



**TECHNICAL ADVISORY COMMITTEE
AGENDA**

DATE: Thursday, September 26, 2024
TIME: 10:00 a.m. – 12:00 p.m.
LOCATION: ICTC Offices
1503 N. Imperial Ave., Suite 104
El Centro, CA 92243

Chairperson: County of Imperial

Vice-Chair: City of Holtville

In compliance with the Brown Act and Government Code Section 54957.5, agenda materials distributed 72 hours prior to the meeting, which are public records relating to open session agenda items, will be available for inspection by members of the public prior to the meeting on the Commission’s website: www.imperialctc.org.

In compliance with the Americans with Disabilities Act, Government Code Section 54954.2, Executive Order N-29-20, and the Federal Transit Administration Title VI, please contact the Secretary to the Commission at (760) 592-4494 if special assistance is needed to participate in a Commission meeting, including accessibility and translation services. Assistance is provided free of charge. Notification of at least 48 hours prior to the meeting time will assist staff in assuring reasonable arrangements can be made to provide assistance at the meeting.

Non-Voting Members and the Public can join the Zoom Meeting by computer using video and audio, please click on the following link:

<https://us06web.zoom.us/j/82687438201?pwd=yRVtX3TxB77eGalpLgOXjw4ylubmHd.1>

The meeting ID and Password are below in the event you may need them.

To join by phone please dial (720)707-2699.
Meeting ID: 826 8743 8201#
Password: 412101#

PUBLIC COMMENTS

This is an opportunity for members of the public to address the Committee on any subject matter within their jurisdiction, but not an item on the agenda. Any action taken because of public comment shall be limited to direction to staff. Each speaker should contact the Secretary to the Commission at (760) 592-4494 or by email to crستيرma@imperialctc.org. When addressing the Committee, state your name for the record prior to providing your comments. Please address the Committee as a whole, through the Chairperson. Individuals will be given three (3) minutes to address the Committee; groups or topics will be given a maximum of fifteen (15) minutes. Public comments will be limited to a maximum of 30 minutes. If additional time is required for public comments, they will be heard at the end of the meeting. Please remember to follow the Public Comment Code of Conduct.

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

DISCUSSION/ACTION ITEMS**1. Introductions****2. Adoption of Minutes for August 22, 2024.***ACTION**Requesting a motion to adopt***3. Union Pacific Permitting***PRESENTATION**Presented by Union Pacific Staff***4. Sub-Regional Partnership (SRP 2.0)***ACTION**Presented by ICTC Staff*

ICTC staff forwards this item to the Technical Advisory Committee for discussion and recommendation to submit to the ICTC Management Committee and Commission after public comments, if any:

1. Authorize the Chairman to sign the resolution approving the execution of an agreement to receive funding from the REAP 2.0 Grant Program of 2021 and authorize the Executive Director to sign the MOU to ensure compliance with the REAP 2.0 Program requirements.
2. Direct Staff to forward the agreement to SCAG.

5. EV Charging Study Scope Review*DISCUSSION**Presented by ICTC Staff***6. ICTC Updates / Announcements***Presented by ICTC Staff*

1. Transit Updates
2. Transportation Planning Updates
3. LPP Call for projects update

7. Caltrans Updates/ Announcements*Presented by Caltrans Staff**(Local Assistance, Traffic Operations, Business Liaison & Tribal Liaison)***8. SCAG Updates/ Announcements***Presented by SCAG Staff***9. Cities and County Planning / Public Works Updates***All***10. General Discussion / New Business****11. Adjournment**

The next meeting of the ICTC TAC is tentatively scheduled for October 24, 2024. For questions you may call Marlene Flores at (760) 592-4494 or contact by email at marleneflores@imperialctc.org

2. ADOPTION OF MINUTES FOR AUGUST 22, 2024

Requesting a motion to adopt



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 EL CENTRO, CA 92243-2875
 PHONE: (760) 592-4494
 FAX: (760) 592-4410

**TECHNICAL ADVISORY COMMITTEE
 MINUTES**

August 22, 2024

Present:

Ana Gutierrez	City of Brawley
George Galvan	City of Calipatria
Felix De Leon	City of El Centro
Jesus Villegas	City of Imperial
Adriana Anguis	City of Holtville
Ramiro Barajas	City of Westmorland
Veronica Atondo	County of Imperial
Manuel Ortiz	IID

Others:

David Aguirre	ICTC
Katie Luna	ICTC
Marlene Flores	ICTC
Esperanza Avila	ICTC
Jessica González	City of El Centro
Fernando L. Williams	City of Imperial
Adolfo Garcia	County of Imperial
Ismael Garcia	County of Imperial
Kevin Hovey	Caltrans
John Garcia	Caltrans
M'Lynn Martin	Caltrans
Bryan Ott	Caltrans
Alejandro López-Rangel	Caltrans
Dauids Salgado	SCAG
Deborah McGarrey	SoCal Gas

The meeting was called to order at 10:03 a.m. A quorum was present, and introductions were made. There were no public comments made.

1. A *motion* was made to adopt the minutes for June 27, 2024 ([Anguis/Williams](#)) **Motion Carried.**
2. **Proposed Distribution plan for the 2024 Cycle 5 Local Partnership Formulaic Program (LPP)**

ICTC staff forwarded this item to the Technical Advisory Committee for discussion and recommendation to submit to the ICTC Commission after public comments, if any:

1. Approved a Proposed Distribution Plan for the Local Partnership Formulaic Program funds.
 - a. Cycle 5 Option #2 Flat Distribution Plan.
 - b. Authorize staff to open Call for Projects for the Local Partnership Formulaic Program Cycle 5. November 15th, 2024 will be the deadline to submit projects.
2. Authorized staff to submit the recommended projects to the California Transportation Commission (CTC).

A motion was made to approve the Action Item. (Galvan/Villegas) **Motion Carried.**

3. 2024 Imperial Valley Procurement and Resource Fair Purchasing Report

Presented by Caltrans

- A brief presentation was given by Caltrans on the Procurement and resource fair. A flyer was provided with more information.

4. Active Transportation Program Funding Overview

Presented by Rachel Om, SCAG

- A brief presentation was given by SCAG on the Active Transportation Program Funding Overview. ATP Cycle 7 funding was reduced by \$400M per state budget as of June 2024.
- For more information, please visit: <http://scag.ca.gov/active-transportation>

5. ICTC Updates / Announcements

(Presented by ICTC Staff)

a. Transit Planning Updates

2024 Local Partnership Program, Cycle 5:

- Is scheduled to adopt the 2024 LPP Program Cycle 5 Guidelines on August 15-16, 2024. Upon adoption of the Cycle 5 Guidelines, the Call for Projects will open. The LPP Grant funds require a one-to-one match. The Imperial County Region's estimated allocation amount for FY 2025/26 is \$ 524 million and \$520 million for FY2026/27 for a total of \$1,044 million. The Call for Projects for the CTC is anticipated to open on August 16, 2024, with a deadline of November 15, 2024.

Imperial Valley Transit and Associates Services Operations and Maintenance Request for Proposals:

- ICTC's existing agreement with its current operator (Transdev) has concluded. As required by federal law, ICTC issued a Request for Proposals (RFP) to qualified transit operations and maintenance operators. The RFP was issued on February 16th, 2024. The new agreement will be for a 5-year fixed period with two additional single-year options. ICTC received multiple responses to its RFP and ultimately ICTC awarded the agreement to Transdev, services continue to be provided and ICTC Staff is working with Transdev staff to strategically improve services.

Imperial County EV Charging Infrastructure Feasibility Study:

- Staff secured some funding and are working on developing an EV charger installation project across multiple cities throughout the county. ICTC will be coordinating with the various cities to complete the development. It is anticipated that the project will be completed within FY23-24/FY24-25.

Imperial Valley Transit (IVT) Free Fares Program:

- The free fares program will end in June 2024 with existing fares being re-implemented on July 1, 2024. A formal public hearing was held on March 27, 2024, prior to the Commission Meeting.

Calexico East Port of Entry Bridge Widening Project:

- The final project improvements which consisted of the reinstallation of new bolts under the existing bridge section was completed in early August 2024. The project is now in closeout phase.

Imperial Mexicali Binational Alliance (IMBA):

- An IMBA meeting and strategic planning session was held in the City of Mexicali’s Preparatoria y Universidad 16 de Septiembre, on January 16, 2024. At the strategic planning meeting, the committee developed the schedule for the year. The following are the remaining dates scheduled for IMBA in 2024.
 - September 12th – Mexicali
 - November 14th (Strategic Planning and IMBA meetings) – Imperial County

Calexico Intermodal Transportation Center (ITC):

- It is anticipated that the project will be awarded by October 2024. The final set of contract documents are being prepared in anticipation of the construction bidding phase.

Bus Stop Improvement Project:

- ICTC released the Request for Proposals for design services for the project. ICTC is looking to begin design services soon and have construction take place within FY23-24/FY24-25. The contract was awarded at the April Commission meeting. ICTC has already participated in a kickoff meeting with the consultant and all of the effected agencies. The project design is ongoing and is anticipated to be completed in the new few months.

Transit Comprehensive Operational Analysis:

- Staff recently released the Request for Proposals to the public and are anticipated to work towards a contract award in September/October 2024. The analysis is anticipated to take a year to complete.

b. Transportation Planning Updates

- No updates were provided in the transit section.

6. Caltrans Updates / Announcements:

(Presented by: Alejandro Lopez, Caltrans)

- Friday, October 4, 2024, is the final deadline (for that December 5-6, 2024, CTC meeting).
- Unique Entity Identifier (UEI) Renewals: No agency UEI is expiring at the moment.
- 2025 Active Transportation Program (Cycle 7): ATP Cycle 7 Application deadline has passed. Applications were due by June 17, 2024.
- Highway Safety Improvement Program (HSIP) – Cycle 12: June 27 – HSIP Cycle call-for-projects has been announced and is now open. Deadline is Monday, September 9, 2024.
- U.S. Department of Transportation Grant Opportunities- Further details are available at this link – <https://www.transportation.gov/grants>

7. SCAG Updates / Announcements:

(Presented by: David Salgado, SCAG)

- SCAG 2024 Southern California Demographic Workshop- Registration is now open for the 2024 Southern California Demographic Workshop, “Navigating the New Growth Reality,” presented by SCAG and the Sol Price School of Public Policy at the University of Southern California. This 35th annual event will be held on Sept. 24 at SCAG’s main office in Downtown Los Angeles and will also be available to attend online.
- SCAG Receives \$1 Million In Substantial Transportation Planning Grant- The “Planning for Main Streets” project is anticipated to kick off in Spring 2025 and be completed in Summer 2027.

8. Cities and County Planning / Public Works Updates:

- Each jurisdiction gave its update.

9. General Discussion / New Business

No new business was discussed.

Next TAC meeting will be on September 26, 2024, at 10:00 a.m., via Zoom for the public and in person at the ICTC offices.

The meeting adjourned at 11:28 a.m.

3. UNION PACIFIC PERMITTING

Presentation by Union Pacific

4. Sub-Regional Partnership (SRP 2.0)

Action



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September 20, 2024

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

SUBJECT: A Resolution approving the execution of an agreement with Southern California Association of Governments (SCAG) to receive funding from the Regional Early Action Planning (REAP) 2.0 Grant Program of 2021 for \$274,133.

Dear Committee Members:

The Regional Early Action Planning Grants (REAP) 2.0 program is a flexible program that seeks to accelerate progress toward state housing goals and climate commitments through a strengthened partnership between the state, its regions, and local entities. REAP 2.0 seeks to accelerate infill housing development, reduce vehicle miles traveled (VMT), increase housing supply at all affordability levels, affirmatively further fair housing, and implement adopted regional and local plans to achieve these goals.

SCAG's REAP 2.0 program is divided into three program areas:

1. Early Program Initiatives
2. Transportation Partnership
3. Programs to Accelerate Transformative Housing

The Early Program Initiatives builds capacity for planning innovation across the region through advancements in community engagement, data-driven decision-making, and performance measurement and monitoring. This program includes and expansion of the Regional Data Platform, the Subregional Partnership 2.0 Program, and the Sustainable Communities Program – Civic Engagement, Equity & Environmental Justice. The Subregional Partnership Program 2.0 (SRP 2.0) approximately \$560 million was made available statewide to the following objectives in ways that lead to transformative policy outcomes and accelerate the implementation of regional and local plans that achieve the state's priority planning goals. The Southern California region is set to receive approximately \$231.5 million in grant funds through REAP 2.0, which SCAG will administer with suballocations made available to eligible entities.

The Imperial County Transportation Commission (ICTC) submitted an application to SCAG mid-June of 2023 for the REAP 2.0 Program under the Subregional Partnership 2.0 for Technical Assistance (TA). The primary goal of the project is to provide technical support to our local agencies with housing planning and to facilitate housing production with the REAP 2.0 program. This project will align with the REAP 2.0 program goals and objectives. The technical assistance program will help our local agencies identify unique community revitalization solutions that are tailored to each community. Infill and redevelopment, mix-use development, transit as an asset, community engagement, are some of the implementations that will benefit from this TA program.

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

All of our local agencies are small, urban cities and agricultural towns with disadvantaged neighborhoods with few resources and infrastructure challenges.

