



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

**MANAGEMENT COMMITTEE**

**REMOTE PARTICIPATION ONLY**

**Wednesday, October 14, 2020**

**10:30 A.M.**

**CHAIR: MARCELA PIEDRA**

**VICE CHAIR: TYLER SALCIDO**

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Individuals wishing accessibility accommodations at this meeting, under the Americans with Disabilities Act (ADA), may request such accommodations to aid hearing, visual, or mobility impairment by contacting ICTC offices at (760) 592-4494. Please note that 48 hours advance notice will be necessary to honor your request.

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To participate on your computer via Zoom Meeting:

<https://zoom.us/j/97309801015?pwd=WTY5RmRGcUYrV2FYM2tWbGtiT0lDZz09>

To participate by phone:

1 (669) 900-9128

Meeting ID: 973 0980 1015#

Passcode: 867518#

**I. CALL TO ORDER AND ROLL CALL**

**II. EMERGENCY ITEMS**

A. Discussion/Action of emergency items, if necessary.

**III. PUBLIC COMMENTS**

In compliance with the Governor's Order N-29-20, the meeting will be held telephonically and electronically. If members of the public wish to review the attachments or have any questions on any agenda item, please contact Cristi Lerma at 760-592-4494 or via email at [cristilerma@imperialctc.org](mailto:cristilerma@imperialctc.org). Agenda and minutes are also available at: <http://www.imperialctc.org/meetings-&-agendas/management-committee/>.

If any member of the public wishes to address the Committee, please submit written comments by 5 p.m. on Tuesday, October 13, 2020. Comments should not exceed three minutes on any item of interest not on the agenda within the jurisdiction of the Committee. The Committee will listen to all communication, but in compliance with the Brown Act, will not take any action on items that are not on the agenda.

**IV. APPROVAL OF THE ICTC CONSENT CALENDAR**

Approval of the consent calendar is recommended by the Executive Director

- |    |   |                   |            |
|----|---|-------------------|------------|
| A. | Approval of Management Committee Draft Minutes: | July 8, 2020      | Pages 4-17 |
| B. | Receive and File:                               |                   |            |
|    | 1. ICTC Commission Minutes:                     | July 22, 2020     |            |
|    | 2. ICTC TAC Minutes:                            | August 27, 2020   |            |
|    | 3. ICTC SSTAC Minutes:                          | September 2, 2020 |            |

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

**V. REPORTS**

- A. ICTC/LTA/IVRMA Executive Director
  - See attached ICTC Executive Director Report on page 19
- B. Southern California Association of Governments
  - See attached report on page 32
- C. California Department of Transportation – District 11
  - See attached report on page 39
- D. Committee Member Reports

**VI. INFORMATION CALENDAR**

- A. IVRMA Program Report Page 51-64  
Presented by Daveline Villasenor

**VII. ACTION CALENDAR**

- A. Calexico Intermodal Transportation Center (ITC) Architectural and Engineering Services – Change Order – Contract Amendment Page 66

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

- 1. Approve the contract amendment to the Architectural and Engineering Consultant Agreement for the Calexico Intermodal Transportation Center with Psomas in the amount of \$63,437.00 modifying the total contract value to \$621,321.63.
- 2. Authorize the Chairperson to sign the contract amendment.

- B. Engineering Support Agreement between Imperial County Transportation Commission (ICTC) and Jacobs for the Calexico East Port of Entry Bridge Widening Project Page 77

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

- 1. Authorize the Chairman to sign the Agreement between the Imperial County Transportation Commission (ICTC) and Jacobs for engineering support services for the Calexico East Port of Entry Bridge Widening Project

- C. First Extension of the ICTC Lease and Sublease Agreements – 1503 N. Imperial Ave., Suite 104, El Centro, CA 92243 Page 105

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

- 1. Approve the one-year extension plus another one-year extension option of the current lease and sub-lease agreements with Pico Group, LLC for the property on 1503 N. Imperial Ave., Suite 104 in El Centro; and authorize the Executive Director to execute the lease agreement.
- 2. Authorize the Executive Director to sign the sub-lease amendments between ICTC and SCAG with same terms as the original agreement.

**VIII. NEXT MEETING DATE AND PLACE**

- A. The next meeting of the Management Committee is scheduled on **Wednesday, November 18, 2020 at 10:30 a.m.**, via Zoom Meeting at the ICTC Offices at 1503 N. Imperial Ave., Suite 104, El Centro, CA 92243.

**IX. ADJOURNMENT**

- A. Motion to Adjourn

## **IV. CONSENT CALENDAR**

### **IV. CONSENT CALENDAR**

- A. Management Committee Draft Minutes:  
July 8, 2020
- B. Receive and File:
  - 1. ICTC Commission Minutes:  
July 22, 2020
  - 2. ICTC TAC Minutes:  
August 27, 2020
  - 3. ICTC SSTAC Minutes:  
September 2, 2020

**IMPERIAL COUNTY TRANSPORTATION COMMISSION  
MANAGEMENT COMMITTEE  
DRAFT MINUTES OF July 8, 2020  
10:30 a.m.**

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**VOTING MEMBERS PRESENT:**

|                    |                        |
|--------------------|------------------------|
| City of Brawley    | Rosanna Bayon Moore    |
| City of Calexico   | Miguel Figueroa        |
| City of El Centro  | Marcela Piedra         |
| City of Holtville  | Nick Wells             |
| City of Imperial   | Alexis Brown           |
| County of Imperial | Tony Rouhotas          |
| ICTC               | Mark Baza (Non-Voting) |

**STAFF PRESENT:** David Aguirre, Cristi Lerma, Daveline Villasenor

**OTHERS PRESENT:** David Salgado: SCAG; Jose Ornelas, Ben Guerrero, Bing Luu: Caltrans; Liz Zarate: City of El Centro

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The following minutes are listed as they were acted upon by the Imperial County Transportation Commission Management Committee and as listed on the agenda for the meeting held Wednesday, July 8, 2020 together with staff reports and related documents attached thereto and incorporated therein by reference.

**I. CALL TO ORDER AND ROLL CALL**

Chair Piedra called the Committee meeting to order at 10:34 a.m., roll call was taken and a quorum was present.

**II. EMERGENCY ITEMS**

A. There were none.

**III. PUBLIC COMMENTS**

There were none.

**IV. CONSENT ITEMS**

A motion was made by [Rouhotas](#) seconded by [Wells](#) to approve the consent calendar as presented;  
**Motion carried unanimously.**

|    |  |              |
|----|--|--------------|
| A. | Approved Management Committee Draft Minutes: | May 13, 2020 |
| B. | Received and Filed:                          |              |
|    | 1. ICTC Commission Minutes:                  | May 27, 2020 |
|    | 2. ICTC TAC Minutes:                         | May 28, 2020 |

**V. REPORTS**

- A. ICTC Executive Director  
Mr. Baza provided updates from the report on page 16 of the agenda. Ms. Villasenor provided updates from the IVMRA program report on page 22.
- B. Southern California Association of Governments (SCAG)  
Mr. Salgado provided updates from the report on page 28 of the agenda.
- C. Caltrans Department of Transportation – District 11  
Caltrans updates were provided from the report on page 34 of the agenda by Mr. Luu and by Mr. Ornelas.

- D. Committee Member Reports
  - There were no updates.

## VI. DISCUSSION / ACTION CALENDAR

### A. IVRMA Membership Formula Discussion / Action for FY 2020/21

At the Board Meeting on June 24, 2020, the Board approved the IVRMA budget for Fiscal Year (FY) 2020/2021, that included membership fees in the amount of \$298,847.00. It was found that the population formula that determines membership fees currently differs from the formula used by ICTC and ICLTA for their accounting processes. For IVRMA, prison populations for both the City of Calipatria and the County of Imperial have been used to determine membership fees. Concern was expressed by staff that a change should be considered to use population formula similar to that used by ICTC and ICLTA. The attached spreadsheet describes the budget and fee changes to the following options:

- a. Under this option, the new population formula is approved for FY 2021/2022 and beyond; with no changes to the current approved membership fees and budget for current fiscal year 2020/2021.
- b. Under this option, approve modification minus the inmate population to only affect the County of Imperial and the City of Calipatria for this fiscal year. The total budget will decrease to \$289,689.10 for FY 2020/2021; and approve new formula for FY 2021-2022 and beyond. *This option will reduce budget reserve by approximately \$9,158.00.*
- c. Approve new formula and modify redistribution less the inmate population. The proposed change will affect all agencies fees, and total budget will remain the same.
- d. No change to current population formula and budget.

The ICTC Management Committee met on July 8, 2020 and forwarded this item to the IVRMA Board for review and approval, after the receipt of public comment:

- 1. Management Committee recommendation – approve option A: Approve the new population formula for FY 2021/2022 and beyond; with no changes to the current approved membership fees and budget for current FY 2020/2021

A motion was made by [Bayon Moore](#) seconded by [Piedra](#). Roll call was taken:

Brawley – Yes  
Calexico – Yes  
Calipatria – Not present  
El Centro – Yes  
Holtville – Yes  
Imperial – Yes  
Westmorland – Not present  
County of Imperial – No  
County of Imperial – Not present  
**Motion passed.**

## VII. INFORMATION CALENDAR

### A. Tri-ennial Performance Audit Findings, Responses and Action Plan

The State of California requires that Transportation Planning Agencies undergo a performance audit every three years as a result of receiving Transportation Development Act (TDA) funds. The consultant conducted audit focused primarily on administration of the TDA funded

programs and services over a three-year period of time. The six audit documents were for: 1. ICTC 2. Imperial Valley Transit (IVT) 3. IVT ACCESS 4. IVT RIDE 5. IVT MedTrans and 6. Yuma Citizens Area Transit (YCAT) Routes 5 (Blue) and 10 (Turquoise)

The audits noted various findings including those which were noted in the last audit that was completed and the current audit. Staff has already begun to address the findings noted within the audits. The following outlines the findings and ICTC’s responses and plans for action.

| <b>TDA Triennial Performance Audit Findings and Resolutions</b>   |  |
|---|--|
| <b>Finding</b>  | <b>Resolution</b>  |
| Ensure State Controller Reports are submitted in a timely manner.   | ICTC is working with the auditing team to begin and complete required audits and reports.  |
| Ensure the RTPA’s fiscal audits are completed no later than 12 months following the end of the fiscal year.   | ICTC is working with the auditing team to begin and complete required audits and reports.  |
| For any operator using STA funds for operating purposes, ICTC should include the test against the two qualifying efficiency standards as part of the TDA claim process. | The consulting team forwarded a sample spreadsheet to utilize for qualifying calculations. ICTC has completed the necessary calculations and intends to do so moving forward.  |
| Prepare and implement a standardized orientation process for new ICTC Board members.  | ICTC is working towards developing a standardized orientation process for new ICTC Board Members.  |
| Reaffirm ICTC’s definitions of “unmet transit need” and “reasonable to meet” as part of each annual unmet transit needs finding.  | ICTC will implement the reaffirmation of its Unmet Transit Needs definitions and criteria on an annual basis.  |
| IVT should ensure its website is fully usable for monolingual Spanish-speaking individuals.   | ICTC is reviewing any areas where further adjustment can be completed to IVT’s website to further accommodate Spanish speaking individuals.  |
| Identify supplemental local revenues that will bring the farebox recovery ratio up to at least 10 percent – <b>IVT Access</b>   | ICTC is reviewing possible local revenue sources to assist with farebox recovery for all applicable transit services.  |
| Review opportunities for increasing local revenue to boost farebox recovery – <b>IVT Medtrans Service</b>   | In FY 19-20, ICTC reduced the farebox ratio for the Medtrans service to 10% from 15%. ICTC also increased the fare structure for the service to help boost farebox recovery. Staff will continue to monitor and hopes to achieve farebox ratios post the pandemic. |
| Conduct regular passenger surveys to gauge customer satisfaction and service need – <b>IVT Medtrans Service</b>   | ICTC will implement frequent surveys for passengers to gauge customer satisfaction and service need.   |
| Ensure TDA fiscal audits of all IVT operations are completed no later than 270 days following the end of the fiscal year – <b>IVT Ride</b>                              | ICTC is working with the auditing team to begin and complete required audits and reports.  |

**VIII. NEXT MEETING DATE AND PLACE**

The next meeting of the **Management Committee** is scheduled for **September 9, 2020** at the **ICTC Offices and via Zoom Meeting.**

**IX. ADJOURNMENT**

A. Meeting adjourned at 11:22 a.m.



1503 N. IMPERIAL AVE., SUITE 104  
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PHONE: (760) 592-4494  
FAX: (760) 592-4410

**TECHNICAL ADVISORY COMMITTEE**  
**DRAFT MINUTES**

**August 27, 2020**

**Present:**

|                  |                    |
|------------------|--------------------|
| Guillermo Sillas | City of Brawley    |
| Abraham Campos   | City of El Centro  |
| Veronica Atondo  | County of Imperial |
| Jesus Villegas   | City of Imperial   |
| Lily Falomir     | City of Calexico   |

**Others:**

|                     |                     |
|---------------------|---------------------|
| Mark Baza           | ICTC                |
| Virginia Mendoza    | ICTC                |
| Marlene Flores      | ICTC                |
| Michelle Bastidas   | ICTC                |
| David Aguirre       | ICTC                |
| Daveline Villaseñor | IVRMA               |
| David Salgado       | SCAG                |
| Andres Miramontes   | City of Brawley     |
| Gordon Gaste        | City of Brawley     |
| Juan Manuel Cabrera | City of Brawley     |
| Oscar Escalante     | City of Brawley     |
| Ana Gutierrez       | City of Brawley     |
| Rosa Ramirez        | City of Calipatria  |
| Javier Luna         | City of El Centro   |
| Felix DeLeon        | City of El Centro   |
| Catherine Gutierrez | City of El Centro   |
| Othon Mora          | City of Imperial    |
| Isabel Garcia       | City of Imperial    |
| Jose Castaneda      | County of Imperial  |
| Ed Delgado          | County of Imperial  |
| Alex Chavez         | City of Holtville   |
| Kariza Preciado     | City of Holtville   |
| Rachel Fonseca      | City of Westmorland |
| George Galvan       | Holt Group          |

*Due to the COVID-19 and Executive Order N-25-20, teleconferencing is recommended for the public, however measures will be taken to have access for those who wish to participate in person while still abiding by local, state and federal mandates. Following is teleconference information.*

The meeting was called to order at 10:06 a.m. A quorum was present, and introductions were made. There were no public comments made.

1. Introductions
2. A *motion* was made to adopt the minutes for July 23, 2020 (**Campos/Falomir**) **Motion Carried.**
3. **Establish a designated Technical Advisory Committee of the Imperial Valley Resource Management Agency (IVRMA)**

Committee Chair Veronica Atondo called the meeting to order and expressed appreciation for attendance and participation. Virginia Mendoza, ICTC staff, greeted the committee and welcomed everyone to the TAC meeting as well. She provided a brief description of the meeting which is to establish a designated Technical Advisory Committee (TAC) for the Imperial Valley Resource Management Agency.

Daveline Villaseñor, Project Manager for the Imperial Valley Resource Management Agency (IVRMA) greeted the committee. Her greeting further assured the committee of its importance to recommend a dedicated TAC comprised of all eight Jurisdictions, (Brawley, Calipatria, Calexico, El Centro, Holtville, Imperial, Westmorland, County of Imperial - unincorporated cities), and franchised hauler representatives.

The purpose of this new TAC is to create an opportunity for IVRMA, jurisdictions, and franchised hauler representatives to discuss CalRecycle mandates and requirements, monitor compliance and prepare for CalRecycle annual evaluations.

This new TAC for IVRMA will provide guidance on how to evaluate and subdue any challenges the jurisdiction might have. The plan will consist of a flow chart and timeline to follow. Each jurisdiction will be provided with the status and compliance of their city and what step will be taken to maintain or increase their compliance. The ultimate goal is to be prepared for the annual evaluation and increase compliance percentage.

Daveline Villaseñor indicated that this new IVRMA TAC will provide guidance, support, education and outreach on the current and upcoming CalRecycle's mandates and requirements listed below:

- Assembly Bill 341 (AB341) Mandatory Commercial Recycling (MCR)**
- Assembly Bill 1826 (AB1826) Mandatory Commercial Organics Recycling (MORe)**
- Senate Bill 1383 (AB1383) Organic Waste Reduction Programs**
- Assembly Bill 827 (AB827) Mandatory Commercial Organic Bins**

Ed Delgado, Deputy Director of Public Works mentioned that it would be great to have representation from the Local Enforcement Agency (LEA), a branch of the County's Division of Environmental Health. They handle local compliance review of solid waste operations, among other things. He mentioned that the LEA would be a valuable resource for this committee.

Virginia Mendoza provided a Draft IVRMA Contact List. This list will have primary and secondary contact names and numbers from each jurisdiction. The list will be revised and updated by Daveline Villaseñor and will be provided to TAC members.



TAC member Abraham Campos further emphasized the need to establish time and date for these meetings. Abraham Campos proposed to meet every fourth Thursday of the month right before the ICTC TAC meeting starts. It was the consensus of the committee that the IVRMA TAC begin at 8:30 a.m. to 10:00 a.m.

Abraham Campos from the City of El Centro made a motion to approve the new Technical Advisory Committee and Veronica Atondo from the County of Imperial, second that motion.

The first IVRMA TAC meeting will be on September 24, 2020 starting at 8:30 a.m. to 10:00 a.m. Further information in regards to the IVRMA TAC will be distributed by Daveline Villaseñor.

**4. General Discussion / New Business**

Next TAC meeting will be on September 24, 2020 via Zoom.

**5. Meeting adjourned at 10:50 a.m.**



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**SOCIAL SERVICES TRANSPORTATION ADVISORY COUNCIL**

**DRAFT MINUTES**

September 2, 2020

Present

Voting Attendees:

|                      |                                     |
|----------------------|-------------------------------------|
| Ted Ceasar           | Consumer                            |
| Dr. Kathleen Lang    | California Health & Wellness (CH&W) |
| Rosalina Blankenship | Area Agency on Aging (AAA)          |
| Mitzi Perez          | ARC-IV                              |
| Sonia Silva          | Access to Independence              |
| Michelle Soto        | California Children Services-CCS    |
| David Aguirre        | CTSA-ICTC                           |
| Maricela Galarza     | CTSA-ICTC                           |
| Gustavo Gomez        | CTSA-ICTC                           |

Non-Voting Attendees:

|               |                                   |
|---------------|-----------------------------------|
| Cesar Sanchez | IVT/IVTAccess/IVTRide/IVTMedtrans |
| Helio Sanchez | IVT                               |
| Jose Guillen  | IVT MedTrans                      |
| Karla Pacheco | IVT Access                        |
| Karla Aguilar | IVT Ride                          |
| Patrick       | Caltrans                          |

1. Dr. Lang called the meeting to order at 10:10 a.m. **A quorum was present.** Introductions were made.
  - Zoom attendance.
  - Chairperson and Vice-Chair were not present at the meeting, thus Dr. Lang volunteered to run the meeting.
2. Minutes adopted for June 3, 2020. ([Blankenship](#), [Ceasar](#)), **Motion Carried.**
3. Review of SSTAC's Roles and Responsibilities:
  - A presentation was given by Ms. Galarza, reviewing what Social Services Transportation Advisory Committee (SSTAC) is, why it's necessary, and what it consists of. It also reviews ICTC's possible projects, activities, etc..., for the upcoming FY 2020-21.
4. Reappointment of Voting Positions:

Ms. Galarza explained to SSTAC members that 3 voting positions are set to expire, which includes;

- 1 position for Category 1, Potential Transit User, age 60+.
- 1 position for Category 2, Potential Transit User, with a disability or his/her parent or guardian.
- 1 position for Category 6, Consolidated Transportation Service Agency (CTSA).

Dr. Lang asked if the agencies that are currently in the voting position would like to continue serving as a voting member.

- Mr. Ceasar accepted to continue serving as an SSTAC voting member under Category 1, for another 3 years.
- Although Mr. Hack was not present to accept to continue serving as an SSTAC voting member under Category 2, for another 3 years. SSTAC members nominated Mr. Hack to continue serving on this position. Further contact will be made to confirm if Mr. Hack would like to continue.
- Mr. Aguirre accepted to continue serving as an SSTAC voting member under Category 6, for another 3 years, a representative for Imperial County Transportation Commission.

Dr. Lang called for a motion to approve all appointed voting positions as accepted.

**(Ceasar, Blankenship), Motion Carried.**

#### 5. Installation of Officers:

- Dr. Lang asked if there is any volunteers or nominations for SSTAC Chairperson/Vice-Chair.
  - Dr. Lang, a representative from California Health & Wellness, was nominated.
    - Dr. Lang accepted to be the new SSTAC Chairperson.
  - Ms. Blankenship, a representative from Area Agency on Aging, was nominated.
    - Ms. Blankenship accepted to be the new Vice SSTAC Chairperson.

**(Ceasar, Silva), Motion Carried.**

#### 6. CTSA Reports:

Mr. Aguirre had the following updates:

- Ridership is low because of the pandemic, but it is expected to uptake as more businesses start to open up in the Imperial County.
- Staff is assuring that precautions continue to be implemented such as;
  - Installation of hand sanitizer in vehicles
  - Installation of the plastic screens in vehicles
  - Attempting to sanitize during routes, vehicles still get cleaned daily
  - Reduced capacity still in place
  - New technology to disinfect all vehicles
- There are no issues on reaching capacity, overflow buses are still on standby.
- Mr. Aguirre thanked Ms. Blankenship, AAA, for providing free fares for passengers on the IVT Ride service.
- ICTC was able to secure a grant to provide free fares to assist the public using our services. Free fares will be implemented on the following services;
  - IVT
  - IVT Access
  - IVT Ride
- Mr. Aguirre stated the ICTC offices are still open regular hours, although offices are not open to the public. ICTC staff is available to help remotely; phone call, email, zoom, etc.

- ICTC is working on several projects.

Mr. Gomez had the following announcements:

- Service sign-ups have been low due to the pandemic.
- It seems easier to complete sign-ups remotely, making it more accessible.
- Staff is keeping track of any sign-ups for services which will allow us to later finish the process for passengers.
- ICTC installed a new drop off box outside the office to allow any applicants who prefer to drop off paperwork.

#### 7. Transit Operator Reports:

Imperial Valley Transit;

Mr. H. Sanchez had the following updates:

- IVT service has a daily count of 500-600 passengers.
- Cleaning procedures are still in place.
- There have been few issues with passengers.
- An increase is anticipated as the business in Imperial County start to open up again.
  - Dr. Lang asked if passengers do not have a mask, are they prevented from using the service?
    - Mr. Aguirre responded, yes, notices are posted on buses that it is required to wear a mask when boarding any service. Upon mask availabilities, the staff has been distributing masks on the transfer centers.
  - Dr. Lang asked if any services were cut?
    - Mr. H. Sanchez responded, no, service is just running on a Saturday Schedule.
    - Mr. Aguirre added that as soon as businesses start opening up and there is an increase of riders seen then measures will be taken to implement a regular schedule.
  - Dr. Lang asked if there is a plan?
    - Mr. Aguirre responded, yes, a plan is in place. There is consistency observation on services to see if numbers are increasing and if observe overflows on each trip. The decision to whether the service will go back to a regular schedule is based on this information.

IVT Access;

Ms. Pacheco had the following updates:

- The service has about 10-15 passengers a day.
- There is a limited amount of buses available, but buses can be added if needed.
- Passenger count is even lower than in previous summers. Passengers are low as is during the summertime, but passenger count is at its lowest.
- With the reduced capacity measures, 2 wheelchairs are allowed on a trip but they are distant from each other.

IVT Ride;

Ms. Aguilar had the following updates:

- Imperial service runs on 3 days, Monday, Thursday, and Friday.
- Heber service runs on 2 days, Tuesday and Wednesday.
- The Calexico service is slow.
- Heber service vehicles assist El Centro service if needed.

- Mr. Aguirre clarified that IVT Ride El Centro, Imperial, and Heber services have not been cut. El Centro service vehicles assist Heber and Imperial during normal operational hours. Resources are just being used differently and adequately. IVT Ride continues to serve on its normal days and normal hours depending on the city it serves.

IVT MedTrans;

Mr. Guillen had the following updates:

- IVT MedTrans continues to run on a regular schedule.
- The pandemic has caused a low passenger count and also at times, only one bus goes to San Diego.
- There is anticipation that passengers will pick up after the pandemic.
- Due to the pandemic passengers have to wait outside of facilities, the service attempts to accommodate passengers as much as possible.
  - Mr. Aguirre added service is open to accommodate demand, service is operating on normal days and hours. If needed, two buses can be utilized.

8. General Discussion  
None.

9. Adjournment

- The meeting adjourned at 11:15 a.m. ([Lang](#)), **Motion Carried.**
- The next meeting will be held on Wednesday, October 7, 2020, at the Imperial County Transportation Commission Office, 1503 N. Imperial Ave., Suite 104, El Centro, CA 92243.

**IMPERIAL COUNTY TRANSPORTATION COMMISSION**  
**DRAFT MINUTES FOR JULY 22, 2020**  
**6:00 p.m.**

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**VOTING MEMBERS PRESENT:**

|                     |                                 |
|---------------------|---------------------------------|
| City of Brawley     | George Nava – Chairman via zoom |
| City of Calipatria  | Maria Nava-Froelich via zoom    |
| City of Calexico    | Lewis Pacheco via zoom          |
| City of El Centro   | Cheryl Viegas-Walker            |
| City of Holtville   | James Predmore via zoom         |
| City of Imperial    | Robert Amparano via zoom        |
| City of Westmorland | Larry Ritchie via zoom          |
| County of Imperial  | Luis Plancarte via zoom         |

**NON-VOTING MEMBERS PRESENT:** Caltrans District 11 Gustavo Dallarda via Zoom

**STAFF PRESENT:** Mark Baza, David Aguirre, Cristi Lerma, Marlene Flores, Eric Havens (Counsel)

**OTHERS PRESENT:** David Salgado: SCAG; Ann Fox, Al Herrera, Jose Ornelas, Patrick Jenkins: Caltrans;  
Cesar Sanchez: First Transit

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The following action minutes are listed as they were acted upon by the Imperial County Transportation Commission and as listed on the agenda for the meeting held Wednesday, July 22, 2020 together with staff reports and related documents attached thereto and incorporated therein by reference.

*Given public health directives limiting public gatherings due to the threat of COVID-19 and in compliance with the Governor's Order N-29-20, the meeting will be held telephonically and electronically.*

**I. CALL TO ORDER AND ROLL CALL**

**Chair Nava** called the Commission meeting to order at 6:00 p.m. Roll call was taken, and a quorum was present.

**II. EMERGENCY ITEMS**

There were none.

**III. PUBLIC COMMENTS**

There were no public comments received.

**IV. CONSENT CALENDAR**

- A. Approval of the ICTC Commission Draft Minutes: June 24, 2020
- B. Receive and File:
  - 1. ICTC Management Committee Draft Minutes: June 10, 2020
  - 2. ICTC SSTAC Minutes: June 3, 2020
  - 3. ICTC TAC Minutes: June 25, 2020
- C. Low Carbon Transit Operations Program (LCTOP) Application for FY 2019-20 Funds
  - 1. Authorized the Chairman to sign the attached resolution
  - 2. Authorization for the Execution of the LCTOP Project: Free Fare Program for eligible ICTC administered transit services
- D. Application for Federal Transit Administration (FTA) Section 5311 Program Funds CARES Act

1. Authorized the Chairman to sign the resolution authorizing the Executive Director to sign the FTA 5311 Round 2 CARES Act grant application with all supporting documentation.
2. Directed staff to submit the application to Caltrans.

A motion was made by [Nava-Froelich](#) and seconded by [Ritchie](#) to approve the consent calendar as presented, roll call:

| Agency                       | Roll Call |
|------------------------------|-----------|
| City of Brawley              | Yes       |
| City of Calipatria           | Yes       |
| City of Calexico             | Yes       |
| City of El Centro            | Yes       |
| City of Holtville            | Yes       |
| City of Imperial             | Yes       |
| County of Imperial           | Yes       |
| County of Imperial           | Absent    |
| City of Westmorland          | Yes       |
| Imperial Irrigation District | Absent    |

**Motion Passed.**

## V. REPORTS

- A. ICTC Executive Director
  - A full list of updates and announcements can be found on page 25 of the agenda.
  - Ms. Viegas-Walker inquired regarding the Broadband initiative. Does the project involve the installation of towers? Staff will follow-up on this question.
- B. Southern California Association of Governments (SCAG)
  - Mr. Salgado presented his report. The report is on page 31 of the agenda.
- C. California Department of Transportation (Caltrans)
 

Mr. Dallarda was available via zoom to present on the Caltrans report.

  - A full list of updates and announcements can be found on page 34 of the agenda.
- D. Commission Member Reports
  - There were no reports.

## VI. ACTION CALENDER

### Imperial County Transportation Commission (ICTC)

- A. Discussion / Action regarding First Amendment to Employment Agreement for the Position of Executive Director

Mr Havens stated that during last month’s closed session, the Commission approved a merit increase of 4% for the Executive Director. This amounts to a dollar increase of \$6,240. The amendment will be for one year. Benefits will remain the same as described in Section 2 of the employment contract attached to your agenda: an FLSA exempt position with no overtime pay and no health insurance, a monthly car allowance of \$800, time off leave equivalent to ICTC employees as defined in the Personnel Policy, necessary travel expenses to seminars and conferences, and ICERS retirement membership.

At this time, the Commission may take final action regarding the compensation increase and first amendment to the agreement with the approved terms and conditions.

A motion was made to approve the agreement as stated above by [Predmore](#) and seconded by [Nava-Froelich](#), roll call:

| <b>Agency</b>                | <b>Roll Call</b> |
|------------------------------|------------------|
| City of Brawley              | Yes              |
| City of Calipatria           | Yes              |
| City of Calexico             | Absent           |
| City of El Centro            | Yes              |
| City of Holtville            | Yes              |
| City of Imperial             | Yes              |
| County of Imperial           | Yes              |
| County of Imperial           | Absent           |
| City of Westmorland          | Yes              |
| Imperial Irrigation District | Absent           |

**Motion Carried unanimously.**

Service Authority for Freeway Emergencies (SAFE)

- B. Agreement for Preventive and Corrective Maintenance of Call Boxes on Interstate 8 and State Route 86 in Imperial County, Modification #1
1. Approved the Agreement with CASE Systems, Inc., Modification #1
  2. Authorized the Chairman to sign the agreement

A motion was made by [Predmore](#) and seconded by [Ritchie](#), roll call:

| <b>Agency</b>                | <b>Roll Call</b> |
|------------------------------|------------------|
| City of Brawley              | Yes              |
| City of Calipatria           | Yes              |
| City of Calexico             | Absent           |
| City of El Centro            | Yes              |
| City of Holtville            | Yes              |
| City of Imperial             | Yes              |
| County of Imperial           | Yes              |
| County of Imperial           | Absent           |
| City of Westmorland          | Yes              |
| Imperial Irrigation District | Absent           |

**Motion Carried unanimously.**

Ms. Viegas-Walker requested information as to where call boxes were being used. Follow-up will be provided by staff.

**VII. INFORMATION CALENDAR**

- A. Tri-ennial Performance Audit Findings, Responses and Action Plan

The State of California requires that Transportation Planning Agencies undergo a performance audit every three years as a result of receiving Transportation Development Act (TDA) funds. The consultant conducted audit focused primarily on administration of the TDA funded



programs and services over a three-year period of time. The six audit documents were for: 1. ICTC 2. Imperial Valley Transit (IVT) 3. IVT ACCESS 4. IVT RIDE 5. IVT MedTrans and 6. Yuma Citizens Area Transit (YCAT) Routes 5 (Blue) and 10 (Turquoise). The audits noted various findings including those which were noted in the last audit that was completed and the current audit. Staff has already begun to address the findings noted within the audits. The following outlines the findings and ICTC’s responses and plans for action.

| <b>TDA Triennial Performance Audit Findings and Resolutions</b>   |  |
|---|--|
| <b>Finding</b>  | <b>Resolution</b>  |
| Ensure State Controller Reports are submitted in a timely manner.   | ICTC is working with the auditing team to begin and complete required audits and reports.  |
| Ensure the RTPA’s fiscal audits are completed no later than 12 months following the end of the fiscal year.   | ICTC is working with the auditing team to begin and complete required audits and reports.  |
| For any operator using STA funds for operating purposes, ICTC should include the test against the two qualifying efficiency standards as part of the TDA claim process. | The consulting team forwarded a sample spreadsheet to utilize for qualifying calculations. ICTC has completed the necessary calculations and intends to do so moving forward.  |
| Prepare and implement a standardized orientation process for new ICTC Board members.  | ICTC is working towards developing a standardized orientation process for new ICTC Board Members.  |
| Reaffirm ICTC’s definitions of “unmet transit need” and “reasonable to meet” as part of each annual unmet transit needs finding.  | ICTC will implement the reaffirmation of its Unmet Transit Needs definitions and criteria on an annual basis.  |
| IVT should ensure its website is fully usable for monolingual Spanish-speaking individuals.   | ICTC is reviewing any areas where further adjustment can be completed to IVT’s website to further accommodate Spanish speaking individuals.  |
| Identify supplemental local revenues that will bring the farebox recovery ratio up to at least 10 percent – <b>IVT Access</b>   | ICTC is reviewing possible local revenue sources to assist with farebox recovery for all applicable transit services.  |
| Review opportunities for increasing local revenue to boost farebox recovery – <b>IVT Medtrans Service</b>   | In FY 19-20, ICTC reduced the farebox ratio for the Medtrans service to 10% from 15%. ICTC also increased the fare structure for the service to help boost farebox recovery. Staff will continue to monitor and hopes to achieve farebox ratios post the pandemic. |
| Conduct regular passenger surveys to gauge customer satisfaction and service need – <b>IVT Medtrans Service</b>   | ICTC will implement frequent surveys for passengers to gauge customer satisfaction and service need.   |
| Ensure TDA fiscal audits of all IVT operations are completed no later than 270 days following the end of the fiscal year – <b>IVT Ride</b>                              | ICTC is working with the auditing team to begin and complete required audits and reports.  |

**VIII. NEXT MEETING DATE AND PLACE**

- A. The next meeting of the **Imperial County Transportation Commission** will be held on **September 23, 2020 at 6:00 p.m.**, at the **ICTC Offices**, 1503 N. Imperial Ave., Suite 104, El Centro, CA 92243 and via Zoom Meeting.

