experience, Proposed Methodology and Approach to Work; Project Team and Staff Qualifications; Price and Best Value; and Completeness of Response and References.

The ranking is listed as follows:

<u>NAME</u>	<u>RANKING</u>	<u>PRICE</u>	<u>Cost/Hour</u>
AECOM	1	\$149,379	\$180.41
Nelson Nygaard	2	\$149,390	\$149.39

Both of the firms are capable of completing the project. However, AECOM demonstrated a more in depth familiarity with the local operating conditions and a superior bilingual public outreach plan. AECOM also included the sub-consultant services of Clevor Consulting Group, and Diego and Sons Printing (DBE firm).

The cost for this project at \$150,000 was identified and approved in the ICTC FY 2018-19 OWP and budget (7416001-525010).

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

It is requested that Management Committee recommend that the Commission review and approve after public comment, if any:

1. Approve the award of the Agreement for the 2019 Public Transit Fare Analysis to *AECOM* in the amount of \$149,379.
2. Authorize the Chairperson to sign the agreement.

Sincerely,



MARK BAZA
Executive Director

MB/da/cl

Attachment

1 **AGREEMENT FOR SERVICES**

2
3 THIS AGREEMENT FOR SERVICES (“Agreement”), made and entered into this _____ day
4 of _____, 2019, is by and between the **IMPERIAL COUNTY TRANSPORTATION**
5 **COMMISSION (“ICTC”)** and **AECOM TECHNICAL SERVICES, INC.**, a California corporation
6 (“**CONSULTANT**”) (individually, “Party;” collectively, “Parties”).

7 **WITNESSETH**

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

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

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

14 1. **DEFINITIONS.**

15 1.1. “RFP” shall mean ICTC’s request for proposals entitled “The Imperial County
16 Transportation Commission (ICTC) FY 2019 Public Transit Fare Analysis Request For Proposal” dated
17 March 2019. The RFP is attached as **Exhibit “A”** and incorporated herein by this reference.

18 1.2. “Proposal” shall mean CONSULTANT’s proposal entitled “Proposal Imperial County
19 Transportation Commission (ICTC) Public Transit Fare Analysis 2019” dated March 29, 2019. The
20 Proposal is attached as **Exhibit “B”** and incorporated herein by this reference.

21 2. **CONTRACT COORDINATION.**

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

27 ///

28 ///

1 3. DESCRIPTION OF WORK.

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

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

7 4. WORK TO BE PERFORMED BY CONSULTANT.

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

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

12 4.3. CONSULTANT shall:

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

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

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

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

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

16 5. REPRESENTATIONS BY CONSULTANT.

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

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

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

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

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

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

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

9 6. COMPENSATION.

10 The total compensation payable under this Agreement shall not exceed one hundred forty nine
11 thousand three hundred seventy nine dollars (\$149,379) unless otherwise previously agreed to by ICTC.

12 7. PAYMENT.

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

18 8. METHOD OF PAYMENT.

19 8.1 CONSULTANT shall at any time prior to the 15th day of any month, submit to ICTC a
20 written claim for compensation for services performed. The claim shall be in a format approved by ICTC.
21 CONSULTANT may expect to receive payment within a reasonable time thereafter and in any event in the
22 normal course of business within thirty (30) days after the claim is submitted.

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

24 9.1. This Agreement shall commence on the date first written above and shall remain in effect
25 through completion of the Project otherwise terminated as provided herein.

26 9.2. Program scheduling shall be as described in Exhibit "A" unless revisions to Exhibit "A" are
27 approved by both ICTC and CONSULTANT's Contract Manager. Time extensions may be allowed for
28

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

3 10. SUSPENSION OF AGREEMENT.

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

8 11. SUSPENSION AND/OR TERMINATION.

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

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

21 12. INSPECTION.

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

27 ///

28 ///

1 13. OWNERSHIP OF MATERIALS.

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

5 14. INTEREST OF CONSULTANT.

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

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

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

13 15. INDEMNIFICATION.

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

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

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

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

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

11 16. INDEPENDENT CONTRACTOR.

