



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

**WEDNESDAY, OCTOBER 28, 2020
6:00 PM
REMOTE PARTICIPATION ONLY**

CHAIR: GEORGE NAVA

VICE CHAIR: CHERYL VIEGAS-WALKER

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.

To participate on your computer via Zoom Meeting:

<https://zoom.us/j/98352888504?pwd=ZE1aZWhtTGlrZXpTOHZoWFJhb0l2QT09>

To participate by phone: 1 (669) 900-9128

Meeting ID: 983 5288 8504#

Passcode: 860805#

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. Agenda and minutes are also available at: <http://www.imperialctc.org/meetings-&-agendas/commission/>. If any member of the public wishes to address the Commission, please submit written comments by 5 p.m. on Tuesday, October 27, 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. CONSENT CALENDAR

(Executive Director recommends approval of consent calendar items)

- | | | | |
|----|--|--------------------|------------|
| A. | Approval of the ICTC Commission Draft Minutes: | September 23, 2020 | Pages 4-14 |
| B. | Receive and File: | | |
| | 1. ICTC Management Committee Minutes: | September 9, 2020 | |
| | 2. ICTC Draft TAC Minutes | September 24, 2020 | |
| | 3. ICTC Draft SSTAC Minutes: | October 7, 2020 | |

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

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

- A. ICTC Executive Director
 - Executive Director Report Page 16
 - IVRMA Program Report Page 29
- B. Southern California Association of Governments
 - See attached report on page 43
- C. California Department of Transportation – District 11
 - See attached report on page 50
- D. Commission Member Reports (if any)

VI. ACTION CALENDAR

- A. Calexico Intermodal Transportation Center (ITC) Architectural and Engineering Services – Change Order – Contract Amendment Page 62

The ICTC Management Committee met on October 14, 2020 and forwards 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 73

The ICTC Management Committee met on October 14, 2020 and forwards 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

- C. First Extension of the ICTC Lease and Sublease Agreements – 1503 N. Imperial Ave., Suite 104, El Centro, CA 92243 Page 101

The ICTC Management Committee met on October 14, 2020 and forwards this item to the Commission for their 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.

VII. MEETING DATE AND PLACE

- A. The next meeting of the **Imperial County Transportation Commission** will be held on **Wednesday, November 18, 2020 at 6:00 p.m.**, at the **ICTC Offices**, 1503 N. Imperial Ave., Suite 104, El Centro, CA 92243 and remotely via Zoom Meeting.

VIII. ADJOURNMENT

- A. Motion to adjourn

IV. CONSENT CALENDAR

- A. APPROVAL OF THE ICTC COMMISSION DRAFT MINUTES:
SEPTEMBER 23, 2020
- B. RECEIVE AND FILE:
 - 1. ICTC MANAGEMENT COMMITTEE MINUTES:
SEPTEMBER 9, 2020
 - 2. ICTC DRAFT TAC MINUTES:
SEPTEMBER 24, 2020
 - 3. ICTC DRAFT SSTAC MINUTES:
OCTOBER 7, 2020

IMPERIAL COUNTY TRANSPORTATION COMMISSION
DRAFT MINUTES FOR SEPTEMBER 23, 2020
6:00 p.m.

VOTING MEMBERS PRESENT:

City of Brawley	George Nava – Chairman via zoom
City of Calipatria	Maria Nava-Froelich via zoom
City of Calexico	Bill Hodge
City of El Centro	Cheryl Viegas-Walker
City of Imperial	Robert Amparano via zoom
City of Westmorland	Larry Ritchie via zoom
County of Imperial	Luis Plancarte via zoom
County of Imperial	Ryan Kelley via zoom

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

STAFF PRESENT: Mark Baza, David Aguirre, Cristi Lerma, Virginia Mendoza, Daveline Villaseñor, Layla Sarwari via zoom (Counsel)

OTHERS PRESENT: All via zoom – David Salgado: SCAG; Ann Fox, Jose Ornelas: Caltrans; Cesar Sanchez: First Transit; Tyler Salcido: City of Brawley.

The following action minutes are listed as they were acted upon by the Imperial County Transportation Commission and as listed on the agenda for the meeting held Wednesday, September 23, 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 6:12 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: July 22, 2020
- B. Receive and File:
 - 1. ICTC Management Committee Draft Minutes: July 8, 2020
 - 2. ICTC SSTAC Minutes: October 7, 2020
 - 3. ICTC TAC Minutes: July 23, 2020
 - 4. ICTC Draft TAC Minutes: August 27, 2020
- C. 2021 Active Transportation Program Regional Guidelines
 - 1. Approved the following methodology for assigning points of the 2021 Active Transportation Program Regional Guidelines:

- a. 20 points for projects that have been identified in an adopted local and/or regional plan; and
- b. Zero points for projects that have not been identified in an adopted local and/or regional plan.

D. State of Good Repair Grant Program, FY 2020-21

- 1. Approved the attached resolution authorizing the Executive Director or his designee to take any actions necessary on behalf of the ICTC for the purposes of obtaining FY 2020-21 financial assistance, provided by the State of California Department of Transportation under the State of Good Repair Grant Program.

A motion was made by [Hodge](#) and seconded by [Plancarte](#) 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	Absent
City of Imperial	Yes
County of Imperial Plancarte	Yes
County of Imperial Kelley	Absent
City of Westmorland	Yes
Imperial Irrigation District	Absent

Motion Passed.

V. REPORTS

A. ICTC Executive Director

Mr. Baza had updates on the following items:

- 2020 Mobility 21 Virtual Summit
- Calexico East Port of Entry Bridge Widening Project

Mr. Aguirre had updates on the following items:

- IVT Free Fares Program
- Potential bus stops in Calipatria

Ms. Mendoza had updates on the following items:

- Imperial Mexicali Binational Alliance
- SR-78/Glamis Multiuse Grade Separated Crossing Feasibility Study
- A full list of updates and announcements can be found on page 30 of the agenda.

B. Southern California Association of Governments (SCAG)

Mr. Salgado had updates on the following items:

- The SCAG Economic Summit will be held virtually on December 1, 2020.
- 2020 SCAG SCP Grants are due on November 13, 2020.
- Connect SOCAL was formerly adopted by the SCAG Regional Council on September 3, 2020.
- Go Human campaign relaunched in August.
- The 2020 LEAP grant program has extended its deadline to January 31, 2021.
- The report is on page 39 of the agenda.

C. California Department of Transportation (Caltrans)

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

- An update was provided regarding the I-8/Imperial Ave. Interchange project. The project is going well and ahead of schedule.
 - A full list of updates and announcements can be found on page 49 of the agenda.
- D. Commission Member Reports
- Ms. Viegas-Walker reminded all regarding the League of California Cities meeting tomorrow (September 24th).
 - Ms. Viegas-Walker congratulated Mr. Aguirre for participating in the CalCOG Karl Program.
 - Mr. Ritchie brought awareness to the Census 2020. He stated that he participated in a parade.
 - Mr. Nava thanked ICTC for their assistance and participation in the Mobility 21 endeavor.
 - Mr. Nava also thanked Mr. Aguirre for the ride-along on the Gold Line in Brawley.