**IX. ADJOURNMENT**

- A. Meeting adjourned at 6:52 p.m. (Nava/Ritchie).

# V. REPORTS

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



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## Memorandum

**Date:** September 14, 2020  
**To:** ICTC Management Committee Members  
**From:** Mark Baza, Executive Director  
**Re:** Executive Director's Report

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The following is a summary of the Executive Director's Report for the ICTC Management Committee Meeting on October 14, 2020

- 1) **IVRMA Program Report:** An IVRMA Program Report is on the ICTC agenda under the Information Calendar for this meeting.
- 2) **Imperial Mexicali Binational Alliance Meeting:** The most recent IMBA meeting was held via Zoom on Thursday, August 13, 2020. The meeting provided updates on the following border infrastructure projects - Calexico East Port of Entry/Mexicali II Bridge Widening Project and the Calexico West Port of Entry/Mexicali Mexico Roadway/Bridge Improvements. *A strategic planning meeting between Memorandum of Understanding (MOU) signee representatives was held on October 8, 2020 in the City of Mexicali. Committee members reviewed action plans and priorities along with strategic objectives for 2021. A second strategic planning meeting is scheduled at 8:30am on November 12, 2020 in the City of Mexicali followed by the regular IMBA meeting at 10:30am via Zoom.*
- 3) **SR-78/Glamis Multiuse Grade Separated Crossing Feasibility Study:** The study will analyze and develop feasible design alternatives and locations for a Grade Separated Crossing (GSC) for Off-Highway Vehicle (OHV) use at or near SR-78 and the Union Pacific Railroad (UPRR) in Imperial County. The successful consultant will provide conceptual GSC design alternatives, analysis of site alternatives, public/stakeholder outreach and cost estimates for construction, operations and maintenance. The consultant selection process was completed on September 25<sup>th</sup>. The consultant selected was Kleinfelder. A kick-off meeting was held on Wednesday, October 9, 2019. The first technical working group meeting was held on October 24, 2019. The second technical working group meeting was held on December 10, 2019 at the ICTC office in El Centro. *A project page has been created on the ICTC website at <http://www.imperialctc.org/sr-78-glamis-crossing/>. As part of the outreach plan, an online survey was open to the public from January 1<sup>st</sup> through January 31<sup>st</sup>, where over 4,000 people completed the survey. A public outreach event was held in Glamis on January 18, 2020 from 9am to 3pm. The third technical working group (TWG) meeting was held on February 13, 2020 in San Diego at Caltrans District 11 offices. The fifth TWG meeting was held on July 19, 2020 where the consultant presented estimates for the short list alternatives. *There will be another opportunity for outreach. Currently scheduled are the following virtual public meeting opportunities: Meeting Opportunity 1 on Wednesday, October 21, 2020 from 7:00 PM to 8:00 PM and Meeting Opportunity 2 on Saturday, October 24, 2020 from 9:00 AM to 10:00 AM. To register please visit [glamiscrossing.eventbrite.com](http://glamiscrossing.eventbrite.com). Additionally, the Draft Study document is available on the ICTC website and open for public comments. The document and link can be found at <http://www.imperialctc.org/sr-78-glamis-crossing/>.**

- 4) **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, was awarded \$20 million under the U.S. Department of Transportation's BUILD discretionary grant program to complete the Design-Build construction phase. ICTC proposes to deliver the project under Design-Build process, with ICTC leading the Request for Qualifications in May 2020 and Request for Proposals in Summer 2020 for Design and Construction teams. Following the RFQ and RFP process, the Design-Build contract award is scheduled to begin in February 2021. The NEPA studies and final document were completed in April 2020. *ICTC successfully completed the authorization for the \$20 million BUILD funds. Currently the project is in the qualification phase of solicitation Request for Qualifications were due on September 11, 2020 to the ICTC offices. A short-list of bidders has been selected and are moving forward to the Design-Build Request for Proposals process that began Septemebr 21, 2020.*
- 5) **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). The Free Fares Program will remain in effect while the grant funds are available. All regular service eligibility requirements and restrictions remain in effect.
- 6) **Potential Bus Stop in Calipatria:** ICTC has evaluated all of its fixed route service routes to attempt to provide service to the east side of Calipatria. Staff conducted time trials as well utilized several types of buses to verify buses would not have issues with other existing stops within proposed routes. Potential stops for the area include a stop along Commercial Avenue and potentially another stop near Alexandria Street. Staff is proposing to utilize its IVC Express route to potentially service the area. Final location and infrastructure associated with the potential bus stop(s) is pending discussion with the city of Calipatria staff.
- 7) **State Route 86 (Northbound) Border Patrol Checkpoint:** In August 2017 following a year of coordination, Caltrans, the County of Imperial and ICTC met with CBP management and operations staff achieved consensus for a new conceptual alternative prepared by Caltrans. The LTA Board met on September 27, 2017, staff presented the Board with a fund request for \$1.3 million from the 5% Regional Highway Set-Aside from the Measure D allocations. A Consultant Agreement with AECOM for design and construction engineering was approved by the LTA on February 28, 2018. Currently design is underway. A draft of 35% plans were completed and submitted for review on October 12, 2018. *CBP Border Patrol has requested a design change and a draft MOU has been drafted to identify the work to be completed by ICTC and Border Patrol. The draft MOU was approved by the Commission at the September 2020 meeting.*
- 8) **I-8 / Imperial Avenue Interchange Reconstruction:** Caltrans and construction team have been meeting with City of El Centro and ICTC to discuss details of construction phases and the public information campaign for both the Interchange Project and the Imperial Avenue Extension South Project. *Stage 1 of construction began on Monday, May 6, 2020. During the extended closure, motorists on eastbound I-8 will be detoured along 4th Street/State Route 86 (SR-86) located east of Imperial Avenue. On July 23<sup>rd</sup> closure of the I-8 was needed to demolish and remove the existing bridge. Crews have completed the demolition of the existing bridge at the I-8/Imperial Avenue Interchange. There were no reported incidents and detoured traffic was flowing with no major delays. Over the next month, the community will see crews performing general earthwork operations. There will be construction equipment, noise (including OSHA required backup alarms), dust and some minor traffic control.*

Stage 2 work on the northern portion of I-8 is anticipated to take four to six months to complete and could begin as early as December. During Stage 2, all I-8/Imperial Avenue on- and off- ramps will be fully closed. The interchange is expected to open to traffic by the end of 2022 with project completion by mid-2023.

- 9) **State Route 98 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 \$6.33 million using a combination of 2016 Earmark Repurposing, Demonstration, and Traffic Congestion Relief funds. The project has a \$1.7 million funding shortfall for which Caltrans is requesting an ICTC contribution of \$200,000, the remaining \$1.5 million shortfall would be covered by various other State funds. At their meeting on September 23, 2020 the LTA Board approved the shortfall of \$200,000 from the 5% state set-aside fund.*
- 10) **FY 2019 Public Transit Fare Analysis:** The Request for Proposal for a consultant for the ICTC FY 2019 Public Transit Fare Analysis was released on March 1, 2019. The project is for professional services to develop a Public Transit Fare Pricing Analysis. This planning document is expected to provide recommendations for the current fares/fee structure and media for the four public transit services under the Imperial Valley Transit brand for the next three to five years. *The award recommendation was approved at the May 22, 2019 Commission meeting. AECOM was selected to complete the Analysis. A project kick-off meeting was held on June 20, 2019 and the study is underway. The first round of public outreach efforts was held on October 23-24, 2019. Outreach was held in various areas throughout the County including IVC. The fare analysis is in progress, when it is finalized, further outreach will be scheduled. Staff and the consultant team are currently review concepts for digital outreach platforms.*
- 11) **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 is in the President's Budget Proposal in the amount of \$99.7million. Work for phase 2B will include demolition of the old port building and construction of the new pedestrian building. The total estimated cost for phases 2A plus 2B are \$276million. According to GSA Phase 2A is anticipated to be completed Spring 2023.*
- 12) **Federal Transit Administration (FTA) CARES Act Award for Imperial Valley Transit:** The Coronavirus Aid, Relief, and Economic Security (CARES) Act was passed by Congress with overwhelming bipartisan support and signed into law on March 27, 2020.

The Imperial County Transportation Commission (ICTC) is happy to announce the acquisition of a \$10.5 million CARES Act Grant as formally confirmed by the Federal Transit Administration (FTA) on June 24, 2020. The FTA CARES Act Grant were made available to public transit agencies to help to prevent, prepare for and respond to the COVID-19 pandemic. Eligible uses include maintaining transit services and the associated operational expenses (only those normally eligible under FTA grant requirements), agency acquisition of personal protective equipment (PPE); safe distancing/sanitation practices; transit operations and lost revenues. The period to utilize the funds depends on our continued response to the COVID-19 pandemic. ICTC plans to utilize the grant to continue to provide IVT Fixed Route, IVT Access (ADA Paratransit Service) and IVT MedTrans (non-emergency transportation to San Diego to medical facilities) transportation services, acquire necessary PPE equipment, enhance cleaning protocols by increasing cleaning frequency, thoroughness and by acquiring CDC approved disinfectants and to offset revenue losses. ICTC hopes to increase service frequency as soon as the opportunity presents itself.

- 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 the City of Calexico's

private transit operators, taxis and farm labor buses. ICTC received a Congestion Mitigation and Air Quality federal program fund to complete the environmental and design plans of the new Calexico ITC. ICTC staff is in the process of completing the contract award for a consultant firm that will complete the environmental and design phase. Currently, ICTC staff is completing the Caltrans award review process with multiple Caltrans' departments. The ICTC Board adopted the agreement with Psomas on September 26, 2018. *Environmental phase is in progress with consultant team and agency partners, including the City of Calexico, Caltrans and ICTC. The environmental phase is in progress including studies. Next steps: Begin design and property (Right of Way) acquisition process.*

- 14) **LTA Bonds Refunding/Financing Effort:** Based on municipal market and sales tax revenue trends we will remain on pause until we have a better sense of phase 3 openings within the County. In addition to continued lifting of travel restrictions at the border as legal crossings are a significant part of Imperial County's economy. A positive tone in the municipal market continues. There is an increasing number of investors (i.e. cash available) and as they are facing a continuing light calendar we are seeing a compression (lowering) of both absolute yields and spreads. Our Underwriter team (Ramirez & Co., Inc.) will continue to keep an eye on the market and review the most opportune time to move forward with the bond rating and pricing of the bonds.
- 15) **Imperial County Regional Climate Action Plan:** Imperial County Regional Climate Action Plan: After the kick-off meeting on June 28, 2019, ICTC established Project Management Procedures and Communication Protocols with the Consultant as well as reviewing the Scope of Work and Schedule. *The consultant is working on the draft list of strategies; is finalizing the final pieces of inventory analysis; and, will begin the outreach plan, including stakeholder meetings by the end of October 2020.*
- 16) **Community of Niland Bus Stop Bench and Shelter Request:** The ICTC submitted a formal request to the California Department of Transportation (Caltrans) District 11 requesting their assistance in identifying a location for a bus stop bench and shelter in the Community of Niland along State Route 111 (SR-111). The shelter has been installed in an existing parking lot on the east side of SR-111. *ICTC and the County of Imperial Public Works are reviewing the possibility of relocating the bus stop to the location of the newly constructed fire station.*
- 17) **State and Federal funding Obligations:** *Projects programmed in 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). See complete project list attached.*
- 18) **2018 Trade Corridor Enhancement Program:** The Trade Corridor Enhancement Program (TCEP), created by Senate Bill (SB) 1 (Beall, Chapter 5, Statutes of 2017), provides approximately \$300 million annually for infrastructure improvements on federally designated Trade Corridors of National and Regional Significance, on the Primary Freight Network, and along other corridors that have a high volume of freight movement. ICTC in partnership with Caltrans and the San Diego Association of Governments (SANDAG) were successful in receiving TCEP funds for Advanced Technology Corridors at the California-Mexico Ports of Entry (POE). The goal project is to implement Intelligent Transportation System (ITS) strategies that will improve border travel delays. Some of the ITS strategies will include Bluetooth and Wi-Fi readers to help track vehicle delays, as well as implement changeable message signs on State Routes to inform border travelers of POE delays. Caltrans will serve as the implementing agency of this project and has an estimated completion date of early 2020. *Caltrans has initiated the environmental phase and preliminary design of the project. TCEP funds will be used in collaboration with the BUILD grant award for the design and construction phases.*
- 19) **State Legislation for Transportation Funding – SB 1 Road Maintenance and Rehabilitation Account (RMRA):** \$1.5 Billion annually will go to cities and counties for local road improvements. The following are projected annual revenues of RMRA for the Cities and the County of Imperial for FY 2018/2019. This list of projects for all cities and the county can also be found on the ICTC website at: <http://www.imperialctc.org/senate-bill-1/>

The following is a list of projects funded by SB1 for FY 2018-2019.

| Agency          | Project  |
|-----------------|--|
| Brawley         | Rehabilitation of Legion Street from Highway 86 to Evelyn Street   |
| Brawley         | Street Rehabilitation – Phase 11   |
| Calexico        | Cesar Chavez Boulevard Improvement   |
| Calexico        | De Las Flores Street Improvement   |
| Calexico        | Second Street Bridge   |
| Calipatria      | Freeman Street Rehabilitation between Brown and Commercial Avenues   |
| El Centro       | 2018 Streets Overlay and Rehabilitation Project  |
| Holtville       | Citywide Pavement Rehabilitation Project   |
| Imperial        | Storm Drain Installation – Northwest Quadrant of City – Continuing   |
| Imperial County | Includes a total of 70 road improvement projects. List can be found on the <a href="#">ICTC website here</a> . |
| Westmorland     | North H Street Improvements  |
| Westmorland     | Street Rehabilitation Program – Phase 2  |
| Caltrans/ICTC   | Calexico East Port of Entry Truck Crossing Improvements  |
| Caltrans        | State Route 111 from State Route 98 to Ross Avenue near Calexico   |
| Caltrans        | State Route 98 from Rockwood Avenue to east of Cole Road near Calexico   |
| Caltrans        | Bridges on Interstate 8 and State Route 86, 98, 11 and 186   |
| Caltrans        | State Route 86 from I Street to Brandt Road near Brawley   |
| Caltrans        | State Route 86 south of B Street to Martin Road near Westmorland   |

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

| Agency             | RMRA Amount<br>FY 2019-2020 |
|--------------------|-----------------------------|
| Brawley            | \$453,796                   |
| Calexico           | \$681,911                   |
| Calipatria         | \$127,530                   |
| El Centro          | \$766,589                   |
| Holtville          | \$107,602                   |
| Imperial           | \$320,638                   |
| Westmorland        | \$38,483                    |
| County of Imperial | \$7,501,204                 |
| <b>TOTAL</b>       | <b>\$9,997,753*</b>         |

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

- 20) **California-Baja California Binational Region:** A Fresh Look at Impacts of Border Delays: Building upon previous Caltrans, SANDAG, and ICTC studies, this project will refine the economic models developed to assess economic impacts of delays at the land ports of entry (POEs) between the San Diego and Imperial Counties region and Baja California, Mexico, on the border region economies. It will also estimate greenhouse gas (GHG) emissions of passenger and commercial vehicles due to northbound and southbound border delays at the six California POEs and propose strategies to reduce GHG emissions at the border region. Lastly, extensive outreach to government agencies, local border communities, and private sector stakeholders was conducted. *A final report is scheduled to be completed in the fall of 2020.*
- 21) **State Legislation for Transportation Funding – SB 1 2018 Local Partnership Program (LPP):** The 2018 Local Partnership Program is comprised of formulaic program and competitive programs. In FY2017/2018 total amount available statewide is \$200M and distribution is 50/50 for both formulaic and competitive programs. The

formulaic program share distributions for the Local Partnership Program were presented at the CTC meeting in December 6-7, 2017. During the meeting the CTC Commission took action and approved the distribution of funds for the formulaic portion, the funding share for Imperial County in FY2017/2018 is \$538,000. For FY2017/2018, no projects were submitted for the formulaic program and funds will be rolled over to FY2018/2019.

List of projects for Imperial County:

| Local Partnership Program (LPP) Programing Date |  |                     |             |              |                                    |                               |
|---|--|---------------------|-------------|--------------|------------------------------------|-------------------------------|
| Agency  | Project Name   | LPP Formulaic Funds | Local Match | Total Cost   | Project Implementation Fiscal Year | Proposed CTC Programming Date |
| Brawley   | 2020 Legion Street Improvements                                | \$ 209,000          | \$ 209,000  | \$ 418,000   | 2019-2020                          | 1/30/2020                     |
| Calexico  | Scaroni Road Improvements                                      | \$ 305,000          | \$ 550,000  | \$ 855,000   | 2019-2020                          | 5/16/2019                     |
| Calipatria                                      | Calipatria Date Street Sidewalk Improvement Project            | \$ 41,000           | \$ 41,000   | \$ 82,000    | 2019-2020                          | 5/16/2019                     |
| County  | Overlay of Picacho Road from Winterhaven Road to Quechan Drive | \$ 523,000          | \$ 523,000  | \$ 1,046,000 | 2019-2020                          | 5/16/2019                     |
| Imperial  | Aten/Clark Road Improvements                                   | \$ 154,000          | \$ 327,000  | \$ 481,000   | 2019-2020                          | 5/16/2019                     |
| Holtville                                       | Orchard Road/Cedar Avenue                                      | \$ 60,000           | \$ 60,000   | \$ 120,000   | 2020-2021                          | Jun-20                        |
| El Centro                                       | Dogwood Road from Villa Road to Commercial Avenue              | \$ 339,000          | \$ 339,000  | \$ 678,000   | 2020-2021                          | Jun-20                        |

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

[http://catc.ca.gov/programs/sb1/lpp/docs/062719+Amended\\_LPP%20Guidelines.pdf](http://catc.ca.gov/programs/sb1/lpp/docs/062719+Amended_LPP%20Guidelines.pdf)

22) **Partnerships with IVEDC:**

- a) **Southern Border Broadband Consortium (SBBC):** *For FY 2020/2021. SBBC continues to work with local stakeholders to identify, prioritize and advance broadband infrastructure and improvement projects; facilitate and promote broadband education community wide using survey data; work with the Boys and Girls Club of IV and the Workforce Development Board to create Digital Literacy Centers throughout Imperial County; and develop a preferred scenario for 98% deployment in Imperial County and present to the California Advanced Service Fund and the CPUC in 2020. Recent updates to SBBC's role in the region include a partnership with local healthcare organizations including ECRMC, Pioneers Hospital and Alliance Healthcare to identify telemedicine broadband needs and funding opportunities in Imperial County; working with the California Emerging Technology Fund and the Inland Empire Regional Broadband Consortium as part of a SCAG project to identify transportation broadband strategies to reduce VMT and greenhouse emissions; and working with local internet services providers including AT&T to assist successful applications for funding opportunities with the CPUC in locations such as north County, central Imperial and the Imperial Business Park by end of July 2020.*
- b) **The Brawley Transit Corridor Brownfield Assessment:** ICTC in partnership with IVEDC received a U.S. Environmental Protection Agency (EPA) Brownfields Communitywide Assessment Grant award of \$300,000 from the Environmental Protection Agency's Brownfields Assessment Program. This assessment will be focused along the transit circulator route within the 13-mile Imperial Valley Transit's (IVTs) Brawley Gold Line Transit Route and the Brawley Transit Center that serves as the IVTs North Imperial County transfer terminal. The commercial corridors in the target assessment area include over 100 known



commercial properties and suspected historical gas station sites with known or suspected underground tanks in the target area. ICTC will be the fiscal agent and has developed an MOU which will define roles and responsibilities (Audits, Administration and Project Management) or ICTC and IVEDC. SCS Engineers have initiated early Tasks that include the Quality Assurance Project Plan (QAPP) and project management plan as required by EPA.

- (1) **The Finnell Property** has 3 parcels. It received DTSC approval on March 8, 2019. Phase 1 and Phase 2 reports have been finalized and 3 underground storage tanks have been excavated and disposed of no further action is required.
- (2) **The Chai Property** has 2 parcels. It received DTSC approval on March 28, 2019. Phase 1 report completion occurred on October 15, 2019 and no further action is required.
- (3) **The Lesicka Property** has 2 parcels. It received DTSC approval on August 29, 2019 and Phase 1 and Phase 2 reports have been finalized and no further action is required.
- (4) **The Dek Property** has 1 parcel. It received DTSC approval on April 22, 2020. Phase 1 was improperly completed by a previous engineering firm. 95% of the re-development was completed when the contractor discovered concerning amounts of underground contamination on site. We stepped in and completed a phase 2 and we are currently assessing the situation while collecting additional soil samples and pending laboratory results.
- (5) **The Pioneers Property** has 3 parcels. It received DTSC approval on May 11, 2020. Phase 1's were completed on all parcels. 1 parcel which is the site of a former Chevron station closed on 1975 will require a phase 2. The Field Sampling Plan was approved and is underway.

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

- September 17-18, 2020: Mobility 21 Virtual Summit
- September 24, 2020: IVRMA TAC Zoom Meeting
- September 24, 2020: ICTC TAC Zoom Meeting
- September 24, 2020: Imperial County League Division Virtual Meeting
- September 25, 2020: SANDAG Borders Committee Virtual Meeting
- October 1, 2020: SCAG Transportation Zoom Meeting
- October 7, 2020: ICTC SSTAC Zoom Meeting
- October 8, 2020: Calexico East Port of Entry Bridge Widening Project Proposers One-on-one Virtual meetings

October 8, 2020

# Strategic Planning Overview

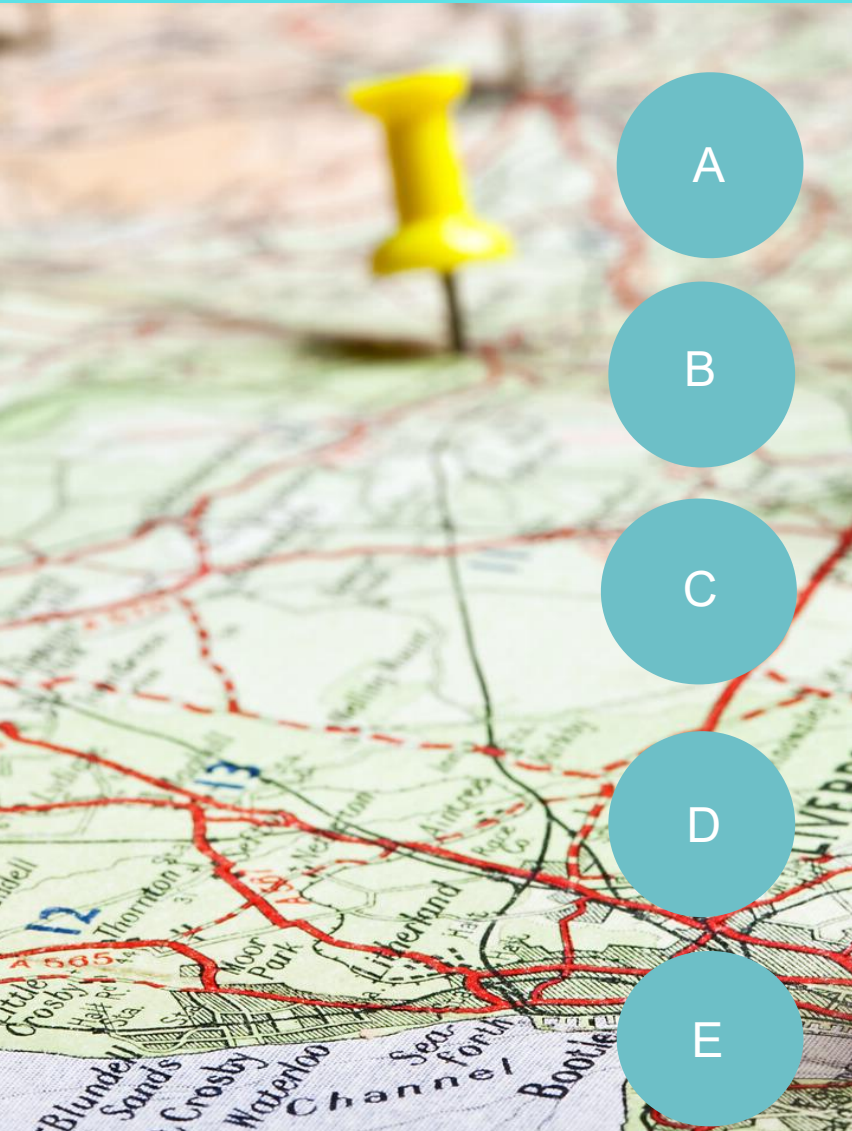


# PLANNING



**IMPERIAL/MEXICALI BINATIONAL ALLIANCE**

# MEETING LOGISTICS



A

Meetings will be alternated between Mexicali and Imperial on a bi-monthly (every two months) schedule.

B

Agency hosting meeting will be in charge sending invite preparing agenda, & distributing minutes- prepared and distributed in English.

C

Due to the COVID-19, teleconferencing is recommended for all Committee members and for the public, however measures will be taken to have access for those who wish to participate in person while still abiding by local, state and federal mandates.

D

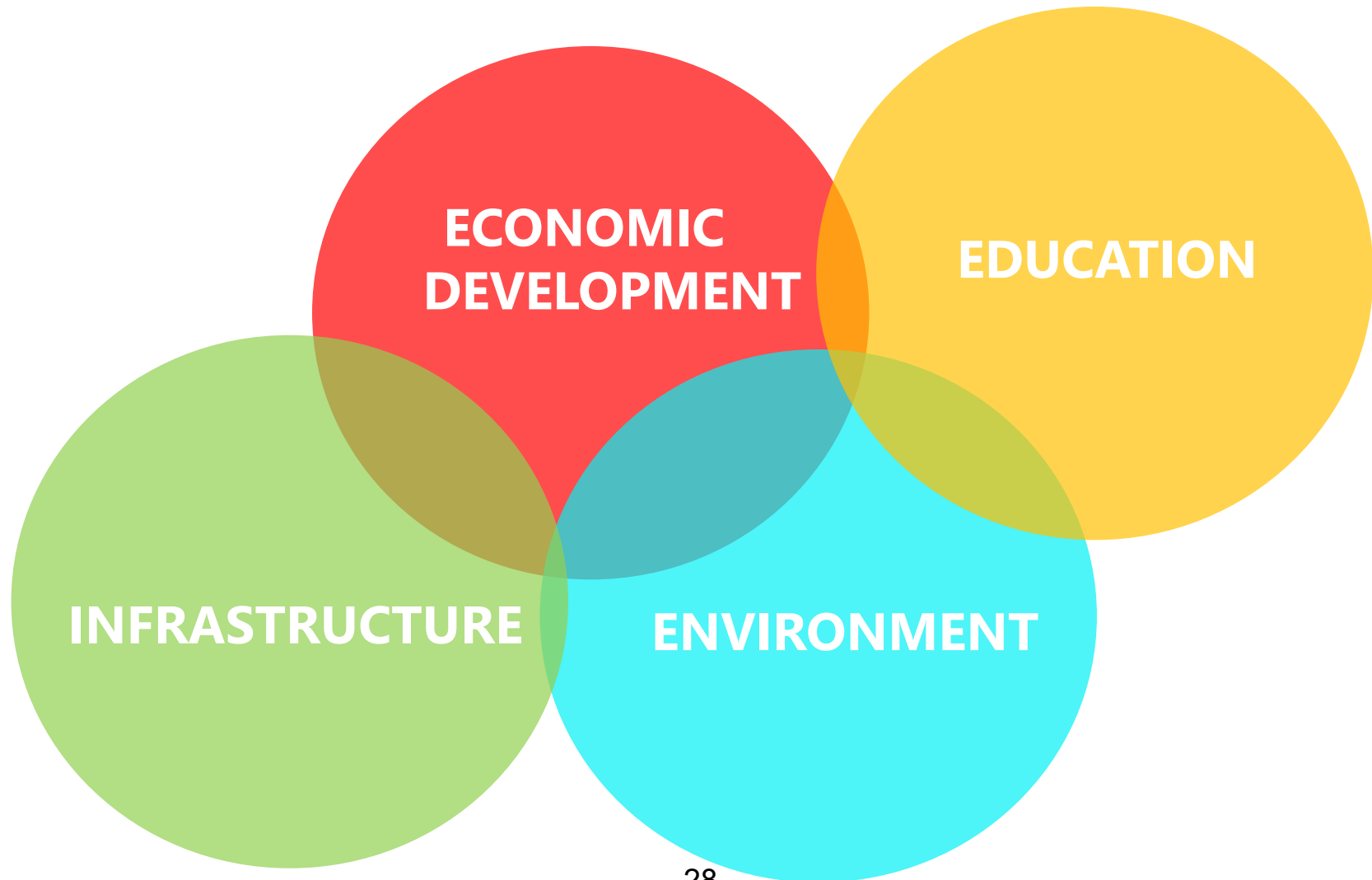
Final Agenda will be circulated no later than 72 hours prior to a scheduled meeting.

E

Email notices will be sent from ICTC staff.

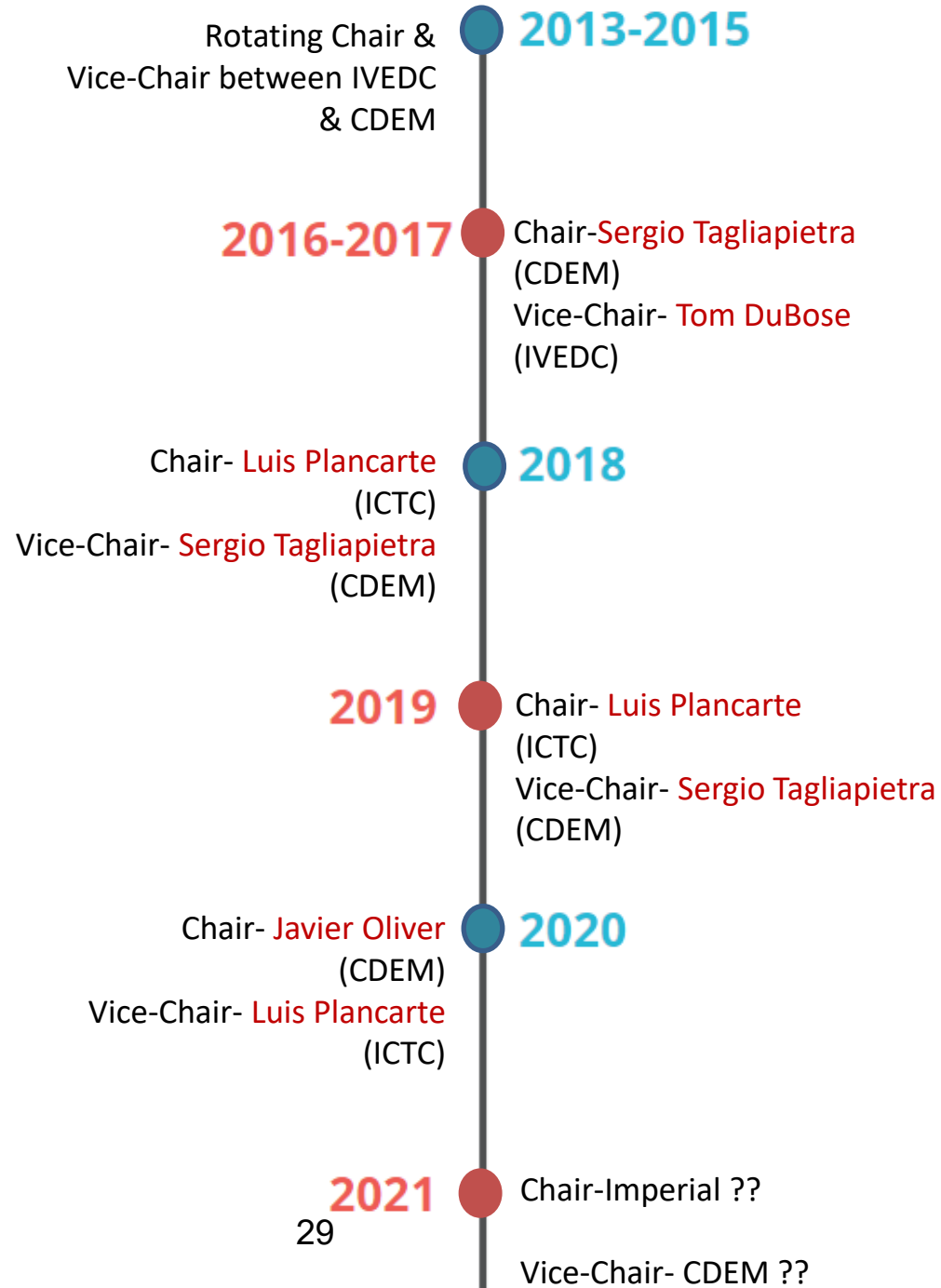
# IMBA STRUCTURE

IMBA is an advisory entity that will address action and related items to:



A BRIEF HISTORY OF

# CHAIR & VICE CHAIR



# 2020 ACCOMPLISHMENTS

| BORDER INFRASTRUCTURE  | ECONOMIC DEVELOPMENT  | ENVIRONMENT   |
|--|---|---|
| <ul style="list-style-type: none"> <li>• Calexico West Phase 2A began construction</li> <li>• Calexico East Port of Entry Bridge Widening Project               <ul style="list-style-type: none"> <li>• Completed Environmental and project approval</li> </ul> </li> <li>• SR-98 Widening from Ollie to Rockwood</li> <li>• Calexico Intermodal Transportation Center Design</li> <li>• Caltrans Intelligent Transportation Systems at all Ca-Baja POE's</li> <li>• Bridge "Colon Poniente" Mexicali I Completion</li> <li>• Colon Bridge/Underpass (Puente Vehicular Colon (Paso Deprimido))</li> </ul> | <ul style="list-style-type: none"> <li>• Education               <ul style="list-style-type: none"> <li>• IVDEC's Binational Internship Program</li> </ul> </li> <li>• Border Regional Economic Development Strategy</li> <li>• Promotion               <ul style="list-style-type: none"> <li>• Mexicali/Imperial Valley Promotional Attendance</li> </ul> </li> <li>• Technical Assistance               <ul style="list-style-type: none"> <li>• Local Business Grant and Funding</li> </ul> </li> </ul> | <ul style="list-style-type: none"> <li>• Water &amp; Energy</li> <li>• Wastewater</li> <li>• New River               <ul style="list-style-type: none"> <li>• The City of Calexico New River Restoration Project</li> <li>• Calexico New River Parkway Project</li> </ul> </li> <li>• Air Quality               <ul style="list-style-type: none"> <li>• AB-617 Committee</li> <li>• CalEPA Binational Air Quality Taskforce</li> <li>• Air Quality Implementation of Air Quality monitors</li> </ul> </li> </ul> |

2021

# Goals and Objectives

## BORDER INFRASTRUCTURE

- Border Security
- Expansion of Calexico West POE – *Phases 2A Ongoing work & 2B securing funding*
- Calexico East POE *Bridge Expansion Design Build*
- Pedestrian & Bicycle Border Infrastructure
- Short-term Operational Improvements – Border wide ITS
- Water & Energy Infrastructure

## ECONOMIC DEVELOPMENT

- Workforce Development
- Binational internships
  - IVEDC Internship
- Border Regional Economic Development Strategy
- Promotion Mexicali/Imperial Valley
- Marketing – Eng./Span
- Collaboration
- Export/Import Strategy
- Industry Cluster
- Tradeshow
- Integration w/Calibaja
- Binational Mega Region
- Technical Assistance

## ENVIRONMENT

- Water & Energy
- Wastewater
- New River US/MX Restoration Improvements
- Air Quality SPA – APCD – California Air Resources Board Working Group

## EDUCATION

- Collaboration
- Partnership
  - ICOE
  - SDSU-IV
  - IVC
  - CETYS
  - UABC
  - Others
- Binational Educational Planning
- Cross Border Opportunities

Goals and Objectives changes made to adapt to a COVID-19 environment structure

# Memorandum

**Date:** October 14<sup>th</sup>, 2020

**To:** ICTC Management Committee Meeting

**From:** David Salgado, Regional Affairs Officer (RAO)

**Re:** **Southern California Association of Government's (SCAG) Report**

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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's regular meeting for the month of October 2020.