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

15 16.1. CONSULTANT is not an employee or agent of ICTC and is only responsible for the
16 requirements and results specified by this Agreement or any other agreement.

17 16.2. CONSULTANT shall be responsible to ICTC only for the requirements and results
18 specified by this Agreement and except as specifically provided in this Agreement, shall not be subject
19 to ICTC's control with respect to the physical actions or activities of CONSULTANT in fulfillment of
20 the requirements of this Agreement.

21 16.3. CONSULTANT is not, and shall not be, entitled to receive from, or through, ICTC, and
22 ICTC shall not provide, or be obligated to provide, CONSULTANT with Worker's Compensation
23 coverage or any other type of employment or worker insurance or benefit coverage required or provided
24 by any Federal, State or local law or regulation for, or normally afforded to, an employee of ICTC.

25 16.4. CONSULTANT shall not be entitled to have ICTC withhold or pay, and ICTC shall not
26 withhold or pay, on behalf of CONSULTANT, any tax or money relating to the Social Security Old Age
27 Pension Program, Social Security Disability Program, or any other type of pension, annuity, or disability
28 program required or provided by any Federal, State or local law or regulation.

1 16.5. CONSULTANT shall not be entitled to participate in, or receive any benefit from, or
2 make any claim against any ICTC fringe program, including, but not limited to, ICTC's pension plan,
3 medical and health care plan, dental plan, life insurance plan, or any other type of benefit program, plan,
4 or coverage designated for, provided to, or offered to ICTC's employee.

5 16.6. ICTC shall not withhold or pay, on behalf of CONSULTANT, any Federal, State, or local
6 tax, including, but not limited to, any personal income tax, owed by CONSULTANT.

7 16.7. CONSULTANT is, and at all times during the term of this Agreement, shall represent
8 and conduct itself as an independent contractor, not as an employee of ICTC.

9 16.8. CONSULTANT shall not have the authority, express or implied, to act on behalf of, bind
10 or obligate ICTC in any way without the written consent of ICTC.

11 17. INSURANCE.

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

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

- 24 \$2,000,000 per occurrence for bodily injury and property damage
- 25 \$1,000,000 per occurrence for personal and advertising injury
- 26 \$4,000,000 aggregate for products and completed operations
- 27 \$4,000,000 general aggregate

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

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

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

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

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

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

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

1 policy(ies). In the event any policy is due to expire during the work to be performed for ICTC,
2 Consultant shall provide a new certificate, and applicable endorsements, evidencing renewal of such
3 policy not less than 15 calendar days prior to the expiration date of the expiring policy.

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

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

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

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

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

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

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

1 Consultant shall furnish ICTC with all certificate(s) and applicable endorsements effecting
2 coverage required hereunder. **All certificates and applicable endorsements are to be received and**
3 **approved by ICTC's Executive Director or his/her designee in his/her sole discretion prior to**
4 **ICTC's execution of the AGREEMENT and before work commences.** In the event of any claim
5 and/or litigation arising or alleged to have arisen out of this Agreement, Consultant shall immediately
6 furnish ICTC with a complete copy of any insurance policy required under this Agreement, including all
7 endorsements applicable to this Agreement, with said copy certified by the underwriter to be a true and
8 correct copy of the original policy. This requirement shall survive expiration or termination of this
9 Agreement.

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

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

26 If Consultant should subcontract all or any portion of the services to be performed under this
27 Agreement, Consultant shall require each sub-Consultant to provide insurance protection in favor of
28 ICTC, its members, board members, officers, officials, employees, agents and volunteers in accordance

1 with the terms of each of the preceding paragraphs, except that the sub-Consultant's certificates and
2 endorsements shall be on file with Consultant and ICTC prior to the commencement of any work by the
3 sub-Consultant.

4 18. ASSIGNMENT.

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

8 19. NON-DISCRIMINATION.