VI. ACTION CALENDER

- A. Coordinated Public Transit – Human Services Transportation Plan Update – Award Recommendation

The ICTC Management Committee met on September 9, 2020 and forwarded this item to the Commission for their review and approval after public comment, if any:

1. Approved the award of the Agreement for the Coordinated Public Transit – Human Services Transportation Plan Update to *Moore and Associates* in the amount of \$74,293.46.
2. Authorized the Chairperson to sign the agreement.

A motion was made to approve the agreement as stated above by [Walker](#) and seconded by [Amparano](#), 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	Absent
City of Imperial	Yes
County of Imperial <small>Plancarte</small>	Yes
County of Imperial <small>Kelley</small>	Yes
City of Westmorland	Yes
Imperial Irrigation District	Absent

Motion Passed.

- B. Agreement for Professional Maintenance Audit Reporting Services of the ICTC Transit Operations – Calendar Years 2020-2022

The ICTC Management Committee met on September 9, 2020 and forwarded this item to the Commission for their review and approval after public comment, if any:

1. Authorized the Chairman to sign the agreement for the IVT Transit Maintenance Audit effective October 1, 2020, for the audit period of calendar years 2020, 2021 and 2022, with the firm of **TRC Engineering Services, LLC**:

- A. For the fiscal reporting period of July 1, 2020 through June 30, 2021, the annual not to exceed fee is set at \$16,796
- B. For the fiscal reporting period of July 1, 2021 through June 30, 2022, the annual not to exceed fee is set at \$16,796
- C. For the fiscal reporting period of July 1, 2022 through June 30, 2023, the annual not to exceed fee is set at \$16,796
- D. For the post-delivery inspection service fee of \$860 per event.

A motion was made to approve the agreement as stated above by [Nava-Froelich](#) and seconded by [Viegas-Walker](#), 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	Absent
City of Imperial	Yes
County of Imperial <small>Plancarte</small>	Absent
County of Imperial <small>Kelley</small>	Yes
City of Westmorland	Yes
Imperial Irrigation District	Absent

Motion Passed.

- C. On Call Engineering, Architecture and Professional Support Services – Task Order Issuance – Civil Pros – Calexico Intermodal Transportation Center (ITC) – Engineering Support Services

The ICTC Management Committee met on September 9, 2020 and forwarded this item to the Commission for their review and approval after public comment, if any:

- 1. Approved the Task Order Award for engineering support services for the Calexico ITC to Civil Pros in the amount of \$103,727.00.
- 2. Authorized the Chairperson to sign the Task Order.

A motion was made to approve the agreement as stated above by [Viegas-Walker](#) and seconded by [Nava-Froelich](#), 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	Absent
City of Imperial	Yes
County of Imperial <small>Plancarte</small>	Absent
County of Imperial <small>Kelley</small>	Yes
City of Westmorland	Yes
Imperial Irrigation District	Absent

Motion Passed.

- D. Memorandum of Understanding (MOU) between Imperial County Transportation Commission (ICTC) and the U.S. Border Patrol Air & Marine, Program Management Office (BPAM PMO) for the Border Patrol Checkpoint Project at SR-86

The ICTC Management Committee met on September 9, 2020 and forwarded this item to the Commission for their review and approval after public comment, if any:

- 1. Authorized the Chairman to sign the Final Memorandum of Understanding (MOU) for the State Route 86 (Northbound) Border Patrol Checkpoint Project between ICTC and the U.S. Border Patrol Air & Marine, Program Management Office

A motion was made to approve the agreement as stated above by [Kelley](#) and seconded by [Nava](#), 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	Absent
City of Imperial	Yes
County of Imperial <small>Plancarte</small>	Absent
County of Imperial <small>Kelley</small>	Yes
City of Westmorland	Yes
Imperial Irrigation District	Absent

Motion Passed.

- E. Donation Acceptance Agreement between U. S. General Services Administration (GSA) and Imperial County Transportation Commission (ICTC) for the Calexico East Port of Entry Bridge Widening Project

The ICTC Management Committee met on September 9, 2020 and forwarded this item to the Commission for their review and approval after public comment, if any:

- 1. Authorized the Chairman to sign the Donation Acceptance Agreement between U. S. General Services Administration (GSA) and Imperial County Transportation Commission (ICTC) for the Calexico East Port of Entry Bridge Widening Project

A motion was made to approve the agreement as stated above by [Hodge](#) and seconded by [Viegas-Walker](#), 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	Absent
City of Imperial	Yes
County of Imperial <small>Plancarte</small>	Absent
County of Imperial <small>Kelley</small>	Yes
City of Westmorland	Yes
Imperial Irrigation District	Absent

Motion passed.

VII. NEXT MEETING DATE AND PLACE

- A. The next meeting of the **Imperial County Transportation Commission** will be held on **October 28, 2020 at 6:00 p.m.**, at the **ICTC Offices**, 1503 N. Imperial Ave., Suite 104, El Centro, CA 92243 and via Zoom Meeting.

VIII. ADJOURNMENT

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



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TECHNICAL ADVISORY COMMITTEE
DRAFT MINUTES

September 24, 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
Miguel Figueroa	City of Calexico
Joel Hamby	City of Westmorland
Ismael Gomez	IID

Others:

Virginia Mendoza	ICTC
Marlene Flores	ICTC
David Salgado	SCAG
Tyler Salcido	City of Brawley
Gordon Gaste	City of Brawley
Javier Luna	City of El Centro
Christian Rodriguez	City of El Centro
Angel Hernandez	City of El Centro
Othon Mora	City of Imperial
Robert Urena	County of Imperial
Rachel Fonseca	City of Westmorland
Ben Guerrero	Caltrans
Kevin Hovey	Caltrans
Nicky Falvey	Caltrans
George Galvan	Holt Group
Victor Garcia	Holt Group
Bobby Pulido	

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 10:07 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 August 27, 2020 (**Hamby/Falomir**) **Motion Carried.**
3. **ICTC Updates / Announcements**
(Presented by ICTC Staff)
 - a. **Transit Planning Updates-** Virginia Mendoza provided a brief update on transit. Based on the current events surrounding the COVID-19 Pandemic, ICTC is still operating under COVID-19 requirements.
 - b. **Transportation Planning Updates (by Virginia Mendoza and Marlene Flores):**
 - **FY 2020/2021 State and Federal Obligation- Project List**
 - Beginning October 1, 2020 agencies are allowed to move forward with request for authorization (RFA) for CMAQ, STBG and ATP programmed in FY20/2021. A project list was part of the agenda. Agencies provided status of their projects. The project list will be updated monthly and will be emailed with current project status.
4. **SCAG Updates / Announcements (by David Salgado)**
 - **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.
 - **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.
 - **GO HUMAN CAMPAIGN RE-LAUNCHES In August!!** The advertising campaign is just one of many strategies to support safety across the region, which also include a Safe Driver Twitter chat that was held on August 27.
 - **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.
 - **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.
5. **Cities and County Planning / Public Works Updates:**
 - Local agencies gave an update on their local projects in progress.

6. Caltrans Updates / Announcements (By: Ben Guerrero)

Local Assistance: Ben Guerrero provided updates on local assistance.

Inactive Projects- As of September 10, 2020, the INACTIVE and FUTURE Inactive list was updated. November 20, 2020 is the deadline to submit Inactive invoices. District 11 must receive accurate and complete invoices to prevent de-obligation of federal funds! Verify on the “Inactive” link shown below for Inactive Project dates.