- 1. The 11th Annual Southern California Economic Summit:** On Tuesday, Dec. 1, SCAG will host the Southern California Economic Summit virtually for the first time in its 11-year history. This annual conversation about the state of the region's economy comes at a time of unprecedented crisis. In the wake of the COVID-19 pandemic, Southern California's cities, families and cornerstone industries have all been seismically impacted and face enormous challenges on the road to recovery. Hear from leading voices in business, industry, planning and academia as they define strategies for building back a strong, inclusive Southern California economy.

We hope you will join us, along with Southern California's civic and business leaders, for this vital conversation on the region's economic future. General admission tickets are \$50. The ticket fee may be waived for elected officials and city managers of SCAG's member jurisdictions. There will be no general admission refunds after Nov. 9. Online registration closes Nov. 30. For more information, please contact Linda Jones at (213) 236-1912 or by email at [jonesl@scag.ca.gov](mailto:jonesl@scag.ca.gov).

- 2. 2020 SCAG Sustainable Communities Program (SCP) Grant Program:** SCAG has approved the 2020 SCP grant guidelines. The FY 2020/2021 program will fund projects in the following areas that support and implement the policies and initiatives of the 2020 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS), Connect SoCal: Active Transportation & Safety; Housing and Sustainability; Smart Cities, Mobility Innovation & Transportation Demand Management; and Green Region. The first Call prioritizes Active Transportation & Safety projects, and the second Call prioritizes efforts to increase housing production. More details and guidelines for subsequent supplemental Calls will be released as they become available.



Staff will promptly issue a Call for Applications for the Active Transportation & Safety Supplement, subject to authorization of the SCP guidelines by the Regional Council on September 3, 2020. Active Transportation & Safety applications will be due to SCAG by 5 p.m. on November 13, 2020, and staff will conduct a workshop at least one month before this due date in order to answer questions and foster SCP program understanding. Approval of application rankings will be sought from the Regional Council in May 2021, and individual project initiation schedules will be developed promptly thereafter.

**Sustainable Communities Program – Active Transportation & Safety Application Webinar:** Thursday, Oct. 21 10 a.m. – Noon SCAG is now accepting applications for the 2020-2021 Sustainable Communities Program (SCP) – Active Transportation & Safety. Learn more about the program guidelines, application process and examples and information for each project type at the next Application Webinar on Wednesday, Oct. 21, from 10 a.m. - noon. This webinar will also provide a forum to answer any questions. Register here to attend.

- 3. Connect SOCAL Approval:** The Regional Council of Southern California Association of Governments (SCAG) on Thursday September 3, 2020 formally adopted a 25-year plan to meet the mobility needs of one of the most robust population and economic centers in the United States.

The plan, Connect SoCal, had previously been approved for conformity purposes by the Federal Highway Administration (FHWA). With Thursday’s action, the 2020-2045 Regional Transportation Plan/Sustainable Communities Strategy provides a roadmap for sensible ways to expand transportation options, improve air quality and bolster Southern California’s long-term economic viability. The press release is attached to the back up for this agenda for your reference.

- 4. 2020 Local Early Action Planning Grant (LEAP) Program: **The Local Early Action Planning (LEAP) grant program’s deadline has been extended to January 31, 2021!** You still have time to apply! Jurisdictions who did not apply:** For cities and counties that were not able to meet the July 1, 2020 deadline, you still have more time! You now have until January 31, 2021, to apply for LEAP funding. Remember, LEAP funding is non-competitive, flexible funding to help cities and counties plan for housing in their communities. **Jurisdictions who did apply:** If you have already applied for the LEAP program, you can still make modifications and adjustments to your application. HCD can make adjustments to the application during the review process or even after awards. HCD has dedicated an individual to assist cities in Imperial County.

**Sample eligible projects include but are not limited to:**

- Rezoning and encouraging development through updating ordinances and plans
- Establishing Prohousing policies

- CEQA
- Updating housing elements
- Updating ordinances to comply with state housing laws (e.g. ADU ordinances)
- Developing specific plans and other plans focused on housing
- Implementing processes that streamline the application process for housing developments
- and much more!

For technical assistance such as help with brainstorming eligible activities, reviewing draft applications, adjusting existing applications, and answering questions, please contact me or [earlyactionplanning@hcd.ca.gov](mailto:earlyactionplanning@hcd.ca.gov).

5. **SCAG Aerial Imagery Project 2020 Update:** After numerous meetings to discuss the potential for SCAG to facilitate a new Aerial Imagery flyover project, the County of Imperial has agreed to facilitate a procurement process. This will allow for more funds to be applied to the project to support the procurement. SCAG has set aside \$250,000 for the project and will increase the support by \$50,000 for a total of \$300,000. It's anticipated that once the procurement is completed there will be an opportunity to develop a cost share model moving forward. The County of Imperial has worked to identify some areas of savings (resolutions and coverage areas) which should help to reduce participants share of the overall project cost.

## UPCOMING WORKSHOPS AND WEBINARS

**Go Human Community Listening Session:** Monday, Oct. 19 10:30 a.m. – Noon SCAG and its *Go Human* team are hosting a virtual Community Listening Session as an opportunity for the public to offer input on the programs funded by the 2021 grant from the California Office of Traffic Safety. This listening session shall review multiple safety and engagement strategies, including *Go Human*'s Community Safety Ambassador Cohort Program; Resilient Streets Strategies; Safety Mini-Grants for community-based organizations; and Sub-Regional Safety Peer Exchange Program. Register here to attend.

**Safe, Resilient & Locally Grown: Exploring Pandemic-Era Data Trends and Policy Implications** Thursday, Nov. 12 10 – 11:30 a.m. SCAG and its *Go Human* team, alongside AAA of Southern California, are hosting a virtual safety series on improving traffic safety conditions while reducing COVID-19 transmission. This session will present important safety trends and data collected during the pandemic. Panel experts will discuss what recent data can tell us about driver behavior relative to environmental factors such as congestion, enforcement levels, temporary road treatments and more. Register here to attend.

**Safe, Resilient & Locally Grown: Building Partnerships & Generating Support** Thursday, Nov. 19, 10 – 11:30 a.m. This is the second session in the virtual safety series hosted by SCAG and its *Go Human* team, in partnership with AAA of Southern California. This session will illustrate how collaborations between key stakeholders can help communities make inroads in reducing serious traffic safety collisions. This session will lead a discussion on creative, strategic safety efforts that community-led efforts rooted in resiliency. Panelists will share lessons learned from successful programs and projects that brought together community groups, policymakers, local officials and local businesses in the pandemic environment. [Register here](#) to attend.

## REGIONAL COUNCIL VOTES TO ADOPT CONNECT SOCAL

On Sept. 3, the Regional Council approved and fully adopted Connect SoCal (the 2020-2045 Regional Transportation Plan/Sustainable Communities Strategy). The approved plan outlines more than \$638 billion in regional investments and will support more than 4,000 projects and the creation of hundreds of thousands of jobs and billions of dollars of economic activity. In addition, the Regional Council also adopted an addendum to the Connect SoCal Program Environmental Impact Report (PEIR) to address comments relating to the environmental setting, environmental impacts, and consideration of other mitigation measures.

The meeting concluded more than three years of development and extensive coordination with SCAG's local jurisdictions, the county transportation commissions, partner agencies, as well as significant public outreach. Following the Regional Council action in May to delay approval of the plan, SCAG staff conducted outreach to jurisdictions to seek input on the impacts of the novel coronavirus (COVID-19) pandemic on the plan and its implementation and identify and to confirm general plan and entitlement information. SCAG has benefited greatly from listening to the many needs and concerns of stakeholders and partners over the course of this process and will continue to address emerging regional issues and build greater consensus on the region's vision for a brighter future.

The plan has already been approved by the Federal Highway Administration and Federal Transit Administration and fully achieves conformity with the federal Clean Air Act. The adoption of Connect SoCal in its entirety allows SCAG to submit the plan to the California Air Resources Board and to begin distribution of the draft Regional Housing Needs Assessment (RHNA) allocations to local jurisdictions. Approval of Connect SoCal also enables staff to proceed with implementing activities designed to support pandemic recovery efforts as further outlined in the Connect SoCal Implementation Strategy.

For more updates on Connect SoCal, please visit [ConnectSoCal.org](https://ConnectSoCal.org).

## SUSTAINABLE COMMUNITIES PROGRAM'S ACTIVE TRANSPORTATION & SAFETY CALL FOR APPLICATIONS RELEASED

In early September, SCAG released the first Sustainable Communities Program (SCP) Call for Applications, which is focused on active transportation and safety (AT&S) related projects. Applicants can apply for any of the three project types within the AT&S program area, including Community-wide or Area Plans, Quick Build, and Network Visioning and Implementation. Applicants can learn more about the SCP AT&S Call for Applications at one of the upcoming Application Webinars:

- Wednesday, Oct. 7, from 1 to 3 p.m.
- Wednesday, Oct. 21, from 10 a.m. to noon

Eligible applicants can RSVP for the upcoming webinars on the SCAG [SCP Website](#), which has more details about the AT&S project types and the overall program, as well as links to the online applications, program guidelines, fact sheet, a toolkit for local champions, and other resources for applicants.

## GO HUMAN ACTIVE ACROSS THE REGION – AND STATE

### September Advertising Campaign and Regional Survey Outcomes

SCAG launched *Go Human's* paid regional advertising campaign in August 2020, with updated stakeholder-tested messaging, in anticipation of the time of year with the highest rate of collisions due to reduced daylight hours. The media purchases targeted drivers with a "point of engagement" strategy, utilizing billboards, gas pump toppers, convenience store sheets, bus shelters, and digital and social media ads, among others, with messaging reminding drivers to slow down and watch for pedestrians. The campaign achieved over 300 million

impressions (each time someone views the advertisement). To date, *Go Human* has achieved over 1.25 billion impressions related to traffic safety messaging across the region. Additionally, SCAG completed an evaluation of the campaign effectiveness and found that over 80 percent of drivers found the ads motivating.

### Co-Branding and Leveraging Strategies

To extend the reach of the paid advertising campaign, *Go Human* implemented a local co-branding strategy with partners. Through *Go Human*, SCAG developed 17 partnerships and developed 2,861 materials. Campaign branding was even utilized outside of the SCAG region, including in Placer County in support of their Active Transportation Program-funded project, complementing infrastructure strategies with safety messaging. Other strategies leveraged the advertisement campaign to advance a message of safety. The SCAG [Safety Pledge](#) called on local governments to commit to improving safety by adopting a Vision Zero plan, hosting a pop-up safety demonstration, implementing a safety outreach campaign, among other actions. The pledge was signed by 44 signatories representing 30 jurisdictions. The [Safe Driver Pledge](#) encouraged drivers to keep everyone on the road safe and was signed by 122 residents of the SCAG region. SCAG's highly successful *Go Human* Twitter Chat further engaged stakeholders in virtual safety conversations, reaching over 80,000 unique viewers and building over 430,000 impressions.

### September Mini-Grant Outcomes

In conjunction with the advertising campaign, *Go Human* launched the Local Community Engagement and Safety Mini-Grants program in July, awarding more than \$210,000 to 28 projects across the region. Developed as a funding program to improve safety for people walking and biking, the program expanded the concept of traffic safety in response to the pandemic and efforts to reduce the transmission. Awarded projects spanned a wide range of creative engagement activities that prioritized the mobility and transportation needs of those most impacted by COVID-19. Projects included storytelling radio series focusing on transit, virtual workshops for youth, free bike match and repair for essential workers and families, and co-creation of community resilience and safety resources, among many other creative and impactful projects. The implementation period of the Mini-Grant closed in September. Awardees reached an additional 76,500 people to support safety and street-level resiliency planning.

## SCAG PARTICIPATES IN 2020 CALIFORNIA AMERICAN PLANNING ASSOCIATION VIRTUAL CONFERENCE PANEL

At the 2020 California American Planning Association (APA) Virtual Conference held from Sept. 14-16, SCAG staff, alongside representatives from St. Joseph's Hospital, Helpline Youth Counseling, and City of Perris, participated in a panel called, "Implementing the Disadvantaged Communities Planning Tool to Secure Active Transportation Funding." The Disadvantaged Communities Planning Initiative is focused on delivering active transportation plans for historically disinvested communities. Panelists shared lessons learned on topics ranging from inclusive and effective engagement, the challenges of developing community stakeholder groups, utilizing temporary demonstration projects, and helping prepare jurisdictions for successful active transportation grant applications.

## TOOLBOX TUESDAY TRAINING FOCUSES ON HYDROGEN

On Sept. 22, SCAG hosted a Toolbox Tuesday webinar, "Up to Code: Hydrogen Station Permitting, Market Trends and Zero-Emission Fleets." Featuring speakers from the Governor's Office of Business and Economic Development (GO-Biz), SunLine Transit Agency, and the California Fuel Cell Partnership, this event provided an overview of the technology, available vehicles, incentives, and safety for hydrogen stations that are powering nearly 10,000 hydrogen fuel cell electric vehicles on California's roads today. Highlights from the event include GO-Biz's newly updated [Hydrogen Station Permitting Guidebook](#), including market trends and lessons learned since the first edition was released in 2015, as well as SunLine Transit Agency's experience developing and supporting its zero-emission bus fleet in Southern California. A recording of the webinar and downloads of the presentation are available on the [SCAG Sustainability webpage](#).

## SCAG JOINS OPR ADAPTATION PLANNING GUIDE WORKSHOPS TO HIGHLIGHT THE CLIMATE ADAPTATION FRAMEWORK

SCAG joined the Governor's Office of Planning and Research (OPR) Integrated Climate Adaptation and Resiliency Program Inland South and Los Angeles virtual Adaptation Planning Guide workshops that were held from Sept. 24-25 and geared towards local governments and stakeholders to provide information on recent adaptation planning resources. During the two workshops, SCAG presented on the Southern California Regional Climate Adaptation Framework, which is a collection of planning tools and resources, land use scenario analyses, and messaging strategies to help local jurisdictions across the SCAG region address their local climate hazards and develop effective adaptation plans. The framework, and associated tools and resources, is anticipated to fully launch by the end of December 2020. The Outreach Toolkit that is currently [available on the SCAG website](#) contains a collection of community capacity building templates on climate messaging.

## SCAG HONORED WITH THE 2020 WTS-LA EMPLOYER OF THE YEAR AWARD

SCAG was recently honored by the WTS Los Angeles (WTS-LA) Chapter Board of Directors as the 2020 Employer of the Year. WTS-LA recognized SCAG's commitment to excellence, outstanding record of diversity in hiring and promotion, support of continuing education and professional development, commitment to parental leave and social justice, and the agency's continued leadership in the transportation sector. WTS-LA is one of the largest chapters of WTS International, a 6,500-strong international organization dedicated to the advancement of women in transportation.

## SCAG HONORED WITH TWO EXCELLENCE AWARDS FROM THE AMERICAN PLANNING ASSOCIATION

The APA California Chapter has honored SCAG with two awards of excellence for the agency's work in establishing an active transportation database and its climate adaptation communications strategies. SCAG was honored with the Excellence Award in the category of Best Practices for its active transportation data collection tools. Launched in March 2019, the [Active Transportation Database](#) was developed to streamline and simplify data collection, make it easier to count pedestrians and bicyclists, and measure how frequently people in a certain area bike or walk. SCAG earned its other Excellence Award in the category of Public Outreach for its climate adaptation communications strategies. Working with the 191 cities and six counties it represents, SCAG led a regionwide effort to [support regional climate adaptation planning](#). The project is helping to connect local and regional land use and transportation planning with state policy goals and includes an extensive cross-sector public engagement process.

## AIR QUALITY PLANS FOR COACHELLA VALLEY AND SOUTH COAST RECEIVED FEDERAL APPROVAL

On July 2, the U.S. Environmental Protection Agency (EPA) published in the Federal Register a proposed rule to approve the latest fine particulate (PM<sub>2.5</sub>) state implementation plan (SIP) for the South Coast region to address the federal 2012 annual PM<sub>2.5</sub> ambient air quality standards. On Sept. 16, the EPA also published a final rule to approve the latest ozone SIP for Coachella Valley to address the federal 2008 8-hour ozone standards. SCAG staff had previously worked with the staff of the South Coast Air Quality Management District and the California Air Resources Board in developing these air plans including the associated new transportation conformity budgets. If the former proposed rule is finalized as anticipated, South Coast would fulfill all air quality planning requirements except for one element under conditional approval for the 2012 annual PM<sub>2.5</sub> standards. Once the latter final rule becomes effective on Oct. 16, Coachella Valley would fulfill all air quality planning requirements except for one element under deferred action for the 2008 ozone standards. Failure to meet the required federal air quality planning requirement could lead to serious consequences that impact the regional transportation plan, program, and projects. In addition, once effective, the new PM<sub>2.5</sub> and ozone transportation conformity budgets in the respective air quality plans will apply to Connect SoCal, the Federal Transportation Improvement Program, and their respective amendments. For additional information, please visit the Federal Register Notices for the [South Coast proposed rule](#) and the [Coachella Valley final rule](#).



**Date:** October 9, 2020  
**To:** ICTC Management Committee  
**From:** Gustavo Dallarda, Caltrans District 11, District Director  
**Re:** **District Director's Report**

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The following is the California Department of Transportation, District II report for the Imperial County Transportation Commission (ICTC) Management Committee meeting of October 14, 2020:

1. **Project Updates:**

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

2. **Construction:**

I-8/Imperial Avenue Interchange

The project includes installing two ramps that will provide direct access to southbound Imperial Avenue which will provide connectivity to the south portion of El Centro. These improvements will complement the City of El Centro's plans for future development.

Construction crews successfully demolished and removed the existing bridge at the I-8/Imperial Avenue interchange overnight on July 23, 2020. Since then, crews continue importing soil to build the ramps and new bridge abutments. Once completed, the abutments will be left to settle for a required time until early December.

### Construction (continued):

During the next few weeks the contractor will be implementing erosion control measures on the constructed slopes. *Soil excavation resumed in mid-September, with the installation of drainage systems throughout the southern portion of the project beginning on October 5, 2020.*

Work will take place weekdays from 7:00 a.m. to 3:30 p.m. for the time being. Eastbound I-8/Imperial Avenue ramps will continue to be closed through spring 2021.

Informational materials are available at:

<https://dot.ca.gov/caltrans-near-me/district-11/current-projects/i8-imp-interchange>

*The project schedule has been advanced.* The project is expected to open to traffic in *late 2021 or early 2022*, with plant establishment and close out work continuing through 2023.

### SR-98 Widening Project

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. 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 by the City of Calexico.

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 \$8.2 million using a combination of 2016 Earmark Repurposing, Demonstration, and Traffic Congestion Relief funds. The project has a \$1.7 million funding shortfall for which Caltrans is requesting an ICTC contribution of \$200,000, the remaining \$1.5 million shortfall would be covered by various other State funds which will be considered at the October CTC meeting. Consideration of the additional ICTC contribution will be considered during the September LTA meeting.

### SR-111 Niland Geyser/Mudpot

The SR-111 Niland Geyser/Mud Pot is active. A second caldera developed and is holding steady at approximately 45 feet away from SR-111. Crews tied in the temporary detour road that was previously constructed and opened it to traffic on August 5, 2020 at 9:00 a.m. The temporary detour will remain in place as the mud pot moves beyond the original freeway.



### 3. Traffic Operations:

#### SR-86/Customs & Border Protection Checkpoint Expansion

ICTC informed Caltrans that the scope of the project has changed to add a second detour lane into the existing canopy to perform inspection. ICTC will work with their consultant and will provide Caltrans with a traffic study to identify necessary SR-78/SR-86 intersection operation improvements to accommodate the change in inspection operation. A location for secondary inspection is still being analyzed. Once Caltrans agrees with the operational improvements, ICTC/AECOM will submit design plans for review and approval of their project. An environmental document as well as all other appropriate studies will be needed to finalize the project. A series of permits will be required for their existing traffic control at the checkpoint, for the inspection operations and equipment within the facility, and for a temporary checkpoint while the project is in construction. A new Freeway Maintenance Agreement will be required for the portion of the existing canopy that is within Caltrans ROW.

### 4. Planning:

#### SR78/Glamis OHV Crossing Feasibility Study

Caltrans was successful in obtaining State Planning and Research funds for a feasibility study to develop alternatives for an Off Highway Vehicle (OHV) grade separated crossing over the Union Pacific rail line in Glamis. ICTC is the project manager for this study with Caltrans providing funding, contract oversight and participation on the Technical Working Group (TWG). This study began in late 2019 and will conclude in early 2021.

The Feasibility Study objectives and outcomes include developing a problem statement, identifying feasible alternatives for a grade separated crossing along with the constraints, costs and risks of each alternative, and establishing a path forward for a preferred alternative including identification of agency responsibility, funding mechanisms, anticipated costs and risks throughout the project life

After considerable dialogue with the TWG and stakeholders, four potential alternatives have been developed. Five TWG meetings have been held, one on-site public outreach event was held in Glamis in January 2020, and the second Public Outreach process began on October 8, 2020. Due to restrictions on in-person meetings, the second Public Outreach process will include an on-line input portal for review of the draft documents which will be open for comments until November 6, 2020. There will also be two opportunities for virtual meeting input on Wednesday, October 21 and Saturday, October 24, 2020. For additional information and to register for a virtual public outreach, please go to the following weblink:

<http://www.imperialctc.org/sr-78-glamis-crossing>

Following the review period and any comments received at the two virtual public outreach events, the draft documents will be revised and presented to ICTC Management, Technical Advisory Committee and Commission for their information and comment. Following incorporation of comments, the Final Report will be presented for approval. This process is expected to be complete by February 2021, at the latest.

## Planning (continued):

### El Centro General Plan, Land Use, Mobility Element and Environmental Justice Update:

The City of El Centro was successful in obtaining a Sustainable Communities Planning Grant from Caltrans which will address such topics as reducing suburban sprawl and vehicle dependency, and encouraging multimodal activity. The updated Plan will embrace key planning principles and goals such as GHG emission reduction targets, provide consistency with the Southern California Association of Governments (SCAG) Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS), provide improvements to public health, reduce vehicle miles traveled (VMT), and seek improvements to transportation technology as well as to incorporate Active Transportation Planning goals.

This contract was awarded to Chen Ryan and City Place Planning. The kick-off meeting was held on August 20, 2019 and the contract is expected to be complete in early 2021.

Caltrans recently reviewed the 2040 City of El Centro General Plan Update Notice of Preparation (NOP) Draft Program Environmental Impact Report (PEIR) and submitted a letter to the City of El Centro on August 17, 2020. Caltrans Environmental, Traffic Engineering Analysis and Planning (Complete Streets/Mobility Network)

Caltrans Internal Divisions had an opportunity to provide comments in the letter. The 2040 City of El Centro General Plan PEIR will be released soon and Caltrans will have the opportunity to review this document in its entirety.

### District II Active Transportation Plan:

Caltrans District II is developing an Active Transportation Plan for San Diego and Imperial Counties. This plan will include an existing conditions analysis and a prioritized list of identified bicycle and pedestrian needs on and around the State Highway System.

Input from regional and local partner agencies and local advocates is essential to the development of this plan. Caltrans encourages our partner agencies to participate in the Active Transportation Plan Working Group (ATPWG). Your agency's involvement will ensure Caltrans has an accurate inventory of existing conditions as well as planned and necessary active transportation improvements.

Further outreach will occur at future TAC meetings and through non-traditional methods such as social media and virtual meetings.

### Border Master Plan (BMP):

The BMP is a comprehensive, binational approach to coordinate the planning and delivery of international land Ports of Entry (POEs) and their transportation infrastructure projects.

The first BMP, completed in 2008, formalized the binational dialogue between the United States and Mexico and established a structure for the BMP process. The 2014 BMP refreshed previous

## Planning (continued):

efforts, reprioritizing projects and developing a framework for transportation project sensitivity analysis. Building upon the efforts of the previous two BMPs, the 2021 BMP will broaden outreach activities to gain new insights on border issues, assess current border conditions, determine the status of border transportation projects, and identify new border improvement strategies.

During the summer of 2020, the following items were accomplished:

- Two stakeholder surveys
- Two workshops:

*The next meeting will be held on October 20, 2020. This meeting will be a joint session of the BMP Policy Advisory Committee (PAC) and the Technical Working Group (TWG). The PAC will be asked to approve the draft Transportation Innovative approach for the border. TWG members will then participate in a special training session that will explain how stakeholder agencies can nominate binational transportation projects for inclusion and ranking in the BMP.*

## 5. Local Assistance:

### October 19, 2020 – Highway Safety Improvement Program (HSIP) Cycle 10 Call for Projects (update)

Caltrans Division of Local Assistance announced the local HSIP Cycle 10 Call-for-Projects on May 5, 2020. *The revised application deadline is October 19, 2020.*

For additional information on the HSIP Cycle 10, please see the following link:

<https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/hsip/2020/hsipcycle10announcement.pdf>

*Resources and presentations from the recent Webinar are now posted through the following link.*

<http://www.localassistanceblog.com/2020/06/13/new-resources-hsip-cycle-10-webinar>

### January 29, 2021 - Federal Fiscal Year 20/21 Requests for Authorization/Obligation Due:

*Funding Requests for Authorization (RFA) for this federal fiscal year are due by January 31, 2021. Please continue to transmit RFA submittals and minimize delay in obtaining fund authorizations.*

Note the Obligation Authority (OA) funds for redistribution are dwindling faster than in prior years. Also, make sure that funds are programmed appropriately.

## Local Assistance (continued):

### Preparation Schedule for CTC Allocation Requests:

Please review the attached schedule of deadlines to send allocation request packages for CTC approval during the January 2021 CTC meeting. When possible, do not wait to submit requests. Caltrans District II must receive all documents at least two months prior to the preferred CTC meeting date. *Wednesday, November 25, 2020 is the next deadline (for the January 27-28, 2021 CTC meeting).*

### FHWA Virtual Tradeshow Resources

*The Tribal, Rural and Local Road Safety Virtual Tradeshow is available via this FHWA website:*

[https://safety.fhwa.dot.gov/local\\_rural/tribal/Local\\_Rural\\_Local\\_Road\\_Virtual\\_Trade\\_Show.pdf](https://safety.fhwa.dot.gov/local_rural/tribal/Local_Rural_Local_Road_Virtual_Trade_Show.pdf)

*This Virtual Booth has many safety resources (reports, brochures, videos, etc.) linked to the FHWA Safety website.*

### Title VI Nondiscrimination Program

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

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

*Effective immediately, all local agencies are required to insert the clause from Appendix E of the Title VI Assurance in each federal-aid contract.*

*U.S. Department of Transportation Order No.1050.2 requires adding Appendix E, which is not included in Exhibit 4-C: Master Agreement – Administering Agency-State Agreement for Federal-Aid Projects. All local agencies must include the provisions indicated in Appendices A – E of the Title VI Assurances in all federal-aid contracts between an agency and a contractor.*

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

**Local Assistance (continued):**

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

Please note the following new link with guidance to local agencies on processing Title VI complaints:

<https://dot.ca.gov/programs/local-assistance/guidance-and-oversight/title-vi>



### ENVIRONMENTAL

1. SR-186/I-8 Quechan Interchange Improvements\*  
Complete Nov 2021
2. SR-186 All-American Canal Bridge  
Complete Mar 2023
- 3A. SR-86 USBP Checkpoint Canopy\*  
Complete Dec 2020

### DESIGN

- 3B. SR-86 USBP Checkpoint Canopy\*  
Complete July 2021
4. I-8 Colorado River Viaduct  
Complete April 2021
5. SR-98 Widening Phase 1C Ollie Ave to Rockwood Ave  
Complete Feb 2020; Begin Construction Spring 2021
6. SR-111 Pavement Rehabilitation, Border to SR-98  
Complete Nov 2020

### CONSTRUCTION

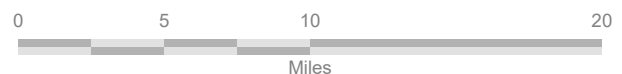
7. Calexico East POE Bridge Widening  
Design/Build Begin Mar 2021; Complete June 2023
8. SR-86/Dogwood Road Intersection Improvements County Permit\*  
Complete Oct 2022
9. I-8/Imperial Ave Interchange Improvements  
Open to Traffic May 2022; Complete May 2023
10. SR-86 Tamarack Bridge Erosion Damage Repair  
Complete September 2020

### RELINQUISHMENT

11. SR-86 Relinquishment to County of Imperial  
Date Estimate 2026
12. SR-86 Relinquishment to City of El Centro  
Date Estimate 2026
13. SR-111 Relinquishment from 2nd St to SR-98 to City of Calexico  
Date Estimate 2022

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

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



:Project funded by Senate Bill 1

Abbreviations:

GSA: General Services Administration

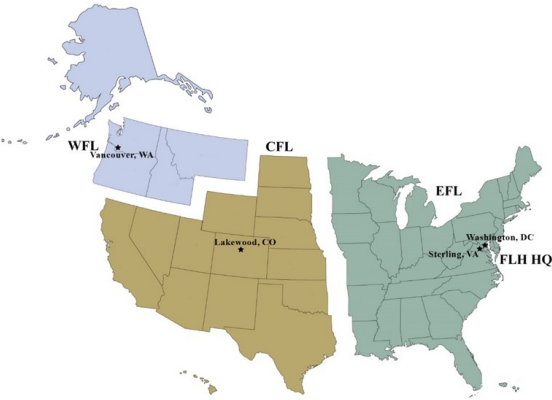
46: Port of Entry

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

Questions can be directed to (619) 688-6699  
ct.public.information.d11@dot.ca.gov

Date: 09/03/2020





### Our Mission

Improving transportation to and within Federal and Tribal Lands by providing technical services to the highway transportation community, as well as building accessible and scenic roads that ensure the many national treasures, within our Federal Lands, can be enjoyed by all.