9 During the performance of this Agreement, CONSULTANT shall not unlawfully discriminate
10 against any employee or applicant for employment or employee of ICTC or member of the public
11 because of race, religion, color, national status, age, or sex. CONSULTANT shall ensure that the
12 evaluation and treatment of its employees and applicants for employment and employees and members
13 of the public are free of such discrimination. CONSULTANT shall comply with all provisions of the
14 Fair Employment and Housing Act (Government Code §12900, *et seq.*). The applicable regulations of
15 the Fair Employment Housing Commission implementing Government Code §12900 set forth in
16 Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this
17 Agreement by reference and made a part hereof as if set forth in full. CONSULTANT shall abide by the
18 Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and
19 regulations issued pursuant to said Act. CONSULTANT shall also abide by the American Disabilities
20 Act and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.
21 CONSULTANT shall give written notice of its obligations under this clause to labor organizations with
22 which it has a collective bargain or other agreement. CONSULTANT shall include the non-
23 discrimination and compliance provision of this paragraph in all subcontracts to perform work pursuant
24 to this Agreement.

25 20. NOTICES AND REPORTS.

26 20.1. All notices and reports pursuant to this Agreement shall be in writing and may be given
27 by personal delivery or by mailing by certified mail, addressed as follows:
28

1 **ICTC**

CONSULTANT

2 Attn: Executive Director
3 Imperial County Transportation Commission
4 1503 N. Imperial Ave., Ste 104
5 El Centro, CA 92243

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

6 20.2. All notices and reports pursuant to this Agreement may be given by personal delivery or
7 by mailing by certified mail at such other address as either Party may designate in a notice to the other
8 Party given in such manner.

9 20.3. Any notice given by mail shall be considered given when deposited in the United States
10 Mail, postage prepaid, addressed as provided herein.

11 21. ENTIRE AGREEMENT.

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

15 22. MODIFICATION.

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

18 23. PARTIAL INVALIDITY.

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

22 24. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.

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

1 25. WAIVER.

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

5 26. CHOICE OF LAW.

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

9 27. ATTORNEY'S FEES.

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

12 28. AUTHORITY.

13 Each individual executing this Agreement on behalf of CONSULTANT represents and warrants
14 that:

15 28.1. He/She is duly authorized to execute and deliver this Agreement on behalf of
16 CONSULTANT;

17 28.2. Such execution and delivery is in accordance with the terms of the Articles of
18 Incorporation or Partnership, any by-laws or Resolutions of CONSULTANT and;

19 28.3. This Agreement is binding upon CONSULTANT accordance with its terms.

20 29. COUNTERPARTS.

21 This Agreement may be executed in counterparts.

22 30. REVIEW OF AGREEMENT TERMS.

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

27 ///

28 ///

1 31. GENERAL LIMITING CONDITIONS.

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

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

13 c. The Deliverables shall not to be used in conjunction with any public or private offering of
14 securities, debt, equity, or other similar purpose where it may be relied upon to any degree by any
15 person other than the ICTC. The Deliverables shall not be used for purposes other than those for which
16 they were prepared or for which prior written consent has been obtained from CONSULTANT.

17 d. Possession of the Deliverables does not carry with it any right of publication or the right
18 to use the name of CONSULTANT in any manner without the prior express written consent of
19 CONSULTANT. No party may reference CONSULTANT with regard to any abstract, excerpt or
20 summarization of the Deliverables without the prior written consent of CONSULTANT.
21 CONSULTANT has served solely in the capacity of consultant and has not rendered any expert opinions
22 in connection with the subject matter hereof. Any changes made to the Deliverables, or any use of the
23 Deliverables not specifically identified in the Agreement between the ICTC and CONSULTANT or
24 otherwise expressly approved in writing by CONSULTANT, shall be at the sole risk of the party making
25 such changes or use.