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 application deadline is October 19, 2020.

Quality Assurance Program (QAP) – Documentation Expired in 2020- A new list came out and local agencies that need to submit their QAP before the deadline.

Temporary Exception for Requiring “Wet” signature on Invoices- The current process of requiring wet signatures on invoice documents in order to process for payment is temporarily exempted. Until further notice, scanned copies of invoices will be accepted.

For questions, please contact either the Local Area Engineer, Mr. Guerrero, or Local Assistance Program Support Analyst, Alma Sanchez, via email at Alma.Sanchez@dot.ca.gov

Federal Fiscal Year (FFY) 19/20 Requests for Authorization CLOSED! FFY 20/21 Obligations Due! Funding Requests for Authorization (RFA) during this federal fiscal year were due by January 31, 2020. Please continue to transmit all RFA submittals, so that funding approval may continue in mid-October. Note the Obligation Authority (OA) funds for redistribution are dwindling faster than in prior years. Also, make sure that funds are programmed appropriately.

7. General Discussion / New Business

- A brief update for next TAC meeting. ICTC will have a presentation from SCAG on the Regional Climate Adaptation Framework.

- Ms. Mendoza provided a brief update on the first IVRMA TAC meeting that was held earlier in the morning. The meeting went well and it will be held on a monthly basis. Any questions in regards to IVRMA please email Mrs. Villasenor.

- Next TAC meeting will be on October 22, 2020 via Zoom.

8. Meeting adjourned at 11:34 p.m.



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SOCIAL SERVICES TRANSPORTATION ADVISORY COUNCIL

DRAFT MINUTES

October 7, 2020

Present

Voting Attendees:

Ted Ceasar	Consumer
Mike Hack	Consumer
Dr. Kathleen Lang	California Health & Wellness (CH&W)
Mitzi Perez	ARC-IV
Raul Cordova	Work Training Center (WTC)
David Aguirre	CTSA-ICTC
Maricela Galarza	CTSA-ICTC
Gustavo Gomez	CTSA-ICTC
Victor Torres	Imperial Valley College (IVC)
James Dalske	Imperial Valley College (IVC)

Non-Voting Attendees:

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

1. Dr. Lang called the meeting to order at 10:00 a.m. **A quorum was present.** Introductions were made.
 - Zoom attendance.
2. Minutes adopted for September 2, 2020. (Ceasar, Hack), **Motion Carried.**
3. CTSA Reports:

Mr. Aguirre had the following updates:
 - Free fares program is boosting ridership for services.
 - ICTC is working on a few projects, fare analysis, coordinated plan etc.
 - ICTC offices is open remotely for business as usual eventough not open to the public. Although if potential passengers come to the office ask about the services or applications staff takes care there needs at the moment to save them a trip.

- Maintenance yard open to the public.

Ms. Galarza had the following updates:

- IVT Access ADA process continues to be conducted remotely. Although some of the passengers that were assigned temporary ID numbers at the beginning of COVID 19 pandemic are about ready to be expired as they were only given temporary service for 6 months. New extension letters will be sent to extend the temporary service since the ADA process still can't be completed.
- IVT Ride is also registration continues to be conducted remotely. The intakes that were received remotely are being placed in a stack so staff can back track at a later time to finish the process. This includes taking a photo and providing passengers with an ID card.

4. Transit 101 Presentation

- ICTC staff presented on Transit 101, all services.
 - Mr. Aguirre clarified that fleet capacity is based on a normal situation. COVID 19 pandemic has reduced at least half of what the normal capacity is.
 - Ms. Galarza encouraged SSTAC members to participate on providing information on their agencies as it is vital to know when referring clients to other resources.
 - Mr. Aguirre added that updates on agencies is essential to help the public on any adjustments made to certain services.
 - Dr. Lang asked if slide 34, upcoming meeting example questions for agencies, can be forwarded to all SSTAC members via email.

5. General Discussion

- Mr. Hack asked if he can be provided with a hard copy of the agenda for the upcoming meetings.
 - Mr. Aguirre stated that staff will provide him with a hard copy whether its hand delivered, mailed out or any other way that it may be convenient for Mr. Hack.
- Mr. Torres introduced Mr. Dalske who will be attending SSTAC representing IVC moving forward. Mr. Torres will no longer be attending SSTAC as he took a new role at IVC.
 - SSTAC members thanked Mr. Torres for his contribution to SSTAC over the couple of years.

6. Adjournment

- The meeting adjourned at 11:25 a.m. ([Torres](#), [Hack](#)), **Motion Carried.**
- The next meeting will be held on Wednesday, November 4, 2020, at the Imperial County Transportation Commission Office, 1503 N. Imperial Ave., Suite 104, El Centro, CA 92243.

V. REPORTS

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



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Memorandum

Date: October 21, 2020
To: ICTC Commission Members
From: Mark Baza, Executive Director
Re: Executive Director's Report

The following is a summary of the Executive Director's Report for the ICTC Commission Meeting on October 28, 2020

- 1) **IVRMA Program Report:** An IVRMA Program Report is attached to the agenda after the Executive Director report.
- 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 25th. 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 1st through January 31st, 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. 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 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 23rd 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, nose (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 ICTC website here .
Westmorland	North H Street Improvements
Westmorland	Street Rehabilitation Program – Phase 2
Caltrans/ICTC	Calexico East Port of Entry Truck Crossing Improvements
Caltrans	State Route 111 from State Route 98 to Ross Avenue near Calexico
Caltrans	State Route 98 from Rockwood Avenue to east of Cole Road near Calexico
Caltrans	Bridges on Interstate 8 and State Route 86, 98, 11 and 186
Caltrans	State Route 86 from I Street to Brandt Road near Brawley
Caltrans	State Route 86 south of B Street to Martin Road near Westmorland

Below are the projected annual revenues for FY 2019/2020. 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 FY 2019-2020
Brawley	\$453,796
Calexico	\$681,911
Calipatria	\$127,530
El Centro	\$766,589
Holtville	\$107,602
Imperial	\$320,638
Westmorland	\$38,483
County of Imperial	\$7,501,204
TOTAL	\$9,997,753*

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

- 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

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 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 14, 2020: AB 617 Steering Committee Meeting: El Centro-Heber-Calexico Corridor Zoom Meeting
- October 21-22, 2020: California Transportation Commission Virtual Meeting
- October 22, 2020: ICTC TAC Zoom Meeting
- October 22, 2020: Calexico East Port of Entry Bridge Widening Project Proposers One-on-one Virtual meetings #2