### Have any questions about FLAP?

Call or email Central Federal Lands Highway Division's (CFLHD) FLAP Program Points of Contact below:

**James Herlyck**, Access Program Manager  
 720-963-3698, [James.Herlyck@dot.gov](mailto:James.Herlyck@dot.gov)

**Laurie Miskimins**, FLAP Planner  
 720-963-3455, [Laurie.Miskimins@dot.gov](mailto:Laurie.Miskimins@dot.gov)

### California's PDC Members

The Programming Decisions Committee (PDC) determines FLAP programming decisions in each state. PDC members' contact information can be found [here](#).

## Federal Lands Access Program

*Improving access to and within federal lands*

# California

The **Federal Lands Access Program (FLAP)** was established under the Moving Ahead for Progress in the 21st Century Act (MAP-21) and continued under the Fixing America's Surface Transportation Act (FAST). The program funds projects that provide access to, are adjacent to, or are located within Federal Lands that are owned or maintained by a State, County, Local Government, or tribe. Priority will be given to projects accessing high-use Federal recreation sites or Federal economic generators. The program intends to supplement State and local resources for public roads, trails, transit systems, and other transportation facilities.

#### Next Call for Projects:

**November 2020 - April 2021**

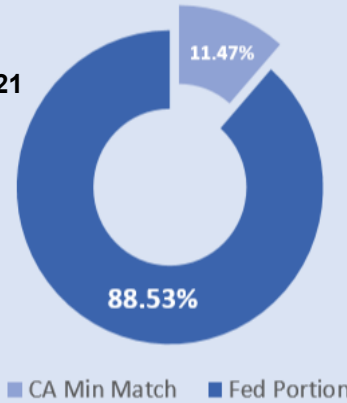
*Exact dates will be posted in late October.*

#### Advertised Amount

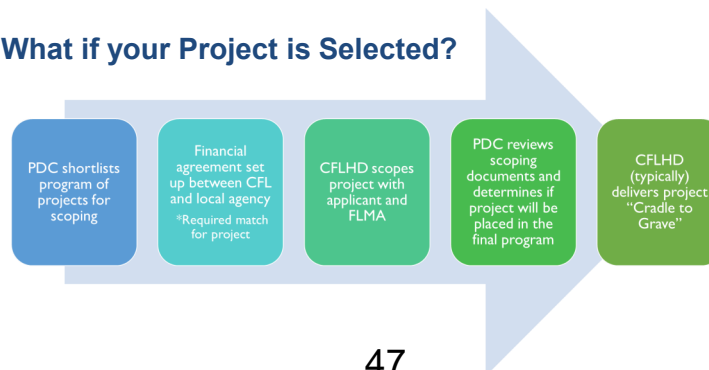
\$50-\$90 Million

#### Fiscal Years to Program

FY26-FY28



### What if your Project is Selected?



### Eligibility

#### Your project must:

- Be a public highway, road, bridge, trail or transit system;
- Be located on, is adjacent to, or provides access to Federal lands; typically near the vicinity of the boundary;
- Have title or maintenance responsibility vested with State, County, Local Government, or Tribe;
- Meet the minimum non-federal match requirement of 11.47% of project eligible costs, over-match is encouraged;
- Be endorsed and supported by Federal Land Management Agency (FLMA).

#### Type of Projects include:

- Rehabilitation/ Restoration/ Construction/ Reconstruction;
- Engineering;
- Operation and maintenance of transit facilities;
- Planning & research;
- Any transportation project eligible for assistance under Title 23.

### Project Delivery

CFLHD delivers the majority of projects in the FLAP program in the 14 western states in which the division administers the program. Applicants may request delivery by another agency. CFLHD makes the final delivery decisions.

### Ready to Apply? Mark the Calendar!

Application materials available  
**November 2020.**

Visit the [CA FLAP website](#) for more details.

# California Federal Lands Access Program 2020 Call for Projects

## Project Submittal Requirements

✓ **Checklist**

Review program guidance, eligibility and match requirements.

✓ **Project Scope**

Develop projects with reasonable scope and cost estimate to meet federal requirements (standards, NEPA, contracting, etc.)

✓ **Data**

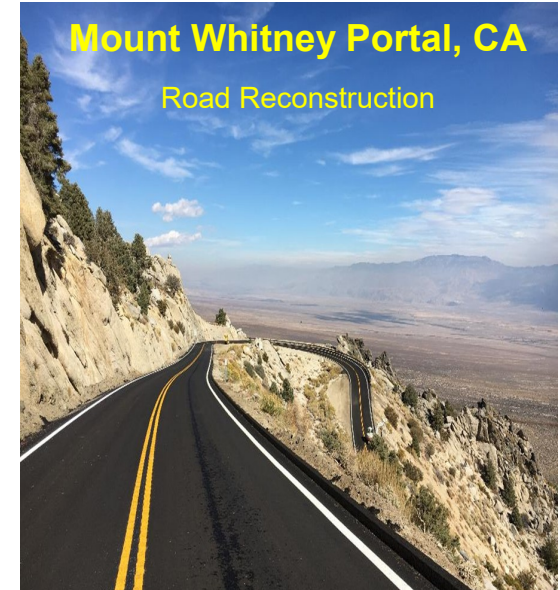
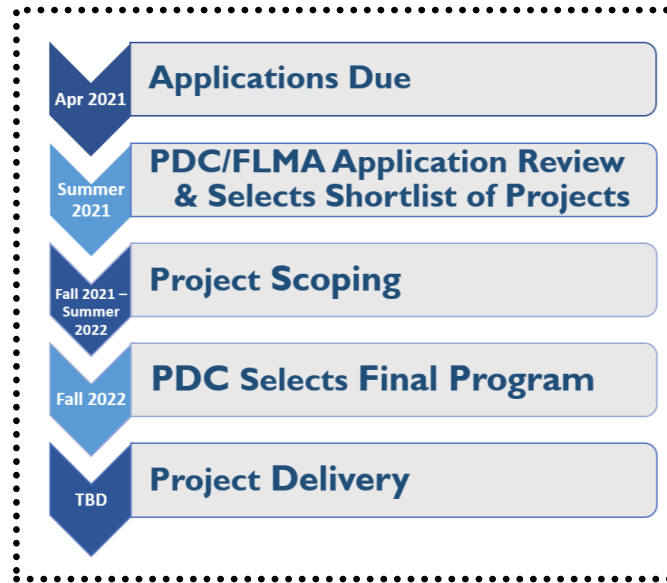
Provide best available traffic and safety data in application.

✓ **Illustrate**

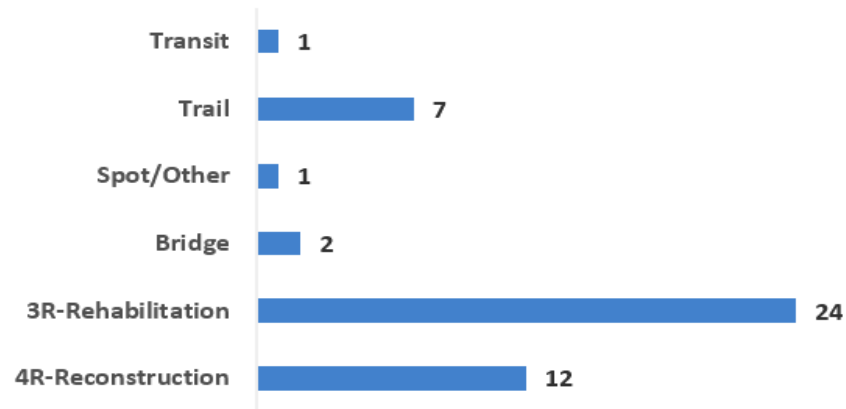
Provide photos, maps, brochures and any other information that helps the PDC understand the significance of the project and the access to federal lands.

✓ **Coordinate**

Coordinate/communicate with Federal Land Management Agency during application development.



Project Types Selected in Previous Cycles



CA Previous Call for Projects Cycles

|                | Applications Received | Projects Selected | FLAP Funds Requested | Total FLAP Funds Programmed |
|----------------|-----------------------|-------------------|----------------------|-----------------------------|
| Cycle 1 (2013) | 63                    | 21                | \$285 Million        | \$350 Million               |
| Cycle 2 (2014) | 56                    | 13                | \$270 Million        |                             |
| Cycle 3 (2017) | 64                    | 13                | \$417 Million        |                             |

**Attend a Prospective Applicants Webinar to Know More!**

Dates TBD. See the CA FLAP website in November 2020 for additional attendance details. No registration is required.



**2021 PREPARATION SCHEDULE  
CALIFORNIA TRANSPORTATION COMMISSION (CTC) MEETINGS  
AGENDA ITEM(S) DUE DATES**

Prepared by:

OFFICE OF CTC LIAISON

DIVISION OF FINANCIAL PROGRAMMING

CALIFORNIA DEPARTMENT OF TRANSPORTATION

As of:

August 2020

| <p align="center"><b>2021<br/>California Transportation<br/>Commission<br/>(CTC)<br/>Meeting Schedule</b></p> | <p align="center"><b>Local Agency<br/>Submits Off System<br/>Funds Requests,<br/>Program<br/>Amendments, and<br/>Time Extensions to<br/>Caltrans Districts</b></p> | <p align="center"><b>District Submits<br/>Off System and<br/>On System<br/>Requests to HQ<br/>Divisions</b></p> | <p align="center"><b>HQ Divisions<br/>Submit Final Off<br/>System and On<br/>System Requests<br/>to Budgets</b></p> | <p align="center"><b>Final<br/>Agenda<br/>Language<br/>Due From HQ<br/>Divisions to<br/>Office of CTC<br/>Liaison</b></p> | <p align="center"><b>Final Book Items<br/>Due from HQ<br/>Divisions to<br/>Office of CTC<br/>Liaison</b></p> |
|---|--|---|---|---|--|
| <p align="center"><b>Date and Location:</b></p>   | <p align="center"><b>10:00 AM<br/>District and CTC</b></p>   | <p align="center"><b>10:00 AM<br/>HQ Divisions</b></p>  | <p align="center"><b>5:00 PM<br/>Email to Budgets</b></p>   | <p align="center"><b>10:00 AM<br/>Email to CTC Liaison<br/>OCTCL Email:<br/>CTCLiaison@dot.ca.gov</b></p>                 | <p align="center"><b>10:00 AM<br/>Email to CTC Liaison<br/>OCTCL Email:<br/>CTCLiaison@dot.ca.gov</b></p>    |
| <p align="center"><b>Jan 27-28 - Stockton</b></p>   | <p align="center">Mon, Nov 30, 20</p>  | <p align="center">Mon, Dec 7, 20</p>  | <p align="center">Mon, Dec 14, '20</p>  | <p align="center"><b>Fri, Dec 18, '20</b></p>   | <p align="center"><b>Mon, Dec 21, '20</b></p>  |
| <p align="center"><b>Mar 24-25 - San Diego</b></p>  | <p align="center">Mon, Jan 25, 21</p>  | <p align="center">Mon, Feb 1, 21</p>  | <p align="center">Mon, Feb 8, '21</p>   | <p align="center">Wed, Feb 17, '21</p>  | <p align="center">Thu, Feb 18, '21</p>   |
| <p align="center"><b>May 12-13 - San Francisco</b></p>  | <p align="center">Mon, Mar 15, 21</p>  | <p align="center">Mon, Mar 22, 21</p>   | <p align="center">Mon, Mar 29, '21</p>  | <p align="center">Wed, Apr 7, '21</p>   | <p align="center">Thu, Apr 8, '21</p>  |
| <p align="center"><b>June 23-24 - Sacramento</b></p>  | <p align="center">Mon, Apr 26, 21</p>  | <p align="center">Mon, May 3, 21</p>  | <p align="center">Mon, May 10, '21</p>  | <p align="center">Wed, May 19, '21</p>  | <p align="center">Thu, May 20, '21</p>   |
| <p align="center"><b>Aug 18-19 - Los Angeles</b></p>  | <p align="center">Mon, Jun 21, 21</p>  | <p align="center">Mon, Jun 28, 21</p>   | <p align="center"><b>Tue, Jul 6, '21</b></p>  | <p align="center">Wed, Jul 14, '21</p>  | <p align="center">Thu, Jul 15, '21</p>   |
| <p align="center"><b>Oct 13-14 - Baskerfield</b></p>  | <p align="center">Mon, Aug 16, 21</p>  | <p align="center">Mon, Aug 23, 21</p>   | <p align="center">Mon, Aug 30, '21</p>  | <p align="center">Wed, Sep 8, '21</p>   | <p align="center">Thu, Sep 9, '21</p>  |
| <p align="center"><b>Dec 8-9 - Riverside</b></p>  | <p align="center">Mon, Oct 11, 21</p>  | <p align="center">Mon, Oct 18, 21</p>   | <p align="center">Mon, Oct 25, '21</p>  | <p align="center">Wed, Nov 3, '21</p>   | <p align="center">Thu, Nov 4, '21</p>  |

\* No Scheduled Meeting in: February, April, July, September and November

Moved - July 4 (Observed)

Moved -Christmas

Moved -Christmas

# **VI. INFORMATION CALENDAR**

## VI. INFORMATION CALENDAR

### **A. IVRMA PROGRAM REPORT**

# IMPERIAL VALLEY RESOURCE MANAGEMENT AGENCY

SERVING THE CITIES OF BRAWLEY, CALEXICO, CALIPATRIA, EL CENTRO,  
HOLTVILLE, IMPERIAL, WESTMORLAND AND COUNTY OF IMPERIAL



## AGENDA REPORT

**TO:** IVRMA Board Members and City / County Managers  
**FROM:** Daveline Villaseñor, Project Manager  
**SUBJECT:** IVRMA Board Meeting  
**MEETING DATE:** October 22, 2020

---

### STAFF REPORT

1. **TCU 17 Grant:** TCU 17 The Final Report and 4<sup>th</sup> Payment Request has been submitted and has been approved for a total reimbursement of \$83, 418.38 including the 10% previously held. Grant is now closed. The total expenditures of \$234,111.16 has been reimbursed for this grant to Membership between July 2018 thru September 2020.
2. **TCU 18 Awards:** IVRMA has not yet received the Notice to Proceed to begin expenditures for this grant.
3. **City Clean-Events:** City of Heber will be hosting a clean-up event on October 17, 2020.
4. **IVRMA TAC:** The meeting held on September 24, 2020 provided and discussed each city's compliance status with CalRecycle legislates on the City Compliance Status Report of August 2020. CalRecycle strongly encourage all cities to be in compliance with AB1826 Mandatory Commercial Organics Recycling (MORe) as soon as possible. Legislate AB1826 MORe due date was January 1, 2020. As shown on the City Compliance Status Report all jurisdictions are clearly behind in meeting this requirement with the exception of the City of El Centro and Westmorland. During the IVRMA TAC meeting it was stated many cities are still pending to approve the organics rates in order for the hauler to move forward in providing the organics services.

The following cities are at a higher risk of receiving an informal letter of compliance which will request a written work plan drafted with a due date. CalRecycle also requested a one on one meeting with these cities requesting the City Managers to attend if possible.

- City of Brawley
- City of Calexico
- City of Imperial

All jurisdictions will receive a list provided by the Franchised Hauler through IVRMA of the properties that are not in compliance with AB341 MCR and/or AB1826 MORe. Jurisdictions where provided with a proposed text sample letter for both MCR and MORe to send out letters to these properties on city letterhead. The list will be sent to the city designated contact by IVRMA.

Possibly Exempt Properties - Green Waste Count for AB1826 –will be physically evaluated by a city designee or IVRMA for the City of Calipatria, El Centro, Holtville and Westmorland multifamily complexes to begin the exemption process.

CalRecycle will provide a two-hour presentation on SB1383 Organic Waste Reduction Programs at the next IVRMA TAC meeting on October 22, 2020

**IVRMA will be participating in the**

# 2020 Heber Cleanup



**1184 Rockwood Avenue  
(by the sewer plant)  
Saturday, October 17  
7AM to 12 PM (Noon)**

**Imperial Valley Residents – Free Collection:**

**Passenger and Light Truck Tires**

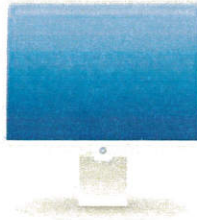
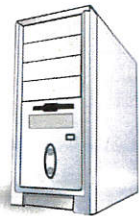
**(Rims Accepted)**

**NO TIRES FROM TIRE BUSINESSES!!!!**

No more than **9** tires without a Written Exemption from Environmental Health ---10 to 20 tires with a Written Exemption  
(Local Environmental Agency 442-265-1888)

**Must Show proof of residency (Utility bill or Driver's License)**

**FREE COLLECTION OF Computers-Monitors-TVs**



For more information call 760-337-4537 or 1-877-RECYCLE (1-877-732-9253)

[www.ivrma.org](http://www.ivrma.org)




**Imperial Valley Resource Management Agency**



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Funded by Grant from Cal Recycle



Tires generated from agricultural operations and small businesses that do not change tires on customer vehicles are eligible for collection at amnesty events . Manifest will be provided. Printed on Recycled Paper 

# City Compliance Status Report

## Republic Services

FY 2020-2021

**AB1826 MANDATORY ORGANICS RECYCLING:** Business and Multi-family dwellings with 5 units or more that generate organic material MUST subscribe to an organic recycling service.

**AB341 MANDATORY:** Business and Multi-family dwellings with 5 units or more that generate 4 cubic yards of trash per week must subscribe to a recycling service.

### Businesses

| <b>AB1826<br/>Businesses</b> | <b>Brawley</b>       | <b>Calexico</b>      | <b>Imperial</b>      | <b>Imperial<br/>County</b> |
|------------------------------|----------------------|----------------------|----------------------|----------------------------|
| Total Number of Properties   | 0                    | 0                    | 0                    | 0                          |
| Not Recycling                | 0                    | 0                    | 0                    | 0                          |
| Recycling                    | 0                    | 0                    | 0                    | 0                          |
| 3rd Party Hauling            | 0                    | 0                    | 0                    | 0                          |
| Exempt Properties            | 0                    | 0                    | 0                    | 0                          |
| Percent Not Recycling        | No Organic Rates Set | No Organic Rates Set | No Organic Rates Set | No Organic Rates Set       |

| <b>AB341<br/>Businesses</b> | <b>Brawley</b> | <b>Calexico</b> | <b>Imperial</b> | <b>Imperial<br/>County</b> |
|-----------------------------|----------------|-----------------|-----------------|----------------------------|
| Total Number of Properties  | 134            | 134             | 33              | 0                          |
| Not Recycling               | 76             | 48              | 1               | 0                          |
| Recycling                   | 27             | 86              | 32              | 0                          |
| 3rd Party Hauling           | 0              | 1               | 0               | 0                          |
| Exempt Properties           | 3              | 0               | 0               | 0                          |
| Percent Not Recycling       | 57%            | 36%             | 3%              | Currently Assessing        |

City Compliance Status Report  
 Republic Services  
 FY 2020-2021

AB1826 MANDATORY ORGANICS RECYCLING: Multi-family are not required to have a food waste diversion program ONLY GREENWASTE.  
 AB341 MANDATORY: Business and Multi-family dwellings with 5 units or more that generate 4 cubic yards of trash per week must subscribe to a recycling service.  
 NOTE: List of properties provided by city hauler.

**Multi-Family**

| <b>AB341<br/>Multif-Family</b> | <b>Brawley</b> | <b>Calexico</b> | <b>Imperial</b> | <b>Imperial<br/>County</b> |
|--------------------------------|----------------|-----------------|-----------------|----------------------------|
| Total Number of Properties     | 71             | 102             | 36              | 0                          |
| Not Recycling                  | 27             | 63              | 1               | 0                          |
| Recycling                      | 44             | 39              | 32              | 0                          |
| 3rd Party Hauling              | 0              | 0               | 0               | 0                          |
| Exempt Properties              | 3              | 0               | 0               | 0                          |
| Percent Not Recycling          | 38%            | 62%             | 3%              | Currently Assessing        |

| <b>AB1826<br/>Green Waste Count</b> | <b>Brawley</b>          | <b>Calexico</b>         | <b>Imperial</b>         | <b>Imperial<br/>County</b> |
|-------------------------------------|-------------------------|-------------------------|-------------------------|----------------------------|
| Total Number of Properties          | 0                       | 0                       | 0                       | 0                          |
| Not Recycling                       | 0                       | 0                       | 0                       | 0                          |
| Recycling                           | 0                       | 0                       | 0                       | 0                          |
| 3rd Party Hauling                   | 0                       | 0                       | 0                       | 0                          |
| Exempt Properties                   | 0                       | 0                       | 0                       | 0                          |
| Percent Not Recycling               | No Organic Rates<br>Set | No Organic Rates<br>Set | No Organic Rates<br>Set | No Organic Rates<br>Set    |

City Compliance Status Report  
CRR Waste Services  
FY 2020-2021

AB1826 MANDATORY ORGANICS RECYCLING: Business and Multi-family dwellings with 5 units or more that generate organic material MUST subscribe to an organic recycling service.  
 AB341 MANDATORY: Business and Multi-family dwellings with 5 units or more that generate 4 cubic yards of trash per week must subscribe to a recycling service.  
 NOTE: List of properties provided by city hauler.

**BUSINESSES**

| <b>AB1826<br/>Businesses</b> | <b>Calipatria</b> | <b>El Centro</b> | <b>Heber</b> | <b>Holtville</b> | <b>Westmorland</b> | <b>Imperial<br/>County</b> |
|------------------------------|-------------------|------------------|--------------|------------------|--------------------|----------------------------|
| Total Number of Properties   | 14                | 381              | 19           | 16               | 10                 | 0                          |
| Not Recycling                | 2                 | 8                | 6            | 1                | 1                  | 0                          |
| Recycling                    | 12                | 394              | 15           | 16               | 10                 | 0                          |
| 3rd Party Hauling            | 1                 | 32               | 2            | 1                | 1                  | 0                          |
| Possible Exempt Properties   | 1                 | 11               | 0            | 0                | 0                  | 0                          |
| Percent Not Recycling        | 14%               | 2%               | 32%          | 6%               | 10%                | Currently Assessing        |

| <b>AB341<br/>Businesses</b> | <b>Calipatria</b> | <b>El Centro</b> | <b>Heber</b> | <b>Holtville</b> | <b>Westmorland</b> | <b>Imperial<br/>County</b> |
|-----------------------------|-------------------|------------------|--------------|------------------|--------------------|----------------------------|
| Total Number of Properties  | 14                | 389              | 16           | 18               | 10                 | 0                          |
| Not Recycling               | 4                 | 37               | 0            | 1                | 1                  | 0                          |
| Recycling                   | 0                 | 78               | 4            | 4                | 5                  | 0                          |
| 3rd Party Hauling           | 0                 | 38               | 0            | 0                | 0                  | 0                          |
| Possible Exempt Properties  | 10                | 236              | 12           | 13               | 4                  | 0                          |
| Percent Not Recycling       | 29%               | 10%              | 0%           | 6%               | 10%                | Currently Assessing        |

City Compliance Status Report  
CRR Waste Services  
FY 2020-2021

AB1826 MANDATORY ORGANICS RECYCLING: Multi-family are not required to have a food waste diversion program ONLY GREENWASTE.  
AB341 MANDATORY: Business and Multi-family dwellings with 5 units or more that generate 4 cubic yards of trash per week must subscribe to a recycling service.  
NOTE: List of properties provided by city hauler.

**Multi-Family**

| <b>AB341<br/>Mult-Family</b> | <b>Calipatria</b> | <b>El Centro</b> | <b>Heber</b> | <b>Holtville</b> | <b>Westmorland</b> | <b>Imperial<br/>County</b> |
|------------------------------|-------------------|------------------|--------------|------------------|--------------------|----------------------------|
| Total Number of Properties   | 17                | 133              | 6            | 9                | 8                  | 0                          |
| Not Recycling                | 4                 | 8                | 2            | 1                | 0                  | 0                          |
| Recycling                    | 13                | 122              | 4            | 8                | 8                  | 0                          |
| 3rd Party Hauling            | 0                 | 0                | 0            | 0                | 0                  | 0                          |
| Possible Exempt Properties   | 0                 | 3                | 0            | 0                | 0                  | 0                          |
| Percent Not Recycling        | 24%               | 6%               | 33%          | 11%              | 0%                 | Currently Assessing        |

| <b>AB1826<br/>Green Waste Count</b> | <b>Calipatria</b> | <b>El Centro</b> | <b>Heber</b> | <b>Holtville</b> | <b>Westmorland</b> | <b>Imperial<br/>County</b> |
|-------------------------------------|-------------------|------------------|--------------|------------------|--------------------|----------------------------|
| Total Number of Properties          | 17                | 133              | 6            | 9                | 8                  | 0                          |
| Not Recycling                       | 2                 | 1                | 5            | 2                | 0                  | 0                          |
| Recycling                           | 4                 | 50               | 0            | 1                | 3                  | 0                          |
| 3rd Party Hauling                   | 1                 | 52               | 1            | 3                | 3                  | 0                          |
| Possible Exempt Properties          | 10                | 30               | 0            | 3                | 2                  | 0                          |
| Percent Not Recycling               | 12%               | 1%               | 83%          | 22%              | 0%                 | Currently Assessing        |



## ***Local Agency Letterhead***

### **Proposed Text for Sample MCR Letter**

**To:** Businesses operating in the City of **XXXX**

**From:** Insert name of agency contact (plus phone number-email if appropriate)

**Re:** State Mandatory Commercial Recycling (MCR) for Businesses and Multi-Family Communities

Your business or Multi Family Dwelling has been designated for Mandatory Commercial Recycling in the City of **XXXX**. At this time, your business does not have recycling services as required by State law (AB341). Please contact the City by **DATE** to arrange recycling services or identify your business as a Non MCR business.

#### **Who Must Recycle**

State law requires the following businesses to arrange for recycling services:

- Any business that generates 4 cubic yards or more of waste per week;
- Multi-family communities with five or more units.

#### **How to Arrange for Recycling Services**

Contact the City to set up a recycling account with the City's Franchise Hauler, **INSERT:**

**Insert contact Information**

- Business may also donate, sell and/or make other arrangements for pick up and recycling of the materials. This includes self-hauling the materials to recycling facilities. Please let the City of **XXXX** know you are doing this to comply with AB341. You will be asked to provide your recycling plan and the locations where recyclables will be taken.

#### **Opportunities to Save Money by Recycling**

In the City of **XXXX** you can save money by recycling more and disposing less. This is because recycling fees are less than waste disposal fees.

#### **Be Sure to Educate Your Employees**

Employees are key to a successful business recycling program. Please make sure your employees know which materials can be recycled and where to place the recyclable materials for

temporary storage and ultimate collection. Copies of the attached flyer (**attach Hauler's MCR Flyer**) may be useful to help educate and inform employees about proper recycling procedures.

### **Information for Apartment Owners-Managers**

It is important that both apartment managers and tenants understand the requirements to recycle, which materials can be recycled and where to place them for collection.

- State law requires multi-family communities with 5 or more units to recycle.
- State law requires apartment owners to offer recycling services and residents to recycle. Apartment owners may require tenants to recycle.
- The attached flyer can be used to educate tenants about proper procedures for recycling. Copies of the flyer may be duplicated; they are available at for printing and distribution to tenants.
- Consider placing the flyers in areas such as laundry rooms or at garbage collection locations.
- Consider giving the flyer to new tenants when the lease is signed and annually to all other tenants.
- Consider including recycling requirements in tenant leases.

For questions please contact **XXXXXX**:

**Insert Contact Information**

Sincerely,

Date: [insert date]

To: [Property Manager or Owner]

From: [City of XX]

Re: AB 1826, new organic recycling requirements

This letter is to inform you of [AB 1826 Chesbro \(Chapter 727, Statutes of 2014\)](#), requiring businesses and multifamily complexes to recycle their organic and green waste beginning April 1, 2016. With the passage of AB 1826, new organic recycling requirements will be phased in over several years and will help the State meet its goal to recycle 75 percent of its waste by 2020.

### **Requirements for Multifamily Complexes**

Multifamily complexes of five units or more are required to recycle their green waste beginning April 1, 2016 depending on the amount of waste they generate per week. The law requires that multifamily complexes arrange for recycling services for green waste, landscape and pruning waste, and nonhazardous wood waste by the following dates:

April 1, 2016 – generators of 8 or more cubic yards of organic waste per week;

January 1, 2017 – generators of 4 or more cubic yards of organic waste per week;

January 1, 2019 – generators of 4 or more cubic yards of solid waste (trash) per week;

January 1, 2020 – generators of 2 or more cubic yards of solid waste per week, if statewide disposal of organic waste is not decreased by half.

### **How do Multifamily Complexes Comply with These Regulations in the City of XXXX?**

1. Contact (Insert Hauler) to set up green waste collection services, or;
2. Work with your landscaper, and stipulate in the landscaping contract that the landscaper will recycle the green waste it collects from the business/multifamily complex. The green waste generated onsite may not be landfilled. If self hauled by the landscaper, it must be recycled.

For more information about the law, visit CalRecycle's Mandatory Commercial Organics Recycling webpage at <http://www.calrecycle.ca.gov/Recycle/Commercial/Organics/>

If you have any questions how to comply with AB1826, please contact XXXXXX for further assistance.

## CITY OF AZUSA EXEMPTION FORM

---

Assembly Bill (AB) 1826 requires businesses that generate a specified amount of solid waste per week to arrange for recycling services and for jurisdictions to implement a recycling program for organic materials from businesses subject to the law. AB 1826 allows certain exemptions based on the reasoning below. If you are exempt, please submit this form promptly, and indicate the reason for your exemption clearly.

To submit, email this form to the Athens Services Organics Team at [OrganicsRequest@athensservices.com](mailto:OrganicsRequest@athensservices.com), or return the form via mail to Athens Services at 5355 Irwindale Avenue, Irwindale, CA 91706.

**Fill in the following information for you or your company.**

|  |  |  |  |
|--|--|--|--|
| COMPANY OR NAME:                             |  |  |  |
| ADDRESS:                                     |  |  |  |
| BUSINESS TYPE (if applicable):               |  |  |  |
| NUMBER OF EMPLOYEES/TENANTS (if applicable): |  |  |  |

**1. Identify the type of material that you are claiming exemption from subscription to service (food waste and food-soiled paper waste, green waste, landscape, and pruning waste, nonhazardous wood waste, others).**

\_\_\_\_\_

**2. Identify the reason you are claiming for your exempt status (provide documentation to support your claim; note that all claims are subject to verification by City through site visits or other means):**

- \_\_\_\_\_ Not a commercial business
- \_\_\_\_\_ Special district, local public agency other than City, or the State of California
- \_\_\_\_\_ Commercial business self-hauling using own vehicles and employees (Provide Self-Haul Certification by March 31 for self-haul activities for the prior calendar year)
- Note: Hiring a third-party hauler is a violation of the City's franchised agreement with Athens Services and may be subject to fine and/or immediate revocation of exemption status.**
- \_\_\_\_\_ Using shared bin for organic waste
- \_\_\_\_\_ Inadequate space for the organic waste container, and infeasible to share
- \_\_\_\_\_ Compliance would result in violating City zoning or other regulations
- \_\_\_\_\_ Non-generator of organics
- \_\_\_\_\_ Other

By signing below, I agree to comply with the requirements of State Law as it applies to the material stream selected in Section 2 of this form and will participate in the recycling and organic material collection program if participation becomes possible and/or required in the future. I certify that the reasons for my exemption request as claimed above are complete and accurate.

Signature \_\_\_\_\_ Date: \_\_\_\_\_



# Mandatory Commercial Organics Recycling Compliance Certification Form

California law (Assembly Bill 1826) requires businesses and multi-family dwellings of five or more units to recycle organic waste. Organic waste is food waste, yard waste, landscape and pruning waste, and nonhazardous wood waste. Please complete this form to document your handling of organics in compliance with the law and return it to the City of Thousand Oaks.

1) **Name of Business/Organization:** \_\_\_\_\_

**Address** (Thousand Oaks Location): \_\_\_\_\_

**Contact Name:** \_\_\_\_\_ **Contact Title:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

## 2) Which of these materials do you generate at your site each week, and how much?

Approx. Volume Per Week (check the box that applies)

- |  |   |                                       |                                       |   |
|--|---|---------------------------------------|---------------------------------------|---|
| <input type="checkbox"/> Food Waste.....             | <input type="checkbox"/> 1 Residential Cart or less | <input type="checkbox"/> 1/4 Dumpster | <input type="checkbox"/> 1/2 Dumpster | <input type="checkbox"/> 1 Dumpster or more |
| <input type="checkbox"/> Green Waste/Landscape Waste | <input type="checkbox"/> 1 Residential Cart or less | <input type="checkbox"/> 1/4 Dumpster | <input type="checkbox"/> 1/2 Dumpster | <input type="checkbox"/> 1 Dumpster or more |
| <input type="checkbox"/> Other (e.g. wood waste)     | <input type="checkbox"/> 1 Residential Cart or less | <input type="checkbox"/> 1/4 Dumpster | <input type="checkbox"/> 1/2 Dumpster | <input type="checkbox"/> 1 Dumpster or more |

## 3) What do you do with your organics now? (Check all that apply)

- We don't generate any.
- Landscaper hauls green waste off site. Name of landscaping company: \_\_\_\_\_
- Employees take organic materials home or to an organics processing or composting facility.
- Our company transports organic materials to a centralized processing location. Where: \_\_\_\_\_
- Composting, a food waste digester, or other organics processing equipment are utilized on-site.
- Waste Management provides organics collection (using on-site organics collection containers).
- Other organics collection/processing company provides organics recycling service (Please include company name and material(s) collected below):  
\_\_\_\_\_

4) **Either**  We would like to subscribe to the City's organic recycling service through Waste Management,

**OR**  We would like to request an exemption from organics collection for the following reason:  
\_\_\_\_\_

## 5) I certify that the aforementioned business has reviewed and complied with the requirements of the State of California's Mandatory Commercial Organics Recycling Law (AB 1826) to the best of its knowledge and ability:

\_\_\_\_\_  
*Authorized Representative's Signature*

\_\_\_\_\_  
*Date*

\* Effective January 1, 2019, the requirement applies to those generating four cubic yards or more of total solid waste each week, regardless of how much of that waste is organic.