In November of 2023, SCAG approved ICTC's application for the REAP 2.0 Subregional Partnership Program for Technical Assistance for \$274,133. In January 2024, SCAG issues a Stop-Work Order due to probable state budget reductions. The REAP program was put on hold for several months until June of 2024 when the governor approved the Budget Act of 2024, restoring funding to the REAP 2.0 Program. In July 2024, SCAG issued a notice to REAP 2.0 Grant Recipients that the REAP 2.0 Program was restored and project activities could commence. SCAG is preparing a Memorandum of Understanding (MOU) with ICTC to govern the resumption of program activities.

ICTC will be actively involved in the project's operations and will monitor its performance throughout the life of the project. Currently, the deadline for completion of REAP 2.0 Project remains in November 2025. Attached is a DRAFT resolution that establishes our commitment to implement all listed objectives in the MOU in partnership with member agency. The attached action and resolution allow ICTC to participate and ensure compliance with the requirements of the REAP 2.0 program. The MOU will include, among other provisions, the grant amount, Scope of Work, the program objectives, invoicing and reporting requirements, consultant procurement process provisions, and deadline for the program completion.

ICTC staff forwards this item to the Technical Advisory Committee for discussion and recommendation to submit to the ICTC Management Committee and Commission after public comments, if any:

1. Authorize the Chairman to sign the resolution approving the execution of an agreement to receive funding form the REAP 2.0 Grant Program of 2021.
2. Authorize the Executive Director to sign the Final MOU to ensure compliance with the REAP 2.0 Program requirements.
3. Direct Staff to forward the agreement to SCAG.

Sincerely,



DAVID AGUIRRE
Executive Director

DA/mf

Attachment

DISCLAIMER: this sample document is provided as-is without any representations or warranties, express or implied, as to suitability, legal effect, completeness, accuracy and/or appropriateness. It is not intended to provide or offer any legal advice and no attorney-client relationship is formed. Users should consult with legal counsel for appropriate legal or business documents necessary for particular transactions. Users assume all risks.

RESOLUTION NO. [REDACTED]

A RESOLUTION OF [GRANTEE] APPROVING THE EXECUTION OF AN AGREEMENT TO RECEIVE FUNDING FROM THE REGIONAL EARLY ACTION PLANNING GRANT PROGRAM OF 2021

WHEREAS, the Regional Early Action Planning Grant Program of 2021 (“REAP 2.0”) program was established by the California state legislature as part of the 2021 California Comeback Plan under AB 140 to confront the statewide housing affordability crisis by building and expanding on the success of the REAP 2019 program by integrating housing and climate goals and allowing for broader planning and implementation investments to facilitate housing supply, choice, and affordability;

WHEREAS, REAP 2.0 funded activities must meet the program objectives, which are to accelerate infill development that facilitates housing supply, choice and affordability; affirmatively further fair housing; and reduce vehicle miles traveled. Further, all residential development must be in areas meeting the definition for “In Fill” provided in the REAP 2.0 state guidelines;

WHEREAS, the Southern California Association of Governments (“SCAG”) issued a call for applications under the Projects to Accelerate Transitional Housing (“PATH”) Program; and

WHEREAS, SCAG intends to award \$[amount awarded] to [grantee] to complete and deliver the [name of project] project.

NOW, THEREFORE, BE IT RESOLVED by the [deliberative body] of the [grantee] as follows:

SECTION 1. The [grantee] hereby authorizes and directs such actions as are necessary and appropriate to accept the grant award of REAP 2.0 funds in the amount of \$[amount awarded] from SCAG.

SECTION 2. That the [title of staff person] or [his/her/their] designee is hereby authorized and directed to:

1. Execute an agreement with SCAG and any amendments thereto;
2. Take all reasonably necessary and appropriate actions to complete the [name of project] project fulfill all obligations required, and seek reimbursement of grant funds awarded, pursuant to the above referenced call for applications and in a manner consistent and in compliance with the REAP 2.0 guidelines and objectives and PATH Program guidelines and all applicable state and federal statutes, rules, regulations, and laws.

PASSED, APPROVED AND ADOPTED by the [deliberative body] of the [grantee] at its [regular/special] meeting this [22nd] day of [month], [year].

[Name]
[Title], [agency]

Attested by:

[Name]
[Title], [agency]

Approved as to Form:

[Name]
[Title], [agency]

MEMORANDUM OF UNDERSTANDING
No. M-0XX-25

SCAG Overall Work Program (OWP) No: XXX-XXXX

Federal/State Awarding Agency: State of California, Department of Housing and Community Development

Sub-Recipient Name: TBD

Sub-Recipient's UEI No: TBD

Total Amount of Federal Funds Obligated to Sub-Recipient: \$0

Total Amount of Non-Federal Funds Obligated to Sub-Recipient: TBD

Total Amount of the Sub-Award: TBD

Subaward Period of Performance Start Date: XXXX XX, 202X

Subaward Period of Performance End Date: XXXX XX, 202X

Type of Contract: Project Specific

Method of Payment: See Section 6 of this MOU

Project R&D: N/A

Indirect Cost Rate for the Award: XXXX*

Fringe Benefits Cost Rate for the Award: XXXX*

*The Sub-Recipient's cognizant agency, XXXXX, approved the use of fiscal year (FY) XXX rates (07/01/XX~06/30/XX) as indicated above. If the rates are later found to have included costs that are unallowable, Sub-Recipient will provide a refund for the unallowable indirect cost and fringe benefits amounts. Sub-Recipient must provide support for the cognizant agency approval of future FY rates.

Subaward Project Title: [Sub-Recipient Name] REAP 2.0 Subregional Partnership 2.0 Program Grant

Subaward Project Description: [Sub-Recipient Name] will utilize REAP 2.0 funding for eligible uses and activities as provided in the Subregional Partnership Program Guidelines.

**MEMORANDUM OF UNDERSTANDING
No. M-0XX-25**

**BETWEEN THE
SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS
AND [SUB-RECIPIENT NAME]
FOR REAP 2.0 SUBREGIONAL PARTNERSHIP 2.0 PROGRAM GRANT**

(SCAG Project/OWP No. XXX-XXXX)

This Memorandum of Understanding (“MOU”) is entered into by and between the **Southern California Association of Governments** (“SCAG”) and **[Sub-Recipient Name]** (“Sub-Recipient”), for a Subregional Partnership (“SRP”) 2.0 Program Grant. SCAG and Sub-Recipient may be individually referred to as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, the Regional Early Action Planning Grants Program of 2021 (“REAP 2.0”) was established with a principal goal to make funding available to Metropolitan Planning Organizations (“MPO”) and other regional entities for transformative planning and implementation activities that meet housing and equity goals, reduce Vehicle Miles Traveled per capita, and advance implementation of the region’s Sustainable Communities Strategy or Alternative Planning Strategy, as applicable;

WHEREAS, the California Department of Housing and Community Development (“HCD”) administers REAP 2.0 in accordance with Health and Safety Code sections 50515.06 to 50515.10 (“Statutes”) and REAP 2.0 guidelines for MPO applicants released by HCD pursuant to the Statutes (“REAP 2.0 Guidelines”);

WHEREAS, SCAG is the federally designated MPO for Southern California, primarily responsible for the development of a Regional Transportation Plan/Sustainable Communities Strategy (“RTP/SCS” also known as “Connect SoCal”) for the counties of Imperial, Los Angeles, Orange, San Bernardino, Riverside, and Ventura;

WHEREAS, HCD awarded funds to SCAG under REAP 2.0;

WHEREAS, SCAG’s Regional Council authorized funding for the SRP 2.0 Program and approved the guidelines for the SRP 2.0 Program (“Program Guidelines”);

WHEREAS, SCAG released a Call for Applications for the SRP 2.0 Program;

WHEREAS, Sub-Recipient, eligible for funds under the SRP 2.0 Program, developed and submitted the following proposed projects for the SRP 2.0 Program (collectively “Projects”);

[List Each Funded Project]

WHEREAS, SCAG reviewed the Sub-Recipient’s Projects and determined the Projects to be consistent with the REAP 2.0 Guidelines and Program Guidelines, and approved the Projects to receive funding; and

WHEREAS, the purpose of this MOU is to describe the responsibilities of the Parties.

NOW THEREFORE, IT IS MUTUALLY AGREED THAT:

1. Recitals and Exhibits

The Recitals and all exhibits referred to in this MOU are incorporated herein by this reference and made a part of the provisions of this MOU.

2. Term

The Term of this MOU shall begin on the Effective Date and continue until [Expiration Date (date can be no later than November 30, 2025)], (“Completion Date”), unless terminated earlier as provided herein. Time is of the essence in the performance of services under this MOU.

3. Scope of Work and Sub-Recipient’s Responsibilities

- a. Sub-Recipient shall be responsible for implementing the Projects in accordance with the “Scopes of Work” attached as: [NOTE: for each individual project include a separate Scope of Work that includes the Project Description and Final Deliverables]

Exhibit A-1 - [Project Name]

Exhibit A-2 - [Project Name]

- b. Interim deliverables and tasks for each project, including sub-allocated budgets and schedules, required to implement the Scopes of Work shall be documented using the Scope of Work Approval Form, attached as Exhibit B (“SOW Approval Form”). The SOW Approval Form(s) must be signed by SCAG Project Manager, SCAG Department Manager, SCAG Deputy Director or their designee and Sub-Recipient prior to the performance of the work outlined in the SOW Approval Form(s). The SOW Approval Form(s) may be signed by way of a manual or authorized digital signature, or a signature stamp. The SOW Approval Form(s) may be used to document interim deliverables and interim deliverable budgets and schedules but may not be used to modify the deliverables and budget noted in this MOU. The SOW Approval Form(s) may be amended subject to approval by SCAG. No amendment to the SOW Approval Form(s) shall be valid unless made in writing and signed by the Parties. If there is a conflict between the SOW Approval Form(s) and this MOU, this MOU shall prevail.
- c. Sub-Recipient must demonstrate a clear and significant nexus to all the REAP 2.0 Goals and Objectives including the definition of infill contained therein as described in Section 9 of this MOU, and must carry out the Projects to meet the REAP 2.0 Goals and Objectives. Any lack of action or action inconsistent with REAP 2.0 Goals and Objectives may result in review and could be subject to modification of funding, termination of this MOU, and repayment of the Grant Funds.
- d. In compliance with Section 3.e., Sub-Recipient shall procure and manage one or more Consultants to ensure the Scopes of Work, as outlined in the most current fully executed SOW Approval

Form(s), are fully performed and the Projects are completed in compliance with this MOU and all applicable laws and regulations.

- e. As a recipient of federal and state funds, SCAG has the responsibility for ensuring that its procurement process complies with all applicable federal, state and funding requirements. For all agreements entered into containing funds provided under this MOU or to perform work under this MOU, Sub-Recipient shall procure in compliance with all applicable federal, state, and local laws and regulations. All REAP 2.0 funded procurements must be conducted using a fair and competitive procurement process and sole source procurements are expressly prohibited. [Add if Monitored Procurement based on Risk Assessment:] Sub-Recipient is required pursuant to this MOU to procure all Services in the Scope of Work and SOW Approval Form(s) on a “monitored” basis, subject to provisions outlined in the “Monitored Sub-Recipient Requirements,” attached as Exhibit E.
- f. The term “Consultant(s)” shall hereinafter refer to all entities that Sub-Recipient procures, manages, or otherwise enters into contracts or agreements with, in furtherance of the Projects or this MOU regardless of the timing, nature of service/work provided or type of organization, including but not limited to government entities, political subdivisions, subrecipients, consultants, contractors, service providers, suppliers, independent contractors, professionals, managers, architects, engineers, and subcontractors.
- g. Upon request, Sub-Recipient shall provide information to the SCAG Project Manager regarding any existing solicitation including but not limited to Requests for Proposals, Invitation for Bids, Request for Qualifications, and Requests for Quotation (collectively “RFP”). For new RFPs developed or finalized after the Effective Date of this MOU, Sub-Recipient shall provide information to the SCAG Project Manager and obtain SCAG Project Manager’s written approval on any final RFP prior to its issuance. SCAG may require documentation of RFPs and Notices to Proceed before approval of invoice reimbursement.
- h. When requested, Sub-Recipient shall provide other related documentation of compliance, as determined by SCAG, with applicable procurement requirements and terms and conditions of this MOU within ten (10) days of the request.
- i. Sub-Recipient shall be responsible for conducting a complete detailed review: of Consultant(s)’ invoices prior to payment. The review shall include, but not be limited to, ensuring: (1) the work included in the invoice is correctly invoiced and supported; (2) hours worked equal hours invoiced; (3) charged rates are equal to the contracted rates; (4) materials and services were received; and (5) that the work performed is consistent with the Scopes of Work. Upon review, Sub-Recipient shall pay Consultant(s)’ invoices prior to submitting invoices to SCAG for reimbursement.
- j. Sub-Recipient shall be accountable to SCAG and HCD to ensure Consultant(s)’ performance. Sub-Recipient’s Project Manager shall be responsible for final approval of Consultant(s)’ deliverables consistent with the Scopes of Work, as outlined in the most current fully executed SOW Approval Form(s); provided, however, that prior to approving a deliverable from the Consultant(s), Sub-Recipient’s Project Manager shall consult with SCAG’s Project Manager.

- k. Any and all notices, reports, or other communications required by this MOU, including but not limited to invoices, accounting reports, supporting documentation, and monitoring reports, shall be submitted under the penalty of perjury.
- l. Sub-Recipient shall be responsible for ensuring compliance with all applicable California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) requirements, and, as applicable, shall serve as the implementing agency for environmental approval(s).