October 8, 2020

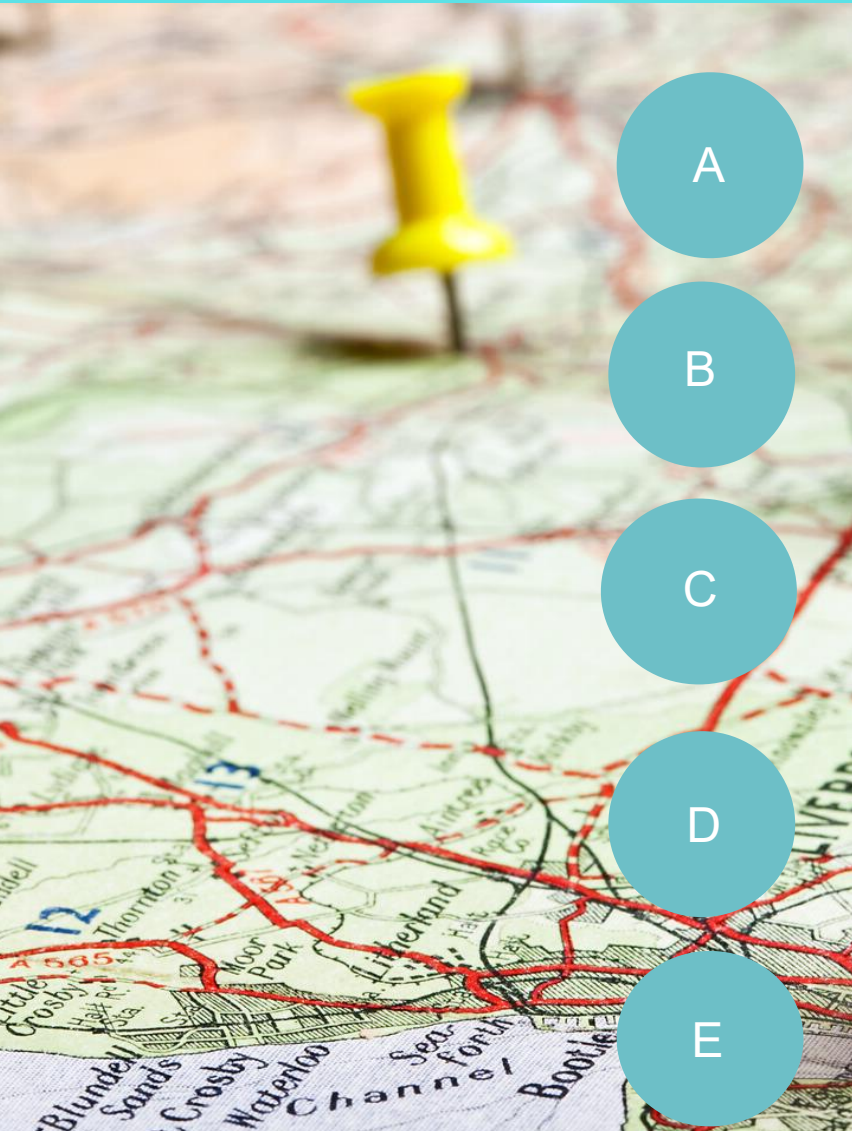
Strategic Planning Overview

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

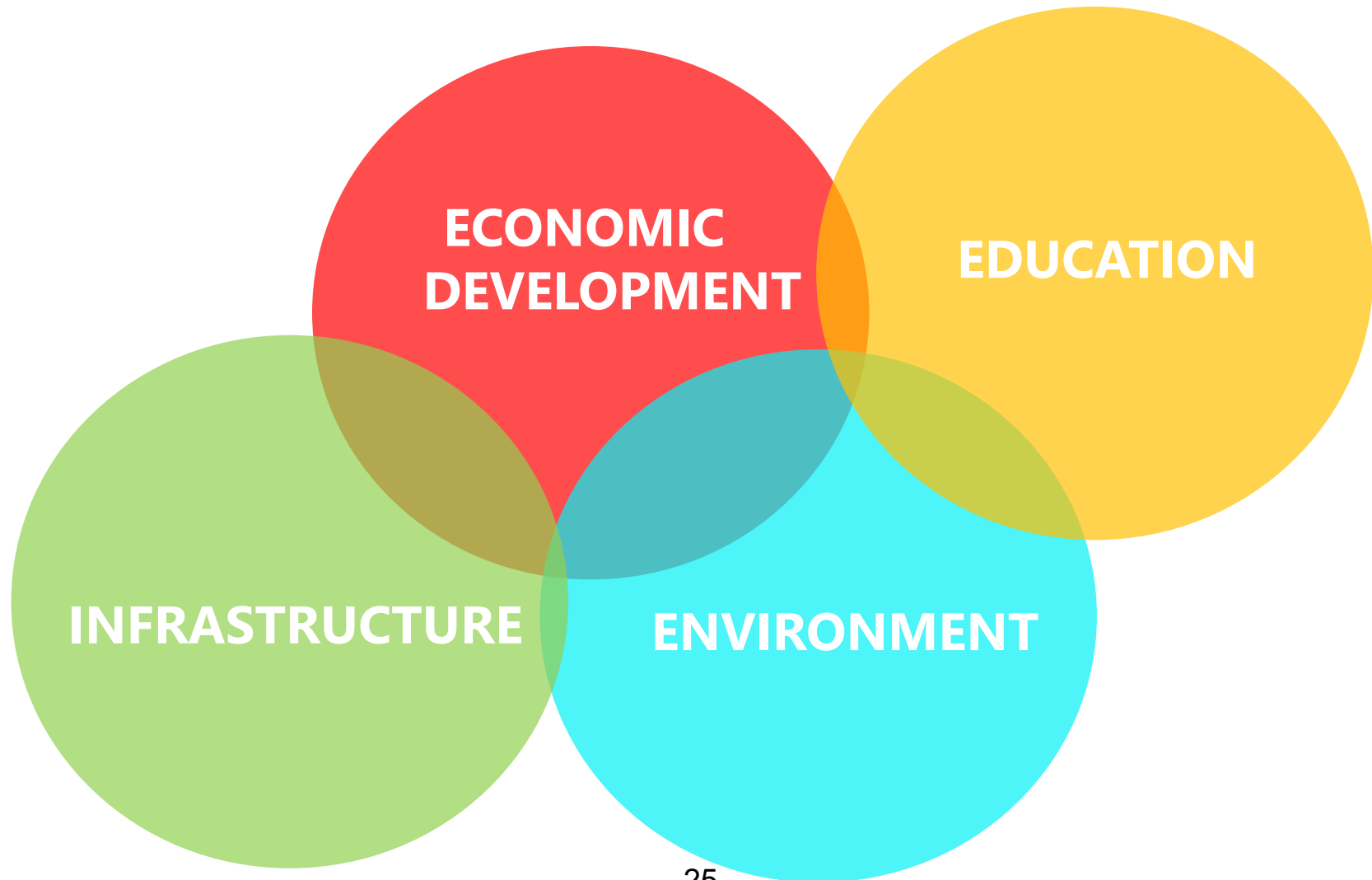
Final Agenda will be circulated no later than 72 hours prior to a scheduled meeting.

E

Email notices will be sent from ICTC staff.