Return completed forms to: City of Thousand Oaks Public Works  
2100 Thousand Oaks Boulevard  
Thousand Oaks, CA 91362  
Attn: Mandatory Commercial Organics Recycling Compliance

**Submit**



[www.toaks.org/GoGreen](http://www.toaks.org/GoGreen)  
(805) 449-SAVE



Submit online or scan and e-mail to: [GoGreen@toaks.org](mailto:GoGreen@toaks.org)

# SB 1383 Compliance Process



California Department of Resources Recycling and Recovery

**CalRecycle**

## CalRecycle Compliance Assistance

California's effort to reduce super pollutants builds on the state's shared commitment to reduce greenhouse gas emissions, improve human health, and create clean jobs that support resilient local economies. Implementing a state-wide plan (SB 1383, Lara, Chapter 395, Statutes of 2016) to reduce short-lived climate pollutants, harmful super pollutants with significant warming impacts, is essential to achieving California's climate goals.

### **CalRecycle will provide compliance assistance to jurisdictions, including:**

- Implementation Checklists
- Training and Guidance
- Model Implementation Tools (Model: Franchise Agreement, Edible Food Recovery Agreement, Enforcement Ordinance, Procurement Policy)

## CalRecycle Enforcement Discretion

The SB 1383 enforcement structure allows CalRecycle to focus on compliance assistance first and dedicate enforcement efforts to serious offenders. Regulations allow for flexibility and deadline extensions in some instances when there are extenuating circumstances causing compliance issues despite a jurisdiction's substantial efforts, such as the COVID-19 pandemic and natural disasters.

While the regulations become effective Jan. 1, 2022, the enforcement process is an escalating process and the timelines are not triggered until a Notice of Violation (NOV) is issued.

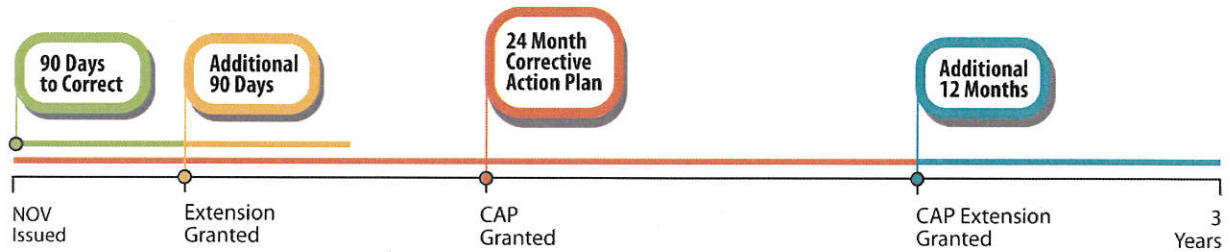
- CalRecycle has discretion to address compliance issues with a jurisdiction through compliance evaluations prior to moving to enforcement proceedings.
- CalRecycle will consider the totality of circumstances surrounding a jurisdiction's compliance prior to issuing NOVs.
- CalRecycle has discretion to issue NOVs and, depending on circumstances, not seek penalties.

If CalRecycle takes enforcement action, it can consider **extenuating circumstances** as well as **substantial efforts** made by a jurisdiction and place the entity on a Corrective Action Plan (CAP). CalRecycle has enforcement discretion to allow for a longer timeline for compliance.

- Low population and rural waivers also delay or exclude implementation of certain requirements for jurisdictions, or portions of jurisdictions, in particular circumstances.

Regulations allow for extended timelines (under certain circumstances), giving jurisdictions **up to 3 years** to come into compliance before penalties are issued.

## SB 1383 Enforcement Process Timeline



**Notice of Violation** - If CalRecycle determines a jurisdiction is violating one or more requirements and decides to take enforcement action, it must issue an NOV:

- A jurisdiction will have **90 days** to correct the violation.
- That timeframe can be extended an **additional 90 days** to a **total of 180 days** if the department finds that additional time is necessary.

**Corrective Action Plan (CAP)** - For violations due to barriers outside a jurisdiction's control (**extenuating circumstances**) and when a **substantial effort** is made towards compliance:

- Jurisdictions can be placed on a Corrective Action Plan, allowing up to **24 months** (from the date of the NOV issuance) to come into compliance.
- A CAP issued due to inadequate organic waste recycling infrastructure capacity may be **extended for a period of up to 12 months** if the jurisdiction has demonstrated **substantial effort** to CalRecycle.

**Extenuating circumstances are:**

- Acts of God such as earthquakes, wildfires, flooding, and other emergencies (such as pandemics) or natural disasters.
- Delays in obtaining discretionary permits or other government agency approvals.
- An organic waste recycling infrastructure capacity deficiency requiring more than 180 days to cure.

**Substantial effort** is where a Jurisdiction has done everything within its authority and ability to comply. **Substantial effort does not include** circumstances where a decision-making body of a jurisdiction has not taken the necessary steps to comply with the chapter, including, but not limited to:

- Failure to provide adequate staff resources to meet its obligations, or
- Failure to provide sufficient funding to meet its obligations, or
- Failure to adopt the ordinance(s) or similarly enforceable mechanisms.

If a jurisdiction does not demonstrate that they have made a **substantial effort**, they would not be eligible for the 2-3 year extended compliance deadlines. However, CalRecycle will consider the totality of circumstances surrounding a jurisdiction's compliance prior to issuing NOVs.

**Penalties are imposed after all other compliance actions have failed.**

- If a jurisdiction does not meet NOV or CAP deadlines, CalRecycle has another opportunity to exercise enforcement discretion by determining when to commence an action to impose penalties.
- When CalRecycle commences an action to impose administrative civil penalties, it shall serve an accusation and hold a hearing—if requested by the respondent (roughly, a 180-day process).

**AB 939's Good Faith Effort vs. SB 1383's Compliance Determination**

**AB 939 established a specified waste diversion target for each jurisdiction.**

- A **Good Faith Effort** determination relies upon a suite of indicators to determine if a jurisdiction is actively trying to implement programs and achieve its targets.

**SB 1383 establishes a statewide target and prohibits a target for each jurisdiction.**

- SB 1383 requires a more prescriptive approach and state minimum standards.
- Jurisdictions must demonstrate compliance with each prescriptive standard.
- Legislators amended SB 1383 to remove the requirement that CalRecycle use the AB 939 **Good Faith Effort** requirement for its enforcement for SB 1383.
- The 75 percent organic waste diversion target in 2025 will not be reachable with the longer compliance process under the **Good Faith Effort** standard.



# VI. ACTION CALENDAR

- A. Calexico Intermodal Transportation Center (ITC) Architectural and Engineering Services – Change Order – Contract Amendment
  - 1. Approve the contract amendment to the Architectural and Engineering Consultant Agreement for the Calexico Intermodal Transportation Center with Psomas in the amount of \$63,437.00 modifying the total contract value to \$621,321.63.
  - 2. Authorize the Chairperson to sign the contract amendment.



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

October 8, 2020

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

SUBJECT: Calexico Intermodal Transportation Center (ITC) Architectural and Engineering Services – Change Order – Contract Amendment

Dear Committee Members:

ICTC awarded the contract to Psomas, to assist with the development of the project improvement plans, specifications, contract documents and some environmental documentation required to complete the preliminary engineering for the Calexico ITC project. As a result of the proposed location and use of federal funds, ICTC is required to complete additional environmental studies to complete the environmental process for the project. The additional services required include: Completion of a Phase 1 Site Assessment, Relocation Impact Memorandum, Community Impact Assessment, Visual Resources Technical Memorandum, Cultural Assessment, Historical Resources Evaluation Report, Traffic Study and additional Project Management by Psomas Staff. The additional services are required to complete the environmental process under federal funding guidelines and to receive environmental clearance.

The initial agreement was approved by the commission in the amount \$557,884.63. The proposed change order submitted by Psomas is \$63,437.00. ICTC reviewed the proposed scope and fee and found the proposed cost to be reasonable. The total revised contract would be \$621,321.63. The proposed change order – contract amendment fee has been budgeted in ICTC FY 20/21 Budget.

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

1. Approve the contract amendment to the Architectural and Engineering Consultant Agreement for the Calexico Intermodal Transportation Center with Psomas in the amount of \$63,437.00 modifying the total contract value to \$621,321.63.
2. Authorize the Chairperson to sign the contract amendment.

Sincerely,

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

MARK BAZA  
Executive Director

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

1 **FIRST AMENDMENT TO AGREEMENT FOR SERVICES**

2 **Psomas**

3 THIS FIRST AMENDMENT TO AGREEMENT FOR SERVICES (“Amendment”), made and  
4 entered into effective \_\_\_\_\_, 2020, is by and between the **IMPERIAL COUNTY**  
5 **TRANSPORTATION COMMISSION** (“ICTC”) and **PSOMAS**, a California corporation  
6 (“CONSULTANT”) (individually, “Party;” collectively, “Parties”).

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

8 **WHEREAS**, ICTC and CONSULTANT entered into that certain Agreement for Services on  
9 September 26, 2018 (“Agreement”), through Minute Order No. 6A, incorporated by this reference as though  
10 fully set forth herein; and

11 **WHEREAS**, during the course of the performance of that Agreement the Parties became aware  
12 that additional services should be performed for the completion of said Agreement; and

13 **WHEREAS**, the Parties have identified the nature and cost of such additional work and wish to  
14 provide for the completion of the additional specialized work so identified; and

15 **WHEREAS**, Section 22 of the Agreement provides that no modification, waiver, amendment,  
16 discharge, or change of this Agreement shall be valid unless the same is in writing and signed by both  
17 parties.

18 **NOW, THEREFORE**, in consideration of their mutual covenants, ICTC and CONSULTANT have  
19 and hereby agree to the following:

- 20 1. A paragraph 1.3 shall be supplemented to read as follows:  
21 “A new 2020 scope of work (‘2020 SOW’) shall mean CONSULTANT’s proposal entitled  
22 ‘Calexico Intermodal Transportation Center, Engineering Services per Agreement dated  
23 9/26/18, Additional Services Request,’ dated September 17, 2020. The 2020 SOW is  
24 attached as **Exhibit ‘D’** and incorporated herein by this reference.”  
25 2. A paragraph 6.2 shall be supplemented to read as follows:  
26 “The total compensation payable under this Agreement for the work described in the 2020  
27 SOW shall not exceed \$63,437 unless otherwise previously agreed to by ICTC.”  
28

1           3.       All other terms and conditions of the Agreement are and will remain in full force and effect.  
2 There are no other modifications, express or implied except as herein provided.

3           **IN WITNESS WHEREOF**, the Parties have executed this Amendment on the day and year first  
4 above written.

5 **IMPERIAL COUNTY**  
6 **TRANSPORTATION COMMISSION**

**CONSULTANT**

7  
8  
9 \_\_\_\_\_  
By: GEORGE NAVA, Chairperson  
Imperial County Transportation Commission

\_\_\_\_\_

By: AGUSTIN CHANG, ENV SP  
Vice President / Project Manager

10 **ATTEST:**

11  
12  
13 \_\_\_\_\_  
By: CRISTI LERMA  
Secretary to the Commission

14  
15 **APPROVED AS TO FORM:**  
16 ADAM G. CROOK  
17 COUNTY COUNSEL

18  
19 \_\_\_\_\_  
By: Eric Havens  
Assistant County Counsel

September 17, 2020

Virginia Mendoza, Project Manager  
Imperial County Transportation Commission  
1503 N. Imperial Avenue, Suite 104  
El Centro, CA 92243

Subject: Calexico Intermodal Transportation Center  
Engineering Services per Agreement dated 9/26/18  
Additional Services Request

Dear Ms. Mendoza:

Psomas is submitting this scope of work (SOW) for services that are outside of Psomas' existing base contract for the Calexico Intermodal Transportation Center (CITC), dated September 26, 2018.

Imperial County Transportation Commission (ICTC) and Psomas staff had a kick off meeting on November 5, 2018. At that time, ICTC requested that Psomas review the feasibility of two potential sites, which included 1) a site located between Heffernan and Heber, and 2) a site located between Rockwood and Heffernan. ICTC and Psomas evaluated the feasibility of both sites, but ultimately the current site between Rockwood and Heffernan was selected. Thereafter, ICTC and Psomas met with the Caltrans National Environmental Policy Act (NEPA) liaison, Kevin Hovey, on January 7, 2019. At that time, ICTC and Psomas learned that Caltrans would require additional studies that were not previously identified in the base contract with Psomas. In July 2020, Caltrans confirmed the technical studies that would be required for the Project through their issuance of a signed Preliminary Environmental Study (PES) form. The tasks identified below in this SOW are outside of Psomas' base contract and are required to implement the Project.

**Task 101A – Project Management and Site Selection**

Psomas provided services to ICTC to help evaluate the feasibility of two potential sites. This task accounts for the additional meetings that occurred between ICTC and the design team to understand the changed Project conditions, scoping and concept development for two sites leading to the current site's selection. This task also includes coordination incurred related to the analysis of two sites, including with our subconsultants, and staff time required to complete additional Caltrans 10-H forms that were not accounted for in Psomas' base contract.

**Task 103A – Project Initiation**

The environmental technical studies and analyses described below were requested by Caltrans staff in the approved PES form (July 2020), which are outside of Psomas' base scope.

### INITIAL SITE ASSESSMENT (PHASE 1)

Psomas subconsultant LandMark Consultants will prepare an Initial Site Assessment (ISA) (e.g., a Phase 1) Memorandum to assess the Project site for hazardous materials. The ISA will be based on the objectives and procedures outlined in Caltrans Standard Environmental Reference (SER), Environmental Handbook (EH), Volume 1, Chapter 10, Hazardous Materials et al., *Initial Site Assessment Guidance Document* as well as the most recent American Society for Testing & Materials (ASTM) Standards for Environmental Site Assessments: Phase 1 Environmental Site Assessment Process E1527–13 guidelines.

As part of LandMark Consultants' services, the following tasks will be performed:

- Utilize a database search service to perform a governmental records database search to obtain a listing of properties or known incidents shown on federal and state databases for hazardous materials/waste sites near the Project.
- Review agency records of release incidents near the Project that have the potential to affect the Project. Potential hazardous materials/waste sites located within the Project site and vicinity that would have the potential to affect the Project based on information currently available from local and/or state agencies will be identified.
- Perform an overview site reconnaissance via pedestrian access to visually evaluate the Project site and adjacent properties for areas that may contain contaminated surface soil or surface water, improperly stored hazardous materials, possible sources of polychlorinated biphenyls and possible risks of contamination from visible activities at the site and at properties adjacent to the proposed Project.
- Review historic land use information for the Project area (including aerial photographs and topographic maps) from a database search service to determine whether previous uses may have resulted in hazardous waste contamination.

### RELOCATION IMPACT MEMORANDUM

Psomas will prepare a Relocation Impact Memorandum (RIM) in accordance with guidelines issued by Caltrans in their Standard Environmental Reference (SER), Environmental Handbook (EH), Volume 4, dated October 2011. The RIM will specifically evaluate the number and type of businesses to be relocated by the Project, and will evaluate the availability of suitable relocation properties.

### COMMUNITY IMPACT ASSESSMENT

Psomas will prepare a Community Impact Assessment (CIA) in accordance with the guidelines issued by Caltrans in their Standard Environmental Reference (SER), Environmental Handbook (EH), Volume 4, dated October 2011. The CIA will evaluate potential economic, social, and other impacts of the proposed Project. The CIA will include the following sections/analyses:

### VISUAL RESOURCES TECHNICAL MEMORANDUM

Psomas will retain Stantec to prepare a Visual Impact Technical Memorandum (VITM) addressing potential visual effects related to the proposed Project. The VITM will be prepared according to the

Standard Environmental Reference Environmental Handbook, Volume I, Chapter 27-Visual & Aesthetics Review. Psomas has completed Caltrans' "Questionnaire to Determine Visual Impact Assessment (VIA) Level," based on the project as currently proposed and on a preliminary understanding of publicly available project site information. This Scope of Work assumes a VITM will be adequate to assess the visual change related to the proposed project. The VITM will be prepared by a visual resources specialist at Stantec and reviewed by a California-certified Landscape Architect that would be provided by others on the team (LandMark), as required by the Caltrans VIA preparation guidelines.

### CULTURAL ASSESSMENT

Psomas will prepare a Section 106 compliance as outlined below.

**Area of Potential Effects Map.** The Direct/Indirect Area of Potential Effects (APE) for the Project will be established in consultation with the appropriate California Department of Transportation (Caltrans) Professional Qualified Staff (PQS). Upon PQS approval, Psomas will revise the APE map as necessary in accordance with Caltrans format requirements and will identify both the Direct APE and Indirect APE. This task includes two rounds of Caltrans review and comments and includes up to three hours for Psomas to address comments and finalize the Direct/Indirect APE map.

**SCCIC Cultural Resources Records Search.** Psomas will conduct a literature review, including a review of the findings of a records search through the California Historical Resources Information System (CHRIS) database at the South Coastal Information Center (SCIC) housed at the campus of San Diego State University (SDSU). The records search will be conducted by SCIC staff and will review relevant previously recorded cultural resources and previous investigations completed for the one-mile search radius surrounding the Project site. Information to be reviewed will include location maps for all previously recorded cultural resources; previously conducted investigation boundaries; National Archaeological Database (NADB) citations; and copies for associated reports, historic maps, and historic addresses.

**NAHC Sacred Lands Files Search and Tribal Coordination.** Psomas will also request that the Native American Heritage Commission (NAHC) conduct a search of its Sacred Lands File to determine if cultural resources important to Native Americans have been recorded near the Project. The NAHC will provide a list of contact information for Project-affiliated Tribal Groups and representatives that may have knowledge of cultural resources and sacred lands near the Project. Psomas will prepare and mail one (1) letter to each of the NAHC-listed contacts, requesting information related to any Native American cultural resources or sacred lands within or immediately adjacent to the Project. Psomas will also prepare the Project's Native American Contact Log as required by Caltrans. This task includes Psomas archaeologists coordinating with the NAHC and includes preparation time for letters and correspondence received and preparing a Native American Contact Log.

**Caltrans Documentation.** Psomas will prepare a Historic Survey Property Report (HSPR) for the Project. The HSPR will follow the Caltrans guidelines and templates, and will include the following

attachments: the approved Area of Potential Effect (APE) maps, record search results, Sacred Lands File search, the Native American Contact Log, and the Historic Resources Evaluation Report (HRER) and Finding of Effect (FOE) Report, if needed, prepared by Stantec and described below. This task includes two rounds of review and comments and includes up to six hours for Psomas to address comments and finalize the HSPR.

#### HISTORICAL RESOURCES EVALUATION REPORT

Psomas will retain Stantec to conduct a Historical Assessment of the Project site and to prepare a Historic Resources Evaluation Report (HRER). The HRER will be prepared according to the Standard Environmental Reference (SER), Environmental Handbook (EH) Volume 2, Chapter 7-Built-Environment Cultural Resources Evaluation and Treatment. Stantec will conduct historic research at locations in Calexico and Imperial County and online to develop a historic context to support evaluation of the one property. Stantec Architectural Historians will document the all the historic-age built environment resources located on the property between Rockwood Avenue to the west, E 3rd Street to the north, Heffernan Avenue to the east and the mid-block alley to the south, through written and photographic documentation. Lastly, Stantec will prepare Department of Parks and Recreation (DPR) 523 series Site Recordation forms and a Finding of Effect, if necessary.

#### TRAFFIC STUDY

Psomas will prepare a Traffic Study for the Project. Traffic volumes and distribution of vehicles will be calculated based on transit projections and existing and future transit routes. Psomas will coordinate with the transit authority to obtain the necessary information for both existing and future conditions. General traffic growth will be estimated based on the City of Calexico 2015 Draft General Plan Update.

It should also be noted that under SB 743 guidelines, this Project is not expected to require a traffic study. Because the new guidelines evaluate potential transportation impacts based on Vehicle Miles Traveled (VMT), and because transit projects generally reduce VMT, this Project would be presumed to cause a less than significant impact on transportation. A VMT discussion based on state guidelines will be provided; however, due to the City requirements for traffic studies, the Traffic study prepared for this Project will include Level of Service (LOS) analysis as well based on current City guidelines.

**Traffic Data Collection.** Turning movement counts will be collected at two intersections. The intersections listed below are proposed to be evaluated because they directly serve the Project. It is assumed that aside from accessing the new transit center location, buses will remain on their current routes, and the Project traffic will therefore not affect any other intersections.

- 3<sup>rd</sup> Street and Rockwood Avenue
- 3<sup>rd</sup> Street and Heffernan Avenue

All turning movement counts will be collected for two hours in each of the morning and evening peak periods, for a total of four hours of data per intersection. Should it be determined that additional intersections or additional hours be included in the study, an additional fee will be needed. Due to the



Covid-19 pandemic, traffic volumes collected for this Project will be adjusted to represent pre-pandemic conditions. To aid in the adjustment, peak period traffic volumes will be collected at the following intersections for which 2019 traffic volumes were collected for the *Calexico West Port of Entry Traffic Circulation Plan* (KOA, June 2019):

- Cesar Chavez Boulevard and Grant Street
- Imperial Avenue SR 111 and 2<sup>nd</sup> Street

Daily (24-hour) traffic volumes will also be collected for the roadway segment of 3<sup>rd</sup> Street between Rockwood Avenue and Heffernan Avenue, and will be adjusted similar to the turning movement counts.

**Traffic Analysis.** Based on the existing City of Calexico guidelines, Psomas will prepare a Focused Traffic Study. The Level of Service (LOS) for each of the study intersections will be evaluated for the following scenarios:

- Existing Conditions
- Opening Year No Project Plus Related Projects
- Opening Year Plus Project and Related Projects

It is assumed that related projects to be used in the opening year analysis will be provided by ICTC and/or the City of Calexico. Related projects to be considered will be those within one mile of the Project area. It is assumed that no more than 10 projects will be included in the analysis. If more than 10 projects are to be included, an additional fee will be required. All trip generation calculations will be based on the 10<sup>th</sup> Edition of the Institute of Transportation Engineers Trip Generation Manual. The Highway Capacity Manual (HCM) methodology will be used to determine the Level of Service (LOS) for the study intersections. Roadway segments will be evaluated using volume-to-capacity (v/c) ratios based on the capacities listed in the City of Calexico 2015 Draft General Plan Update. The analysis will also include the access driveways.

The results of the analyses and mitigation measures (if needed) will be summarized in the Focused Traffic Analysis. The study will also address on site circulation, bus turning movements, and any necessary fair share mitigation for cumulative traffic impacts. If the City Engineer requests that a full Traffic Impact Study be prepared including evaluation of additional intersections, roadways, or scenarios (e.g., buildout year), an additional fee will be required.

#### REMAINING BUDGET PROPOSED FOR REALLOCATION

During our meeting on July 21, 2020, ICTC staff provided clarification that they intend to prepare the CEQA documentation for the Project. The existing Psomas base contract assumed that Psomas would prepare an Initial Study/Mitigated Negative Declaration (IS/MND). Additionally, our base contract included fee for Psomas to prepare a “simple” traffic analysis, which can be utilized to

partially fund the preparation of a Traffic Impact Assessment consistent with City and Caltrans requirements. The remaining budget that can be reallocated based on the two above factors is **\$35,000**, which can be reduced from the change order request.

**CHANGE ORDER REQUEST**

Below is a summary of the requested change order, including a credit/reduction for the \$35,000 reallocation discussed above.

| <b>Task</b>   | <b>Staff Costs</b> | <b>Direct Costs</b> | <b>Sub-Consultant Fees</b> | <b>Totals</b>          |
|---|--------------------|---------------------|----------------------------|------------------------|
| Project Management and Site Selection                 | \$15,000           |                     |                            | \$15,000               |
| Initial Site Assessment (Phase 1) (sub: LandMark)     | \$1,017            |                     | \$3,500                    | \$4,517                |
| Relocation Impact Memorandum                          | \$5,701            |                     |                            | \$5,701                |
| Community Impact Assessment                           | \$12,056           |                     |                            | \$12,056               |
| Visual Resources Technical Memorandum* (sub: Stantec) | \$1,214            |                     | \$2,470                    | \$3,684                |
| Cultural Assessment                                   | \$10,055           |                     |                            | \$10,055               |
| Historical Resources Evaluation Report (sub: Stantec) | \$1,792            |                     | \$25,430                   | \$27,222               |
| Traffic Study   | \$16,677           |                     |                            | \$16,677               |
| Reimbursables   |                    | \$ 3,525            |                            | \$3,525                |
| <b>TOTALS</b>   | <b>\$63,512</b>    | <b>\$3,525</b>      | <b>\$31,400</b>            | <b>\$98,437</b>        |
| <b>CREDIT/REDUCTION FROM BASE FEE</b>                 |                    |                     |                            | <b>\$35,000</b>        |
| <b><u>CHANGE ORDER REQUEST TOTAL</u></b>              |                    |                     |                            | <b><u>\$63,437</u></b> |

**Assumptions/Exclusions:**

- This additional work will be performed in accordance with the existing contract.
- Unless otherwise noted, all technical studies assume two drafts, including a first draft that would be submitted to Caltrans and ICTC. Only minor comments/requested edits are anticipated based on our prior experience working with Caltrans Local Assistance. However, if additional staff time is required, Psomas can provide these services on a time and material basis with your prior approval.
- No stand-alone Section 4(f) documentation is included in this SOW. It is assumed that no Section 4(f) resources would be adversely affected by the Project and a de minimis finding would apply.
- No Archaeological Survey Report (ASR) is included in this SOW based on the results of the approved PES form.

- Although requested by Caltrans in the approved PES, a Phase 2 is **not** included in this SOW. Based on the results of the Initial Site Assessment (e.g., Phase 1), a scope/fee estimate can be prepared for a Phase 2 if needed at that time.
- The SOW for the ISA does not include review of private records or interviews with private property owners, and does not include soil sample collection.
- This SOW assumes that ICTC will prepare any CEQA documentation that is required for the Project pursuant to our July 21, 2020 meeting. Therefore, with approval of this SOW, Psomas would be released by ICTC of any expectation to prepare CEQA documentation and supporting technical analyses that may be required pursuant to CEQA for this Project (e.g., air quality, greenhouse gas emissions, energy usage, and noise and vibration. All of Psomas' remaining environmental technical analyses/reports are included and are described explicitly within this SOW.
- The historic resource assessment task described in this SOW assumes recordation of only one property. Also, the historic resource assessment assumes that Caltrans will not require assessment of buildings that are outside of the Area of Potential Effects (APE) defined in the July 2020 version of the APE map prepared by Psomas.
- No visual simulations are included in this SOW. Also, it is assumed that a Visual Impact Technical Memorandum (VITM) would be the appropriate level of visual documentation based on the responses provided by Caltrans in the approved PES form.

If you have any questions regarding this request, please contact me at 619-961-2800.

Sincerely,

**P S O M A S**

Augie Chang  
Project Manager

cc: David Aguirre, ICTC  
Marelene Flores, ICTC

Attachments:

- Caltrans forms for Psomas, LandMark and Stantec

# VI. ACTION CALENDAR

- B. Engineering Support Agreement between Imperial County Transportation Commission (ICTC) and Jacobs for the Calexico East Port of Entry Bridge Widening Project
  - 1. Authorize the Chairman to sign the Agreement between the Imperial County Transportation Commission (ICTC) and Jacobs for engineering support services for the Calexico East Port of Entry Bridge Widening Project.



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

October 8, 2020

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

SUBJECT: Engineering Support Agreement between Imperial County Transportation Commission (ICTC) and Jacobs for the Calexico East Port of Entry Bridge Widening Project

Dear Committee Members:

The Imperial County Transportation Commission has been working with Caltrans and Jacobs engineering staff to develop the design-construction procurement documents and technical support to complete the procurement process for the Calexico East Port of Entry (POE) bridge widening over the All-American Canal project. Jacobs has been currently operating under an agreement with Caltrans to assist with the procurement services. The agreement between Caltrans and Jacobs will soon be expiring and there is no opportunity to extend the existing agreement. ICTC has an opportunity to utilize the services of Jacobs to continue providing technical support with the project design-construction procurement and other required specialty engineering services.

Attached is the project specific scope of work and cost estimate from Jacobs to assist with engineering support services required to complete the procurement activities. Amongst the items that Jacobs would assist ICTC with under this agreement would be to develop the scope of work and procurement documents for Construction Management services for the project. ICTC will be receiving funding under the State's Trade Corridor Enhancement Program (TCEP) program in the amount of \$175,000 to pay for the required services. The proposed agreement would be limited to the funds received from the TCEP program.

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

1. Authorize the Chairman to sign the Agreement between the Imperial County Transportation Commission (ICTC) and Jacobs for engineering support services for the Calexico East Port of Entry Bridge Widening Project

Sincerely,

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

MARK BAZA  
Executive Director

MB/cl  
Attachments

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

1 **AGREEMENT FOR SERVICES**

2  
3 THIS AGREEMENT FOR SERVICES (“Agreement”), made and entered into this \_\_\_\_\_ day  
4 of \_\_\_\_\_, 2020, is by and between the **IMPERIAL COUNTY TRANSPORTATION**  
5 **COMMISSION** (“ICTC”) and **JACOBS ENGINEERING GROUP INC.**, a Delaware corporation  
6 qualified to do business in California (“CONSULTANT”) (individually, “Party;” collectively, “Parties”).

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

8 **WHEREAS**, ICTC desires to retain a qualified individual, firm or business entity to provide  
9 professional services for Calexico East Port of Entry Bridge Expansion Project design build project  
10 administration and engineering support services (“the Project”); and

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

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

15 1. **DEFINITIONS.**

16 1.1. “Proposal” shall mean CONSULTANT’s proposal entitled “Calexico East Port of Entry  
17 Bridge Expansion Project [Design-Build] Scope of Work Project Administration and Engineering Support”  
18 dated October 6, 2020. The Proposal is attached as **Exhibit “A”** and incorporated herein by this reference.

19 2. **CONTRACT COORDINATION.**

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

25 3. **DESCRIPTION OF WORK.**

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

1           3.2.   CONSULTANT shall perform additional or extra work if required, utilizing the per hour  
2 rate set forth in Exhibit "A".

3   4.   WORK TO BE PERFORMED BY CONSULTANT.

4           4.1.   CONSULTANT shall comply with all terms, conditions and requirements of the Proposal  
5 and this Agreement.

6           4.2.   CONSULTANT shall perform such other tasks as necessary and proper for the full  
7 performance of the obligations assumed by CONSULTANT hereunder.

8           4.3.   CONSULTANT shall:

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

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

17               4.3.3. At all times observe and comply with, and cause all of its employees to observe and  
18 comply with all of said laws, ordinances, regulations, orders and decrees mentioned above; and

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

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

1 including confidential information, in response to a subpoena, court order, or other legal process.  
2 CONSULTANT shall not be required to resist such subpoena, court order, or legal process, but shall  
3 promptly notify ICTC in writing of the demand for information before responding to such demand.

4 5. REPRESENTATIONS BY CONSULTANT.

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

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

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

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

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

20 5.5. CONSULTANT represents and warrants that the allegations contained in the Proposal are  
21 true and correct.

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

25 6. COMPENSATION.

26 The total compensation payable under this Agreement shall not exceed one hundred seventy five  
27 thousand dollars (\$175,000) unless otherwise previously agreed to by ICTC.

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1 7. PAYMENT.

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

7 8. METHOD OF PAYMENT.

8 8.1 CONSULTANT shall at any time prior to the 15th day of any month, submit to ICTC a  
9 written claim for compensation for services performed. The claim shall be in a format approved by ICTC.  
10 CONSULTANT may expect to receive payment within a reasonable time thereafter and in any event in the  
11 normal course of business within thirty (30) days after the claim is submitted.

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

13 9.1. This Agreement shall commence on the date first written above and shall remain in effect  
14 through completion of the Project unless otherwise terminated as provided herein.

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

19 10. SUSPENSION OF AGREEMENT.

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

24 11. SUSPENSION AND/OR TERMINATION.

25 11.1. ICTC retains the right to terminate this Agreement for any reason by notifying  
26 CONSULTANT in writing seven (7) days prior to termination and by paying the compensation due and  
27 payable to the date of termination; provided, however, if this Agreement is terminated for fault of  
28 CONSULTANT, ICTC shall be obligated to compensate CONSULTANT only for that portion of

1 CONSULTANT's services which have been performed in accordance with the terms and conditions of this  
2 Agreement. Said compensation is to be arrived at by mutual agreement between ICTC and  
3 CONSULTANT; should the Parties fail to agree on said compensation, an independent arbitrator shall be  
4 appointed and the decision of the arbitrator shall be binding upon the Parties.

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

9 12. INSPECTION.

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

15 13. OWNERSHIP OF MATERIALS.

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

19 14. INTEREST OF CONSULTANT.

20 14.1. CONSULTANT covenants that it presently has no interest, and shall not acquire any  
21 interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the  
22 performance of the services hereunder.

23 14.2. CONSULTANT covenants that, in the performance of this Agreement, no sub-contractor or  
24 person having such an interest shall be employed.