4. Project Management

- a. All work under this MOU shall be coordinated with SCAG and Sub-Recipient through the Project Managers.
- b. For purposes of this MOU, SCAG designates the following individual(s) as its Project Manager:

[Name]
[Title]
[Number]
[Email]

SCAG reserves the right to change this designation.

- c. For purposes of this MOU, Sub-Recipient designates the following individual(s) as its Project Manager:

[Name]
[Title]
[Number]
[Email]

Sub-Recipient reserves the right to change this designation upon written notice to SCAG.

5. Funding

- a. SCAG’s contribution to the Projects is funded wholly with REAP 2.0 funds, in an amount not to exceed \$xxx (“Grant Funds”). The individual Projects shall be funded as follows (“Project Funds”): [NOTE: for each individual project list the project name and project budget]

[Project Name] – [Project Budget]
[Project Name] – [Project Budget]

- b. SCAG shall not be obligated to make payments for any costs that exceed the Project Funds for that Project or the Grant Funds for the Projects. SCAG shall not be obligated to pay for any increase in costs which exceeds the budgets included in this MOU and the most current fully executed SOW Approval Form(s), the Project Funds for that Project, or the Grant Funds for the Projects. SCAG shall not be obligated to make payments from any source other than funds provided by HCD to

SCAG pursuant to REAP 2.0. In the event HCD terminates its agreement to provide funds or reduces the funds provided, SCAG shall have the right to terminate this MOU, in accordance with Section 17, or to amend this MOU to reflect the changes in funding.

- c. SCAG shall make payments to Sub-Recipient only for work performed as part of the Scopes of Work, as outlined in the most current fully executed SOW Approval Form(s), and consistent with REAP 2.0 Goals and Objectives, REAP 2.0 Guidelines, and Program Guidelines.
- d. SCAG reserves the right, in its sole discretion, to discontinue funding any one or more of the Projects and/or terminate this MOU as described in Section 17.
- e. Any costs for which Sub-Recipient receives reimbursement or credit that is determined by a subsequent audit or other review by either SCAG, HCD, other State authorities or federal cognizant agency to be ineligible or otherwise unallowable, are to be repaid by Sub-Recipient within thirty (30) calendar days of Sub-Recipient receiving notice or a written demand for reimbursement from SCAG. Such repayment may include interest, penalties or related fees, as determined by HCD or other State authorities. Should Sub-Recipient fail to reimburse unallowable costs due to SCAG within thirty (30) calendar days of demand, or within such other period as may be agreed between both parties hereto, SCAG is authorized to withhold and/or off-set future payments to Sub-Recipient.

6. Invoices

- a. This MOU is a Cost Reimbursement agreement. Amounts claimed must reflect the actual incurred and paid cost of completed work. The actual incurred and paid costs may not exceed each Projects' budgets set forth in this MOU and the most current fully executed SOW Approval Form(s). All invoices submitted to SCAG for payment shall be e-mailed to accountspayable@scag.ca.gov and copy the SCAG Project Manager (file cannot exceed 10MB). All invoices submitted to SCAG for the Projects shall reference the OWP Project Number (OWP No. XXX-XXXX). A separate invoice must be submitted for each individual Project.
- b. By the twenty-first day following the start of a new month (i.e., January 21, February 21, March 21), Sub-Recipient shall submit an invoice for each Project to SCAG using the "Invoice Report" attached as Exhibit C. The Invoice Report must be submitted in both PDF format and the Excel file provided by SCAG. The Invoice Report contains a progress report portion which serves to confirm that the services have been performed and can be paid. All invoiced costs must be substantiated, by providing documented support for the expense incurred, such as copies of payroll reports, paid invoices, and proof of payment. The invoice progress report shall serve as the formal progress report for the Project and shall be signed by the Sub-Recipient. The progress report shall include, in narrative form, a description of services performed by Sub-Recipient's staff and Consultant(s) as well as progress toward completion of tasks related to the Projects for the invoiced period and progress achieved toward the REAP 2.0 Goals and Objectives. SCAG shall review the Invoice Report for compliance with this MOU. If SCAG determines that the Invoice Report is compliant with this MOU, SCAG shall approve the Invoice Report and issue payment to the Sub-Recipient. If SCAG determines that the Invoice Report is not compliant with this MOU or the most current fully executed SOW Approval Form, SCAG may withhold and/or off-set future payment(s) to the Sub-Recipient.

- c. Incomplete or inaccurate invoices may be returned to Sub-Recipient for correction without payment until corrected and approved. SCAG may, at its discretion, disallow any unsupported costs and process the invoice. If Sub-Recipient corrects the error, the disallowed items can be included in the next set of invoices.
- d. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to Sub-Recipient, and its Consultant(s) at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process, which can be found at the following link: http://www.dot.ca.gov/hq/asc/travel/ap_b/bu1.htm. Also, a summary of travel reimbursement rules is accessible through the aforementioned link.
- e. The Parties acknowledge that SCAG's fiscal year is from July 1 to June 30. Sub-Recipient agrees to submit all invoices to SCAG for services rendered through June 30th, no later than July 21st during the Term of this MOU. SCAG shall not be obligated to pay Sub-Recipient for any invoice received after such date.
- f. Sub-Recipient shall submit its final invoice to SCAG within thirty (30) days of the completion of each individual Project, but no later than within thirty (30) days after all Grant Funds have been expended, whichever is first. SCAG shall not be obligated to pay-Sub Recipient for any invoice received after such date.
- g. Sub-Recipient will require that its Consultant(s) pay any contractors and subcontractors for satisfactorily completed work no later than ten (10) days of receipt of each payment from Sub-Recipient. The ten (10) calendar days period is applicable unless a shorter period is required by applicable law.

7. Reporting

- a. At any time during the term of this MOU, SCAG may request additional information, as needed, to demonstrate satisfaction of all requirements identified in the MOU and the most current fully executed SOW Approval Form.
- b. By February 10 of each year following receipt of funding pursuant to this MOU, Sub-Recipient shall submit an Annual Report using the "Report Template," attached as Exhibit D. Sub-Recipient shall submit a separate Annual Report for each Project. The Annual Report shall include, in narrative form, a description of services performed by Sub-Recipient's staff and Consultant(s) as well as progress toward completion of tasks related to each Project for the prior year, a reporting of all costs incurred for that period, and progress achieved toward the REAP 2.0 Goals and Objectives.
- c. When a Project is finalized, and no later than the Completion Date, Sub-Recipient shall submit a Close-Out Report for the Project. At the time of the execution of this MOU, HCD has not provided the requirements for the Close-Out Report due to HCD by all grantees at the conclusion of the grant performance period. Therefore, the Close-Out Report format required by SCAG of Sub-Recipient is not available at this time, but will be provided when it becomes available.

- d. All reports submitted to SCAG shall reference the OWP Project Number (OWP No. XXX-XXXX).

8. Accounting

- a. Sub-Recipient shall establish and maintain an accounting system and reports that properly accumulate incurred Project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles (“GAAP”), enable the determination of incurred costs as interim points of completion, and provide support for payment vouchers and invoices.
- b. Sub-Recipient shall establish a separate ledger account for receipts and expenditures of Project Funds and Grant Funds and maintain expenditure details in accordance with the Scopes of Work, as outlined in the most current fully executed SOW Approval Form(s), for each Project.
- c. Sub-Recipient shall maintain documentation of its normal procurement policy and competitive procurement bid process and completed procurements and financial records of expenditures incurred during the course of the Projects in accordance with GAAP.

9. Allowable Uses of Grant Funds

- a. Project Funds and Grant Funds shall be expended in compliance with the REAP 2.0 Goals and Objectives, and as required meets the definition for “Infill,” as provided in the State REAP 2.0 Guidelines.
- i. REAP 2.0 Goals (“Goals”) are to invest in housing, planning, and infill housing-supportive infrastructure across the entire state in a manner that reduces Vehicle Miles Traveled (“VMT”), increases housing affordability, and advances equity. More detailed information on the Goals can be found in Section 201 of the [REAP 2.0 Notice of Funding Availability \(“NOFA”\) and Final Guidelines for MPO Applicants](#) and are made a part of the provisions of this MOU as if set forth in full.
- ii. REAP 2.0 Objectives (“Objectives”) include: (1) accelerating infill development that facilitates housing supply, choice, and affordability; (2) Affirmatively Furthering Fair Housing; (3) reducing vehicle miles traveled. More detailed information on the Objectives can be found in Section 202 of the [REAP 2.0 NOFA and Final Guidelines for MPO Applicants](#) and are made a part of the provisions of this MOU as if set forth in full.
- b. Project Funds and Grant Funds shall only be used by Sub-Recipient for activities approved by SCAG and included in the Scopes of Work, as outlined in the most current fully executed SOW Approval Form(s).
- c. Project Funds and Grant Funds may not be used for administrative costs of persons employed by Sub-Recipient for activities not directly related to eligible activities.
- d. Sub-Recipient shall use no more than X percent (X%) of the Project Funds for administrative costs related to a Project, or a maximum of XXX (\$XXX), whichever is lower. For purposes of this MOU, administrative costs are the costs incurred in direct support of grant administration that are

not included in the organization's indirect cost pool. Additional funds may be used from other sources solely contributed by Sub-Recipient to support Sub-Recipient's administration of the Projects.

- i. To be eligible for administrative costs, Sub-Recipient must have clearly indicated if funds would be used towards administrative costs on or before the date the initial SOW Approval Form is fully executed by both parties or within 30 days after the execution of this MOU, whichever is first.
- ii. If Sub-Recipient is seeking reimbursement for indirect costs and/or fringe benefits costs, they must annually submit an Indirect Cost Allocation Plan ("ICAP") or an Indirect Cost Rate Proposal ("ICRP") to its cognizant agency for indirect costs and/or fringe benefits costs in accordance with Title 2 Code of Federal Regulations Part 200 (2 CFR 200) Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards. The cognizant agency for indirect costs and/or fringe benefits costs means the federal agency responsible for reviewing, negotiating, and approving ICAPs or ICRPs. Sub-Recipient must provide their approved indirect cost rate and/or fringe benefit rate and provide a copy to SCAG Project Manager of the approved negotiated indirect cost rate agreement ("NICRA") for the current fiscal year and subsequent years throughout the performance period.
- iii. If Sub-Recipient is seeking reimbursement for fringe benefits costs with absence of the approved NICRA and proposes to use a rate to allocate the fringe benefits costs on the basis of entity-wide salaries and wages of the employees receiving the benefits, they must annually prepare the fringe benefits cost allocation plan in accordance with 2 CFR 200 Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards and provide a letter from the Sub-Recipient's independent auditor confirming the compliance for the current fiscal year and subsequent years throughout the performance period.
- iv. If Sub-Recipient elects a de minimis indirect cost rate as defined in 2 CFR 200 Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards, they must annually complete a certification form provided by SCAG Project Manager to confirm the eligibility and compliance with 2 CFR 200 Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards and submit the signed form to SCAG Project Manager for the current fiscal year and subsequent years throughout the performance period. The de minimis rate is to be applied to modified total direct costs (MTDC) as defined by 2 CFR Part 200.1.
- e. There must be a strong implementation component for the funded activity through REAP 2.0, including, where appropriate, agreement by Sub-Recipient to submit the completed planning document to the applicable board, council, or other entity for adoption or approval. If Sub-Recipient does not formally request adoption or approval of the funded activity, it may be subject to repayment of the Grant Funds.

10. Work Products

- a. For purposes of this MOU, "Work Products" shall mean all deliverables created or produced under this MOU including, but not limited to, all deliverables conceived or made either solely or jointly

with others during the term of this MOU and during a period of six months after the termination thereof, which relates to the Projects. Work Products shall not include real property or capital improvements. Work Products includes all deliverables, inventions, innovations, improvements, or other works of authorship Sub-Recipient or Consultant(s) may conceive of or develop in the course of this MOU, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection.

- b. Sub-Recipient shall submit one (1) electronic copy of all Work Products associated with the Projects to the assigned SCAG Project Manager.
- c. SCAG shall own all Work Products and may, at its sole discretion, grant to Sub-Recipient a perpetual royalty-free, non-assignable, non-exclusive and irrevocable license to reproduce, publish or otherwise use Work Products related to the Projects and developed as part of this MOU; provided, however, that any reproduction, publishing, or reuse of the Work Products will be at Sub-Recipient's sole risk and without liability or legal exposure to SCAG.

11. Amendments

No amendment or variation of the terms of this MOU shall be valid unless made in writing and signed by the Parties. If an amendment is to become effective before the date of full execution by the Parties, the effective date of such amendment shall be no earlier than the date that SCAG received the request.

12. Notices

Any notice or notices required or permitted to be given pursuant to this MOU may be personally served on the other Party by the Party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

To SCAG: Cindy Giraldo
 Chief Financial Officer
 Southern California Association of Governments
 900 Wilshire Blvd., Suite 1700
 Los Angeles, CA 90017
 (213) 630-1413
 giraldo@scag.ca.gov

SCAG reserves the right to change this designation.

To Sub-Recipient: **Name**
 Title
 Agency
 Address
 Phone
 Email

13. Insurance

- a. Sub-Recipient, at their own expense, shall procure and maintain policies of insurance, or provide evidence of self-insurance, of the types and amounts below, for the duration of the MOU. The policies shall state they afford primary coverage.