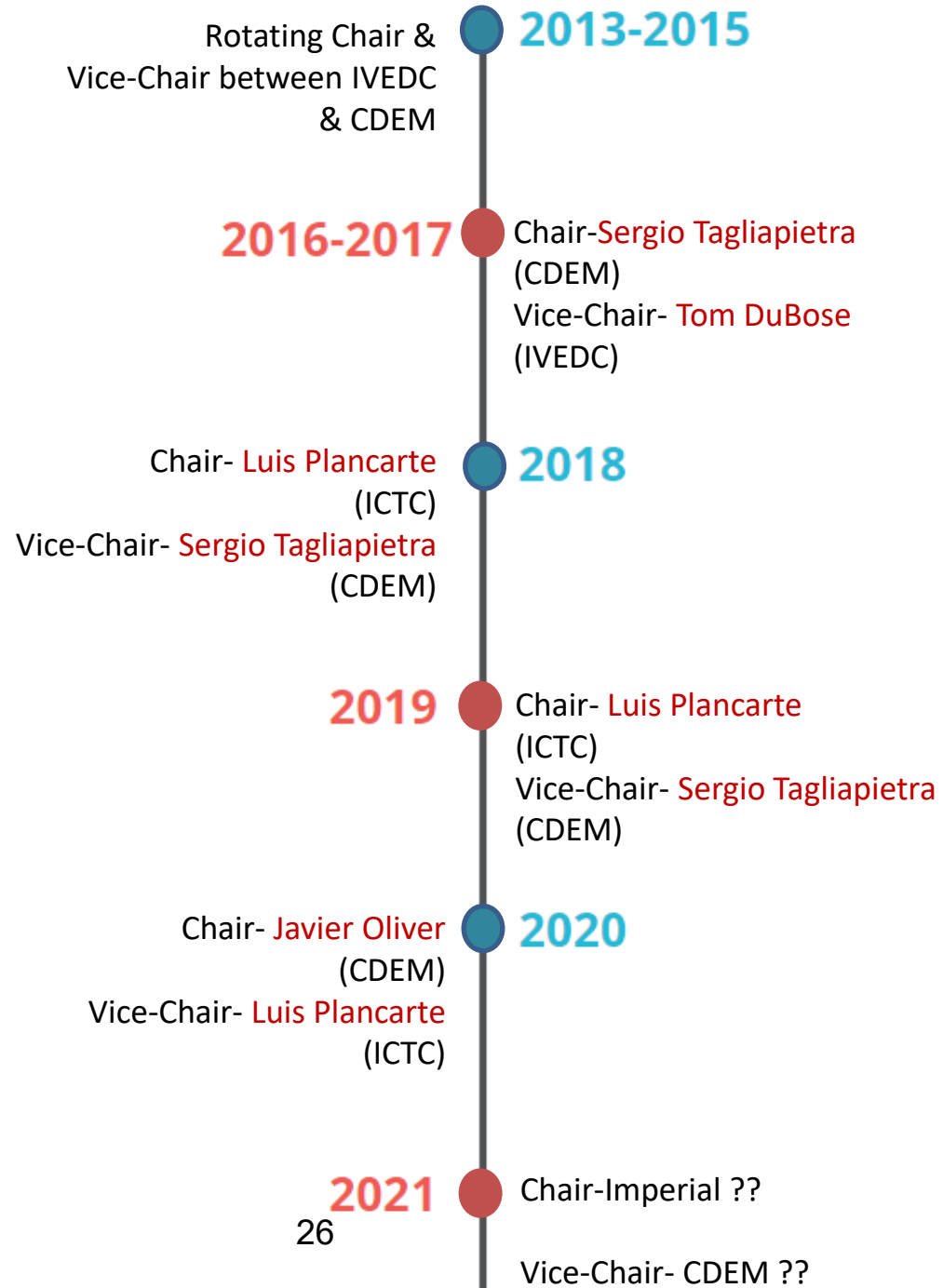
IMBA STRUCTURE

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

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

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 4th 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

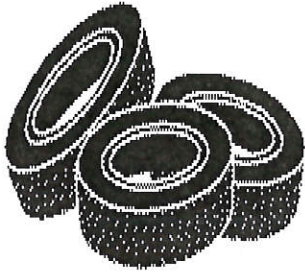
All jurisdictions will receive a list provided by the Franchised Hauler through IVRMA of the properties that are not in compliance with AB341 MCR and/or AB1826 MORe. Jurisdictions where provided with a proposed text sample letter for both MCR and MORe to send out letters to these properties on city letterhead.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

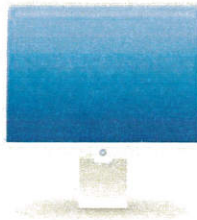
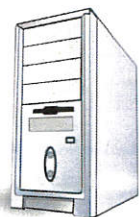
(Rims Accepted)

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




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

AB1826 Businesses	Brawley	Calexico	Imperial	Imperial County
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

AB341 Businesses	Brawley	Calexico	Imperial	Imperial County
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-Famly

AB341 Multif-Family	Brawley	Calexico	Imperial	Imperial County
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 Assesing

AB1826 Green Waste Count	Brawley	Calexico	Imperial	Imperial County
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

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

AB1826 Businesses	Calipatria	El Centro	Heber	Holtville	Westmorland	Imperial County
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

AB341 Businesses	Calipatria	El Centro	Heber	Holtville	Westmorland	Imperial County
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

AB341 Mult-Family	Calipatria	El Centro	Heber	Holtville	Westmorland	Imperial County
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

AB1826 Green Waste Count	Calipatria	El Centro	Heber	Holtville	Westmorland	Imperial County
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, 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
(805) 449-SAVE



Submit online or scan and e-mail to: 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.

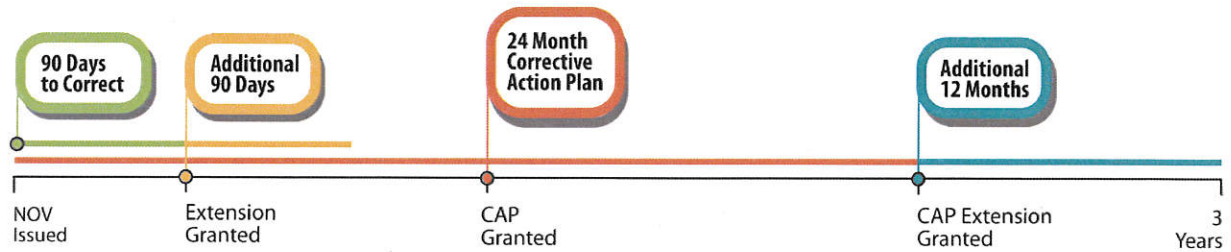
- CalRecycle has discretion to address compliance issues with a jurisdiction through compliance evaluations prior to moving to enforcement proceedings.
- CalRecycle will consider the totality of circumstances surrounding a jurisdiction's compliance prior to issuing NOVs.
- CalRecycle has discretion to 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.



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

Memorandum

Date: October 28th, 2020
To: ICTC Committee Meeting
From: David Salgado, Regional Affairs Officer (RAO)
Re: **Southern California Association of Government's (SCAG) Report**

The following is a summary of the SCAG Executive Director's Report and/or Federal and State Legislature Staff Report for the Imperial County Transportation Commission'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.

- 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.

- 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.



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

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.

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_{2.5}) state implementation plan (SIP) for the South Coast region to address the federal 2012 annual PM_{2.5} 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_{2.5} 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_{2.5} 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 23, 2020
To: ICTC Commissioner's
From: Gustavo Dallarda, Caltrans District 11, District Director
Re: **District Director's Report**

The following is the California Department of Transportation, District II report for the Imperial County Transportation Commission (ICTC) Commissioner's meeting of October 28, 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. The abutments are being left to settle for the required time, until December 8, 2020.

Construction (continued):

During the past weeks the contractor implemented 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. *Bridge work (pile-driving) will start by mid-November.*

Stage 2 detours are scheduled to start by early December (currently scheduled for 12/3/20) when westbound ramps will be closed; which will fully close access to/from Imperial Ave.

