



Imperial County Local Transportation Authority

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

AGENDA

WEDNESDAY, AUGUST 28, 2024
6:00 PM or immediately after the ICTC meeting

LARGE CONFERENCE ROOM
1503 N. IMPERIAL AVE., SUITE 104
EL CENTRO, CA 92243

CHAIRPERSON: LUIS PLANCARTE

EXECUTIVE DIRECTOR: DAVID AGUIRRE

In compliance with the Brown Act and Government Code Section 54957.5, agenda materials distributed 72 hours prior to the meeting, which are public records relating to open session agenda items, will be available for inspection by members of the public prior to the meeting on the LTA's website: <https://www.ltaimperial.com/>

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

To Join Zoom Meeting click on the following link:

<https://us06web.zoom.us/j/83408533940?pwd=VdxUcb5mToRYOzXZigyOafYHLR0vEU.1>

To Join by phone dial (669) 444-9171

Meeting ID: 834 0853 3940

Passcode: 748879

I. CALL TO ORDER AND ROLL CALL

II. EMERGENCY ITEMS

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

III. PUBLIC COMMENTS

This is an opportunity for members of the public to address the LTA Board on any subject matter within the LTA's jurisdiction, but not an item on the agenda. Any action taken because of public comment shall be limited to direction to staff. In compliance with Assembly Bill 361, the meeting will be held remotely and in person. Each speaker should contact the Secretary to the Commission at (760) 592-4494 or by email to cristilerna@imperialctc.org. When addressing the Board, state your name for the record prior to providing your comments. Please address the Board as a whole, through the Chairperson. Individuals will be given three (3) minutes to address the Board; groups or topics will be given a maximum of fifteen (15) minutes. Public comments will be limited to a maximum of 30 minutes. If additional time is required for public comments, they will be heard at the end of the meeting. Please remember to follow the Public Comment

Code of Conduct and respect all people that are present or watching, obey the direction of the Chair and Secretary to the Commission.

IV. CONSENT CALENDAR

- A. Approve Minutes for June 26, 2024 page 4

V. REPORTS

- A. LTA Executive Director Report page 7

VI. ACTION CALENDAR

- A. Audit and Accountancy Agreement for the Local Transportation Authority (LTA) for FY 2023-24, FY 2024-25 and FY 2025-26. page 10
The ICTC Management Committee met on August 14, 2024, and forwards this item to the LTA Board for their review and approval after public comment, if any:
 - 1. Authorize the Chairman to sign the agreement and engagement letter for financial audit services effective July 1, 2024, for the audit period FY 2023-24, FY 2024-25 and FY 2025-26 with the firm of The Pun Group for the not to exceed annual fees per the following schedule:
 - a. For the audit period July 1, 2023, through June 30, 2024, the annual not to exceed fee set at \$82,750.00
 - b. For the audit period July 1, 2024, through June 30, 2025, the annual not to exceed fee set at \$86,060.00
 - c. For the audit period July 1, 2025, through June 30, 2026, the annual not to exceed fee set at \$89,502.00

VII. ADJOURNMENT

- A. Motion to Adjourn.

IV. CONSENT CALENDAR

- A. APPROVAL OF LTA BOARD DRAFT
MINUTES FOR JUNE 26, 2024



Imperial County Local Transportation Authority

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

**MINUTES FOR
June 26, 2024**

VOTING MEMBERS PRESENT:

City of Brawley	Absent
City of Calipatria	Maria Nava-Froelich
City of Calexico	Absent
City of El Centro	Martha Cardenas Singh
City of Imperial	Robert Amparano
City of Holtville	Mike Goodsell
City of Westmorland	Ana Beltran
County of Imperial	Luis Plancarte
County of Imperial	Absent

STAFF PRESENT: David Aguirre, Michelle Bastidas, Katie Luna, Angela Delgadillo, Esperanza Avila, Eric Havens (Counsel)

OTHERS PRESENT: Gerard Chadergran, John Garcia: Caltrans

I. CALL TO ORDER AND ROLL CALL

Meeting was called to order by Chair Plancarte at 6:03 p.m. and roll call was taken.

II. EMERGENCY ITEMS

There were none.

III. PUBLIC COMMENTS

There were none.