Insurance Type	Requirements	Limits
General Liability	Commercial General Liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01.	Not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.
Automobile Liability	Automobile insurance at least as broad as Insurance Services Office form CA 00 01.	Covering bodily injury and property damage for all activities of the Sub-Recipient arising out of or in connection with work to be performed under this MOU, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
Workers’ Compensation/ Employer’s Liability	Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance. Not required for sole proprietors or Sub-Recipients with no employees.	Including Occupational Diseases in accordance with California Law and Employers’ Liability Insurance with a limit of not less than \$1,000,000 each accident.
Professional Liability Insurance	Professional Liability (Errors and Omissions) insurance appropriate to the Sub-Recipient’s profession.	With limits of not less than \$1,000,000 per occurrence. In addition, it shall be required that the professional liability insurance policy remain in effect for three (3) years after the Completion Date of this MOU.

- b. Higher Limits: no representation is made that the minimum insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of the sub-recipient under this agreement.
- c. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - i. SCAG, its officials, employees, and volunteers are to be covered as additional insureds, as respects to liability arising out of the activities performed by or on behalf of Sub-Recipient; products and completed operations of Sub-Recipient; premises owned, occupied or used by Sub-Recipient; or automobiles owned leased, hired or borrowed by Sub-Recipient. The coverage shall

- contain no special limitations on the scope of protection afforded to SCAG, its officials and employees.
- ii. For any claims related to this Project, Sub-Recipient's insurance coverage shall be primary insurance as respects SCAG, its officials and employees. Any insurance or self-insurance maintained by SCAG shall be excess of Sub-Recipient's insurance and shall not contribute with it.
 - iii. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to SCAG, its officials and employees.
 - iv. Sub-Recipient's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- d. The Workers' Compensation and Employer's Liability policies shall include a waiver of subrogation endorsement in favor of SCAG, its, officials, employees, and volunteers.
 - e. Any deductibles or self-insured retentions in amounts over \$10,000 must be declared to and approved by SCAG.
 - f. Insurance is to be placed with California admitted insurers with a current A.M. Best's rating of no less than A and be admitted, unless otherwise approved by SCAG.
 - g. Sub-Recipient shall furnish SCAG with original endorsements and certificates of insurance evidencing coverage required by this clause. All documents are to be signed by a person authorized by that insurer to bind coverage on its behalf. All documents are to be received and approved by SCAG before work commences. Upon request of SCAG at any time, Sub-Recipient shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
 - h. Sub-Recipient agrees to ensure that its Consultant(s) provide the same minimum insurance coverage and endorsements required of Sub-recipient. Sub-Recipient agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section. However, in the event Sub-Recipient's Consultant(s) cannot comply with this requirement, which proof must be submitted to SCAG, Sub-Recipient shall be required to ensure that its Consultant(s) provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with Consultant(s) scope of work and services, with limits less than required of the Sub-Recipient, but in all other terms consistent with the Sub-Recipient's requirements under this MOU. This provision does not relieve Sub-Recipient of its contractual obligations under the MOU and/or limit its liability to the amount of insurance coverage provided by its Consultant(s). This provision is intended solely to provide Sub-Recipient with the ability to utilize Consultant(s) who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of Sub-Recipient under this MOU given the limited scope of work or services provided by the Consultant(s). Sub-Recipient agrees that upon request, all agreements with Consultant(s) will be submitted to SCAG for review.

14. Indemnification

Sub-Recipient shall fully defend, indemnify and hold harmless SCAG, its members, officers, employees, and agents from any and all claims, losses, liabilities, damages, expenses, suits or actions including attorneys' fees, brought forth or arising under any theories or assertions of liability, occurring by or resulting from or otherwise related to the Projects or this MOU. Such obligations shall not, however, extend to any claims, losses, liabilities, damages, expenses, suits or actions that arise from SCAG's gross negligence or willful misconduct.

15. Disputes

Except as otherwise provided in this MOU, any dispute arising under this MOU which is not resolved by mutual agreement shall be decided through binding arbitration by a three (3) member panel in accordance with the rules of the American Arbitration Association and as provided in this provision. If this provision differs from the rules of the American Arbitration Association, then this provision shall control. Sub-Recipient shall continue with the responsibilities under this MOU during any dispute until the dispute is resolved. A judgment upon the award rendered by arbitration may be entered into any court having jurisdiction thereof. The arbitration panel shall have the authority to grant any remedy or relief that would have been available to the Parties had the matter been heard in a court of law. Following arbitration, the arbitration panel shall prepare a written decision containing the essential findings and conclusions on which the award is based so as to ensure meaningful judicial review of the decision. All expenses and fees for the arbitrator and expenses for hearing facilities and other expenses of arbitration shall be borne equally by both Parties unless they agree otherwise or unless the arbitrator in the award assesses such expenses against one of the parties or allocates such expenses other than equally between the Parties. Either Party may bring an action in court to compel arbitration under this MOU and to enforce an arbitration award.

16. Noncompliance

- a. In the event of nonperformance or noncompliance with any requirement of this MOU, including but not limited to project eligibility, schedule, deliverables, or milestone timelines, as outlined in the most current fully executed SOW Approval Form(s), SCAG may:
 - i. Issue a written notice to stop work. If such notice is provided, Sub-Recipient and its Consultant(s) shall immediately cease all work under the MOU. SCAG has the sole discretion to determine that Sub-Recipient is in compliance with the terms and conditions after a stop work order, and to deliver a written notice to Sub-Recipient to resume work under this MOU.
 - ii. Require repayment of the Project Funds or the Grant Funds.
 - iii. Terminate this MOU pursuant to Section 17.
- b. Notwithstanding the provisions set forth above, or any other provision contained in this MOU, no remedy conferred by any of the specific provisions of this MOU or the SOW Approval Form(s), is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy existing at law or in equity or by statute or otherwise.

17. Termination of MOU

- a. Termination for Cancellation or Reduction in REAP 2.0 Funding. In the event HCD terminates or cancels funding to SCAG, this MOU is deemed to be terminated and SCAG shall be relieved of any and all obligations under this MOU as of the effective date of HCD's termination. In the event HCD reduces funding to SCAG, SCAG shall have the unilateral right to stop work, proportionally reduce funding to Sub-Recipient or terminate this MOU.
- b. Termination for Convenience. Either Party may terminate this MOU at any time by giving written notice to the other party of such termination at least thirty (30) calendar days before the effective date of such termination. Should SCAG terminate the MOU for convenience, upon receipt of the notice of termination, Sub-Recipient shall immediately take action to avoid incurring any additional obligation costs or expenses except as may be necessary to terminate its activities or the activities of its Consultant(s). SCAG shall pay Sub-Recipient its reasonable and allowable costs through the effective date of termination and is not liable for any expenses after termination, including any costs associated with Consultant(s). In such event, all finished or unfinished Work Products shall be provided to SCAG.
- c. Termination for Cause. If through any cause, either Party shall fail to timely and adequately fulfill its obligations under this MOU, or if either Party violates any of the covenants, terms, or stipulations of this MOU, the non-breaching Party shall thereupon have the right to terminate the MOU by giving not less than ten (10) calendar days written notice to the breaching Party of the intent to terminate and specifying the effective date thereof. The non-breaching Party shall provide a reasonable opportunity for the breaching Party to cure prior to termination. In no event shall such opportunity to cure extend beyond the term of the MOU. In the event that SCAG invokes this termination for cause provision, Sub-Recipient shall reimburse SCAG for all funds provided for the Projects and all finished or unfinished Work Products shall be provided to SCAG at its option.

18. Records Retention

- a. Sub-Recipient and its Consultant(s) shall maintain and make available, in accordance with Section 19 of this MOU, all source documents, books and records connected with the Projects, documentation of its normal procurement policy and competitive procurement bid process and completed procurements related to the Projects, all work performed under this MOU, all evidence of environmental clearance, and evidence demonstrating the funding was used for the appropriate purposes for a minimum of five (5) years after all Grant Funds have been expended. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.
- b. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, all records shall be retained and made available by Sub-Recipient and its Consultant(s) for five (5) years after: (a) the conclusion or resolution of the matter; (b) the date an audit resolution is achieved for each annual SCAG OWP; or (c) all Grant Funds have been expended, whichever is later.

19. Monitoring and Audits

- a. SCAG may monitor expenditures and activities of Sub-Recipient and its Consultant(s) as SCAG deems necessary to ensure compliance with the MOU, the Statutes, the REAP 2.0 Guidelines and the Program Guidelines.
- b. At any time during the term of this MOU, SCAG, HCD, the California Department of General Services, the California Bureau of State Audits, or their designated representatives may perform or cause to be performed a financial audit of any and all phases of the Projects. At their request, Sub-Recipient shall provide, at its own expense, a financial audit prepared by an independent certified public accountant.
- c. Sub-Recipient agrees that SCAG, HCD, the California Department of General Services, the California Bureau of State Audits, or their designated representatives shall have the right to review, obtain, and copy all records and supporting documentation related to the performance of this MOU. Sub-Recipient agrees to provide any relevant information requested. Copies shall be made and furnished to SCAG upon request at no cost to SCAG.
- d. Sub-Recipient agrees to permit SCAG, HCD, the California Department of General Services, the California Bureau of State Audits, or their designated representatives access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this MOU, the Statutes, the REAP 2.0 Guidelines, or applicable state and federal laws, rules, and regulations.
- e. If there are audit findings from SCAG or HCD's audit, Sub-Recipient must submit a detailed response acceptable to SCAG or HCD for each audit finding within ninety (90) days of the audit finding report.

20. Small Business and Disabled Veteran Business Enterprise Participation

- a. If for this MOU Sub-Recipient made a commitment to achieve small business participation, then Sub-Recipient must within 60 days of receiving final payment under this MOU (or within such other time period as may be specified elsewhere in this MOU) report to SCAG the actual percentage of small business participation that was achieved. (Gov. Code § 14841.)
- b. If for this MOU Sub-Recipient made a commitment to achieve disabled veteran business enterprise ("DVBE") participation, then Sub-Recipient must within 60 days of receiving final payment under this MOU (or within such other time period as may be specified elsewhere in this MOU) certify in a report to SCAG: (1) the total amount the Sub-Recipient received under the MOU; (2) the name and address of the DVBE(s) that participated in the performance of the MOU; (3) the amount each DVBE received from the Sub-Recipient; (4) that all payments under the MOU have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (M&V Code § 999.5(d); Gov. Code § 14841.)

21. Compliance with Laws, Rules, and Regulations

- a. Sub-Recipient agrees to comply with all federal, state and local laws, rules and regulations applicable to this MOU.
- b. Non-Discrimination/Equal Employment Opportunity
 - i. During the performance of this MOU, Sub-Recipient assures that no person shall be denied the MOU's benefits, be excluded from participation or employment, be denied Project benefits, or be subjected to discrimination based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, under the Projects or any program or activity funded by this MOU, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 U.S.C. §§ 3601-20) and all implementing regulations, the Americans with Disabilities Act ("ADA") of 1990 (42 U.S.C. §§ 12101 *et seq.*) and all applicable regulations and guidelines issued pursuant to the ADA, and the Age Discrimination Act of 1975 and all implementing regulations. Sub-Recipient shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
 - ii. Sub-Recipient shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 *et seq.*), the regulations promulgated thereunder (Cal. Code Regs. tit. 2, § 11000 *et seq.*), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by HCD to implement such article.
 - iii. Sub-Recipient shall permit access by representatives of the Department of Fair Employment and Housing, SCAG, and HCD upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as the Department of Fair Employment and Housing, SCAG, or HCD shall require to ascertain compliance with this Section.
 - iv. Sub-Recipient shall give written notice of its obligations under this Section to labor organizations with which they have a collective bargaining or other agreement.
 - v. Sub-Recipient shall adopt and implement affirmative processes and procedures that provide information, outreach and promotion of opportunities in the Projects to encourage participation of all persons regardless of race, color, national origin, sex, religion, familial status, or disability. This includes, but is not limited to, a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, as required by 24 C.F.R. § 92.351.
- c. Recycling Certification. Sub-Recipient shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to SCAG regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e),

the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code § 12205).

- d. Anti-Trust Claims. Sub-Recipient, by signing this MOU, hereby certifies that if these services or goods are obtained by means of a competitive bid, the Sub-Recipient shall comply with Title 1, Division 5, Chapter 11 of the California Government Code (Gov. Code §§ 4550-4554).
- e. Child Support Compliance Act. If the Grant Funds provided under this MOU are in excess of \$100,000, Sub-Recipient acknowledges in accordance with Public Contract Code 7110, that:
 - i. Sub-Recipient recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
 - ii. Sub-Recipient, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- f. Priority Hiring Considerations. If this MOU includes services in excess of \$200,000, the Sub-Recipient shall give priority consideration in filling vacancies in positions funded by the MOU to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
- g. Loss Leader. If this MOU involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC § 10344(e).)

22. Public Works and Construction

Without limiting the generality of Section 21.a., Sub-Recipient agrees to ensure compliance with all applicable legal authority regarding construction standards and requirements, including but not limited to the following:

- a. Labor Code Requirements
 - i. Sub-Recipient is hereby put on notice that the one or more of the Projects under the MOU may qualify as a public works project and Sub-Recipient will therefore be required to determine whether the Project falls under a classification that would require payment of prevailing wages. Services constituting public works are described in California Labor Code Sections 1720-1861, as may be amended or recodified by legislative action from time-to-time.
 - ii. If a Project qualifies as a public works project, Sub-Recipient shall be the Awarding Body for the public works project and required to comply with all requirements applicable to the Awarding Body.