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 requested an ICTC contribution of \$200,000; *this was approved by the ICTC LTA board in September. The remaining \$1.5 million shortfall will be covered by other State funds, which was approved by the CTC in October.*

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.

A virtual public outreach event was held on October 21, 2020 via Zoom. There were over 60 attendees participating in the project update, with an opportunity provided for “chat” questions/answers. A second virtual event was held on Saturday, October 24, 2020. For additional information please go to the following weblink:

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

Planning (continued):

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.

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.

Additional virtual public outreach will occur in early December.

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.

Planning (continued):

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 most recent meeting was held on October 20, 2020. This provided for grouping of innovative border improvement strategies including the movement of people, such as Smart Pathways and Pedestrian Enhancements Opportunities; goods movement – including Unified Cargo Processing, Non-Intrusive Inspections and Appointment systems with staging areas; as well as collaboration and coordination in a Binational Regional Border Network Management System.

Next Steps – All participating agencies will submit their proposed POE and border transportation projects through the BMP Data Portal by November 6, 2020. Meetings will be held in December, January and February as this project moves to completion.

5. Maintenance:

Maintenance Crews in Imperial County continue to be busy with various tasks and duties that keep our freeways safe for all travelers. Recently, the El Centro Travelway Crew installed a new crash cushion at the westbound I-8/Dogwood Road off ramp.



Maintenance (continued):

The Brawley Travelway Crew cleared/disposed of overgrown brush on SR-111 north of Brawley.



6. Local Assistance

November 2, 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 November 2, 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>

November 2020 – New Federal Lands Access Program (FLAP) Call for Projects (due in April 2021)

An announcement calling for new Federal Lands Access Program (FLAP) projects is anticipated in November 2020. The “FLAPplication” deadline is expected to be in April 2021. The outreach plan will schedule webinars that assist tribal and local agencies, as well as Caltrans, with this process.

The FLAP program provides funds to projects that improve access to, are adjacent to, or are located within Federal Lands on facilities maintained or owned by a state, county, local agency or tribal government. Projects near high-use federal recreation sites or federal economic generators will receive priority. The FLAP often supplements State, local and tribal resources for public roads, trails, transit systems and other transportation facilities.

Local Assistance (continued):

For a FLAP brochure, please see the following link:

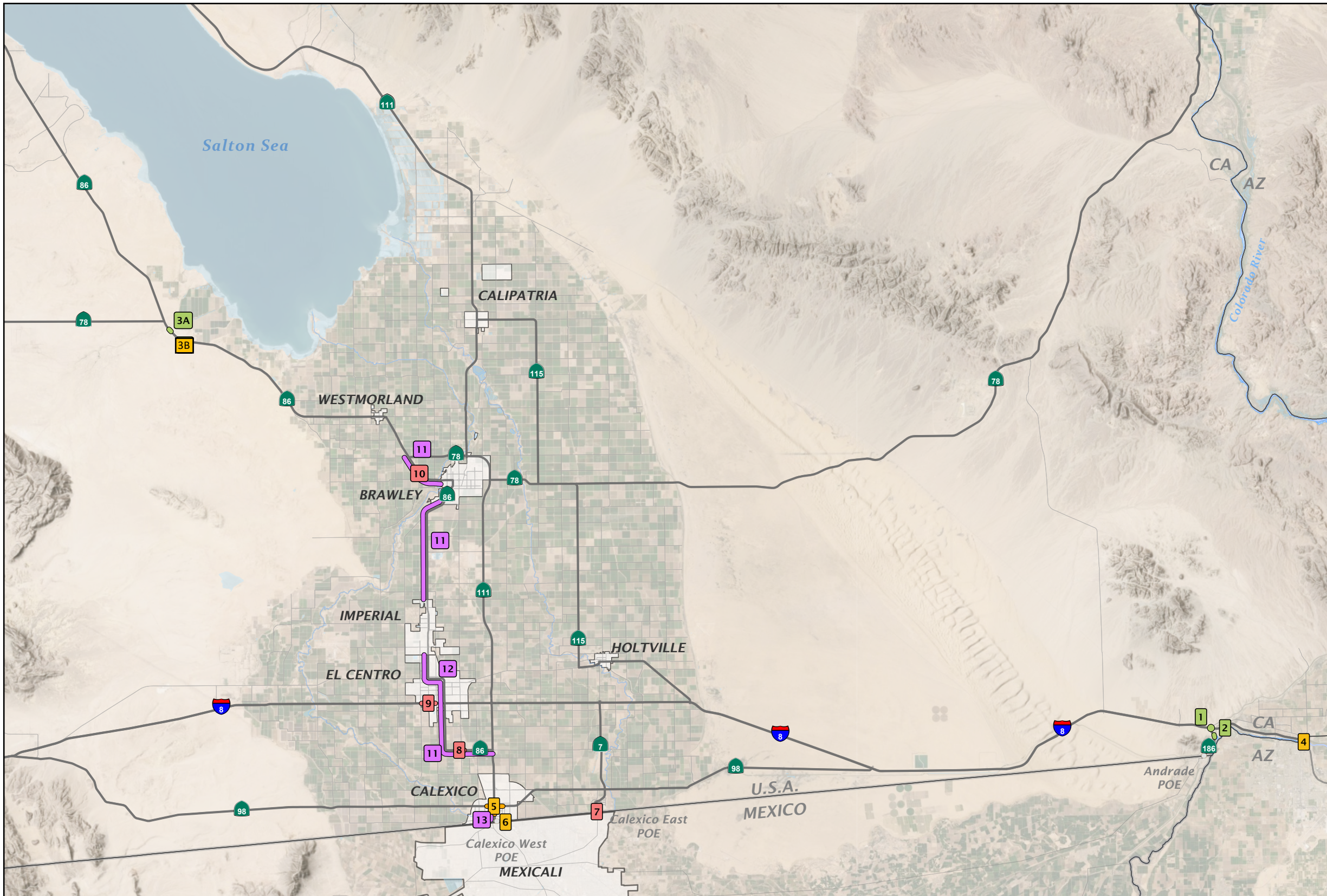
<https://dot.ca.gov/-/media/dot-media/programs/local-assistance/documents/flap/flap-2021callforprojbrochure.pdf>

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

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



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 July 2021

DESIGN

- 3B. SR-86 USBP Checkpoint Canopy*
Complete Dec 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

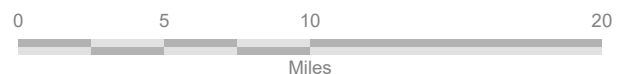
7. Calexico East POE Bridge Widening
Design/Build Begin Mar 2021; Complete June 2023
8. SR-86/Dogwood Road Intersection Improvements County Permit*
Complete Oct 2022
9. I-8/Imperial Ave Interchange Improvements
Open to Traffic May 2022; Complete May 2023
10. SR-86 Tamarack Bridge Erosion Damage Repair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

57: 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: 10/22/2020



Local Highway Safety Improvement Program (HSIP) Cycle 10 Call for Projects

<https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/highway-safety-improvement-program/apply-now>

Announcement Date: Tuesday, May 5, 2020

Application Due Date: ~~Friday, September 4, 2020~~

Call Size: Approx. \$220 million of HSIP funds

(extended to Monday, November 2, 2020)

Minimum Benefit Cost Ratio (BCR): 3.5

On Tuesday, May 5, 2020, Caltrans Division of Local Assistance (DLA) announced Cycle 10 Call for Projects for the Highway Safety Improvement Program (HSIP). The total funds available for HSIP Cycle 10 is estimated at approximately \$220 million. The application submittal deadline is ~~Friday, September 4, 2020 (midnight)~~ **has been extended to Monday, November 2, 2020 (midnight) due to the impacts of the COVID-19 pandemic and California wildfires.**

All applications will be submitted electronically with no hard copies. Applicants must submit the applications before the deadline. Any submittal after midnight of 11/2/2020 will not be accepted. It is highly recommended that you submit your applications as early as possible after completion.