IV. CONSENT CALENDAR

- A. Approved minutes for February 28, 2024. A motion was made by [Amparano](#) and seconded by [Beltran](#) as presented, roll call:

Agency	Roll Call
City of Brawley	Absent
City of Calipatria	Yes
City of Calexico	Absent
City of El Centro	Absent
City of Holtville	Yes
City of Imperial	Yes
County of Imperial Plancarte	Yes

County of Imperial Hawk	Absent
City of Westmorland	Yes

Motion Carried.

V. REPORTS

- A. Mr. Aguirre reviewed the report on page 7 of the agenda.

VI. ACTION CALENDAR

- A. LTA Administrative Services Budget FY 2024-25

1. Approved the FY 2024-25 Administrative Services Budget for the Local Transportation Authority

A motion was made by [Amparano](#) and seconded by [Nava-Froelich](#) as presented. Roll call:

Agency	Roll Call
City of Brawley	Absent
City of Calipatria	Yes
City of Calexico	Absent
City of El Centro	Yes
City of Holtville	Yes
City of Imperial	Yes
County of Imperial Plancarte	Yes
County of Imperial Hawk	Yes
City of Westmorland	Yes

Motion Carried.

VII. ADJOURMENT

- A. Meeting Adjourned at 6:15 p.m.

V. REPORTS

A. LTA EXECUTIVE DIRECTOR REPORT



Imperial County Local Transportation Authority

1503 N. Imperial Ave., Suite 104, El Centro, CA, 92243

Phone: 760-592-4494 | Fax: 760-592-4410

Memorandum

Date: August 21, 2024
To: Local Transportation Authority
From: David Aguirre, Executive Director
Re: Executive Director's Report

The following is a summary of the Executive Director's Report for the LTA meeting of August 28, 2024.

- 2018 LTA Bond Projects: The following lists the remaining funds for the LTA 2018 Bond.

2018 Original Bond Funds	
Calexico	\$12,375,000
Calipatria	\$1,450,000
Holtville	\$2,940,000

Remaining Bond Funds*		% Spent
Calexico	\$2,882,186	77%
Calipatria	\$0	100%
Holtville	\$0	100%

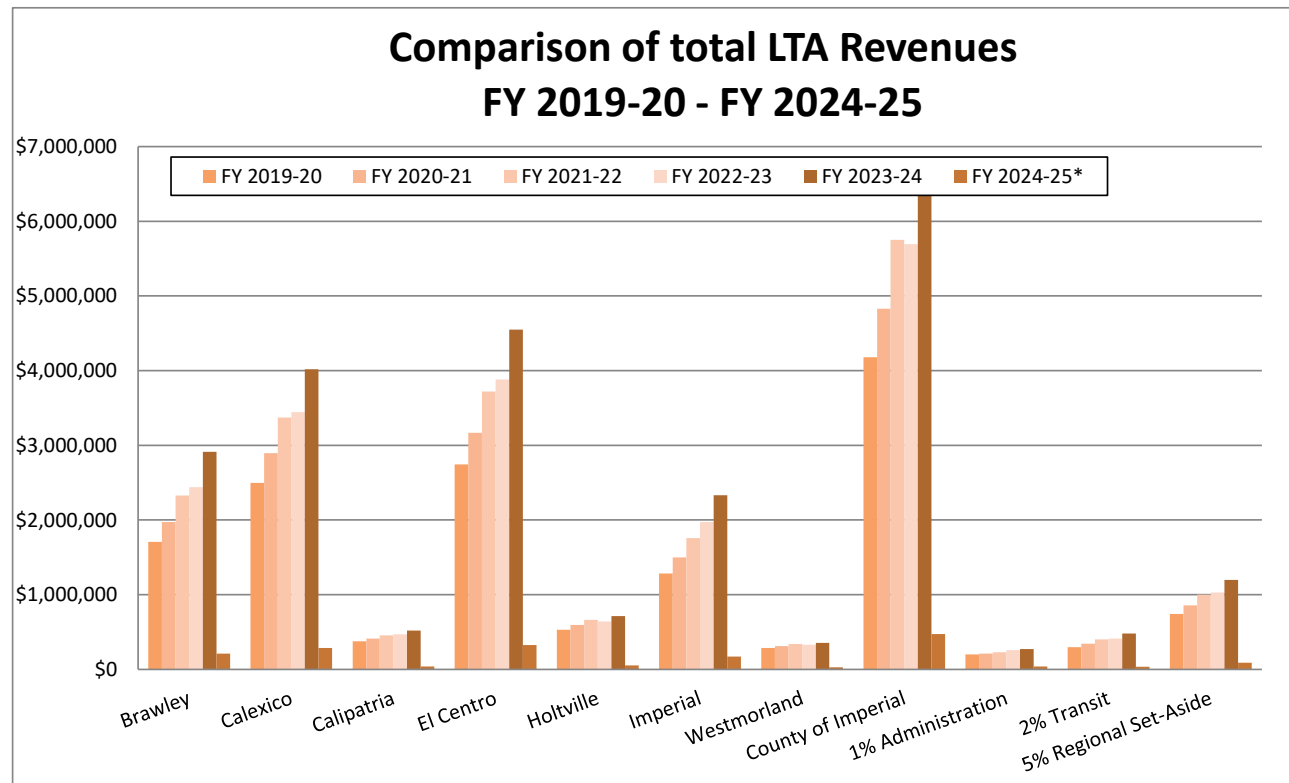
*Remaining Project Bond funds as of Bank Statements dated 7-31-24