- iii. If Sub-Recipient or its Consultant(s) will perform services that require payment of prevailing wages, they are required to register with the California Department of Industrial Relations (DIR) in order to be compliant with the law. Neither Sub-Recipient nor its Consultant(s) may work on a public works project without a current and active DIR registration.
- iv. In the event that Sub-Recipient or its Consultant(s) engages in the performance of a public work under this MOU as defined by Labor Code Section 1770 *et seq.*, Sub-Recipient and its Consultant(s) shall be required to cause such employees who are entitled to prevailing wages, to be paid the required wage amounts pursuant to applicable state law. Sub-Recipient and its Consultant(s) shall ensure compliance with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- v. Sub-Recipient further acknowledges that any work that qualifies as a public work within the meaning of California Labor Code Section 1720 shall require Sub-Recipient and its Consultant(s) to comply with the provisions of California Labor Code Sections 1775 *et seq.* Sub-Recipient agrees to ensure compliance with Labor Code Section 1776 regarding retention and inspection of payroll records and noncompliance penalties, Labor Code Section 1777.5 regarding employment of registered apprentices, and Labor Code Section 1813 regarding forfeiture for violations of the maximum hours per day and per week provisions contained in the same chapter.
- b. Sub-Recipient shall comply with all applicable federal, state, and local procurement requirements for public works and construction projects and shall advertise, open bids, award, and approve all construction contracts in accordance with the California Public Contract Code and the California Labor Code.
- c. All construction contracts for the Projects shall be administered and managed by Sub-Recipient. Sub-Recipient shall prepare or have prepared a detailed schedule of performance for the Projects, ensuring that all construction is completed within the timeline allowed by the MOU. Sub-Recipient shall be responsible for requiring the construction contractor to furnish any applicable labor and material bonds and payments and performance bonds naming the Sub-Recipient as obligee, and SCAG as additional obligee, or an insurance policy in lieu of such bonds.
- d. Sub-Recipient agrees to procure any and all permits, licenses and approvals necessary to complete the Projects, including those necessary to perform design, construction, operation and maintenance, and to comply with all California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) requirements applicable to the Projects. Sub-Recipient shall pay all charges and fees and give all notices necessary or incidental to the Projects.
- e. Sub-Recipient shall prepare, or have prepared, all plans, specifications and estimates for the Projects and ensure that the Projects comply with all applicable federal and state accessibility requirements, including but not limited to the Americans with Disabilities Act, including its implementing regulations at 24 CFR Part 8 and any amendments, and California Government Code Section 4450, and applicable requirements and guidance provided in Title 24 of the California Code of Regulations, for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability.

- f. Sub-Recipient shall conduct all necessary due diligence for the Projects, including but not limited to performing necessary environmental assessments/review of environmental hazard reports, conducting engineer/geotechnical review, commissioning title reports to identify and evaluate the condition of title and encumbrances on the subject property, including but not limited to any covenants, conditions and restrictions, determining the entity(ies) with site control, including whether any third parties have ownership or site control rights, and determining the suitability for the Projects.
- g. Sub-Recipient shall ensure any contractors or subcontractors are paid in accordance with applicable laws and regulations.
- h. Sub-Recipient shall comply with the procedure set forth in Public Contracts Code Section 9204 for processing contractor claims, paying undisputed amounts, and requiring mediation of disputed amounts.
- i. Sub-Recipient shall be responsible for ensuring ongoing maintenance of the Projects after completion. SCAG shall not be responsible for ongoing maintenance of the Projects after completion.

23. Conflict of Interest

The Parties shall comply with all applicable federal and state conflict of interest laws, regulations, and policies.

24. Independent Contractor

Sub-Recipient and its Consultant(s) shall be independent contractors in the performance of this MOU, and not officers, employees, or agents of SCAG.

25. Assignment

Neither Party shall assign any rights or interests in this MOU, or any part thereof, without the written consent of each Party to this MOU, which consent may be granted, withheld or conditioned in the consenting Party's sole and absolute discretion. Any assignment without such written consent shall be void and unenforceable. The covenants and agreement of this MOU shall inure to the benefit of and shall be binding upon each of the Parties and their respective successors and assignees.

26. Release of Information

- a. Subject to any provisions of law, including but not limited to the California Public Records Act, any Work Product or materials deemed confidential by either Party shall be held confidential by the receiving Party who shall safeguard such confidential materials from unauthorized disclosure, using the same standard of care to avoid disclosure as the receiving Party treats its confidential information, but in no case less than reasonable care. Nothing furnished to either Party which is otherwise known or is generally known, or has become known, to the related industry shall be deemed confidential.
- b. Sub-Recipient shall not release any information or Work Products to a third party or otherwise publish or utilize any information or Work Products obtained or produced by it as a result of or in

connection with the performance of services under this MOU without the prior written authorization of SCAG, except as provided under this MOU or as required by law (including, without limitation, pursuant to the California Public Records Act).

- c. All public-facing communications materials relating to this MOU or its subject matter shall acknowledge SCAG. Communications materials include, but are not limited to, site signage, printed information materials, print and online publications, websites, advertisements, video, public service announcements, social media postings, events, media advisories, news releases, and all other related materials.
- d. To ensure consistency of public information about SCAG programs and funded work products, Sub-Recipient is required to notify and coordinate with SCAG Project Manager who will coordinate with SCAG's Manager of Media & Public Affairs or a specified designee on any media inquiries or plans for proactively providing information to media outlets.
- e. All communication materials must be provided to SCAG Project Manager prior to completion so that inclusion of this element can be confirmed.

27. Non-Exclusivity

Nothing herein is intended nor shall be construed as creating an exclusive arrangement between SCAG and Sub-Recipient. This MOU shall not restrict SCAG from acquiring similar, equal or like services from other entities or sources.

28. Severability

If any provision of this MOU is held to be illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

29. Survival

The following sections survive expiration or termination of this MOU:

- Section 5 (Funding)
- Section 10 (Work Products)
- Section 12 (Notices)
- Section 13 (Insurance)
- Section 14 (Indemnification)
- Section 15 (Disputes)
- Section 18 (Records Retention)
- Section 19 (Monitoring and Audits)
- Section 21 (Compliance with Laws, Rules, and Regulations)
- Section 22 (Public Works and Construction)
- Section 23 (Conflict of Interest)
- Section 26 (Release of Information)
- Section 31 (Jurisdiction and Venue)

Section 32 (Waiver)

30. Flow-Down Provisions

Sub-Recipient shall include the following provisions in all agreements entered into containing funds provided under this MOU, require the provisions below that survive expiration or termination of this MOU to survive, and shall include a requirement in all agreements that each of them in turn include the requirements in all contracts and subcontracts they enter into to perform work under the Project. SCAG does not have a contractual relationship with Sub-Recipient's Consultants, and Sub-Recipient shall be fully responsible for monitoring and ensuring compliance with these provisions.

- Section 3.c. (Scope of Work and Sub-Recipient's Responsibilities – nexus to REAP 2.0)
- Section 3.e. – 3.g. (Scope of Work and Sub-Recipient's Responsibilities – procurements)
- Section 3.k. (Scope of Work and Sub-Recipient's Responsibilities – penalty of perjury)
- Section 5.e. (Funding – repayment of ineligible costs)
- Section 6 (Invoices)
- Section 7 (Reporting)
- Section 8 (Accounting)
- Section 9 (Allowable Uses of Grant Funds)
- Section 10 (Work Products)
- Section 13 (Insurance)
- Section 14 (Indemnification)
- Section 18 (Records Retention)
- Section 19 (Monitoring and Audits)
- Section 20 (Small Business and Disabled Veteran Business Enterprise Participation)
- Section 21 (Compliance with Laws, Rules, and Regulations)
- Section 22 (Public Works and Construction)
- Section 23 (Conflict of Interest)
- Section 24 (Independent Contractor)
- Section 25 (Assignment)
- Section 26 (Release of Information)

Upon SCAG's request, Sub-Recipient shall provide SCAG a copy of any such agreement.

31. Jurisdiction and Venue

This MOU shall be deemed an agreement under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. Subject to the provisions in Section 15, the Parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought thereunder shall be Los Angeles County, California.

32. Waiver

No delay or failure by either Party to exercise or enforce at any time any right or provision of this MOU shall be considered a waiver thereof of such Party's right thereafter to exercise or enforce each and every right and provision of this MOU. A Waiver to be valid shall be in writing but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

33. Standard of Care

Sub-Recipient and its Consultant(s) shall perform the work required for the Project under this MOU in accordance with generally accepted industry standards, practices, and principles applicable to such work.

34. Force Majeure

Neither Party shall be liable or deemed to be in default for any delay or failure in performance under this MOU or interruption of services resulting, directly or indirectly, from acts of nature, civil or military authority, acts of public enemy, war, strikes, labor disputes, pandemics, or any other similar cause beyond the reasonable control of the Parties, provided that the Party seeking to delay or excuse its performance as a result of such event shall notify the other Party in writing of such circumstances within not more than ten (10) days following the first occurrence of the event forming the basis of the delay or excuse of performance. In the event that the Party seeking to delay or excuse its performance fails to timely deliver the notice described in the previous sentence, then such event shall not relieve the Party from its timely performance.

35. Entire MOU

This MOU, comprised of these terms and conditions, the attached exhibits, and any properly executed amendments, represents and contains the entire agreement of the Parties with respect to the matters set forth herein. This MOU supersedes any and all prior negotiations, discussions and, if any, previous agreements between the Parties with respect to the matters set forth herein.

36. Execution

This MOU, or any amendments related thereto, may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. The signature page of this MOU or any amendments may be executed by way of a manual or authorized digital signature. Delivery of an executed counterpart of a signature page to this MOU or an amendment by electronic transmission scanned pages shall be deemed effective as a delivery of a manually or digitally executed counterpart to this MOU or any amendment.

37. Effective Date

This MOU shall be effective as of the last date on which the document is executed by all Parties.

38. Authority

Sub-Recipient warrants and certifies that it possesses the legal authority to execute this MOU and to undertake the Projects, and, if applicable, that a resolution, motion, or similar action has been fully adopted or passed, as an official act of Sub-Recipient's governing body, authorizing receipt of the Grant Funds, and directing and designating the authorized representative(s) of Sub-Recipient to act in connection with the Projects and to provide such additional information as may be required by SCAG.

**SIGNATURE PAGE TO
MEMORANDUM OF UNDERSTANDING
No. M-0XX-25**

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be executed by their duly authorized representatives as of the dates indicated below:

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (“SCAG”)

By: _____
Cindy Giraldo
Chief Financial Officer
Date _____

APPROVED AS TO FORM:

By: _____
Jeffery Elder
Chief Counsel
Date _____

xxx (“Sub-Recipient”)

By: _____
Name
Title
Date _____

APPROVED AS TO FORM:

By: _____
Name
Title
Date _____

5. EV Charging Study

Scope Review

Discussion

6. ICTC Updates

Presented by ICTC Staff



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

Memorandum

Date: September 3, 2024
To: ICTC Commission Members
From: David Aguirre, Executive Director
Re: Executive Director's Report

The following is a summary of the Executive Director's Report for the ICTC Commission meeting on September 25, 2024.

- 1) **Active Transportation Program, Cycle 7:** The California Transportation Commission (CTC) has released the Active Transportation Program (ATP) guidelines as of March 22, 2024. Approximately \$568 Million funding will be available for fiscal years 2025/26 through 2028/29 statewide. **Applications were due to the CTC by June 17, 2024.** Imperial County applicants were asked to submit a copy of their applications to the Imperial County Transportation Commission (ICTC). For a copy of the adopted ATP guidelines please refer to Active Transportation Program Guidelines directly at: <https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/active-transportation-program/cycle7>.

In addition, only applicants that submit applications to the statewide ATP will be eligible for Regional ATP funds. Imperial County anticipates approximately \$1.1 million in ATP Cycle 7 Regional Funds will be available for all applicants that are not successful in the statewide call. There might also be additional funding available for quick build type projects. ICTC staff have developed an ATP factsheet for reference to both funding opportunities. Also, the Regional Active Transportation Plan adopted by ICTC is a valuable resource for agencies seeking funding through ATP Cycle 7. The document outlines priorities for each jurisdiction within Imperial County and was developed with significant input from the public. This input likely reflects the needs and preferences of the local community, making it a valuable tool for agencies seeking to align their grant proposals with the region's priorities. The ATP document is on the ICTC website at https://www.imperialctc.org/assets/documents/transportation-plans-and-studies/ICTC-ATP_Final-Document_2022.02.28_Reduced-Size.pdf

ICTC received correspondence indicating five (5) applications for the Imperial County Region. Applications were submitted by the City of El Centro, Imperial County Office of Education, Heber Public Utility District, City of Calipatria and City of Holtville.

As a result of the State of California's budget deficit the ATP program overall funding was reduced significantly. Funding was anticipated to be \$568 Million overall but was ultimately reduced to approximately \$168 Million. Also, because of the budget deficit and associated cuts, the anticipated Imperial County Regional Share was reduced to approximately \$300k. More information is to come pertaining to State and Regional Share awards.