Please contact your DLAEs if you have any questions regarding this Call for Projects. For DLAE contact information, go to: <https://dot.ca.gov/programs/local-assistance/other-important-issues/local-assistance-contacts>. For program guidelines, application form and other useful documents, please follow the link on top.

HSIP Cycle 10 specifics:

- There are two application categories in HSIP Cycle 10: Benefit Cost Ratio (BCR) and Funding Set-asides (SA). There are four (4) set-asides: Guardrail Upgrades, Pedestrian Crossing Enhancements, Installing Edgelines and Set-aside for Tribes. For Funding Set-aside applications, BCR calculation is not required.

Summary of Application Categories for HSIP Cycle 10

Application Category	Description	Max number of applications per agency	Max amount per agency
Benefit Cost Ratio (BCR)	Benefit Cost Ratio (BCR)	No Limit	\$10 million
Funding Set-asides (SA)	Guardrail Upgrades	1	\$1 million
	Pedestrian Crossing Enhancements	1	\$250,000
	Installing Edgelines	1	\$250,000
	Tribes	1	\$250,000

- State funds will be used for all projects selected for funding in HSIP Cycle 10. Senate Bill (SB) 137 (Chapter 639 of the 2019 Statutes) allows up to \$100 million of federal local assistance funds being exchanged for non-federal State Highway Account (SHA) funds per year.
- HSIP Analyzer is required to be used for all applications. It is a PDF form-based software that streamlines the project cost estimate, safety improvement countermeasure evaluation, crash data input and Benefit Cost Ratio (BCR) calculation. For a funding set-aside application, the BCR calculation is not required and the HSIP Analyzer will be used for cost estimate only.
- Local agencies ineligible for applying HSIP funds in Cycle 10 include: (1) local agencies that have existing HSIP projects red-flagged for not meeting the HSIP delivery requirements and the red-flags cannot be resolved as of 9/30/2020; and (2) local agencies who have more than one existing HSIP projects that have not been in construction phase five years after the project selection (as of 9/30/2020), even if time extension has been approved by Caltrans.
- For a BCR Application, the minimum BCR to be submitted is 3.5.
- Due to the uncertainty of the BCR cutoff in selecting applications for funding, it is allowed to submit multiple applications for a project of systemic type. By including different number of locations that have similar characteristics, these applications will have different BCRs.

Please see the Application Form Instructions for more details.

Tips for a Successful Benefit Cost Ratio (BCR) Application

No flaws in the BCR calculation

1. The BCR is key for a project to be selected for funding. It is critical to make sure the BCR is calculated correctly. Please read through Manual for HSIP Analyzer before you start any calculation.
2. Do the safety countermeasures (CMs) selected target the particular crash types at the project locations? Are collisions used in the benefit calculation within the influence area of the CMs? The majority of the rejected applications in the previous cycles were due to:
 - a. Misuse of CMs
 - b. The use of crashes not in CM's influence area
3. For an application proposing shoulder widening or roadway realignments, documentation is required to show that an incremental approach has been tried but failed to reduce crashes. Incremental approach would entail installing/adding/upgrading warning signs, delineation, flashing beacons, installing high friction surface treatment, etc.
4. Have you reviewed the specific requirements that some CMs have in Appendix B of the Local Roadway Safety Manual? For example, before a traffic signal can be considered for HSIP funding, it will need to satisfy warrant 4, 5 or 7.

Maximize the project benefit

5. Select locations & corridors with highest numbers of crashes. Identify highest crash corridors first and then look for projects in those corridors. Do not identify projects first and then look for collisions to justify the project.
6. Select CMs with high Crash Reduction Factors (CRFs) when applicable.
7. Combine multiple CMs or multiple locations with similar characteristics into one application to improve safety effectiveness and project delivery efficiencies. Use multiple solutions in high crash corridors. Apply other CMs (e.g. rumble strips/signing upgrades/high visibility striping). If the BCR is very high (e.g. 30), consider adding other locations that have similar characteristics, face similar safety issues but have no high number of crashes.

Lower the project cost

8. Focus on low-cost, quick-delivery projects – rumble strips, High Friction Surface Treatments, Pedestrian Crossings, warning signs, etc.
9. Minimize adding non-safety-related components into the project scope – Non-safety-related components will make the project harder to deliver and lower the project's BCR.

VI. ACTION CALENDAR

A. CALEXICO INTERMODAL TRANSPORTATION CENTER (ITC) ARCHITECTURAL AND ENGINEERING SERVICES—CHANGE ORDER CONTRACT AMENDMENT

Requested Action:

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 21, 2020

George Nava, Chairman
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 Commission 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.

The ICTC Management Committee met on October 14, 2020 and 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.

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 **WITNESSETH**

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
11 **ATTEST:**

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.

401 B Street
Suite 1600
San Diego, CA 92101-4239

Tel 619.961.2800
Fax 619.961.2392
www.Psomas.com

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.

- 3rd Street and Rockwood Avenue
- 3rd 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 2nd Street

Daily (24-hour) traffic volumes will also be collected for the roadway segment of 3rd 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 10th 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.

Task	Staff Costs	Direct Costs	Sub-Consultant Fees	Totals
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
TOTALS	\$63,512	\$3,525	\$31,400	\$98,437
CREDIT/REDUCTION FROM BASE FEE				\$35,000
<u>CHANGE ORDER REQUEST TOTAL</u>				<u>\$63,437</u>

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

Requested Action:

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 21, 2020

George Nava, Chairman
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 Commission 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.