25 14.3. CONSULTANT certifies that no one who has or will have any financial interest pursuant to  
26 this Agreement is an officer or employee of ICTC.

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1 15. INDEMNIFICATION.

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

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

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

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

27 ///

28 ///

1 16. INDEPENDENT CONTRACTOR.

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

5 16.1. CONSULTANT is not an employee or agent of ICTC and is only responsible for the  
6 requirements and results specified by this Agreement or any other agreement.

7 16.2. CONSULTANT shall be responsible to ICTC only for the requirements and results  
8 specified by this Agreement and except as specifically provided in this Agreement, shall not be subject  
9 to ICTC's control with respect to the physical actions or activities of CONSULTANT in fulfillment of  
10 the requirements of this Agreement.

11 16.3. CONSULTANT is not, and shall not be, entitled to receive from, or through, ICTC, and  
12 ICTC shall not provide, or be obligated to provide, CONSULTANT with Worker's Compensation  
13 coverage or any other type of employment or worker insurance or benefit coverage required or provided  
14 by any Federal, State or local law or regulation for, or normally afforded to, an employee of ICTC.

15 16.4. CONSULTANT shall not be entitled to have ICTC withhold or pay, and ICTC shall not  
16 withhold or pay, on behalf of CONSULTANT, any tax or money relating to the Social Security Old Age  
17 Pension Program, Social Security Disability Program, or any other type of pension, annuity, or disability  
18 program required or provided by any Federal, State or local law or regulation.

19 16.5. CONSULTANT shall not be entitled to participate in, or receive any benefit from, or  
20 make any claim against any ICTC fringe program, including, but not limited to, ICTC's pension plan,  
21 medical and health care plan, dental plan, life insurance plan, or any other type of benefit program, plan,  
22 or coverage designated for, provided to, or offered to ICTC's employee.

23 16.6. ICTC shall not withhold or pay, on behalf of CONSULTANT, any Federal, State, or local  
24 tax, including, but not limited to, any personal income tax, owed by CONSULTANT.

25 16.7. CONSULTANT is, and at all times during the term of this Agreement, shall represent  
26 and conduct itself as an independent contractor, not as an employee of ICTC.

27 16.8. CONSULTANT shall not have the authority, express or implied, to act on behalf of, bind  
28 or obligate ICTC in any way without the written consent of ICTC.

1 17. INSURANCE.

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

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

14 \$2,000,000 per occurrence for bodily injury and property damage

15 \$1,000,000 per occurrence for personal and advertising injury

16 \$4,000,000 aggregate for products and completed operations

17 \$4,000,000 general aggregate

18 (ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as  
19 the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01,  
20 and include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code  
21 1 - Any Auto) with limits of liability of not less than \$2,000,000 per accident for bodily injury and  
22 property damage.

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

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

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

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

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

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

22 The General Liability and Automobile Liability insurance policies shall be written on an  
23 occurrence form. The General Liability (including ongoing operations and completed operations) and  
24 Automobile Liability insurance policies shall name ICTC, its members, board members, officers,  
25 officials, employees and agents as an additional insured. All such policies of insurance shall be  
26 endorsed so Consultant’s insurance shall be primary and no contribution shall be required of ICTC, its  
27 members, board members, officers, officials, employees, agents or volunteers. The coverage(s) shall  
28 contain no special limitations on the scope of protection afforded to ICTC, its members, board members,

1 officers, officials, employees and agents. The Workers' Compensation insurance policy shall contain a  
2 waiver of subrogation as to ICTC, its members, board members, officers, employees, agents and  
3 volunteers. Should Consultant maintain insurance with broader coverage and/or limits of liability  
4 greater than those shown above, ICTC requires and shall be entitled to the broader coverage and/or the  
5 higher limits of liability maintained by Consultant. Any available insurance proceeds in excess of the  
6 specified minimum limits of insurance and coverage shall be available to ICTC.

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

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

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

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

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

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

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

27 If at any time during the life of the Agreement or any extension, Consultant or any of its sub-  
28 Consultants fail to maintain any required insurance in full force and effect, all work under this

1 Agreement shall be discontinued immediately, until notice is received by ICTC that the required  
2 insurance has been restored to full force and effect and that the premiums therefore have been paid for a  
3 period satisfactory to ICTC. Any failure to maintain the required insurance shall be sufficient cause for  
4 ICTC to terminate this Agreement. No action taken by ICTC hereunder shall in any way relieve  
5 Consultant of its responsibilities under this Agreement.

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

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

21 18. ASSIGNMENT.

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

25 19. NON-DISCRIMINATION.

26 During the performance of this Agreement, CONSULTANT shall not unlawfully discriminate  
27 against any employee or applicant for employment or employee of ICTC or member of the public  
28 because of race, religion, color, national status, age, or sex. CONSULTANT shall ensure that the



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

14 20. NOTICES AND REPORTS.

15 20.1. All notices and reports pursuant to this Agreement shall be in writing and may be given  
16 by personal delivery or by mailing by certified mail, addressed as follows:

17 **ICTC**

18 Attn: Executive Director  
19 Imperial County Transportation Commission  
1503 N. Imperial Ave., Ste 104  
20 El Centro, CA 92243

**CONSULTANT**

Attn: Project Manager  
Jacobs Engineering Group Inc.  
1999 Bryan St.  
Dallas, TX 75201

21 20.2. All notices and reports pursuant to this Agreement may be given by personal delivery or  
22 by mailing by certified mail at such other address as either Party may designate in a notice to the other  
23 Party given in such manner.

24 20.3. Any notice given by mail shall be considered given when deposited in the United States  
25 Mail, postage prepaid, addressed as provided herein.

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1 21. ENTIRE AGREEMENT.

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

5 22. MODIFICATION.

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

8 23. PARTIAL INVALIDITY.

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

12 24. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.

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

20 25. WAIVER.

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

24 26. CHOICE OF LAW.

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

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1 27. ATTORNEY'S FEES.

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

4 28. AUTHORITY.

5 Each individual executing this Agreement on behalf of CONSULTANT represents and warrants  
6 that:

7 28.1. He/She is duly authorized to execute and deliver this Agreement on behalf of  
8 CONSULTANT;

9 28.2. Such execution and delivery is in accordance with the terms of the Articles of  
10 Incorporation or Partnership, any by-laws or Resolutions of CONSULTANT and;

11 28.3. This Agreement is binding upon CONSULTANT accordance with its terms.

12 29. COUNTERPARTS.

13 This Agreement may be executed in counterparts.

14 30. REVIEW OF AGREEMENT TERMS.

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

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

3 **IMPERIAL COUNTY TRANSPORTATION COMMISSION:**

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6 \_\_\_\_\_  
7 **GEORGE NAVA**  
8 Chair

9 **ATTEST:**

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11 \_\_\_\_\_  
12 **CRISTI LERMA**  
13 Secretary to the Commission

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**CONSULTANT:**

By: \_\_\_\_\_  
**STEVEN J. DEMETRIOU**  
CEO

**APPROVED AS TO FORM:**

**ADAM G. CROOK**  
**COUNTY COUNSEL**

By: \_\_\_\_\_  
Eric Havens  
Assistant County Counsel

**Calexico East Port of Entry Bridge Expansion Project**  
**[Design-Build]**  
**Scope of Work**  
**Project Administration and Engineering Support**

**Project Background**

The existing Calexico East Port of Entry (POE) bridge is a single-span, composite steel plate girder structure on pile supported concrete abutments over the All-American Canal at the U.S./Mexico border approximately 0.7 miles south of State Route 7. The span length is 172 feet. The roadway surface consists of three independent decks separated by one (1) inch expansion joints. The overall width of the bridge is 159 feet. There are two (2) concrete box pedestrian underpass tunnels; one (1) located behind each abutment.

The Project proposes to widen the existing structure by adding four (4) new traffic lanes; two (2) new northbound auto lanes and two (2) new northbound commercial vehicle lanes. Depending on the availability of funding, additional Work may include an eight (8)-foot shoulder for commercial vehicles, non-critical rehabilitation Work on the existing structures and underpass tunnels, and a bridge canopy along the northbound pedestrian walkway. The existing bridge is owned by the U.S. General Services Administration (GSA) with the U.S. Customs and Border Protection (CBP) serving as the Site operator. Through a Memorandum of Understanding (MOU), the GSA will be a partner throughout the Project completion.

**Project Status**

Caltrans completed the Project Approval and Environmental Document (PA/ED) phase work and provided preliminary design materials and documents to ICTC to use as the basis of design for the Request for Proposals (RFP). ICTC has submitted the draft RFP for federal approval and authorization for the \$20 million award for the proposed Design-Build Project from the U.S. Department of Transportation (US DOT)/Federal Highway Administration's (FHWA's) Better Utilization of Infrastructure to Leverage Development (BUILD) grant program.

The Request for Qualifications (RFQ) was posted on the Imperial County Transportation Commission (ICTC) website for Proposer access on May 20, 2020, initiating the formal procurement process. Statements of Qualifications (SOQs) were initially due to ICTC on July 1, 2020. RFQ Addendum No. 2 revised the SOQ submittal date to September 11, 2020. The Project RFP was posted on September 21, 2020 and the target date to receive Technical and Price Proposals is November 20, 2020.

**Scope of Work**

Working with ICTC and Caltrans through the design-build process providing project administration and engineering support requires a comprehensive understanding of the design-build process and delivery method. Consultant team members bring this expertise and experience from their involvement with design-build and other alternative project delivery methods since the earliest days of their application on transportation projects in the early 1990s. This background provides the experience, knowledge, and expertise to support Project success.

This Scope of Work addresses the Consultant's work required to support ICTC during the procurement phase up to the Design-Build Contract (Contract) execution, along with professional services to support ICTC with the Contract administration through design and construction at a limited level of effort to accommodate ICTC's available funding.

Under a separate Task Order, the Consultant worked with ICTC and Caltrans to modify the Caltrans-provided design-build procurement document templates to create the Best Value RFP documents for the Project. The Consultant worked with ICTC and Caltrans to create the following RFP documents:

- Instructions to Proposers (ITP)
- Book 1 – Contract
- Book 2 – Project Requirements
- Book 3 – Applicable Standards
- Reference Information Documents (RID)

Book 1 – Contract is now with ICTC's Legal Counsel for their input and update. No further work is expected by the Consultant for this Book 1.

The following Tasks were developed from ICTC's April 16, 2020 Task Order Request to support ICTC during the procurement phase into the Design-Build Contract (Contract) execution, and with limited professional services to support ICTC's design and construction Contract administration. On October 1, 2020, ICTC requested the Consultant to revise the Scope of Work Tasks and budget to meet ICTC's available funding. This updated Scope of Work has been revised to accommodate this request. Some of the Tasks included in the original May 29, 2020 Scope of Work submittal have been completed by the Consultant under a separate Task Order. The text headings for these completed Tasks remain in this Scope of Work for reference and information and noted as "This work has been completed under a separate Task Order."

Note that throughout the Tasks described in this Scope of Work, to accommodate the current COVID-19 assembly restrictions, in lieu of in-person meetings, it is suggested to conduct meetings using a video conference platform, such as Zoom currently used by ICTC, or MS Teams. For these meetings, as appropriate, the Consultant shall provide draft meeting agendas and send to ICTC to post on the Project webpage on ICTC's website 24 hours before the scheduled meeting. To the extent possible, one (1) hour meeting durations are suggested.

***Task 1 – Conduct an evaluation of the prepared RFQ/RFP to ensure that all required engineering and construction elements are included in the scope of work.***

This work has been completed under a separate Task Order.

***Task 2 – Assist with the design-build procurement process, including assistance with the preparation of any addenda.***

This work has been completed under a separate Task Order.

***Task 3 – Responses to Requests for Information (RFIs) or Alternate Technical Concepts (ATCs)***

The initial ICTC request for this Consultant Scope of Work anticipated that Alternative Technical Concepts (ATCs) would be included in the Project RFP. Based on subsequent discussions with ICTC and Caltrans, the decision was made to not include ATCs in the RFP. Therefore, no Scope of Work or level of effort is included for ATC review.

Based on Proposer questions or Requests for Information (RFIs) during the RFP response period, the Consultant shall prepare draft RFP addenda documentation for ICTC to review and post on the Project webpage on the ICTC website. Addenda documentation shall consist of response to RFP questions or RFIs and suggested text updates or modifications to the RFP. A total of two (2) addenda will be prepared during the RFP response period.

***Task 4 – Assist with the evaluation of bidders for the design-build contract and contract award.***

It is understood that ICTC will complete the Technical and Price Proposal compliance review to identify responsive or non-responsive Proposals prior to any Technical Proposal review by the Consultant. Only responsive Proposals shall be reviewed.

The Consultant shall support the ICTC Evaluation Team in its Technical Proposal review. The Consultant shall review the responsive Technical Proposals received in response to the RFP. The Consultant's review shall consist of Technical Proposal-specific written comments related to each submittal to support ICTC's Evaluation Team Technical Proposal scoring and ranking.

The Consultant shall review and provide comments on Proposer Price Proposals. The Consultant's review shall consist of general comments and cost item comparisons. Detailed cost analysis or verification of quantities and unit costs will not be provided.

The Consultant shall support ICTC in its Best Value Determination and identification of the Best Value Proposer providing the best value offer to ICTC.

The Consultant shall provide ICTC procurement phase debrief comments to consider in its debrief discussions with unsuccessful Proposers. The comments shall generally summarize the Consultant's Technical Proposal review comments to identify differences between the Best Value Proposer's (now known as the Contractor's) Technical Proposal and the Technical Proposal under discussion with the unsuccessful Proposers.

***Task 5 – Conduct project administration services as requested by ICTC project management staff.***

Project management and administration involves the activities needed to fulfill the Project goals, including communication, monthly progress reporting, invoicing, quality control (QC), and quality assurance (QA).

The Consultant shall conduct Project meetings with ICTC and Caltrans staff as necessary during the procurement phase. As noted in this Scope of Work, to the extent possible, these meetings shall be conducted using a video conferencing platform.

During the procurement phase, the Consultant shall submit monthly progress reports to the ICTC Project Manager. Monthly reports shall include one color hard copy and one electronic copy with the Consultant's monthly invoice. The monthly progress report provide:

- Financial and schedule information
- Work accomplished over the past 30 days
- Work planned for the upcoming 30 days
- Key issues needing resolution
- Areas needing specific ICTC input, guidance, and direction

The Consultant shall prepare its invoices in the format required by ICTC.

***Task 6 – Participate in project related meetings as requested by ICTC project management staff.***

In addition to those meetings addressed in Tasks 3, 4, and 5 upon request, the Consultant shall participate in Project-related meetings during the design and construction Work phase. These meetings may consist of:

- Bi-weekly or monthly Project team meetings. Participants include Consultant and ICTC staff, with others including Caltrans and GSA, as appropriate.
- Design status, progress, and review meetings with the Contractor's design team. The meeting frequency and participants shall be as detailed in the RFP documents.
- Construction status, progress, and review meetings with the Contractor team and Project stakeholders.

Each meeting shall have a tailored agenda provided a minimum of 24 hours prior to the meeting time with meeting notes and an action item summary provided within three (3) days of the meeting. The meetings shall be scheduled for a one (1) to two (2)-hour duration depending on the agenda. Meetings shall be conducted either in person or using a video conference tool, such as Zoom currently used by ICTC, or MS Teams.

A running list of action items shall be prepared for each meeting with progress noted as action items are completed or otherwise addressed. When an action item is completed, it will remain on the tracking list with the follow up response noted and shaded to maintain a running log of action items. Decisions made at these meetings shall be documented in a discussion and decision summary log, updated within three (3) days of the meeting.

***Task 7 – Assist with the development and procurement of the construction administration/management RFP.***

The Consultant shall support ICTC in its development of the construction administration/management RFP. The RFP shall be based on existing ICTC or Caltrans professional services document templates. The Consultant shall provide Project-specific text updates and revisions to reflect the specific Project requirements based on discussions with ICTC management and Project staff.



## **Exhibit A – Optional Professional Services To Support ICTC with Contract Administration Through Design and Construction**

The Tasks and associated level of effort provided with this Scope of Work is based on ICTC's currently available funding. In the event additional funding becomes available, and at ICTC's request, an amendment to this Scope of Work and budget will be executed and the Consultant shall provide additional professional services as directed by ICTC. Note that these items are not included in this Scope of Work or budget.

### ***Item A – Continued Project-related support as requested by ICTC during design and construction***

The purpose of this Item is to provide continued support services to ICTC during the Project delivery as initially authorized in Scope of Work Task 5 – *Conduct project administration services as requested by ICTC project management staff*. The Consultant shall perform these services based on ICTC's prior written direction and authorization.

As noted in Task 3 – *Responses to Requests for Information (RFIs) or Alternative Technical Concepts (ATCs)*, if ICTC determines during the procurement phase that ATCs provide Project benefit and authorizes the work in writing, the Consultant shall review and provide comments on Proposer-submitted ATCs. Written comments shall be provided to ICTC for consideration during its ATC review.

### ***Item B – Professional Construction Phase Support Services***

An efficient and smooth transition from the procurement phase to the implementation phase sets the stage for a successful Project. Upon request and with written authorization, the Consultant shall provide ICTC those services to support ICTC's design-build Contract administration and the Contractor's design and construction Work.

As authorized in writing by ICTC, the Consultant may function as an integral part of the ICTC Project team supporting the ICTC Project Manager and staff. Consultant Project personnel shall communicate and coordinate with ICTC's Project Manager and staff, the Contractor, utility owners, and other stakeholders including but not limited to GSA, Imperial Irrigation District (IID), Custom and Border Protection (CBP), Imperial County, and the US Bureau of Reclamation (USBR). Examples of Project support services during design and construction include:

- Provide design phase support including:
  - Provide design reviews and oversight with the ICTC Project Manager and ICTC staff and the Contractor's design team.
  - Ensure that ICTC requirements and requests are properly reflected in the design and construction documents.
  - Review Contractor's plans and specifications for constructability, completeness, clarity, lack of ambiguity, and coordination.

- Assist the ICTC Project Manager and staff in coordinating with and obtaining design approvals from the GSA, IID, CBP, USBR, and other state and federal agencies.
- Review the Contractor's Baseline and Monthly Schedules to review milestone activities for design phases, permits and approvals, and major construction activities.
- Report on design activities either on or behind schedule.
- Update Project cost budgets as design proceeds.
- Provide Contractor project management oversight to include design phase independent Quality Assurance (QA).
- Verify the Contract requirements and design criteria are met, provide design phase independent QA, and ensure Quality Control (QC) measures are implemented.
- Provide construction phase support, including:
  - Provide Contractor Project Site oversight to provide inspection services, field engineering oversight services, construction QA oversight, cost control and reporting, coordination of independent testing and independent shop inspection, schedule control and reporting, and estimating.
  - Provide independent QA to review the Contractor's construction QC Plan and ensure QC measures are implemented.
  - Evaluate Contractor's QC Plan, procedures, and testing methods prior to implementation.
  - Support ICTC's construction Request for Information (RFI) response.
  - Observe Work in progress for conformance with the Contractor's plans, specifications, and QC Plan.
  - Document and report potential construction defects and deficiencies.
  - Provide support to ICTC project management functions including construction coordination, oversight of Project safety and security program implementation, and coordination of third-party agreement requirements.
  - Provide environmental mitigation support activities.
- Provide inspection services and oversight of Contractor Project Site.
  - Provide construction oversight by qualified Site representatives and field engineering personnel and support staff.
  - Monitor Contractor construction Work for compliance to approved construction drawings and specifications.
  - Keep daily diaries and photos to maintain a record of the construction Work.
  - Inspect Work Site and monitor Contractor's QC program.
  - Resolve construction quality issues.
  - Participate in off-site inspection and testing activities, including independent shop inspection.

- Monitor and report on the Contractor's conformance with Contract requirements.
- Field engineering oversight and construction Contract administration.
  - Support the ICTC Project Manager on Contract administration activities.
  - Review Contractor's Work for conformance and compliance with the Contract requirements.
  - Attend and report on pre-construction and weekly progress meetings with the Contractor.
  - Participate in progress review meetings and support the preparation of progress, cost, and schedule reports.
  - Interpret the Contract technical requirements.
  - Provide record of the acceptability of Contractor Work in conformance with approved construction drawings and specifications.
  - Provide notification of the rejection of Work that does not conform to the Contract.
  - Participate in the review and processing of Contractor monthly pay applications.
  - Participate in review and acceptance of record as-built drawings.
  - Participate in tracking Contractor submittals and correspondence and in preparation of responses when requested.
  - Draft, review, and distribute reports and correspondence.
  - Provide cost control and reporting support to provide timely data and detail to adjust the Project requirements and needs to complete the Project within budget.
- Identify cost trends and recommend alternatives to ICTC.
  - Support the preparation of monthly cost reports.
  - Monitor and report on force account work and incurred costs.
- Provide schedule control and reporting.
  - Provide field data, reports, observations, and production documentation.
  - Participate in the identification of actual or potential schedule variance or trends including identification of any inaccuracies in Contractor reporting.
  - Provide input on the Contractor schedule submittals.
  - Support the preparation of monthly schedule and progress reports.
- Provide estimating support, when requested.
  - Prepare an independent check estimate for ICTC initiated change orders.
  - Provide input into the analysis and evaluation of a Contractor change request, claim, or dispute.
  - Provide estimating assistance for change order and claims negotiations.

- Support ICTC construction coordination functions.
  - Coordinate and monitor various Project functions with the ICTC Project Manager and staff, Contractor, designers, and other agencies.
  - Support implementation of the Project community outreach program, including Contractor implementation of outreach activities.
  - Monitor Contractor implementation of approved traffic management activities, including traffic detours and signage.
  - Participate in meetings to discuss construction details and resolve issues.
- Provide Site monitoring.
  - Monitor Contractor's performance and compliance with construction safety and security program.
  - Monitor the Contractor's safety and security program delivery, including the Contractor's required training and GSA required security training.
  - Provide input to ICTC to ensure the Contractor acts in a timely fashion to promptly and appropriately resolve construction safety and security issues.
  - Support ICTC in its Site safety and security compliance requirements.
  - Perform constructability reviews of Contractor planned Work operations, including review of safe work plans, job hazard analyses, Work method statements, security protocol and plans, and similar working documents for assurance of compliance to safety and security requirements.
  - Coordinate and monitor ICTC and Consultant team safety and security program and training.
  - Monitor the Contractor efforts of testing, categorizing, and proper disposal of hazardous materials.
  - Support project management oversight activities monitoring Contractor implementation and compliance in accordance with the environmental mitigations.
- Support third party agreements as requested by ICTC.
  - Support the ICTC Project Manager in coordinating Project activities compliance with agreements and maintaining good working relationships with regulatory permitting agencies and other permitting entities.
  - Work with ICTC to ensure the Contractor minimizes Project-related impacts on property owners adjacent to the Project, including utility owners, GSA, CBP, and IID.

**Calexico East Port of Entry Bridge Expansion Project  
Project Administration and Engineering Support**

Description: Calexico East POE Bridge Expansion Project  
Firm: Jacobs

| ODCs Item | Item Description                         | Unit       | Unit Cost | Total ODCs         | JACOBS      |
|-----------|--|------------|-----------|--------------------|-------------|
| 1         | Printing and Reproductions               |            |           |                    |             |
| 2         | A. All types (Out-of-house charges only) | LS         | *         | \$ 2,430.00        | \$ 2,430.00 |
| 3         |  |            |           |                    |             |
| 4         |  |            |           |                    |             |
| 5         |  |            |           |                    |             |
| 6         |  |            |           |                    |             |
| 7         |  |            |           |                    |             |
| 8         | Travel                                   |            |           |                    |             |
| 9         | A. Travel                                | State Rate | *         | \$ 5,000.00        | \$ 5,000.00 |
| 10        |  |            |           |                    |             |
| 11        |  |            |           |                    |             |
| 12        |  |            |           |                    |             |
| 13        | Delivery Services                        |            |           |                    |             |
| 14        | A. FED EX/US Postal/UPS/etc.             |            | *         | \$ 2,500.00        | \$ 2,500.00 |
| 15        |  |            |           |                    |             |
| 16        |  |            |           |                    |             |
| 17        |  |            |           |                    |             |
| 18        | Miscellaneous                            |            |           |                    |             |
| 19        | A. Task Deliverable Supplies             | Actual     | *         | \$ -               | \$ -        |
| 20        |  |            |           |                    |             |
| 21        |  |            |           |                    |             |
| 22        |  |            |           |                    |             |
| 23        |  |            |           |                    |             |
| 24        |  |            |           |                    |             |
| 25        |  |            |           |                    |             |
| 26        |  |            |           |                    |             |
| 27        |  |            |           |                    |             |
| 28        |  |            |           |                    |             |
| 29        |  |            |           |                    |             |
| 30        |  |            |           |                    |             |
| 31        |  |            |           |                    |             |
| 32        |  |            |           |                    |             |
| 33        |  |            |           |                    |             |
|           |  |            |           | Total: \$ 9,930.00 | \$ 9,930.00 |

**Calexico East Port of Entry Bridge Expansion Project  
Project Administration and Engineering Support**

Firm: **Jacobs**

Description: **Calexico East POE Bridge Expansion Project**

| Scope of Work                                  | Labor Hrs  | Labor                | ODCs               | Labor Hrs  | Labor                | ODCs               | Totals               |
|--|------------|----------------------|--------------------|------------|----------------------|--------------------|----------------------|
| Project Administration and Engineering Support | 702        | \$ 165,070.00        | \$ 9,930.00        | 702        | \$ 165,070.00        | \$ 9,930.00        | \$ 175,000.00        |
| Sub Total =                                    | <b>702</b> | <b>\$ 165,070.00</b> | <b>\$ 9,930.00</b> | <b>702</b> | <b>\$ 165,070.00</b> | <b>\$ 9,930.00</b> | <b>\$ 175,000.00</b> |
| Final Totals =                                 |            |                      |                    |            |                      | \$ 175,000.00      |                      |

| Consultant | Labor Hrs  | Total Costs          | % of Task Order |
|------------|------------|----------------------|-----------------|
| Jacobs     | 702        | \$ 175,000.00        | 100.00%         |
| Totals =   | <b>702</b> | <b>\$ 175,000.00</b> | <b>100.00%</b>  |

**Calexico East Port of Entry Bridge Expansion Project  
Project Administration and Engineering Support**

**Calexico East POE  
Bridge Expansion**  
Description: **Project**  
Firm: **Jacobs**

| Hany Haroun - PM | Les Melhorn - Program Manager | Annie Merritt - Deputy Program Manager | Milind Desai - Technical Review - Engineering | Michael Carmichael - Project Controls / Scheduling | Essam Kassim - Project Accountant |
|------------------|-------------------------------|--|---|--|-----------------------------------|
| \$ 275.00        | \$ 250.00                     | \$ 225.00                              | \$ 245.00                                     | \$ 185.00  | \$ 90.00                          |

|  |              |              |              |              |             |             |             | Total Hours | Totals               |
|--|--------------|--------------|--------------|--------------|-------------|-------------|-------------|-------------|----------------------|
| Task 1 -Evaluation of the Prepared RFQ/RFP -- Completed under a separate Task Order          | 0            | 0            | 0            | 0            | 0           | 0           | 0           | 0           | \$ -                 |
| Task 2 - Design Build Procurement and Assistance -- -- Completed under a separate Task Order | 0            | 0            | 0            | 0            | 0           | 0           | 0           | 0           | \$ -                 |
| Task 3 - Responses to RFIs or ATCs   | 4            | 40           | 4            | 4            | 0           | 4           | 4           | 56          | \$ 13,340.00         |
| Task 4 - Assist with Evaluation of Bidders   | 4            | 160          | 4            | 8            | 0           | 4           | 4           | 180         | \$ 44,320.00         |
| Task 5 - Conduct Project Administration Services   | 16           | 40           | 4            | 0            | 0           | 4           | 4           | 64          | \$ 15,660.00         |
| Task 6 - Participate in Project Related Meetings   | 40           | 40           | 120          | 40           | 38          | 24          | 24          | 302         | \$ 66,990.00         |
| Task 7 - Development of the Construction Administration RFP                                  | 16           | 80           | 0            | 0            | 0           | 4           | 4           | 100         | \$ 24,760.00         |
| <b>Subtotals (Hours) =</b>   | 80           | 360          | 132          | 52           | 38          | 40          | 40          | <b>702</b>  | <b>\$ 165,070.00</b> |
| <b>Subtotals (Costs) =</b>   | \$ 22,000    | \$ 90,000    | \$ 29,700    | \$ 12,740    | \$ 7,030    | \$ 3,600    | \$ 3,600    | 702         | \$ 165,070.00        |
| <b>Labor Totals</b>  |              |              |              |              |             |             |             | <b>702</b>  | <b>\$ 165,070.00</b> |
| <b>Total (Hours) =</b>   | 80           | 360          | 132          | 52           | 38          | 40          | 40          | 702         |                      |
| <b>Total (Costs) =</b>   | \$ 22,000.00 | \$ 90,000.00 | \$ 29,700.00 | \$ 12,740.00 | \$ 7,030.00 | \$ 3,600.00 | \$ 3,600.00 |             | \$ 165,070.00        |

## VI. ACTION CALENDAR

- C. First Extension of the ICTC Lease and Sublease Agreements – 1503 N. Imperial Ave., Suite 104, El Centro, CA 92243
1. Approve the one-year extension plus another one-year extension option of the current lease and sub-lease agreements with Pico Group, LLC for the property on 1503 N. Imperial Ave., Suite 104 in El Centro; and authorize the Executive Director to execute the lease agreement.
  2. Authorize the Executive Director to sign the sub-lease amendments between ICTC and SCAG with same terms as the original agreement.





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

October 9, 2020

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

SUBJECT: First Extension of the ICTC Lease and Sublease Agreements – 1503 N. Imperial Ave., Suite 104, El Centro, CA 92243

Dear Committee Members:

On November 29, 2017, the Commission approved a lease for three years plus two (2) one-year options with Pico Group, LLC and the sublease with Southern California Association of Governments (SCAG) with same terms for the property at 1503 N. Imperial Ave., Suite 104 in El Centro.

ICTC is requesting approval of the one-year extension, plus an additional one-year option be authorized for the existing lease and sub-lease agreements. There are no changes to the rent schedule therefore, the monthly amounts will remain the same as agreed in the original lease and sub-lease. The proposed agreement will expire on December 31, 2021.

Attached are the original lease and sub-lease documents, and a draft amendment for the extension to the lease agreement. The sub-lease agreement amendment is currently being reviewed by ICTC counsel.

The ICTC staff forwards this item to the Committee for your review and approval to forward onto the Commission after public comment, if any:

1. Approve the one-year extension plus another one-year extension option of the current lease and sub-lease agreements with Pico Group, LLC for the property on 1503 N. Imperial Ave., Suite 104 in El Centro; and authorize the Executive Director to execute the lease agreement.
2. Authorize the Executive Director to sign the sub-lease amendments between ICTC and SCAG with same terms as the original agreement.

Sincerely,

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

MARK BAZA  
Executive Director

Attachments  
MB/cl

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



ADDENDUM

(C.A.R. Form ADM, Revised 12/15)



No. 2

The following terms and conditions are hereby incorporated in and made a part of the:  Purchase Agreement,  Residential Lease or Month-to-Month Rental Agreement,  Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind),  Other **COMMERCIAL LEASE**, dated **November 9, 2017**, on property known as **1503 N Imperial Ave # 104-106**

**El Centro, CA 92243-6301**

in which **Imperial County Transportation Commission** is referred to as ("Buyer/Tenant") and **PICO GROUP LLC** is referred to as ("Seller/Landlord").

**Original "Commercial Lease" agreement dated 11/9/17 has been extended from 12/31/20 through 12/31/2021.**

**Tenant and landlord have agreed to allow tenant the option to exercise their 1 year extension option, with a monthly rent payment of \$7281.85**

**All other terms and conditions to remain the same and in full force.**

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date \_\_\_\_\_

Date \_\_\_\_\_

Buyer/Tenant  **Imperial County Transportation Commission**

Seller/Landlord  **PICO GROUP LLC**

Buyer/Tenant \_\_\_\_\_

Seller/Landlord \_\_\_\_\_

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ADM REVISED 12/15 (PAGE 1 OF 1)

ADDENDUM (ADM PAGE 1 OF 1)





**COMMERCIAL LEASE AGREEMENT**  
(C.A.R. Form CL, Revised 12/15)

Date (For reference only): November 9, 2017

PICO GROUP LLC,

Imperial County Transportation Commission

("Landlord") and

("Tenant") agree as follows:

1. **PROPERTY:** Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 1503 N Imperial Ave., Ste 104-106 comprise approximately \_\_\_\_\_ % of the total square footage of rentable space in the entire property. See exhibit \_\_\_\_\_ ("Premises"), which description of the Premises.

2. **TERM:** The term begins on (date) November 10, 2017 ("Commencement Date"), (Check A or B):

A. **Lease:** and shall terminate on (date) December 31, 2020 at 4  AM  PM. Any holding over after the term of this agreement expires, with Landlord's consent, shall create a month-to-month tenancy that either party may terminate as specified in paragraph 2B. Rent shall be at a rate equal to the rent for the immediately preceding month, payable in advance. All other terms and conditions of this agreement shall remain in full force and effect.

B. **Month-to-month:** and continues as a month-to-month tenancy. Either party may terminate the tenancy by giving written notice to the other at least 30 days prior to the intended termination date, subject to any applicable laws. Such notice may be given on any date.

C. **RENEWAL OR EXTENSION TERMS:** See attached addendum Tenant reserves the right to extend orig term of lease for 3 yrs.