- 2) **2024 Local Partnership Program, Cycle 5:** *The Road Repair and Accountability Act of 2017 (Senate Bill 1) created the Local Partnership Program (LPP) as a program to reward and incentivize local or regional transportation agencies that have sought and received voter approval of taxes or that have imposed fees, which taxes or fees are dedicated solely for transportation improvements. The program is implemented by the California Transportation*

Commission (CTC). The CTC adopted the 2024 LPP Program Cycle 5 Guidelines on August 15-16, 2024. As a result of the adoption of the Cycle 5 Guidelines the Call for Projects has opened. The LPP Grant funds require a one-to-one match. The Imperial County Region’s estimated allocation amount for FY 2025/26 is \$524million and \$520 million for FY2026/27 for a total of \$1,044 million. There is also a competitive program that is administered by the CTC. Guidelines for the program can be found at <https://catc.ca.gov/-/media/ctc-media/documents/programs/senate-bill-1/2-bi-4-12-draft-2024-lpp-competitive-guidelines-red-line-v8.pdf>

In the past call for projects, ICTC staff proposed options to TAC members for the distribution of the LPP funds. The distribution calculations proposed were Option 1- Population and Maintained Mileage Based Distribution and Option 2- Using a Flat Distribution in addition to Population and Maintained Mileage Distributions. The proposed distribution is similar to the Local Transportation Authority (LTA) formula distribution.

On August 22, 2024, the TAC committee members reviewed and ultimately recommend Option 2 to be forwarded to the Commission for approval and to authorize ICTC to open the Call for Projects for the Local Partnership Formulaic Program Cycle 5. On August 28, 2024, the Commission approved TACs recommendation. **The Competitive Call for Projects for the CTC opened on August 16, 2024, with a deadline of November 20, 2024. There is also a competitive call for projects that is open for submittal directly to the CTC.**

- 3) **ICTC/IVT Operations and Maintenance Facility:** ICTC staff has engaged with the proposed property owner’s representative about ICTC’s interest in the property. ICTC has also communicated with the city of El Centro regarding action items that would need to take place to facilitate the goal of the project. ICTC has also communicated with grant agencies and our Zero Emission Bus Plan engineering consultant to develop a preliminary site plan of the proposed improvements. Next steps include executing a Letter of Intent with the property owner, continuing coordination with the city of El Centro, and to begin conducting the required environmental studies like a Phase 1 Site Assessment. ICTC will also continue to work on grant opportunities to fund the acquisition of the property. **The preliminary site plan has been prepared and will be shared with the commission. ICTC was recently informed that it had received a funding commitment for the completion of the design/environmental phases of the project.**
- 4) **Niland Bus Stop Implementation and Improvements:** ICTC staff has evaluated a few locations that may be suitable to integrate a potential bus stop. ICTC will continue to evaluate proposed locations and look for opportunities to potentially integrate the additional stop into its existing route.
- 5) **Community Project Funding/Congressionally Directed Spending (CPFCDs):** ICTC recently received an award of 4.1 million dollars to be utilized towards the Calexico Intermodal Transportation Center Project. The project has already received awards from the RAISE, ATP and REAP 2.0 programs. We would like to thank our local, State and Federal Partners and Congressman Raul Ruiz for their continued support of the project, ICTC and the Imperial County. ICTC would also like to congratulate the cities of Imperial and El Centro, the County of Imperial and the Imperial Irrigation District on their awards. *ICTC will continue to work with all the awardees to ensure that their projects are programmed to enable the use of the project funding.*
- 6) **Surface Transportation Block Grant Program (STBG), Carbon Reduction Program (CRP) and Congestion Mitigation and Air Quality Program (CMAQ) 2024 Call for Projects – FFY 2023-2024 to FFY 2025/2026:** The STBG, CRP and CMAQ Call for Projects began on November 9, 2023. Applications were due on Friday, January 26, 2024, at the ICTC office. All agencies were provided guideline documentation were encouraged to submit potential projects.

Program	Applicants	Total Value Requested by All Applicants
CMAQ	City of Imperial	\$388,000
STBG	City of Imperial, City of Brawley and City of El Centro	\$2,416,000
CRP	ICTC – City of Imperial	\$1,083,000

Due to the number of projects submitted, ICTC was able to evaluate all projects internally without utilizing the normal process which involves all cities participating in the scoring and ranking process. ICTC recommended projects to SCAG as part of the final submittal process. SCAG recently approved the list of projects anticipated to receiving funding. The project list is as follows:

Program	Applicants	Total Value Requested by All Applicants
CMAQ	City of Imperial – Aten Blvd Sidewalk Installation Phases 1 through 3	\$388,000
STBG	City of Imperial – P Street Rehab	\$519,000
STBG	City of El Centro – S. Imperial Avenue Utility Relocations	\$520,000
STBG	City of Brawley – Western Avenue Improvements	\$599,000
CRP	ICTC – EV Charger Study	\$150,000
CRP	City of Imperial – EV Charger Installation Phases 1 and 2	\$622,000

ICTC staff will be working with local agency staff and programming all approved projects in the Federal Transportation Improvement Program (FTIP). *Several projects have already started development for use of the grant funds.*

- 7) **Imperial Valley Transit and Associated Services Operations and Maintenance Request for Proposals:** *ICTC's existing agreement with its current operator (Transdev) has concluded. As required by federal law, ICTC issued a Request for Proposals (RFP) to qualified transit operations and maintenance operators. The RFP was issued on February 16th, 2024. The new agreement will be for a 5-year fixed period with two additional single-year options. ICTC received multiple responses to its RFP and ultimately ICTC awarded the agreement to Transdev, services continue to be provided and ICTC Staff is working with Transdev staff to strategically improve services.*
- 8) **Imperial County EV Charging Infrastructure Feasibility Study** – ICTC recently submitted a grant application under the Carbon Reduction Program (CRP) to prepare a Countywide EV Charging Infrastructure Feasibility Study. The project will aim to identify strategic locations within the county for EV Charging Infrastructure. Caltrans is currently developing a similar project for locations along State facilities. ***Staff is currently working on the development of the Scope of Work for the project to proceed to the issuance of a Request for Proposals. Staff is anticipating reviewing the proposed SOW with the ICTC TAC to obtain additional feedback.***
- 9) **Calexico East Port of Entry Bridge Widening Project:** The Project proposes to widen the bridge over the All-American Canal at the U.S./Mexico border approximately 0.7 miles south of State Route (SR) 7. The project proposes to widen the existing structure by adding four lanes: Two New Northbound Auto Lanes and Two New Northbound Commercial Vehicle Lanes. In May 2018, Caltrans and ICTC received \$3,000,000 from the California Transportation Commission and the Trade Corridor Enhancement Program (TCEP) to complete the Project Approval and Environmental Document (PA/ED) for the project. In June 2018, Caltrans completed a Project Initiation Document (PID). In Fall of 2018, the PA/ED phase was initiated by Caltrans, technical studies for the National Environment Policy Act (NEPA) document under Caltrans as the NEPA lead are in progress and is scheduled for completion in May 2020. In December 2018, ICTC was awarded \$20 million under the U.S. Department of Transportation's BUILD discretionary grant program to complete the Design-Build construction phase. ICTC subsequently received TCEP in the amount of \$7.4 Million for construction efforts. The design portion of the project is complete. The project construction is underway, and construction was anticipated to be completed at the beginning of 2023 but suffered delays due to the issuance of the presidential permit. Approximately 87% of construction efforts have been completed. The project was temporarily placed on hold for 6 months due to the issuance of the presidential permit to relocate the border fence. The Presidential Permit was received on July 7, 2023. On November 15, 2023, GSA, ICTC, and regional partners celebrated the completion

of Stage 1 of the project with a Ribbon Cutting celebration. ICTC Executive Director David Aguirre led the ceremony. Speakers included ICTC Chair Mike Goodsell, CBP Calexico Port Director Roque Caza, GSA Pacific Rim Region Public Buildings Service Deputy Regional Commissioner Amanda Sweeney, FHWA Senior Project Engineer Tay Dam, Caltrans District 11's South County and Trade Corridor Director Nikki Tiongo, CTC Commissioner Clarissa Reyes Falcon, and Head Counsel of the Mexican Consulate in Calexico Tarcisio Montes de Oca. The event concluded with the anticipated Ribbon Cutting followed by media opportunities. For additional information regarding this project visit the ICTC website at: <https://www.imperialctc.org/projects/calexico-east-port-of-entry-bridge-expansion>. *Stage 3 of the project which consists of the completion of the improvements to the passenger vehicles lanes is now complete. Stage 4 of the project is now complete which consists of the retrofit activities and roadway striping. The final project improvements which consisted of the reinstallation of new bolts under the existing bridge section was completed in early August 2024. The project construction efforts are now complete, and the project is now in closeout phase.*

- 10) **Imperial Mexicali Binational Alliance (IMBA):** An IMBA meeting and strategic planning session was held in the City of Mexicali's Preparatoria y Universidad 16 de Septiembre, on January 16, 2024. At the strategic planning meeting, the committee developed the schedule for the year. The following are the remaining dates scheduled for IMBA in 2024.
 - *November 14th (Strategic Planning and IMBA meetings) – Imperial County*
- 11) **Imperial Valley Transit (IVT) FREE FARES PROGRAM:** On August 7, 2020, the Imperial County Transportation Commission (ICTC) announced the implementation of a Free Fares Program for various Imperial Valley Transit (IVT) services. Eligible services include IVT Fixed Route, IVT Circulators (Blue, Green and Gold Lines), IVT ACCESS and IVT RIDE (EL Centro, Imperial, Heber, Brawley, Calexico, Westshores). All passengers are eligible to benefit from the Free Fares Program. The fares are subsidized by a State of California grant and fare contributions to IVT RIDE passengers by the County of Imperial's Area Agency for the Aging (AAA). *ICTC was able to secure a new grant to provide free fares for all its transit programs. Due to the previous labor issues, ICTC implemented free fares for all services to assist with the inconvenience to the public. The labor issues have since been resolved but ICTC will continue to offer free fares to the public until further notice. ICTC was also able to secure a second grant to provide free fares for all services with the exception of the Calexico On Demand service. The free fares program ended in June with existing fares being re-implemented on July 1, 2024. A formal public hearing was held on March 27, 2024, prior to the Commission Meeting.*
- 12) **IVT Ride Potential Service Modifications:** IVT Ride is a dial-a-ride service that is available to seniors (55 years of age or older) and persons with disabilities in the communities of Calexico, Heber, El Centro, Imperial and Brawley. The service primarily operates in an intracity capacity with the exception of the communities of El Centro, Imperial and Heber and the Westshores service which travels to the city of Brawley or the Coachella Valley. The Westshores service is also available to the general public. Due to continuing declining ridership on all IVT Ride services, staff are exploring the possibility of modifying the service to provide trips to the general public but still provide priority to the senior population. The possible modification would enable the service to capture additional passengers and implement a microtransit like service in various communities. The possible modification would also require financial investment in technology and the development of a passenger web and mobile application. Staff anticipates bringing the further evaluated concept to the Management Committee and Commission in the coming months. Staff are also pursuing funding opportunities to facilitate the possible transition of the service. *Staff provided the Commission with a presentation on August 28, 2024, with further details. There was consensus to proceed with the software development and hardware acquisition. This item is on the action calendar in September.*
- 13) **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 private bus companies, taxis and farm labor buses. ICTC previously received a Congestion Mitigation and Air Quality federal program fund to complete the environmental and design plans of the new Calexico ITC. The environmental and design phase has been completed. Right of Way Acquisition is underway. ICTC has already acquired 2 of the required 3 properties for the project. The City of Calexico Council approved the commencement of the eminent domain process for two of the required properties. ICTC was recently awarded multiple grants to complete the required

construction efforts for the project. ICTC received grant awards from the Regional Early Action Planning (REAP) 2.0, Active Transportation Program (ATP) and Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Programs. Due to the anticipated State budget deficit, REAP 2.0 funding may be impacted. SCAG is working to ensure that the REAP 2.0 funding is not negatively impacted. ICTC is working with SCAG to identify possible alternative funding sources in the interim.

It is anticipated that the project will start construction in November/December 2024. The final set of contract documents are being prepared in anticipation of the construction bidding phase.