The ICTC Management Committee met on October 14, 2020 and 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:**

4
5
6 _____
7 **GEORGE NAVA**
8 Chair

9 **ATTEST:**

10
11 _____
12 **CRISTI LERMA**
13 Secretary to the Commission

14 **CONSULTANT:**

15
16
17 By: _____
18 **STEVEN J. DEMETRIOU**
19 **CEO**

20 **APPROVED AS TO FORM:**

21 **ADAM G. CROOK**
22 **COUNTY COUNSEL**

23 By: _____
24 **Eric Havens**
25 **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 =	702	\$ 165,070.00	\$ 9,930.00	702	\$ 165,070.00	\$ 9,930.00	\$ 175,000.00
Final Totals =						\$ 175,000.00	

Consultant	Labor Hrs	Total Costs	% of Task Order
Jacobs	702	\$ 175,000.00	100.00%
Totals =	702	\$ 175,000.00	100.00%

**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	56	\$ 13,340.00	
Task 4 - Assist with Evaluation of Bidders	4	160	4	8	0	4	180	\$ 44,320.00	
Task 5 - Conduct Project Administration Services	16	40	4	0	0	4	64	\$ 15,660.00	
Task 6 - Participate in Project Related Meetings	40	40	120	40	38	24	302	\$ 66,990.00	
Task 7 - Development of the Construction Administration RFP	16	80	0	0	0	4	100	\$ 24,760.00	
Subtotals (Hours) =	80	360	132	52	38	40	702	\$ 165,070.00	
Subtotals (Costs) =	\$ 22,000	\$ 90,000	\$ 29,700	\$ 12,740	\$ 7,030	\$ 3,600	702	\$ 165,070.00	
Labor Totals							702	\$ 165,070.00	
Total (Hours) =	80	360	132	52	38	40	702		
Total (Costs) =	\$ 22,000.00	\$ 90,000.00	\$ 29,700.00	\$ 12,740.00	\$ 7,030.00	\$ 3,600.00		\$ 165,070.00	

VI. ACTION CALENDAR

C. FIRST EXTENSION OF THE ICTC LEASE AND SUB-LEASE AGREEMENTS—1503 N. IMPERIAL AVE., SUITE 104, EL CENTRO, CA 92243

Requested Action:

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

George Nava, Chairman
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 Commission 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 Management Committee met on October 14, 2020 and forward this item to the Commission for their 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.

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)





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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Reviewed by Date





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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CL REVISED 12/15 (PAGE 1 of 6)



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> 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> Category	\$ <u>7,281.85</u>	\$ _____	\$ <u>7,281.85</u>	<u>12/08/2017</u>
D. Other: _____ 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 () ()

Tenant's Initials () ()

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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* / *MB*

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

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

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COMMERCIAL LEASE AGREEMENT (CL PAGE 4 OF 6)



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.

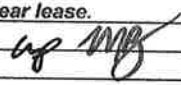
3) Landlord hereby accepts (1) Imperial County Transportation Commission (ICTC as the main tenant and consents to Tenant's sublease of a portion of the Premises to) (2) Southern California Association of Governments (SCAG)

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) (_____)

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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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525 South Virginia Avenue, Los Angeles, California 90020

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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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) _____ 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 PICO GROUP LLC	Date	Seller/Landlord	Date
--	------	-----------------	------

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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 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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AD REVISED 12/14 (PAGE 2 OF 2)

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

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 **ERIKA BUSTAMANTE**
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 **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 13th 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: Mark Baza
11 MARK BAZA
12 Executive Director

By: Basil Panas
BASIL PANAS
CFO

13 Date: 12/13/17

Date: 12/21/17

14 **ATTEST:**

15
16 By: Cristi Lerma
17 CRISTI LERMA
18 Secretary to the Commission

19 **APPROVED AS TO FORM:**
20 KATHERINE TURNER
21 County Counsel

22 By: Eric Havens
23 Eric Havens
24 Deputy County Counsel

1 **SUBLEASE AGREEMENT**

2 **Southern California Association of Governments**

3 THIS SUBLEASE AGREEMENT ("Sublease"), made and entered into effective the 21st 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. 7th St., 12th 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, 17th 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

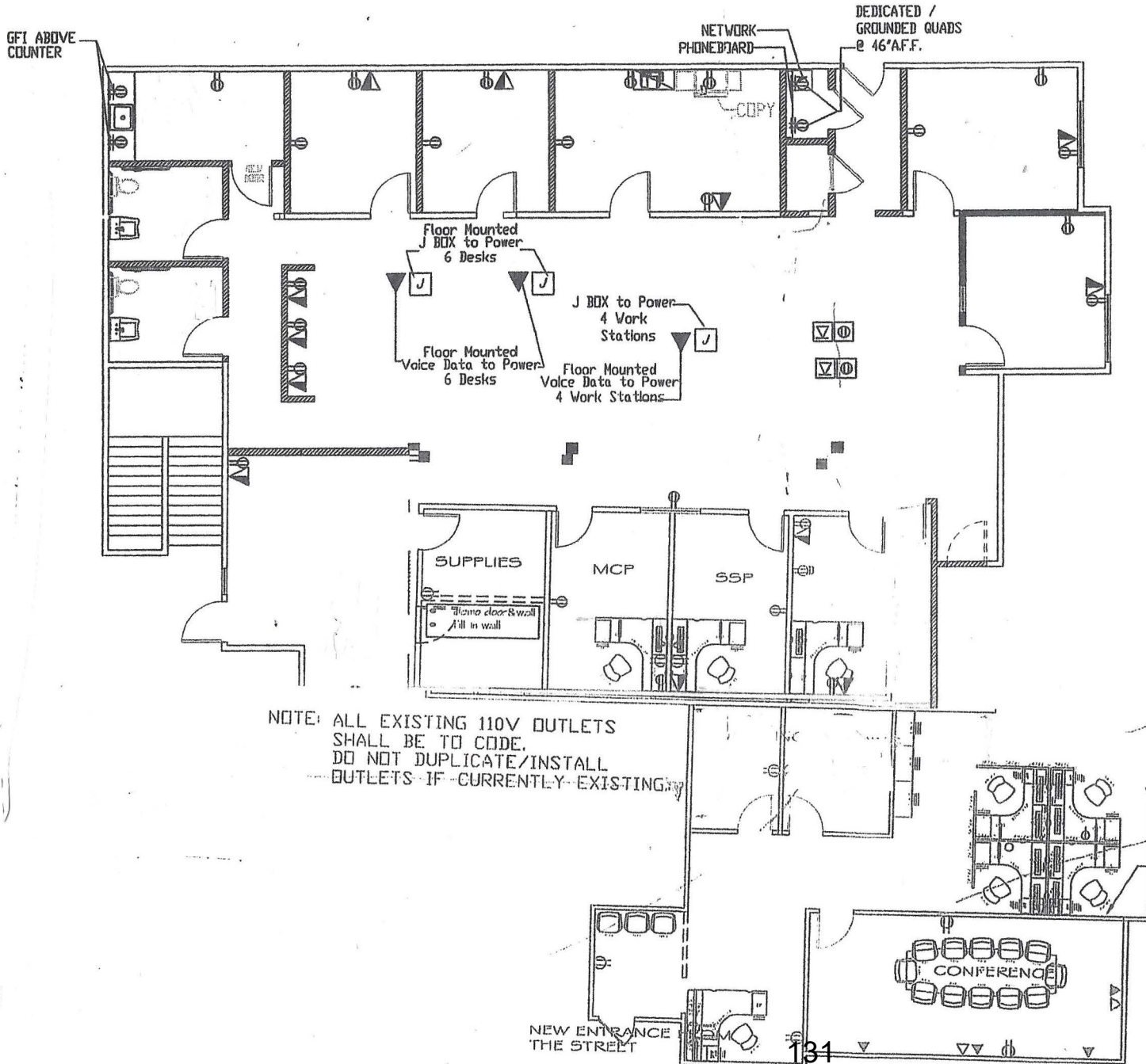
19 **ATTEST:**

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

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	4

1503 N. Imperial Ave
El Centro, CA 92243

**SCAG
EL CENTRO SUB-LEASE**

SCAG				
PERIOD	Square Feet	Rent per Sq. Ft.	Base Rent	Monthly Rent
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