3. **BASE RENT:**

A. Tenant agrees to pay Base Rent at the rate of (CHECK ONE ONLY):

(1) \$ 7,281.85 per month, for the term of the agreement.

(2) \$ \_\_\_\_\_ per month, for the first 12 months of the agreement. Commencing with the 13th month, and upon expiration of each 12 months thereafter, rent shall be adjusted according to any increase in the U.S. Consumer Price Index of the Bureau of Labor Statistics of the Department of Labor for All Urban Consumers ("CPI") for \_\_\_\_\_ (the city nearest the location of the Premises), based on the following formula: Base Rent will be multiplied by the most current CPI preceding the first calendar month during which the adjustment is to take effect, and divided by the most recent CPI preceding the Commencement Date. In no event shall any adjusted Base Rent be less than the Base Rent for the month immediately preceding the adjustment. If the CPI is no longer published, then the adjustment to Base Rent shall be based on an alternate index that most closely reflects the CPI.

(3) \$ \_\_\_\_\_ per month for the period commencing \_\_\_\_\_ and ending \_\_\_\_\_ and \$ \_\_\_\_\_ per month for the period commencing \_\_\_\_\_ and ending \_\_\_\_\_ and \$ \_\_\_\_\_ per month for the period commencing \_\_\_\_\_ and ending \_\_\_\_\_.

(4) In accordance with the attached rent schedule.

(5) Other: \_\_\_\_\_

B. Base Rent is payable in advance on the 1st (or  \_\_\_\_\_) day of each calendar month, and is delinquent on the next day.

C. If the Commencement Date falls on any day other than the first day of the month, Base Rent for the first calendar month shall be prorated based on a 30-day period. If Tenant has paid one full month's Base Rent in advance of Commencement Date, Base Rent for the second calendar month shall be prorated based on a 30-day period.

4. **RENT:**

A. Definition: ("Rent") shall mean all monetary obligations of Tenant to Landlord under the terms of this agreement, except security deposit.

B. Payment: Rent shall be paid to (Name) PICO GROUP, 1503 N Imperial Ave #101, El Centro, CA at (address) \_\_\_\_\_, or at any other location specified by Landlord in writing to Tenant.

C. Timing: Base Rent shall be paid as specified in paragraph 3. All other Rent shall be paid within 30 days after Tenant is billed by Landlord.

5. **EARLY POSSESSION:** Tenant is entitled to possession of the Premises on November 10, 2017

If Tenant is in possession prior to the Commencement Date, during this time (i) Tenant is not obligated to pay Base Rent, and (ii) Tenant  is not obligated to pay Rent other than Base Rent. Whether or not Tenant is obligated to pay Rent prior to Commencement Date, Tenant is obligated to comply with all other terms of this agreement.

6. **SECURITY DEPOSIT:**

A. Tenant agrees to pay Landlord \$ \_\_\_\_\_ as a security deposit. Tenant agrees not to hold Broker responsible for its return. (IF CHECKED:)  If Base Rent increases during the term of this agreement, Tenant agrees to increase security deposit by the same proportion as the increase in Base Rent.

B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent, late charges, non-sufficient funds ("NSF") fees, or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) broom clean the Premises, if necessary, upon termination of tenancy; and (iv) cover any other unfulfilled obligation of Tenant. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 30 days after Landlord receives possession of the Premises, Landlord shall: (i) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition, and (ii) return any remaining portion of security deposit to Tenant. However, if the Landlord's only claim upon the security deposit is for unpaid Rent, then the remaining portion of the security deposit, after deduction of unpaid Rent, shall be returned within 14 days after the Landlord receives possession.

C. No interest will be paid on security deposit, unless required by local ordinance.

Landlord's Initials ( JA ) ( \_\_\_\_\_ )

Tenant's Initials ( MD ) ( \_\_\_\_\_ )

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**COMMERCIAL LEASE AGREEMENT (CL PAGE 1 OF 6)**

Prince & Associates, Realtors, 1503 N Imperial Ave #101 El Centro, CA 92243  
Anna Prince

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Phone: 760-337-4030

Fax: 760-482-1255

1503 N Imperial

**7. PAYMENTS:**

|   | TOTAL DUE           | PAYMENT RECEIVED   | BALANCE DUE  | DUE DATE          |
|---|---------------------|--------------------|--|-------------------|
| A. Rent: From <u>11/10/2017</u> To <u>11/30/2017</u><br>Date Date | \$ <u>4,854.55</u>  | \$ _____           | \$ <u>4,854.55</u>                                     | <u>11/10/2017</u> |
| B. Security Deposit   | \$ <u>7,281.85</u>  | \$ <u>5,880.00</u> | \$ <u>7,281.85</u> - <u>5,880.00</u> = <u>1,401.85</u> | <u>11/10/2017</u> |
| C. Other: <u>12/01/2017-12/31/2017</u><br>Category                | \$ <u>7,281.85</u>  | \$ _____           | \$ <u>7,281.85</u>                                     | <u>12/08/2017</u> |
| D. Other: _____<br>Category                                       | \$ _____            | \$ _____           | \$ _____   | _____             |
| E. Total:   | \$ <u>19,418.25</u> | \$ <u>5,880.00</u> | \$ <u>13,538.25</u>                                    |                   |

8. **PARKING:** Tenant is entitled to 10 unreserved and \_\_\_\_\_ reserved vehicle parking spaces. The right to parking  is  is not included in the Base Rent charged pursuant to paragraph 3. If not included in the Base Rent, the parking rental fee shall be an additional \$ \_\_\_\_\_ per month. Parking space(s) are to be used for parking operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked in parking spaces or on the Premises. Mechanical work or storage of inoperable vehicles is not allowed in parking space(s) or elsewhere on the Premises. No overnight parking is permitted.

9. **ADDITIONAL STORAGE:** Storage is permitted as follows: in leasee office. The right to additional storage space  is  is not included in the Base Rent charged pursuant to paragraph 3. If not included in Base Rent, storage space shall be an additional \$ \_\_\_\_\_ per month. Tenant shall store only personal property that Tenant owns, and shall not store property that is claimed by another, or in which another has any right, title, or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other dangerous or hazardous material. Tenant shall pay for, and be responsible for, the clean-up of any contamination caused by Tenant's use of the storage area.

10. **LATE CHARGE; INTEREST; NSF CHECKS:** Tenant acknowledges that either late payment of Rent or issuance of a NSF check may cause Landlord to incur costs and expenses, the exact amount of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within 5 calendar days after date due, or if a check is returned NSF, Tenant shall pay to Landlord, respectively, \$ \_\_\_\_\_ as late charge, plus 10% interest per annum on the delinquent amount and \$25.00 as a NSF fee, any of which shall be deemed additional Rent. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any late charge, delinquent interest, or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 4, or prevent Landlord from exercising any other rights and remedies under this agreement, and as provided by law.

11. **CONDITION OF PREMISES:** Tenant has examined the Premises and acknowledges that Premise is clean and in operative condition, with the following exceptions: new carpet will be installed by landlord, paint touchup will be done after carpet is installed. Items listed as exceptions shall be dealt with in the following manner: \_\_\_\_\_

12. **ZONING AND LAND USE:** Tenant accepts the Premises subject to all local, state and federal laws, regulations and ordinances ("Laws"). Landlord makes no representation or warranty that Premises are now or in the future will be suitable for Tenant's use. Tenant has made its own investigation regarding all applicable Laws.

13. **TENANT OPERATING EXPENSES:** Tenant agrees to pay for all utilities and services directly billed to Tenant Electric and any other utilities, phone, office cleaning as necessary by tenant.

**14. PROPERTY OPERATING EXPENSES:**

A. Tenant agrees to pay its proportionate share of Landlord's estimated monthly property operating expenses, including but not limited to, common area maintenance, consolidated utility and service bills, insurance, and real property taxes, based on the ratio of the square footage of the Premises to the total square footage of the rentable space in the entire property. n/a

OR B.  (If checked) Paragraph 14 does not apply.

**15. USE:** The Premises are for the sole use as ICTC SUB LETTING TO SCAG

No other use is permitted without Landlord's prior written consent. If any use by Tenant causes an increase in the premium on Landlord's existing property insurance, Tenant shall pay for the increased cost. Tenant will comply with all Laws affecting its use of the Premises.

16. **RULES/REGULATIONS:** Tenant agrees to comply with all rules and regulations of Landlord (and, if applicable, Owner's Association) that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant do not, disturb, annoy, endanger, or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or committing a waste or nuisance on or about the Premises.

**17. MAINTENANCE:**

A. Tenant OR  (If checked, Landlord) shall professionally maintain the Premises including heating, air conditioning, electrical, plumbing and water systems, if any, and keep glass, windows and doors in operable and safe condition. Unless Landlord is checked, if Tenant fails to maintain the Premises, Landlord may contract for or perform such maintenance, and charge Tenant for Landlord's cost.

B. Landlord OR  (If checked, Tenant) shall maintain the roof, foundation, exterior walls, common areas and \_\_\_\_\_

Landlord's Initials (AS) (✓)

Tenant's Initials (MB) (\_\_\_\_\_)



- 18. **ALTERATIONS:** Tenant shall not make any alterations in or about the Premises, including installation of trade fixtures and signs, without Landlord's prior written consent, which shall not be unreasonably withheld. Any alterations to the Premises shall be done according to Law and with required permits. Tenant shall give Landlord advance notice of the commencement date of any planned alteration, so that Landlord, at its option, may post a Notice of Non-Responsibility to prevent potential liens against Landlord's interest in the Premises. Landlord may also require Tenant to provide Landlord with lien releases from any contractor performing work on the Premises.
- 19. **GOVERNMENT IMPOSED ALTERATIONS:** Any alterations required by Law as a result of Tenant's use shall be Tenant's responsibility. Landlord shall be responsible for any other alterations required by Law.
- 20. **ENTRY:** Tenant shall make Premises available to Landlord or Landlord's agent for the purpose of entering to make inspections, necessary or agreed repairs, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors. Landlord and Tenant agree that 24 hours notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Landlord or Landlord's representative may enter Premises at any time without prior notice.
- 21. **SIGNS:** Tenant authorizes Landlord to place a FOR SALE sign on the Premises at any time, and a FOR LEASE sign on the Premises within the 90 (or  \_\_\_\_\_) day period preceding the termination of the agreement.
- 22. **SUBLETTING/ASSIGNMENT:** Tenant shall not sublet or encumber all or any part of Premises, or assign or transfer this agreement or any interest in it, without the prior written consent of Landlord, which shall not be unreasonably withheld. Unless such consent is obtained, any subletting, assignment, transfer, or encumbrance of the Premises, agreement, or tenancy, by voluntary act of Tenant, operation of law, or otherwise, shall be null and void, and, at the option of Landlord, terminate this agreement. Any proposed sublessee, assignee, or transferee shall submit to Landlord an application and credit information for Landlord's approval, and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one sublease, assignment, or transfer, shall not be construed as consent to any subsequent sublease, assignment, or transfer, and does not release Tenant of Tenant's obligation under this agreement.
- 23. **POSSESSION:** If Landlord is unable to deliver possession of Premises on Commencement Date, such date shall be extended to the date on which possession is made available to Tenant. However, the expiration date shall remain the same as specified in paragraph 2. If Landlord is unable to deliver possession within 60 (or  \_\_\_\_\_) calendar days after the agreed Commencement Date, Tenant may terminate this agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid.
- 24. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:** Upon termination of agreement, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (ii) vacate Premises and surrender it to Landlord empty of all persons and personal property; (iii) vacate all parking and storage spaces; (iv) deliver Premises to Landlord in the same condition as referenced in paragraph 11; (v) clean Premises; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii) \_\_\_\_\_

All improvements installed by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may nevertheless require Tenant to remove any such improvement that did not exist at the time possession was made available to Tenant.

- 25. **BREACH OF CONTRACT/EARLY TERMINATION:** In event Tenant, prior to expiration of this agreement, breaches any obligation in this agreement, abandons the premises, or gives notice of tenant's intent to terminate this tenancy prior to its expiration, in addition to any obligations established by paragraph 24, Tenant shall also be responsible for lost rent, rental commissions, advertising expenses, and painting costs necessary to ready Premises for re-rental. Landlord may also recover from Tenant: (i) the worth, at the time of award, of the unpaid Rent that had been earned until the time of award exceeds the amount of such rental loss the Tenant proves could have been reasonably avoided; and (iii) the worth, at the time of award, of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided. Landlord may elect to continue the tenancy in effect for so long as Landlord does not terminate Tenant's right to possession, by either written notice of termination of possession or by reletting the Premises to another who takes possession, and Landlord may enforce all Landlord's rights and remedies under this agreement, including the right to recover the Rent as it becomes due.
- 26. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, Landlord shall have the right to restore the Premises by repair or rebuilding. If Landlord elects to repair or rebuild, and is able to complete such restoration within 90 days from the date of damage, subject to the terms of this paragraph, this agreement shall remain in full force and effect. If Landlord is unable to restore the Premises within this time, or if Landlord elects not to restore, then either Landlord or Tenant may terminate this agreement by giving the other written notice. Rent shall be abated as of the date of damage. The abated amount shall be the current monthly Base Rent prorated on a 30-day basis. If this agreement is not terminated, and the damage is not repaired, then Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of the Premises. If total or partial destruction or damage occurs as a result of an act of Tenant or Tenant's guests, (i) only Landlord shall have the right, at Landlord's sole discretion, within 30 days after such total or partial destruction or damage to treat the lease as terminated by Tenant, and (ii) Landlord shall have the right to recover damages from Tenant.
- 27. **HAZARDOUS MATERIALS:** Tenant shall not use, store, generate, release or dispose of any hazardous material on the Premises or the property of which the Premises are part. However, Tenant is permitted to make use of such materials that are required to be used in the normal course of Tenant's business provided that Tenant complies with all applicable Laws related to the hazardous materials. Tenant is responsible for the cost of removal and remediation, or any clean-up of any contamination caused by Tenant.
- 28. **CONDEMNATION:** If all or part of the Premises is condemned for public use, either party may terminate this agreement as of the date possession is given to the condemner. All condemnation proceeds, exclusive of those allocated by the condemner to Tenant's relocation costs and trade fixtures, belong to Landlord.
- 29. **INSURANCE:** Tenant's personal property, fixtures, equipment, inventory and vehicles are not insured by Landlord against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is to carry Tenant's own property insurance to protect Tenant from any such loss. In addition, Tenant shall carry (i) liability insurance in an amount of not less than \$ 1,000,000.00 and (ii) property insurance in an amount sufficient to cover the replacement cost of the property if Tenant is responsible for maintenance under paragraph 17B. Tenant's insurance shall name Landlord and Landlord's agent as additional insured. Tenant, upon Landlord's request, shall provide Landlord with a certificate of insurance establishing Tenant's compliance. Landlord shall maintain liability insurance insuring Landlord, but not Tenant, in an amount of at least \$ 1,000,000.00, plus property insurance in an amount sufficient to cover the replacement cost of the property unless Tenant is responsible for maintenance pursuant to paragraph 17B. Tenant is advised to carry business interruption insurance in an amount at least sufficient to cover Tenant's complete rental obligation to Landlord. Landlord is advised to obtain a policy of rental loss insurance. Both Landlord and Tenant release each other, and waive their respective rights to subrogation against each other, for loss or damage covered by insurance.

Landlord's Initials ( MS ) ( \_\_\_\_\_ )

Tenant's Initials ( MS ) ( \_\_\_\_\_ )

CL REVISED 12/15 (PAGE 3 of 6)

**COMMERCIAL LEASE AGREEMENT (CL PAGE 3 OF 6)**



- 30. **TENANCY STATEMENT (ESTOPPEL CERTIFICATE):** Tenant shall execute and return a tenancy statement (estoppel certificate), delivered to Tenant by Landlord or Landlord's agent, within 3 days after its receipt. The tenancy statement shall acknowledge that this agreement is unmodified and in full force, or in full force as modified, and state the modifications. Failure to comply with this requirement: (i) shall be deemed Tenant's acknowledgment that the tenancy statement is true and correct, and may be relied upon by a prospective lender or purchaser; and (ii) may be treated by Landlord as a material breach of this agreement. Tenant shall also prepare, execute, and deliver to Landlord any financial statement (which will be held in confidence) reasonably requested by a prospective lender or buyer.
- 31. **LANDLORD'S TRANSFER:** Tenant agrees that the transferee of Landlord's interest shall be substituted as Landlord under this agreement. Landlord will be released of any further obligation to Tenant regarding the security deposit, only if the security deposit is returned to Tenant upon such transfer, or if the security deposit is actually transferred to the transferee. For all other obligations under this agreement, Landlord is released of any further liability to Tenant, upon Landlord's transfer.
- 32. **SUBORDINATION:** This agreement shall be subordinate to all existing liens and, at Landlord's option, the lien of any first deed of trust or first mortgage subsequently placed upon the real property of which the Premises are a part, and to any advances made on the security of the Premises, and to all renewals, modifications, consolidations, replacements, and extensions. However, as to the lien of any deed of trust or mortgage entered into after execution of this agreement, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant pays the Rent and observes and performs all of the provisions of this agreement, unless this agreement is otherwise terminated pursuant to its terms. If any mortgagee, trustee, or ground lessor elects to have this agreement placed in a security position prior to the lien of a mortgage, deed of trust, or ground lease, and gives written notice to Tenant, this agreement shall be deemed prior to that mortgage, deed of trust, or ground lease, or the date of recording.
- 33. **TENANT REPRESENTATIONS; CREDIT:** Tenant warrants that all statements in Tenant's financial documents and rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this agreement. Landlord may cancel this agreement: (i) before occupancy begins, upon disapproval of the credit report(s); or (ii) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency, if Tenant fails to pay Rent or comply with any other obligation under this agreement.
- 34. **CONSTRUCTION-RELATED ACCESSIBILITY STANDARDS:** Landlord states that the Premises  has, or  has not been inspected by a Certified Access Specialist. If so, Landlord states that the Premises  has, or  has not been determined to meet all applicable construction-related accessibility standards pursuant to Civil Code Section 55.53.

35. **DISPUTE RESOLUTION:**

- A. **MEDIATION:** Tenant and Landlord agree to mediate any dispute or claim arising between them out of this agreement, or any resulting transaction, before resorting to arbitration or court action, subject to paragraph 35B(2) below. Paragraphs 35B(2) and (3) apply whether or not the arbitration provision is initialed. Mediation fees, if any, shall be divided equally among the parties involved. If for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.
- B. **ARBITRATION OF DISPUTES:** (1) Tenant and Landlord agree that any dispute or claim in Law or equity arising between them out of this agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraphs 35B(2) and (3) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of real estate transactional law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05.
- (2) **EXCLUSIONS FROM MEDIATION AND ARBITRATION:** The following matters are excluded from Mediation and Arbitration hereunder: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court; and (v) an action for bodily injury or wrongful death, or for latent or patent defects to which Code of Civil Procedure §337.1 or §337.15 applies. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions.
- (3) **BROKERS:** Tenant and Landlord agree to mediate and arbitrate disputes or claims involving either or both Brokers, provided either or both Brokers shall have agreed to such mediation or arbitration, prior to, or within a reasonable time after the dispute or claim is presented to Brokers. Any election by either or both Brokers to participate in mediation or arbitration shall not result in Brokers being deemed parties to the agreement.

**"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."**

**"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."**

Landlord's Initials   *JA*   /   *1*        Tenant's Initials   *MB*   /   *1*  

Landlord's Initials (   *JA*   ) (   *1*   )

Tenant's Initials (   *MB*   ) (   *1*   )



Premises: 1503 N Imperial Ave., Ste 104-106

Date November 9, 2017

**36. JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this agreement, jointly with every other Tenant, and individually, whether or not in possession.

**37. NOTICE:** Notices may be served by mail, facsimile, or courier at the following address or location, or at any other location subsequently designated:

Landlord: Pico Group LLC  
c/o Anna Prince  
1503 N Imperial Ave Ste 101  
El Centro, CA 92243  
760-337-4030

Tenant: ICTC  
Imperial County Transportation Commission  
Mark Baza  
(760) 592-4494

Notice is deemed effective upon the earliest of the following: (i) personal receipt by either party or their agent; (ii) written acknowledgement of notice; or (iii) 5 days after mailing notice to such location by first class mail, postage pre-paid.

**38. WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same breach or a waiver of any subsequent breach.

**39. INDEMNIFICATION:** Tenant shall indemnify, defend and hold Landlord harmless from all claims, disputes, litigation, judgments and attorney fees arising out of Tenant's use of the Premises.

**40. OTHER TERMS AND CONDITIONS/SUPPLEMENTS:** 1) Ste 104 has 1212.46SF and Ste 106 has 3200.78 sf. total of 4413.24SF

2) Robert P Prince, Broker of Prince & Associates REALTORS® and Anna Prince, REALTOR® for Prince & Associates REALTORS® are Broker/Realtor/Owners of Prince & Associates REALTORS® and part owners of said property also acting as principals.

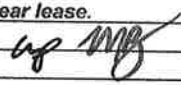
3) Landlord hereby accepts (1) Imperial County Transportation Commission (ICTC as the main tenant and consents to Tenant's sublease of a portion of the Premises to ) (2) Southern California Association of Governments (SCAG)

4) Tenant to pay to install any sign they deem necessary with Pico Group LLC prior review of signage and approval by PICO Group LLC

5) Subject to my ICTC board approval

6) Lessee will be renting form 1 month effective 11/10, then converting to a 1 year lease.

7) Lessee will pay prorated rent from 11/10 due to early possession.



The following ATTACHED supplements/exhibits are incorporated in this agreement:  Option Agreement (C.A.R. Form OA)

**41. ATTORNEY FEES:** In any action or proceeding arising out of this agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs from the non-prevailing Landlord or Tenant, except as provided in paragraph 35A.

**42. ENTIRE CONTRACT:** Time is of the essence. All prior agreements between Landlord and Tenant are incorporated in this agreement, which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement. Any provision of this agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this agreement. This agreement shall be binding upon, and inure to the benefit of, the heirs, assignees and successors to the parties.

**43. BROKERAGE:** Landlord and Tenant shall each pay to Broker(s) the fee agreed to, if any, in a separate written agreement. Neither Tenant nor Landlord has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as named in this agreement, in connection with any act relating to the Premises, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this agreement. Tenant and Landlord each agree to indemnify, defend and hold harmless the other, and the Brokers specified herein, and their agents, from and against any costs, expenses, or liability for compensation claimed inconsistent with the warranty and representation in this paragraph 43.

**44. AGENCY CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction:

Listing Agent: Prince & Associates REALTORS® (Print Firm Name) is the agent of (check one):

the Landlord exclusively; or  both the Tenant and Landlord.

Selling Agent: Prince & Associates REALTORS® (Print Firm Name) (if not same as Listing Agent) is the agent of (check one):

the Tenant exclusively; or  the Landlord exclusively; or  both the Tenant and Landlord.

Real Estate Brokers are not parties to the agreement between Tenant and Landlord.

Landlord's Initials (X AP) ( \_\_\_\_\_ )

Tenant's Initials ( MB ) ( \_\_\_\_\_ )

CL REVISED 12/15 (PAGE 5 of 6)

COMMERCIAL LEASE AGREEMENT (CL PAGE 5 OF 6)

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1503 N Imperial



Landlord and Tenant acknowledge and agree that Brokers: (i) do not guarantee the condition of the Premises; (ii) cannot verify representations made by others; (iii) will not verify zoning and land use restrictions; (iv) cannot provide legal or tax advice; (v) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this agreement, Brokers: (vi) do not decide what rental rate a Tenant should pay or Landlord should accept; and (vii) do not decide upon the length or other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance, and other desired assistance from appropriate professionals.

Tenant *Mark Baza* Date 11/09/2017  
Mark Baza-ICTC  
(Print name)

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Tenant \_\_\_\_\_ Date \_\_\_\_\_  
(Print name)

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**GUARANTEE:** In consideration of the execution of this Agreement by and between Landlord and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally to Landlord and Landlord's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Landlord and Tenant; and (iii) waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) Mark Baza, ICTC  
Guarantor *Mark Baza* Date 11-9-17  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Landlord agrees to rent the Premises on the above terms and conditions.

Landlord  *[Signature]* Date 11/09/2017  
(owner or agent with authority to enter into this agreement) PICO GROUP LLC

Address 1503 N Imperial Ave Ste 101 City El Centro, State CA Zip 92243

Landlord \_\_\_\_\_ Date \_\_\_\_\_  
(owner or agent with authority to enter into this agreement)

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Agency relationships are confirmed as above. Real estate brokers who are not also Landlord in this agreement are not a party to the agreement between Landlord and Tenant.

Real Estate Broker (Leasing Firm) Prince & Associates REALTORS® CalBRE Lic. # 00956884

By (Agent) *[Signature]* CalBRE Lic. # 01117820 Date 11/09/2017  
Anna Prince

Address 1503 N Imperial Ave #101 City El Centro State CA Zip 92243

Telephone (760)337-4030 Fax (760)482-1255 E-mail anna@princerealtors.com

Real Estate Broker (Listing Firm) \_\_\_\_\_ CalBRE Lic. # \_\_\_\_\_

By (Agent) \_\_\_\_\_ CalBRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

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Reviewed by \_\_\_\_\_ Date \_\_\_\_\_







**DISCLOSURE REGARDING  
REAL ESTATE AGENCY RELATIONSHIP**

(Listing Firm to Seller)  
(As required by the Civil Code)  
(C.A.R. Form AD, Revised 12/14)

(If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code section 2079.13(k) and (l).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

**SELLER'S AGENT**

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

**BUYER'S AGENT**

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

**AGENT REPRESENTING BOTH SELLER AND BUYER**

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).**

Buyer  Seller  Landlord  Tenant PICO GROUP LLC Date 11-9-17

Buyer  Seller  Landlord  Tenant \_\_\_\_\_ Date \_\_\_\_\_

Agent Prince & Associates REALTORS® BRE Lic. # 00956884  
Real Estate Broker (Firm)

By Anna Prince BRE Lic. # 01117820 Date 11/09/2017  
(Salesperson or Broker-Associate)

Agency Disclosure Compliance (Civil Code §2079.14):

- When the listing brokerage company also represents Buyer/Tenant: The Listing Agent shall have one AD form signed by Seller/Landlord and a different AD form signed by Buyer/Tenant.
- When Seller/Landlord and Buyer/Tenant are represented by different brokerage companies: (i) the Listing Agent shall have one AD form signed by Seller/Landlord and (ii) the Buyer's/Tenant's Agent shall have one AD form signed by Buyer/Tenant and either that same or a different AD form presented to Seller/Landlord for signature prior to presentation of the offer. If the same form is used, Seller may sign here:

(SELLER/LANDLORD: DO NOT SIGN HERE) \_\_\_\_\_ (SELLER/LANDLORD: DO NOT SIGN HERE) \_\_\_\_\_

Seller/Landlord \_\_\_\_\_ Date \_\_\_\_\_ Seller/Landlord \_\_\_\_\_ Date \_\_\_\_\_

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Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



**CIVIL CODE SECTIONS 2079.24 (2079.16 APPEARS ON THE FRONT)**

**2079.13** As used in Sections 2079.14 to 2079.24, inclusive, the following terms have the following meanings: (a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. (b) "Associate licensee" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into a written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee. The agent in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When an associate licensee owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the associate licensee functions. (c) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee. (d) "Commercial real property" means all real property in the state, except single-family residential real property, dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, mobilehomes, as defined in Section 798.3, or recreational vehicles, as defined in Section 799.29. (e) "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction. (f) "Listing agreement" means a contract between an owner of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer. (g) "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation. (h) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the listing agent. (i) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (j) "Offer to purchase" means a written contract executed by a buyer acting through a selling agent that becomes the contract for the sale of the real property upon acceptance by the seller. (k) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property that constitutes or is improved with one to four dwelling units, any commercial real property, any leasehold in these types of property exceeding one year's duration, and mobilehomes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (l) "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase. (m) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (n) "Seller" means the transferor in a real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor. (o) "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller. (p) "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5 (commencing with Section 2349) of Chapter 1 of Title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in a real property transaction.

**2079.14** Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgement of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows: (a) The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The selling agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller with a copy of the disclosure form pursuant to subdivision (a). (c) Where the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgement of receipt obtained for the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller at his or her last known address, in which case no signed acknowledgement of receipt is required. (d) The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.

**2079.15** In any circumstance in which the seller or buyer refuses to sign an acknowledgement of receipt pursuant to Section 2079.14, the agent, or an associate licensee acting for an agent, shall set forth, sign, and date a written declaration of the facts of the refusal.

**2079.16** Reproduced on Page 1 of this AD form.

**2079.17** (a) As soon as practicable, the selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the listing agent prior to or coincident with the execution of that contract by the seller. (c) The confirmation required by subdivisions (a) and (b) shall be in the following form.

(DO NOT COMPLETE. SAMPLE ONLY) \_\_\_\_\_ is the agent of (check one):  the seller exclusively; or  both the buyer and seller.  
(Name of Listing Agent)  
(DO NOT COMPLETE. SAMPLE ONLY) \_\_\_\_\_ is the agent of (check one):  the buyer exclusively; or  the seller exclusively; or  both the buyer and seller.  
(Name of Selling Agent if not the same as the Listing Agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.

**2079.18** No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.

**2079.19** The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

**2079.20** Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

**2079.21** A dual agent shall not disclose to the buyer that the seller is willing to sell the property at a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer. This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

**2079.22** Nothing in this article precludes a listing agent from also being a selling agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent.

**2079.23** A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

**2079.24** Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



AD REVISED 12/14 (PAGE 2 OF 2)

**DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 2 OF 2)**

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**COMMERCIAL LEASE CONSTRUCTION  
ACCESSIBILITY ADDENDUM**

(C.A.R. Form CLCA 11/16)

This is an addendum to the Commercial Lease Agreement (lease) dated October 12, 2017  
in which PICO GROUP LLC is referred to as "Landlord"  
and Mark Baza-ICTC is referred to as "Tenant".  
Paragraph 34 of the lease is deleted in its entirety and replaced by the following;

**Paragraph 34. CONSTRUCTION-RELATED ACCESSIBILITY STANDARDS:**

- A. Landlord states that the Premises  have, or  have not been inspected by a Certified Access Specialist (CASp).
- B. If the Premises have been inspected by a CASp,  
 (1) Landlord states that the Premises  have, or  have not been determined to meet all applicable construction-related accessibility standards pursuant to Civil Code Section 55.53. Landlord shall provide Tenant a copy of the report prepared by the CASp (and, if applicable a copy of the disability access inspection certificate) as specified below.  
 (2)  (i) Tenant has received a copy of the report at least 48 hours before executing this lease. Tenant has no right to rescind the lease based upon information contained in the report.  
 OR  (ii) Tenant has received a copy of the report prior to, but no more than, 48 hours before, executing this lease. Based upon information contained in the report, Tenant has 72 hours after execution of this lease to rescind it.  
 OR  (iii) Tenant has not received a copy of the report prepared by the CASp prior to execution of this lease. Landlord shall provide a copy of the report prepared by the CASp (and, if applicable a copy of the disability access inspection certificate) within 7 days after execution of this lease. Tenant shall have up to 3 days thereafter to rescind the lease based upon information in the report.
- C. If the Premises have not been inspected by a CASp or a certificate was not issued by the CASp who conducted the inspection,  
 "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises."
- D. Notwithstanding anything to the contrary in paragraph 17, 18, 19 or elsewhere in the lease, any repairs or modifications necessary to correct violations of construction related accessibility standards are the responsibility of Tenant  Landlord  Other \_\_\_\_\_.

Tenant (Signature) Mark Baza Date 11-9-17

Tenant (Print name) Mark Baza-ICTC

Tenant (Signature) \_\_\_\_\_ Date \_\_\_\_\_

Tenant (Print name) \_\_\_\_\_

Landlord (Signature) \_\_\_\_\_ Date \_\_\_\_\_

Landlord (Print name) PICO GROUP LLC

Landlord (Signature) [Signature] Date 11-9-17

Landlord (Print name) \_\_\_\_\_

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CLCA 11/16 (PAGE 1 OF 1)

**COMMERCIAL LEASE CONSTRUCTION ACCESSIBILITY ADDENDUM (CLCA PAGE 1 OF 1)**



**DISCLOSURE REGARDING  
REAL ESTATE AGENCY RELATIONSHIP**

(Selling Firm to Buyer)  
(As required by the Civil Code)  
(C.A.R. Form AD, Revised 12/14)

(If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code section 2079.13(k) and (m).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

**SELLER'S AGENT**

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

**BUYER'S AGENT**

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

**AGENT REPRESENTING BOTH SELLER AND BUYER**

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. **This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).**

Buyer  Seller  Landlord  Tenant Mark Baza-ICTC Date 11-9-17

Buyer  Seller  Landlord  Tenant \_\_\_\_\_ Date \_\_\_\_\_

Agent Prince & Associates REALTORS® BRE Lic. # 00956884  
Real Estate Broker (Firm)

By Anna Prince BRE Lic. # 01117820 Date 11/09/2017  
(Salesperson or Broker-Associate)

Agency Disclosure Compliance (Civil Code §2079.14):

- When the listing brokerage company also represents Buyer/Tenant: The Listing Agent shall have one AD form signed by Seller/Landlord and a different AD form signed by Buyer/Tenant.
- When Seller/Landlord and Buyer/Tenant are represented by different brokerage companies: (i) the Listing Agent shall have one AD form signed by Seller/Landlord and (ii) the Buyer's/Tenant's Agent shall have one AD form signed by Buyer/Tenant and either that same or a different AD form presented to Seller/Landlord for signature prior to presentation of the offer. If the same form is used, Seller may sign here:

|  |      |                 |      |
|--|------|-----------------|------|
| Seller/Landlord<br><b>PICO GROUP LLC</b> | Date | Seller/Landlord | Date |
|--|------|-----------------|------|

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Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



**AD REVISED 12/14 (PAGE 1 OF 2)**  
**DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 1 OF 2)**

**CIVIL CODE SECTIONS 2079.24 (2079.16 APPEARS ON THE FRONT)**

**2079.13** As used in Sections 2079.14 to 2079.24, inclusive, the following terms have the following meanings: (a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. (b) "Associate licensee" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into a written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee. The agent in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When an associate licensee owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the associate licensee functions. (c) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee. (d) "Commercial real property" means all real property in the state, except single-family residential real property, dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, mobilehomes, as defined in Section 798.3, or recreational vehicles, as defined in Section 799.29. (e) "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction. (f) "Listing agreement" means a contract between an owner of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer. (g) "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation. (h) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the listing agent. (i) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (j) "Offer to purchase" means a written contract executed by a buyer acting through a selling agent that becomes the contract for the sale of the real property upon acceptance by the seller. (k) "Real property" means any leasehold in these types of property exceeding one year's duration, and mobilehomes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (l) "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase. (m) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (n) "Seller" means the transferor in a real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor. (o) "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller. (p) "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5 (commencing with Section 2349) of Chapter 1 of Title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in a real property transaction.