- 14) **Bus Stop Improvement Project:** Staff are working on developing a bus stop improvement project across multiple cities throughout the county. The project consists of installing various bus shelters and potentially other amenities. ICTC will be coordinating with the various cities to complete the development. *ICTC released the Request for Proposals for design services for the project. ICTC is looking to begin design services soon and have construction take place within FY23-24/FY24-25. The contract was awarded at the April Commission meeting. ICTC has already participated in a kickoff meeting with the consultant and all of the effected agencies. The project design is ongoing and is anticipated to be completed in the next few months. ICTC obtained additional funding to incorporate additional bus stop locations. The new location designs are being incorporated into the overall project design.*
- 15) **Transit Comprehensive Operational Analysis –** Staff was able to secure grant funding to complete a Transit Comprehensive Operational Analysis (COA). The COA is a comprehensive evaluation of ICTC’s existing transit services while also presenting evaluation findings and recommendations to further improvement of ICTC’s existing public transit system. ICTC intends to evaluate all ICTC operated services in addition to incorporating an assessment of the feasibility of intercity passenger rail. *Staff recently released the Request for Proposals to the public and are anticipated to work towards a contract award in September/October 2024. The analysis is anticipated to take a year to complete.*
- 16) **EV Charger Installation Project:** Staff are working on developing an EV charger installation project across multiple cities throughout the county. ICTC will be coordinating with the various cities to complete the development. *It is anticipated that the project will be completed within FY23-24/FY24-25.*
- 17) **2022 Long Range Transportation Plan:** The ICTC in its capacity as the Regional Transportation Planning Agency is responsible for leading the Long Range Transportation Plan (LRTP) in Imperial County. The last update to the LRTP was conducted in 2013. ICTC staff completed a Request for Proposal (RFP) to prepare a full update of the Imperial County LRTP. Michael Baker International was the selected consultant. The process took around 18 months to complete, and included various outreach activities including several pop-up events, technical and stakeholder meetings. The final LRTP document adoption took place in the month of February 2024. The completed document and project listings are posted on the ICTC website for review and download, at <https://www.imperialctc.org/publications-and-reports/transportation-plans-and-studies>.
- 18) **Forrester Road Project Study Report (PSR):** Caltrans District 11 has been working on a project report on behalf of ICTC. The PSR will analyze safety and operation improvements along Forrester Road between I-8 and SR86/SR78. Other improvements include the Westmorland bypass. A meeting to discuss the draft PSR took place at the ICTC offices on Wednesday, March 29, 2023, at 9 a.m. Further updates to the PSR are anticipated along with additional meetings to discuss the updated PSR. *The updated PSR was recently completed, and the PSR was presented to the management committee and will be presented to the commission in September.*
- 19) **Calexico Microtransit Service – Calexico On Demand:** ICTC submitted a grant application for the Clean Mobility Options (CMO) program in October of 2020. The grant application was submitted to provide a clean energy microtransit service in the city of Calexico. In early 2021, ICTC was notified of its grant award of \$1 Million to fund the pilot microtransit service. The microtransit service will operate as an on-demand service available to provide trips to the general public within the boundaries of the city of Calexico. The award required that ICTC fund and operate the service for a minimum of 4 years. ICTC partnered with Via Transportation, an experienced transportation operator to operate the service. ICTC and Via began the development of the project including service criteria, marketing information, and operational criteria. ICTC obtained approval from the

CMO program to commence the service. ICTC kicked off the service on January 9th, 2023, and intends to have a formal event to celebrate the kickoff of the service as soon as approval is received by the CMO. The service was free for all passengers until February 9th, 2023. Further information about the service can be viewed on the website: <https://city.ridewithvia.com/calexico-ondemand>. *The service has averaged 180 passengers per day since the removal of the free fares and has been well received. ICTC has been working with CMO to obtain additional funding for the project. ICTC was awarded an additional \$500,000 to be utilized for operations of the service and additional service hours. The contract amendment with the operator was approved at the June 23, 2024, meeting. ICTC is anticipating securing two additional grants to help support the project. ICTC also received additional funding to further continue the service beyond year two of operations.*

- 20) **State Route 86 (Northbound) Border Patrol Checkpoint:** 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. Following our ICTC Board meeting in late September 2020, ICTC has initiated a traffic study as required by Caltrans. Design work has been delayed due to Border Patrol's concern related to their ability to provide additional funding necessary to meet their operational requirements. On Wednesday, March 17, 2021, ICTC received confirmation from Border Patrol Headquarters in Washington D.C. that they wish to proceed with the original Canopy Design that is similar to Interstate 8 Pine Valley Checkpoint.

As discussed, and confirmed with Border Patrol, ICTC will only provide the remaining funds we had available (February 2021) of approximately \$1.3 million to complete the traffic study, 100% design plans, and construction of the canopy, lighting related to the canopy, and traffic related improvements required by Caltrans. Border Patrol is committed to paying for all other construction-related costs and Border Patrol will lead the construction contract. Border Patrol, Caltrans and ICTC are having weekly meetings toward completing design plans. CBP will be working with Caltrans to obtain environmental clearance once funding for construction is obtained. The improvement plans have been prepared in final draft form and have been submitted to Caltrans for review. Caltrans has provided review comments on the project improvement plans. ICTC will work with the design engineer to complete the required updates. Environmental studies and Caltrans submittal are pending submittal by CBP.

- 21) **Bus Stop along Cole Road west of Highway 111 in the City of Calexico:** *ICTC received a request through its Unmet Transit Needs Public Hearing Process asking for the installation of bus stop improvements along Cole Road west of Highway 111 in the City of Calexico. ICTC and the City of Calexico were able to work together to have the bus shelter and associated infrastructure improvements installed. The bus stop is now open for public use.*
- 22) **Clean California Bus Stop Improvement Project:** Through Clean California Round 1 Funding, Caltrans was able to secure funding to complete bus stop and shelter improvements in the communities of Niland, Calipatria, Brawley and Holtville along various state routes. Caltrans, ICTC and the communities worked together to identify locations, in addition to reviewing possible secondary amenities such as trash enclosures. Construction activities for the new bus stop improvements began on March 13, 2023. The project bus stop improvements were completed in November/December 2023. The final set of bus stop improvements were completed in the city of Brawley in late March/early April 2024.
- 23) **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 six additional northbound privately-owned vehicle (POV) inspection lanes, permanent southbound POV inspection, expanded secondary inspection and adding a pre-primary canopy, new administration building, and employee parking structure. *Funding for phase 2B was awarded in the amount of \$103.4 million. Work for phase 2B will include demolition of the old port building and construction of the new pedestrian building. The total estimated investment for the Calexico West POE improvements is \$416.2 million.*

Construction efforts for the West Port of Entry began in September 2022. GSA recently awarded a new contract for the construction efforts associated with the new pedestrian crossing facility.

- 24) **Regional Active Transportation Program:** ICTC staff has been working with staff from the Southern California Association of Governments (SCAG) in the development of the Active Transportation Program (ATP) guidelines. The ATP is funded from various federal and state funds including the federal Transportation Alternatives Program (TAP), the Highway Safety Improvement Program (HSIP), State Highway Account, and Safe Routes to Schools (SR2S). The approved California Transportation Commission 2023 ATP (Cycle 6) program guidelines divide the funds into state and regional shares. State funds are available through a competitive application process. Applicants that are unsuccessful at the state level are considered for regional funds. Regional ATP funds are administered by the Metropolitan Planning Organizations (MPO). SCAG is Imperial County’s MPO. Per SCAG’s 2023 ATP Regional Guidelines, county transportation commissions may assign up to 20 points to each statewide project application deemed consistent and meeting eligibility requirements. ICTC staff has completed the adoption process of the scoring methodology. ICTC staff received state scoring of ATP applications from Imperial County and presented staff recommendations to TAC members on December 15, 2022. Projects are underway at various stages by the agencies. Staff recommendations were approved at the January Commission meeting. See the table below for further information.

Regional ATP Projects		
Agency	Project Name	Total ATP Funds Requested
City of Calipatria	Bonita Place Pedestrian Safety Project	\$997,000
City of El Centro	Pedestrian Improvement Project – various locations on Main Street	\$1,200,000
ICTC	Pedestrian Improvements for the Calexico Intermodal Transportation Center	\$1,073,000
TOTAL Regional ATP funds		\$3,270,000

- 25) **Orchard Road & SR115 Traffic Concept Report:** During the Commission meeting of September 2022, the Commission asked ICTC staff to follow up on the SR 115 Transportation Concept Report (TCR). ICTC staff has conducted meetings with Caltrans and County Public Works staff during the week of October 17th. ICTC staff in partnership with County and Caltrans staff are continuing discussions for short term options to deter trucks from using Orchard Road. The parties are also expected to discuss long term options as well. More information will be shared as discussions continue.

- 26) **San Diego & Imperial Counties Sustainable Freight Strategy:** San Diego Association of Governments (SANDAG) and ICTC received a Caltrans Sustainable Transportation Planning Grant for a Sustainable Freight Implementation Strategy for both counties. The goal with the strategy is to help transition the freight sector in San Diego and Imperial Counties to sustainable technologies, operations, infrastructure over the next 30 years. The strategy will systematically implement multimodal freight projects and policies, seek to pilot innovation technologies, create a workforce development toolkit, and identify potential funding sources for implementation. The area of study includes communities adjacent to major freight infrastructure in San Diego and Imperial Counties. Environmental justice areas, as defined by AB617, will be a particular focus and include the Portside Environmental Justice Communities, the International Border Community, and Calexico-El Centro-Heber corridor. This plan kicked off in February 2022 and is expected to be completed March 2024. Public engagement has been instrumental in the creation of this strategy, participants of Imperial County have included County Public Works department, Work Force Development, Comité Civico del Valle, Imperial Valley Economic Development Corporation, among others. Strategy outcomes are scheduled to be presented to SANDAG and ICTC groups as well as community organizations such as IMBA and AB617 meetings starting in June in Imperial County.

- 27) **State Route 98 Widening from Ollie to Rockwood:** As part of the Calexico West POE Expansion project, SR-98 and Cesar Chavez Boulevard were 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, and the Cesar Chavez Blvd. Widening was completed in October 2019. Caltrans has completed the design and right of way phase for SR-98

Widening between Rockwood Avenue and Ollie Avenue. On June 24, 2020, CTC authorized construction funding. The total project cost is estimated at \$7 million using a combination of 2016 Earmark Repurposing, Demonstration, Traffic Congestion Relief, ICTC and local funds. The construction start date was delayed due to environmental impacts and other utility projects in progress within the project area. Construction of the project began on August 6, 2021. The existing contractor of the project has been removed. Caltrans has secured a new temporary contractor to complete the project improvements from Ollie Avenue to Highway 111. Caltrans completed Phase 1 in late November. *Phase 2 of the project commenced on January 9th, 2023. The portion of the project that consisted of the north side of Highway 98 between Highway 111 and Ollie Avenue has been completed. Caltrans recently completed the southeast/northeast side of Highway 98 between Highway 111 and Rockwood Avenue.*

28) **State and Federal Local funding Obligations:** Projects programmed in Federal Fiscal Year (FFY) 2019/2020 were fully obligated according to Caltrans Local Assistance. Beginning October 1, 2020, agencies can move forward with request for authorization (RFA) for Congestion Mitigation Air Quality (CMAQ), Surface Transportation Block Grant program (STBG) programmed in FFY 2020/2021. Other state funding also included in the Federal Transportation Improvement Program (FTIP) include the Active Transportation Program (ATP).

29) **State Legislation for Transportation Funding – SB 1 Road Maintenance and Rehabilitation Account (RMRA):** *According to the California League of Cities, overall local streets and roads allocations to cities and counties from the Highway Users Tax Account (HUTA) and the Road Maintenance and Rehabilitation Account (RMRA) are projected to climb 14.8% in the current fiscal year, 2021-22, above last year, reflecting a rebound from peak impacts of the pandemic in 2020. For the budget year 2022-23, allocations are projected to grow 10.8% over the current year. This presumes that if the scheduled July 1 cost-of-living fuel tax increase is suspended, the Legislature will backfill any revenue impacts to local governments as leaders have pledged. The estimates are based on new statewide tax revenue estimates released by the California Department of Finance with the Governor’s 2022-23 Proposed Budget. The county estimates were prepared in collaboration with the California State Association of Counties.*

For RMRA remittance advice by cities visit: https://www.sco.ca.gov/ard_payments_rmra_cities.html

For RMRA remittance advice by counties visit: https://www.sco.ca.gov/ard_payments_rmra_counties.html

30) **Funding Opportunities:**

- **LPP Cycle 5 Call-for-Projects:** *LPP Cycle 5 is expected to include about \$72M/per year made up of Federal and State funding. The funding/programming years include the 25/26 and 26/27 fiscal years.*
 - *Schedule and major milestones can be found at: <https://catc.ca.gov/-/media/ctc-media/documents/programs/senate-bill-1/2-bi-4-12-draft-2024-lpp-competitive-guidelines-red-line-v8.pdf>*
- *For a complete list of California specific grant opportunities go to <https://www.grants.ca.gov/>.*
 - *[Fiscal Year \(FY\) 2023 through FY 2026 Bridge Investment Program, Planning and Bridge Project Grants](#)*
- *For a complete list of federal transportation grant opportunities go to <https://www.transportation.gov/bipartisan-infrastructure-law/key-notice-funding-opportunity>.*

31) **Meetings/trainings attended on behalf of ICTC Executive Director and staff:**

- August 27, 2024 – M21 Closing Session Prep Meeting
- August 27, 2024 – Webinar: 2024 Annual NTD Reporting Clarifications (attended by Michelle Bastidas)
- August 28, 2024 – ICTC Commission/IVRMA/LTA Meetings at the ICTC office and via Zoom.
- August 29, 2024 – Quarterly Meeting Ops, Safety, Dispatch, and Maintenance (attended by Gustavo Gomez and Priscilla Baca)
- August 30, 2024 – Call Box Ride along on I-8 (attended by Marlene Flores and Esperanza Avila)
- August 30, 2024 – PCIDSS at Dispatch (attended by Katie Luna and Priscilla Baca)
- September 3, 2024 – M21 Summit Planning Committee Meeting
- September 4, 2024 – SSTAC Meeting at the ICTC office and via Zoom
- September 4, 2024 – City of Calexico Council Meeting (attended by David Aguirre)

- September 5, 2024 – SCAG Regional Council meeting in Los Angeles (attended by David Aguirre and Commissioner Mike Goodsell)
- September 5, 2024 – Ride Along 2 North & 2 South (attended by Priscilla Baca)

7. Caltrans Updates/ Announcements

Presented by Caltrans Staff

DISTRICT 11 LOCAL ASSISTANCE ENGINEER (DLAE) UPDATE

October 4, 2024 – Deadline for California Transportation Commission (CTC) Requests

Please see link below to review the schedule of deadlines and prepare requests for California Transportation Commission (CTC) approval during the December 5-6, 2024, CTC meeting – <https://dot.ca.gov/-/media/dot-media/programs/financial-programming/documents/proposed-2024-draft-prep-external-063024.pdf>

When possible, do not wait to submit requests, Caltrans District 11 must receive all documents at least two months prior to the desired CTC meeting date.