26 e. The Deliverables were prepared solely for the use by the ICTC. No third party may rely
27 on the Deliverables unless expressly authorized by CONSULTANT in writing (including, without
28 limitation, in the form of a formal reliance letter). Any third party expressly authorized by

1 CONSULTANT in writing to rely on the Deliverables may do so only on the Deliverable in its entirety
2 and not on any abstract, excerpt or summary. Entitlement to rely upon the Deliverables is conditioned
3 upon the entitled party accepting full responsibility for such use, strict compliance with this Agreement
4 and not holding CONSULTANT liable in any way for any impacts on the forecasts or the earnings
5 resulting from changes in “external” factors such as changes in government policy, in the pricing of
6 commodities and materials, changes in market conditions, price levels generally, competitive
7 alternatives to the project, the behavior of consumers or competitors and changes in the ICTC’s policies
8 affecting the operation of their projects.

9 f. The Deliverables may include “forward-looking statements”. These statements relate to
10 CONSULTANT’s expectations, beliefs, intentions or strategies regarding the future. These statements
11 may be identified by the use of words like “anticipate,” “believe,” “estimate,” “expect,” “intend,”
12 “may,” “plan,” “project,” “will,” “should,” “seek,” and similar expressions. The forward-looking
13 statements reflect CONSULTANT’s views and assumptions with respect to future events as of the date
14 of the Deliverables and are subject to future economic conditions, and other risks and uncertainties.
15 Actual and future results and trends could differ materially from those set forth in such statements due to
16 various factors, including, without limitation, those discussed in the Deliverables. These factors are
17 beyond CONSULTANT’s ability to control or predict. Accordingly, CONSULTANT makes no
18 warranty or representation that any of the projected values or results contained in the Deliverables will
19 actually occur or be achieved. The Deliverables are qualified in their entirety by, and should be
20 considered in light of, these limitations, conditions and considerations.

21 32. CONSEQUENTIAL DAMAGES WAIVER. IN NO EVENT SHALL EITHER PARTY
22 THEIR PARENTS, AFFILIATES AND SUBSIDIARIES OR THEIR RESPECTIVE DIRECTORS
23 OFFICERS OR EMPLOYEES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL,
24 SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING,
25 WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE, LOSS OF USE OR
26 INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THIS AGREEMENT,
27 EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
28

1 33. RISK ALLOCATION AND RESTRICTION OF REMEDIES. THE PARTIES HAVE
2 EVALUATED THE RESPECTIVE RISKS AND REMEDIES UNDER THIS AGREEMENT AND
3 AGREE TO ALLOCATE THE RISKS AND RESTRICT THE REMEDIES TO REFLECT THAT
4 EVALUATION. ICTC AGREES TO RESTRICT ITS REMEDIES UNDER THIS AGREEMENT
5 AGAINST SERVICE PROVIDER, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND
6 THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS AND EMPLOYEES, SO THAT
7 THE TOTAL AGGREGATE LIABILITY OF THE SERVICE PROVIDER SHALL NOT EXCEED
8 THE ACTUAL PAID COMPENSATION FOR THE SERVICES. THIS RESTRICTION OF
9 REMEDIES SHALL APPLY TO ALL SUITS, CLAIMS, ACTIONS, LOSSES, COSTS (INCLUDING
10 ATTORNEY FEES) AND DAMAGES OF ANY NATURE ARISING FROM OR RELATED TO
11 THIS AGREEMENT WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH
12 LIABILITY IS IMPOSED. CLAIMS MUST BE BROUGHT WITHIN ONE CALENDAR YEAR
13 FROM PERFORMANCE OF THE SERVICES UNLESS A LONGER PERIOD IS REQUIRED BY
14 LAW.

15 ///
16 ///
17 ///
18 ///
19 ///
20 ///
21 ///
22 ///
23 ///
24 ///
25 ///
26 ///
27 ///

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

3 **IMPERIAL COUNTY TRANSPORTATION COMMISSION:**

4
5 _____
6 Chair

7 **ATTEST:**

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

12 **CONSULTANT:**

13
14 By:  
15 _____
16 **DAVID SAMPSON** *William Anderson*
17 Vice President

18 **APPROVED AS TO FORM:**

19 **KATHERINE TURNER**
20 **COUNTY COUNSEL**

21
22 
23 By: _____
24 **Eric Havens**
25 **Deputy County Counsel**