**2079.14** Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgement of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows: (a) The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The selling agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller with a copy of the disclosure form pursuant to subdivision (a). (c) Where the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgement of receipt obtained for the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller at his or her last known address, in which case no signed acknowledgement of receipt is required. (d) The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.

**2079.15** In any circumstance in which the seller or buyer refuses to sign an acknowledgement of receipt pursuant to Section 2079.14, the agent, or an associate licensee acting for an agent, shall set forth, sign, and date a written declaration of the facts of the refusal.

**2079.16** Reproduced on Page 1 of this AD form.

**2079.17** (a) As soon as practicable, the selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the listing agent prior to or coincident with the execution of that contract by the seller. (c) The confirmation required by subdivisions (a) and (b) shall be in the following form.

(DO NOT COMPLETE. SAMPLE ONLY) is the agent of (check one):  the seller exclusively; or  both the buyer and seller.

(Name of Listing Agent) \_\_\_\_\_

(DO NOT COMPLETE. SAMPLE ONLY) is the agent of (check one):  the buyer exclusively; or  the seller exclusively; or  both the buyer and seller.

(Name of Selling Agent if not the same as the Listing Agent) \_\_\_\_\_

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.

**2079.18** No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.

**2079.19** The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

**2079.20** Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

**2079.21** A dual agent shall not disclose to the buyer that the seller is willing to sell the property at a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer. This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

**2079.22** Nothing in this article precludes a listing agent from also being a selling agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent.

**2079.23** A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

**2079.24** Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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**AD REVISED 12/14 (PAGE 2 OF 2)**

**DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 2 OF 2)**



ADDENDUM

(C.A.R. Form ADM, Revised 12/15)

No. 1

The following terms and conditions are hereby incorporated in and made a part of the: [ ] Purchase Agreement, [ ] Residential Lease or Month-to-Month Rental Agreement, [ ] Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), [ ] Other Commercial Lease Agreement

dated November 9, 2017, on property known as 1503 N Imperial Ave Ste 104-106 El Centro, CA 92243-6301

in which Imperial County Transportation Commission is referred to as ("Buyer/Tenant") and PICO Group LLC is referred to as ("Seller/Landlord").

Current "Commercial lease agreement" dated 11/9/17 has an effective beginning date of 11/10/17 for a term of 1 month and 1 year ending 12/10/18, monthly lease amount of \$7281.85.

PICO Group LLC and ICTC understand any extension to the current lease must be ratified by the Board. Currently the Board has ratified and approved the one-year agreement signed on 11/19/17.

On December 13, 2017 ICTC Board approved an authorizes the Executive Director, Mark Baza to sign the lease addendum for an amended term of three (3) years plus two (2) one-year (1) extension options, all at the current monthly rate of \$7,281.85.

All other terms to remain the same and in full force.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date 12/13/17

Date 12-13-17

Buyer/Tenant Mark Baza Imperial County Transportation Commission

Seller/Landlord PICO Group LLC

Buyer/Tenant

Seller/Landlord

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ADM REVISED 12/15 (PAGE 1 OF 1)

ADDENDUM (ADM PAGE 1 OF 1)

1 **SECOND AMENDMENT TO SUBLEASE AGREEMENT**

2 **Southern California Association of Governments**

3 This SECOND AMENDMENT TO SUBLEASE AGREEMENT (“Second Amendment”), made  
4 and entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the **IMPERIAL**  
5 **COUNTY TRANSPORTATION COMMISSION** (“ICTC”), and **SOUTHERN CALIFORNIA**  
6 **ASSOCIATION OF GOVERNMENTS** (“SUBTENANT”) (individually, “Party,” collectively,  
7 “Parties”), shall be as follows:

8 **WITNESSETH**

9 **WHEREAS**, ICTC and SUBTENANT entered into that certain Sublease Agreement dated  
10 November 21, 2017 and ratified on November 29, 2017, hereinafter the “Sublease”, attached hereto as  
11 **Exhibit “1”**; and

12 **WHEREAS**, ICTC and SUBTENANT entered into that certain First Amendment to Sublease  
13 Agreement dated December 13, 2017, hereinafter the “First Amendment”, attached hereto as **Exhibit**  
14 **“2”**; and

15 **WHEREAS**, the First Amendment amended Section 4.1 as follows:

16 “The term of this Sublease shall be for a period of three (3) years concurrent with that of the  
17 Master Lease, but may be extended for two (2) one (1) year option periods by mutual written agreement  
18 of the Parties.” ; and

19 **WHEREAS**, the Sublease is set to expire on December 31, 2020; and

20 **WHEREAS**, section 17 of the Sublease provides that the Sublease may be amended and  
21 modified upon the mutual written consent of both parties; and

22 **WHEREAS**, ICTC and SUBTENANT desire to extend the Sublease for an additional one (1)  
23 year; and

24 **WHEREAS**, the Parties agree to enter into this Second Amendment to Sublease Agreement.

25 **NOW THEREFORE**, and in consideration of the promises and payments herein set forth, the  
26 parties have and hereby agree as follows:

- 27 1. The first of two (2) one (1) year extension option periods is hereby exercised.  
28 2. All other terms and conditions of the Sublease are and will remain in full force and effect.

1           **IN WITNESS WHEREOF**, the Parties hereto have caused this Second Amendment to be  
2 executed the day and year first above written.

3  
4 **IMPERIAL COUNTY TRANSPORTATION      SUBTENANT**  
5 **COMMISSION**

6  
7 By: \_\_\_\_\_  
8     **MARK BAZA**  
9     Executive Director

6  
7 By: \_\_\_\_\_  
8     **BASIL PANAS**  
9     CFO

9 Date: \_\_\_\_\_

9 Date: \_\_\_\_\_

10 **ATTEST:**

11  
12 By: \_\_\_\_\_  
13     **CRISTI LERMA**  
14     Secretary to the Commission

15 **APPROVED AS TO FORM:**  
16 **ADAM G. CROOK**  
17 County Counsel

18 By: \_\_\_\_\_  
19     Eric Havens  
20     Deputy County Counsel



1 **SUBLEASE AGREEMENT**

2 **Southern California Association of Governments**

3 THIS SUBLEASE AGREEMENT ("Sublease"), made and entered into effective the 21<sup>st</sup> day  
4 of November 2017, by and between the **IMPERIAL COUNTY TRANSPORTATION**  
5 **COMMISSION** ("ICTC"), and **SOUTHERN CALIFORNIA ASSOCIATION OF**  
6 **GOVERNMENTS** ("SUBTENANT") (individually, "Party," collectively, "Parties"), shall be as  
7 follows:

8 **RECITALS**

9 **WHEREAS**, on November 9, 2017, ICTC entered into a lease agreement ("Master Lease") for  
10 the use of certain real property indentified in Paragraph 1 and hereafter referred to as "Property"; and

11 **WHEREAS**, the Master Lease, including all attachments and amendments thereto, is attached  
12 hereto as **Exhibit "A"** and incorporated by this reference as though fully set forth herein; and

13 **WHEREAS**, ICTC and SUBTENANT desire to enter into this Sublease for the use of certain  
14 office space and other facilities on the Property as identified in Paragraph 2, and hereafter referred to  
15 as "Premises;" and

16 **WHEREAS**, such use is intended to be for providing administrative office space and services to  
17 members of the public, or for any other lawful ICTC purpose; and

18 **WHEREAS**, by the terms of the Master Lease, ICTC has express and continuing permission to  
19 enter into any sublease agreement, in ICTC's sole discretion, with any subtenant of ICTC's choosing.

20 **NOW THEREFORE**, it is mutually agreed between the Parties as follows:

21 **1. LEASED PROPERTY.**

22 **1.1.** The Property that is the subject of the Master Lease is described as that certain real  
23 property and improvements located at 1503 N. Imperial Ave., El Centro, CA 92243,  
24 also identified as APN #044-261-019.

25 **1.2.** The Property includes approximately a total of 4,400 square feet of office space  
26 occupancy.

27 **1.3.** A site map of the Property is attached as **Exhibit "A"** and incorporated by this  
28 reference as through fully set forth herein.

1 **2. SUBLEASED PREMISES.**

2 2.1. The Premises that are the subject of this Sublease are located at the Property, with the  
3 specific location identified as 1503 N. Imperial Ave. Suites 104 and 106, El Centro, CA  
4 92243, also identified as APN #044-261-019.

5 2.2. The Premises includes approximately a total of 423.48 square feet of office space  
6 occupancy.

7 2.3. A site map of the Premises is attached as **Exhibit "B"** and incorporated by this  
8 reference as through fully set forth herein.

9 **3. PARTIES TO SUBLEASE.**

10 It is not the intent of the Parties to this Sublease to create, and nothing in this Sublease shall be  
11 construed as creating a joint venture, partnership, or any other relationship between the Parties, other  
12 than that of a sublessor and sublessee. No Party herein authorizes any other Party to act as its agent or  
13 representative.

14 **4. TERM.**

15 4.1. The term of this Sublease shall be for a period of one (1) year concurrent with that of  
16 the Master Lease, but may be extended for two (2) one (1) year option periods by  
17 mutual written agreement of the Parties.

18 4.2. Termination Without Cause. This Sublease is subject to termination, without cause, by  
19 any Party upon thirty (30) days prior written notice to the other.

20 **5. HOLDING OVER.**

21 In the event that SUBTENANT shall hold over occupancy of the Premises after expiration of  
22 the term of this Sublease with the consent of ICTC, either express or implied, the holding over shall be  
23 deemed merely as a tenancy from month to month on the same terms, covenants and conditions as far  
24 as applicable as herein contained.

25 ///

26 ///

1  
2  
3 **6. RENT, TAXES AND OTHER FEES.**

4 **6.1. Base Rent.**

5 **6.1.1.** Except as otherwise provided in Paragraph 6.2, SUBTENANT shall pay ICTC a  
6 monthly rental for the lease of the Premises, in an amount not to exceed \$698.74  
7 per month.

8 **6.1.2.** Rent shall be payable in advance on the first day of each month, commencing  
9 when SUBTENANT has accepted the Premises, and continuing on the first day  
10 of each and every month thereafter for the term, and any extension or renewal of  
11 this Sublease. In the event the first day of the term of this Sublease does not fall  
12 on the first day of the month, then the first month's rent will be prorated and  
13 paid on the first day of the term.

14 **6.2. Base Rental Adjustment.**

15 **6.2.1.** Beginning the second year of term of the Sublease, and continuing through the  
16 term and any extension thereof, the amount of the monthly base rent set forth in  
17 Paragraph 6.1 shall be adjusted annually to reflect a three percent (3%) increase.

18 **6.3.** A rent schedule is attached hereto as **Exhibit "C"**.

19 **7. USE OF SUBLEASED PREMISES.**

20 The Premises shall be used to provide administrative office space and services to members of  
21 the public, or for any other lawful purpose.

22 **8. INDEMNIFICATION.**

23 To the furthest extent allowed by law, SUBTENANT shall indemnify, hold harmless and  
24 defend Property owner and ICTC, its board members, officers, employees, agents and volunteers from  
25 any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or  
26 strict liability, including but not limited to personal injury, death at any time and property damage)  
27 incurred by ICTC, Property owner or any other person, and from any and all claims, demands and  
28 actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have

1 arisen directly or indirectly out of performance of this Sublease. SUBTENANT's obligations under  
2 the preceding sentence shall apply regardless of whether Indemnitees are actively or passively  
3 negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused  
4 solely by the active negligence, or caused by the willful misconduct, of Premises owner, ICTC or its  
5 members, board members, officers, employees, agents and volunteers.

6 If SUBTENANT should subcontract all or any portion of the work to be performed under this  
7 Sublease, SUBTENANT shall require each subcontractor to indemnify, hold harmless and defend  
8 Premises owner, ICTC, its members, board members, officers, employees, agents and volunteers in  
9 accordance with the terms of the preceding paragraph.

10 This section shall survive termination or expiration of this Sublease.

11 **9. UTILITIES AND MAINTENANCE.**

12 **9.1.** Property owner will provide and pay for the following utilities furnished to the  
13 Premises:

- 14 (a) Water; and
- 15 (b) Trash; and
- 16 (c) Sewer.

17 SUBTENANT shall pay for all other utilities.

18 **9.2.** SUBTENANT shall provide and pay for the following services furnished to the  
19 Premises:

- 20 (a) Janitorial services; and
- 21 (b) Security services; and
- 22 (c) Monthly fire and security alarm monitoring fees.

23 **9.3** SUBTENANT agrees to maintain the interior of the PREMISES with regards to  
24 everyday wear and tear. SUBTENANT further agrees to provide for the following  
25 upkeep of the premises:

- 26 (a) Light bulb replacement;
- 27 (b) Janitorial services; and
- 28 (c) Carpet cleaning.

1 **10. INSURANCE.**

2 Throughout the life of this Sublease, SUBTENANT shall pay for and maintain in full force and  
3 effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted  
4 by the California Insurance Commissioner to do business in the State of California and rated not less  
5 than "A- VII" in Best's Insurance Rating Guide, or (ii) authorized by ICTC's Executive Director or  
6 his/her designee at any time and in his/her sole discretion. The following policies of insurance are  
7 required:

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

15 \$20,000,000 per occurrence for bodily injury and property damage

16 \$20,000,000 per occurrence for personal and advertising injury

17 \$20,000,000 aggregate for products and completed operations

18 \$20,000,000 general aggregate

19 (ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as  
20 broad as the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA  
21 00 01, and include coverage for all owned, hired, and non owned automobiles or other licensed  
22 vehicles (Code 1 Any Auto) with limits of liability of not less than \$1,000,000 per accident for bodily  
23 injury and property damage.

24 (iii) PROPERTY insurance against all risks of loss for any ICTC and SUBTENANT  
25 improvements at and upon the PREMISES, at full replacement cost with no coinsurance penalty  
26 provision.

27 (iv) WORKERS' COMPENSATION insurance as required under the California Labor  
28 Code.

1 (v) EMPLOYERS' LIABILITY insurance with limits of liability of not less than  
2 \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.

3 Should SUBTENANT maintain higher limits than the minimum limits shown above, ICTC  
4 requires and shall be entitled to coverage for the higher limits maintained by SUBTENANT. Any  
5 available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall  
6 be available to ICTC.

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

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

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

28 The General Liability and Automobile Liability insurance policies shall be written on an

1 occurrence form and shall name ICTC, its board members, officers, employees and agents as an  
2 additional insured. Such policy(ies) of insurance shall be endorsed so SUBTENANT's insurance shall  
3 be primary and no contribution shall be required of ICTC. The coverage shall contain no special  
4 limitations on the scope of protection afforded to ICTC, its board members, officers, employees and  
5 agents. The Property insurance policy shall name the ICTC as a loss payee. The Workers'  
6 Compensation insurance policy shall contain a waiver of subrogation as to ICTC, its board members,  
7 officers, employees and agents.

8 SUBTENANT shall furnish ICTC with all certificate(s) and applicable endorsements effecting  
9 coverage required hereunder. Upon request of ICTC and before work commences, SUBTENANT  
10 shall immediately furnish ICTC with a complete copy of any insurance policy and all certificates and  
11 applicable endorsements required under this Agreement, with said copy certified by the underwriter to  
12 be a true and correct copy of the original policy. This requirement shall survive expiration or  
13 termination of this Agreement.

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

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

1 suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or  
2 indirectly by any of them.

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

8 SUBTENANT and their insurers hereby waive all rights of recovery against ICTC, its  
9 members, board members, officers, officials, employees, agents and volunteers on account of injury,  
10 loss by or damage to the SUBTENANT, persons under the supervision of the SUBTENANT, vendors,  
11 suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or  
12 indirectly by any of them, or its property or the property of others under its care, custody and control.  
13 SUBTENANT shall give notice to its insurers that this waiver of subrogation is contained in this  
14 Sublease. This requirement shall survive termination or expiration of this Sublease.

15 **11. DEFAULT.**

16 **11.1. ICTC's Default.** If ICTC fails or refuses to perform any provision, covenant or  
17 condition required of it under this Sublease, then ICTC shall be in default.

18 **11.1.1.** SUBTENANT shall give written notice to ICTC of the default, specifying the  
19 nature of the default, and ICTC shall have thirty (30) days from receipt of notice  
20 to cure the default.

21 **11.1.2.** If the default is not cured within the thirty (30) day period, then SUBTENANT  
22 may, in its sole discretion, terminate this Sublease and/or pursue those remedies  
23 available under the law at the time this Sublease is executed, as well as any  
24 future remedies that are created.

25 **11.2. SUBTENANT's Default.** If SUBTENANT fails or refuses to perform any provision,  
26 covenant or condition required of it under this Sublease, then SUBTENANT shall be in  
27 default.



1           **11.2.1.** ICTC shall give written notice to SUBTENANT of the default, specifying the  
2           nature of the default and SUBTENANT shall have thirty (30) days from receipt  
3           of notice to cure the default.

4           **11.2.2.** If the default is not cured within the thirty (30) day period, then ICTC may, in its  
5           sole discretion, terminate this Sublease and/or pursue those remedies available  
6           under the law at the time this Sublease is executed as well as any future  
7           remedies that are created.

8   **12.    SURRENDER OF PREMISES.**

9           SUBTENANT shall, on expiration of the term of this Sublease, or sooner termination as  
10          provided herein, promptly surrender and deliver the Premises to ICTC in good condition, ordinary  
11          wear and tear excepted.

12   **13.    ASSIGNMENT, SUBLETTING, OR TRANSFER.**

13          SUBTENANT shall not sublet or assign this Sublease or any interest in this Sublease or any  
14          right or privilege appurtenant thereto or permit use of the Premises by any person or persons other than  
15          SUBTENANT without ICTC's prior written consent.

16   **14.    ENTRY BY ICTC.**

17          **14.1.** SUBTENANT shall permit ICTC and their agents to enter into the Premises at all  
18          reasonable times, with twenty-four (24) hours prior written notification, for the  
19          purposes of inspection or maintenance, or for making repairs, alterations, or additions to  
20          the Premises.

21          **14.2.** Notwithstanding Paragraph 14.1, ICTC may enter the Premises immediately to make  
22          emergency repairs such as plumbing breaks and electrical shorts. ICTC shall use their  
23          best efforts to contact SUBTENANT before entering to make any emergency repairs,  
24          and shall thereafter notify SUBTENANT in writing of the date and scope of the  
25          emergency repairs made to the Premises.

26   **15.    NOTICES AND COMMUNICATIONS**

27          **15.1.** Notices. Any notice by either PARTY to the other shall be personally delivered to the  
28          other PARTY, or sent by certified mail, return receipt requested, to the addresses set forth below:

1           **ICTC**

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

4           **SUBTENANT**

5           Southern California Association of Governments  
6           818 W. 7<sup>th</sup> St., 12<sup>th</sup> Fl.  
7           Los Angeles, CA 90017

8           As of December 18, 2017, the **SUBTENANT**'s address shall be:  
9           Southern California Association of Governments  
10          900 Wilshire Boulevard, 17<sup>th</sup> Floor  
11          Los Angeles, CA 90017

12          **15.2. Communications.** Except as provided under paragraph 15.1, any and all other  
13          communications by either PARTY to the other shall be in writing, and posted pre-paid first class,  
14          return receipt requested, through the United States Postal Services to the addresses set forth in  
15          Paragraph 15.1.

16          **15.3.** Either party may change its address for notice by providing written notice to the other  
17          party in accordance with Paragraph 15.1.

18          **15.4.** Notices shall be deemed effective on the date of delivery.

19          **16. CONFLICTS WITH MASTER LEASE.**

20          In the event of any conflict between this Sublease and any term, provision, covenant or  
21          condition the Master Lease, the terms of the Master Lease shall prevail.

22          **17. AMENDMENTS.**

23          No modification, waiver, amendment, discharge, or change of this Sublease shall be valid  
24          unless the same is in writing and signed by all Parties.

25          **18. WAIVER.**

26          No waiver of any breach or of any of the covenants or conditions of this Sublease shall be  
27          construed to be a waiver of any other breach or to be a consent to any further or succeeding breach of  
28          the same or any other covenant or condition.

**19. GOVERNING LAW.**

**19.1.** This Sublease shall be governed by the laws of the State of California.

1 19.2. This Sublease is made and entered into in Imperial County, California. To the extent  
2 permitted by law, any action brought by any Party with respect to this Sublease shall be  
3 brought in a court of competent jurisdiction within Imperial County.

4 **20. BINDING.**

5 This Sublease shall be binding upon and shall inure to the benefit of the heirs, successors, and  
6 assigns of the Parties hereto.

7 **21. ENTIRE AGREEMENT.**

8 This Sublease constitutes the sole and complete agreement between the Parties. Any and all  
9 agreements or services respecting this Sublease, or any other matters pertaining to this Sublease are  
10 null and void.

11 **22. AUTHORITY.**

12 Each individual executing this Sublease on behalf of the Parties represents and warrants that:

13 **22.1.** He/She is duly authorized to execute and deliver this Sublease on behalf of his/her  
14 respective party, as applicable;

15 **22.2.** Such execution and delivery is in accordance with the statutory authorities, rules,  
16 regulations, by-laws, and/or resolutions of each party, as applicable; and

17 **22.3.** This Sublease is binding upon the respective Parties in accordance with its terms.

18 **23. SEVERABILITY.**

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

22 **24. CAPTIONS.**

23 Captions in this Sublease are inserted for convenience of reference only, and do not define,  
24 describe, or limit the scope or the intent of this Sublease, or any of the terms thereof.

25 **25. REVIEW AND INTERPRETATION OF LEASE TERMS.**

26 This Sublease has been reviewed and revised by legal counsel for all Parties, and no  
27 presumption or rule that ambiguities shall be construed against the drafting party shall apply to the  
28 interpretation of this Sublease or any subsequent amendments.

1 **26. COUNTERPARTS.**

2 This Sublease may be executed in counterparts.

3 **27. RECORDATION.**

4 This Sublease, upon execution, shall be recorded with the Imperial County Clerk/Recorder.

5 **28. EFFECTIVE DATE.**

6 The effective date of this Sublease shall mean the date (meaning the last date indicated below)  
7 that the Parties have fully executed this Sublease.

8 ///

9 ///

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

12 **IMPERIAL COUNTY TRANSPORTATION SUBTENANT**  
13 **COMMISSION**

14  
15 By: Mark Baza  
16 MARK BAZA  
17 Executive Director

By: Basil Panas  
BASIL PANAS  
CFO

18 Date: 11/21/17

Date: 11/21/17

19 **ATTEST:**

20  
21 By: Cristi Lerma  
22 CRISTI LERMA  
23 Secretary to the Commission

24 **APPROVED AS TO FORM:**  
25 KATHERINE TURNER  
26 County Counsel

27 By: Eric Havens  
28 Eric Havens  
Deputy County Counsel

1 **FIRST AMENDMENT TO SUBLEASE AGREEMENT**

2 **Southern California Association of Governments**

3 This FIRST AMENDMENT TO SUBLEASE AGREEMENT (“First Amendment”), made and  
4 entered into effective this 13<sup>th</sup> day of December \_\_\_\_\_, 2017, by and between the IMPERIAL  
5 COUNTY TRANSPORTATION COMMISSION (“ICTC”), and SOUTHERN CALIFORNIA  
6 ASSOCIATION OF GOVERNMENTS (“SUBTENANT”) (individually, “Party,” collectively,  
7 “Parties”), shall be as follows:

8 **WITNESSETH**

9 **WHEREAS**, ICTC and SUBTENANT entered into that certain Sublease Agreement dated  
10 November 21, 2017 and ratified on November 29, 2017, hereinafter the “Sublease”, attached hereto as  
11 **Exhibit “1”**; and

12 **WHEREAS**, as set forth in section 4.1 of the Sublease, the Sublease has a one (1) year term  
13 concurrent with that of the Master Lease, but may be extended for two (2) one (1) year option periods by  
14 mutual written agreement of the Parties; and

15 **WHEREAS**, section 17 of the Sublease provides that the Sublease may be amended and  
16 modified upon the mutual written consent of both parties; and

17 **WHEREAS**, ICTC and SUBTENANT desire to extend the Sublease for an additional two (2)  
18 years; and

19 **WHEREAS**, the Parties agree to enter into this First Amendment to Sublease Agreement.

20 **NOW THEREFORE**, and in consideration of the promises and payments herein set forth, the  
21 parties have and hereby agree as follows:

- 22 1. Section 2.2 of the Sublease is deleted and replaced with the following:  
23 “The Premises includes approximately a total of 458.30 square feet of office space occupancy.”
- 24 2. Section 4.1 of the Sublease is deleted and replaced with the following:  
25 “The term of this Sublease shall be for a period of three (3) years concurrent with  
26 that of the Master Lease, but may be extended for two (2) one (1) year option  
27 periods by mutual written agreement of the Parties”
- 28 3. Section 6.1.1 of the Sublease is deleted and replaced with the following:

1 "Except as otherwise provided in Paragraph 6.2, SUBTENANT shall pay ICTC a  
2 monthly rental for the lease of the Premises, in an amount not to exceed \$756.19 per month.

3 4. Section 6.2 shall be deleted in its entirety.

4 5. All other terms and conditions of the Sublease are and will remain in full force and effect.

5 **IN WITNESS WHEREOF**, the Parties hereto have caused this First Amendment to be executed  
6 the day and year first above written.

7 **IMPERIAL COUNTY TRANSPORTATION SUBTENANT**  
8 **COMMISSION**

9  
10 By:   
11 MARK BAZA  
12 Executive Director

By:   
BASIL PANAS  
CFO

13 Date: 12/13/17

Date: 12/21/17

14 **ATTEST:**

15  
16 By:   
17 CRISTI LERMA  
18 Secretary to the Commission

19 **APPROVED AS TO FORM:**  
20 KATHERINE TURNER  
21 County Counsel

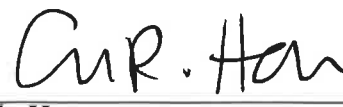
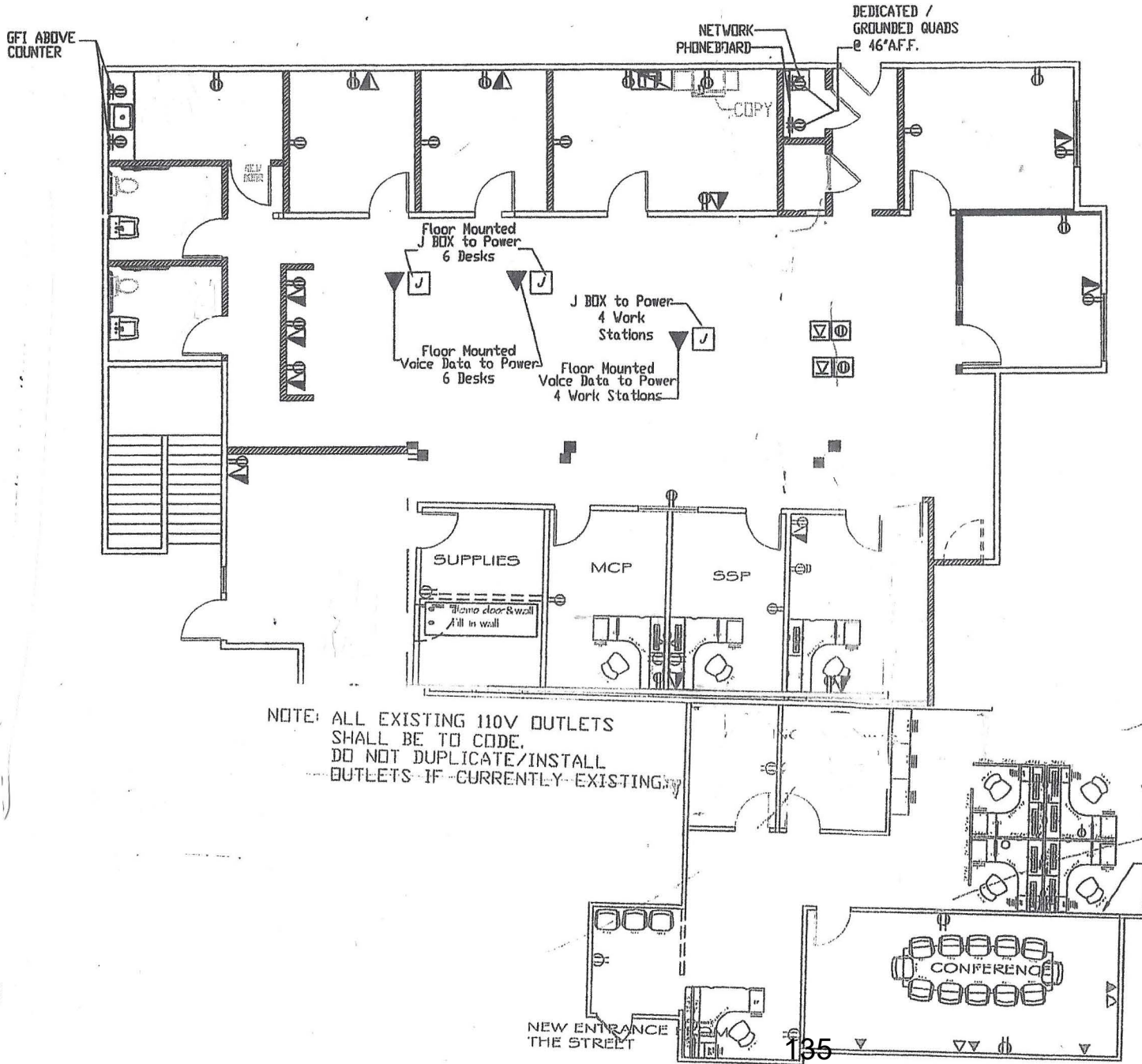
22 By:   
23 Eric Havens  
24 Deputy County Counsel

EXHIBIT A



WITH LOCAL BUILDING CODES OR OTHER MUNICIPAL, STATE, AND FEDERAL STATUTES, CODES OR REGULATIONS. ALL DIMENSIONS MUST BE FIELD VERIFIED AND CONSTRUCTION DRAWINGS, STAMPED BY A LICENSED ARCHITECT IN THE LOCAL JURISDICTION, MUST BE OBTAINED PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION. THIS DRAWING (AND/OR OTHER WORK PRODUCTS) IS PREPARED FOR LIMITED INFORMATIONAL PURPOSES ONLY AND IS NOT TO BE USED AS A CONSTRUCTION DRAWING, OR ANY OTHER USES NOT CONSISTENT OR ANY OTHER USES NOT CONSISTENT HEREWITH.

- DUPLEX
- 20A DED LINE
- EXISTING
- TELE/DATA - BOX W/ PULL STRING (CABLING BY OTHERS)
- JUNCTION BOX
- FLOOR DUPLEX RECEPTACLE OUTLET
- FLOOR TELE/DATA RECEPTACLE

REVISIONS

|   |  |
|---|--|
| 1 |  |
| 2 |  |
| 3 |  |
| 4 |  |

1503 N. Imperial Ave  
El Centro, CA 92243

NOTE: ALL EXISTING 110V OUTLETS SHALL BE TO CODE. DO NOT DUPLICATE/INSTALL OUTLETS IF CURRENTLY EXISTING.

NEW ENTRANCE THE STREET

**SCAG  
EL CENTRO SUB-LEASE**

| <b>SCAG</b>             |                    |                         |                  |                     |
|-------------------------|--------------------|-------------------------|------------------|---------------------|
| <b>PERIOD</b>           | <b>Square Feet</b> | <b>Rent per Sq. Ft.</b> | <b>Base Rent</b> | <b>Monthly Rent</b> |
| Period #1:              |                    |                         |                  |                     |
| 11/10/2017 - 10/31/2018 | 458.30             | \$ 1.65                 | \$ 756.19        | \$ 756.19           |
| Renewal Option #2:      |                    |                         |                  |                     |
| 11/1/2018 - 10/31/2019  | 458.30             | \$ 1.65                 | \$ 756.19        | \$ 756.19           |
| 11/1/2019 - 10/31/2020  | 458.30             | \$ 1.65                 | \$ 756.19        | \$ 756.19           |

per allocation spreadsheet