Friday, **October 4**, 2024, is the final deadline (for that December 5-6, 2024, CTC meeting).

For assistance, please call the Caltrans District Local Assistance Engineer, Bryan Ott: 619-985-5440.

Bridge Investment Program (BIP)

The Bridge Investment Program is a competitive, discretionary program that focuses on existing bridges to reduce the overall number of bridges in poor condition, or in fair condition at risk of falling into poor condition.

The deadlines for applications to be submitted via [Grants.gov](https://www.grants.gov) are:

Fiscal Year BIP Funding	Planning Application Deadline	Bridge Project Application Deadline
FY 2025	October 1, 2024	November 1, 2024
FY 2026	October 1, 2025	November 1, 2025

The deadline for **Large Bridge Project Grant Applications** to be uploaded to [Grants.gov](https://www.grants.gov) is August 1, 2025, for consideration of FY 2026 funds.

Further details are available at this link – [BIP - Funding Programs - Management and Preservation - Bridges & Structures - Federal Highway Administration \(dot.gov\)](#)

U.S. Department of Transportation Grant Opportunities

The USDOT website provides a DOT Discretionary Grants Dashboard, which is a great tool that your local agency can use to find grant opportunities in various areas such as: Strengthening Mobility and Revolutionizing Transportation (SMART), Rural Opportunities to Use Transportation for Economic Success (ROUTES), and Federal Transit Administration (FTA) grant programs, just to name a few. In the link provided below, you can filter for your agency specifics to narrow down grant opportunities. Directions, deadlines, and links to apply are here – <https://www.transportation.gov/grants>

DISTRICT 11 LOCAL ASSISTANCE ENGINEER (DLAE) UPDATE

Key Notices of Funding Opportunity (NOFO)

In order to provide stakeholders with more visibility on upcoming funding opportunities, DOT is publishing a list of anticipated dates for upcoming Notices of Funding Opportunity (NOFO) for key programs. This list is not comprehensive and will be updated periodically with additional programs and revised dates as appropriate.

A few of the key programs and their deadlines:

* Rebuilding American Infrastructure with Sustainability and Equity (RAISE)

1) FY 2025: 1/13/2025

2) FY 2026: 1/13/2026

Further details are available at this link – [Key Notices of Funding Opportunity | US Department of Transportation](#)

November 21, 2024 – Environmental and Climate Justice Community Change Grant Deadline

The U.S. Environmental Protection Agency (EPA) has a new Environmental and Climate Justice Community Change Grants program (Community Change Grants), announced via a Notice of Funding Opportunity (NOFO), for approximately \$2 billion dollars in Inflation Reduction Act (IRA) funds in environmental and climate justice activities to benefit disadvantaged communities through projects that reduce pollution, increase community climate resilience, and build community capacity to address environmental and climate justice challenges. Applications are now open, which the EPA is accepting on a rolling basis, with grant technical assistance available to applicants. Final deadline to apply is **November 21, 2024**.

<https://www.epa.gov/inflation-reduction-act/inflation-reduction-act-community-change-grants-program>

November 25, 2024 – FHWA Low-Carbon Transportation Materials Funding Deadline

The Federal Highway Administration (FHWA) has released a Low-Carbon Transportation Materials (LCTM) Notice of Funding Opportunity (NOFO). This NOFO is open to eligible local governments, political subdivisions of a State, Federally recognized tribes, Federal Land Management Agencies, Metropolitan Planning Organizations, and special purpose districts or public authorities with a transportation function. The LCTM Program aims to increase use of materials that have “substantially lower levels of embodied greenhouse gas emissions” as defined by the Federal Environmental Protection Agency.

For more information on the LCTM Program, please visit <https://www.fhwa.dot.gov/lowcarbon>

NOFO applications must be submitted to [Grants.gov](#) by November 25, 2024, at 8:59 pm PT.

Title VI Nondiscrimination Program

Local agencies must comply with all Title VI requirements (*LAPM* Section 9.2). Title VI compliance is subject to review at any time.

<https://dot.ca.gov/programs/local-assistance/local-civil-compliance/title-vi>



Disparity Study

2024 Public Engagement Sessions

The California Department of Transportation (Caltrans) has commissioned BBC Research & Consulting (BBC) to conduct a disparity study to understand conditions in the local marketplace and collect information required for Caltrans to establish its next triennial Federal Disadvantaged Business Enterprise (DBE) goal.

All are welcome

We want to hear from you:

- Primes
- Disadvantaged Business Enterprise (DBE)s
- Small Business Enterprises (SBE)s
- Disabled Veteran Business Enterprise (DVBE)s
- Minority / Women-owned business enterprises (M/WBE)s
- Micro businesses

- Learn more about the study
- Tell the BBC study team about your experiences
- Share information to help inform Caltrans' overall DBE and project goals



September 10, 2024

9:30 AM

<https://bit.ly/3YDfC1f>



September 10, 2024

5:30 PM

<https://bit.ly/46CiEFa>



September 17, 2024

9:30 AM

<https://bit.ly/3WKVRTc>



September 17, 2024

5:30 PM

<https://bit.ly/4cqSPt6>



October 1, 2024

9:30 AM

<https://bit.ly/3ywj3w8>



October 1, 2024

5:30 PM

<https://bit.ly/3AgzNbn>



Sessions will be conducted via Zoom with a telephone option. Zoom/call-in information will be provided upon registration.

Register for a session:

<https://bit.ly/3ywT33J>

Learn about the study:

<https://dot.ca.gov/programs/civil-rights/disparity-study>

For questions contact:

Edwin Bragado

Civil Rights & DBE Compliance Analyst
Caltrans Division of Local Assistance/Office of Civil Rights
Phone. 916-907-2155 / Email. Edwin.bragado@dot.ca.gov

Moving Transportation Forward



Upcoming Webinar

- **Local Assistance Day Statewide Webinar - October 30, 2024 - 8:30 - 11:30 am**

Caltrans Local Assistance



Local Assistance Equipment Loan Program



8. SCAG Updates

Presented by SCAG Staff



Memorandum

Date: September 11, 2024
To: ICTC Committee and Management Meeting
From: David Salgado, Government Affairs Officer (GAO)
Re: **Southern California Association of Government’s (SCAG) 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 and Regular Commission meeting for the month of SEPTEMBER 2024.

1. 2024 SOUTHERN CALIFORNIA DEMOGRAPHIC WORKSHOP PROGRAM ANNOUNCED

Register today to join SCAG for the 2024 Southern California Demographic Workshop on Sept. 24 from 9 a.m. to 3 p.m. at the SCAG offices in downtown Los Angeles. Online attendance is also available.

The program will gather local leaders, elected officials, and demographic experts to discuss how changing population growth affects regional planning—from accommodating development to improving quality of life and cultivating the economy.

Morning Panels

- *Demographic Check-Up: The Numbers Behind the Current Growth Outlook*
- *What Does the New Growth Reality Mean for Regions?*
- *Evolving Southern California Neighborhoods*

Keynote Address: Bill Fulton, FAICP, author and leading expert in urban planning and economic development

Afternoon Roundtable Discussions

- *U.S. Census Bureau’s Population Estimates and Projections*
- *Getting to Know the Department of Finance Demographic Research Unit’s Data Hub: Population Estimates, Census Data, School Enrollment, and More*
- *The Neighborhood Data for Social Change Platform*

Registration is open until Sept. 20. For additional details about the event, visit the 2024 Southern California Demographic Workshop website. Please contact update@scag.ca.gov with any questions.

2. SUSTAINABLE COMMUNITIES PROGRAM – ACTIVE TRANSPORTATION AND SAFETY CALL FOR APPLICATIONS GUIDELINES

The Active Transportation and Safety call for applications for the Sustainable Communities Program (SCP) opened on July 8. Eligible project types include community plans, area plans, and quick-build



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

projects. Funded projects will support Connect SoCal 2024’s mobility goal to build and maintain an integrated multimodal transportation network. Available funding in this call for applications is estimated to be \$10.4 million, comprising Active Transportation Program Cycle 7 regional funds and a 2023 Safe Streets and Roads for All federal grant.

The deadline for applications is Sept. 27, and SCAG anticipates announcing application awards in December 2024. To support the application process for eligible applicants, SCAG held an application workshop on July 25, with a second application workshop scheduled for Wednesday, Aug. 7 ([register online](#)). In addition, office hours are available on Mondays and Thursdays during the application period. For more information about the call and to sign up for office hours, visit the [Sustainable Communities Program page](#) on the SCAG website.

3. SCAG PUBLISHES REPORT AND MODEL ORDINANCE FOR BROADBAND PERMIT STREAMLINING

Insufficient broadband infrastructure and permitting challenges continue to complicate efforts to bridge the digital divide. Complex processes, high resource demands, and inconsistent fees impede infrastructure deployment. Lengthy permitting processes increase costs and lead to project delays, which pass costs onto consumers.

To help resolve these challenges, SCAG, in collaboration with the San Diego Association of Governments and with funding from the California Emerging Technology Fund, developed a “[Broadband Permit Streamlining Report](#)” and “[Broadband Permit Streamlining Model Ordinance](#).” The report outlines key challenges and complexities involved in both wireless and wireline broadband deployment. SCAG created a model ordinance based on the report’s findings to offer local jurisdictions options for accelerating permitting processes. Jurisdictions can use this ordinance as a template, either adopting it in full or selecting specific sections to streamline their existing broadband permit processes.

The report and ordinance are available on the SCAG website. For more information regarding the “Broadband Permit Streamlining Report” and “Broadband Permit Streamlining Model Ordinance,” please contact Roland Ok at ok@scag.ca.gov or (213) 236-1819.

4. FEDERAL RECONNECTING COMMUNITIES PILOT PROGRAM OPEN FOR FUNDING

The Notice of Funding Opportunity is now open for the federal [Reconnecting Communities \(RCP\) Pilot Program](#). The funding opportunity is a continuation of two previous rounds of RCP funding condensed into a combined allocation of fiscal years 2024, 2025, and 2026. No further funding is available beyond this cycle, and the application deadline is Sept. 30.

The RCP program funds work to improve access to daily needs, such as jobs, education, healthcare, food, nature, and recreation, fostering equitable development and providing technical assistance to further these goals. **Up to \$607 million is available for planning, capital construction, and technical assistance.** The U.S. Department of Transportation will prioritize grant funding applications that demonstrate the following characteristics:

- Equity and Justice40 (i.e., benefit for economically disadvantaged communities)
- Access
- Facility suitability
- Community engagement and community-based stewardship, management, and partnerships
- Equitable development
- Climate change mitigation and/or adaptation and resilience
- Workforce development and economic opportunity
- Planning integration

SCAG is also committed to advancing this federal initiative through the “Highways to Boulevards Regional Study,” which will identify opportunities to reconnect communities by removing, retrofitting, or mitigating transportation infrastructure, such as highways or railways, that hinder community connectivity, mobility, access, or economic development. Through this study, SCAG seeks to position the region to compete for federal funding while identifying projects that, although not ready to apply, could be compiled into a project list.

5. U.S. ENVIRONMENTAL PROTECTION AGENCY DECISION ENDS POTENTIAL FOR SOUTH COAST HIGHWAY SANCTIONS

On Aug. 15, the U.S. Environmental Protection Agency (U.S. EPA) proposed a finding of failure of the South Coast region to attain the 1997 8-hour ozone standards. This finding of failure will not trigger highway sanctions and will not affect the Connect SoCal 2024 Regional Transportation Plan/Sustainable Communities Strategy, the Federal Transportation Improvement Program, nor any regional transportation projects. In addition, the finding will not trigger new air quality planning requirements for the South Coast region because the 1997 federal ozone standard has been revoked and has been replaced by more stringent standards, namely the 2008 and 2015 federal 8-hour ozone standards.

A previous U.S. EPA proposed disapproval in the South Coast region was collectively resolved in July by the U.S. EPA, the California Air Resources Board, the South Coast Air Quality Management District, and SCAG.

6. SCAG SUBMITS SUSTAINABLE COMMUNITIES STRATEGY TO CALIFORNIA AIR RESOURCES BOARD

As required following adoption of a Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS), SCAG provided a SCS submittal package to the California Air Resources Board (CARB) on July 2. The SCS submittal package includes the quantification of the greenhouse gas emission reductions of the SCS and a “Technical Methodology” explaining how SCAG estimated the reductions.

CARB’s review is limited to acceptance or rejection of SCAG’s determination that its SCS would, if implemented, achieve the region’s greenhouse gas emission reduction target of 19 percent by 2035. This acceptance is important for projects included in Connect SoCal 2024 that seek state funding sources required to be included in an RTP and consistent with an approved SCS. If CARB rejects SCAG’s determination of meeting the greenhouse emission target, SCAG would need to revise the SCS or adopt an alternative planning strategy demonstrating the ability to achieve the target.

CARB has 60 business days (through Sept. 27) to complete the evaluation. Staff anticipates working with CARB to respond to questions and requests for additional information as part of the evaluation period.