- LTA 2% Transit Set-Aside
Total Allocations for FY 2024-25
 - IVT Ride \$250,000 (Brawley, Calexico, Imperial, El Centro, Heber & West Shores)
 - Available Balance 08/21/24 - \$808,676
- LTA 5% Highway Set-Aside
 - Processed Disbursements - \$5,951,150
 - Pending projects - \$2,826,250
 - Traffic Signal SR 86 & Dogwood Rd Imperial County - \$1,680,815
 - Forrester Road PSR - \$108,879
 - SR 86 Border Patrol Checkpoint - \$712,068
 - Calexico East Port of Entry Bridge Expansion - \$324,488
 - LTA 5% Regional Hwy Available Balance as of 08/21/24: \$5,373,078

4. LTA FY revenues

LTA Revenues

	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25*
Brawley	\$1,708,309.63	\$1,973,179.09	\$2,329,277.17	\$2,440,857.37	\$2,912,265.31	\$211,466.64
Calexico	\$2,496,364.99	\$2,895,513.18	\$3,373,877.73	\$3,443,349.35	\$4,017,313.18	\$287,168.05
Calipatria	\$375,010.38	\$411,033.42	\$455,012.61	\$467,550.20	\$520,741.26	\$39,106.67
El Centro	\$2,745,303.02	\$3,169,283.41	\$3,721,630.08	\$3,882,895.46	\$4,550,959.38	\$324,179.80
Holtville	\$530,539.51	\$592,883.74	\$661,781.67	\$641,483.65	\$713,833.01	\$52,548.34
Imperial	\$1,284,456.38	\$1,500,288.41	\$1,758,809.88	\$1,972,479.10	\$2,332,891.85	\$169,755.47
Westmorland	\$287,435.95	\$312,555.82	\$339,173.06	\$328,432.76	\$354,632.47	\$27,248.23
County of Imperial	\$4,179,704.84	\$4,830,782.66	\$5,753,297.52	\$5,695,632.54	\$6,630,055.35	\$473,373.83
1% Administration	\$199,626.70	\$211,624.03	\$227,015.72	\$256,416.23	\$270,880.37	\$39,284.78
2% Transit	\$296,919.39	\$341,874.07	\$400,427.43	\$411,378.42	\$479,646.72	\$34,927.57
5% Regional Set-Aside	\$742,298.46	\$854,685.13	\$1,001,068.57	\$1,028,446.07	\$1,199,116.78	\$87,318.91
	\$14,845,969.25	\$17,093,702.96	\$20,021,371.44	\$20,568,921.15	\$23,982,335.68	\$1,746,378.29



Revenue distributions listed include bond payments for the participating agencies

*up to the month of July 2024

VI. ACTION CALENDAR

- A. Audit and Accountancy Agreement for the Local Transportation Authority (LTA) for FY 2023-24, FY 2024-25 and FY 2025-26.
 - 1. Authorize the Chairman to sign the agreement and engagement letter for financial audit services effective July 1, 2024, for the audit period FY 2023-24, FY 2024-25 and FY 2025-26 with the firm of The Pun Group for the not to exceed annual fees per the following schedule:
 - a. For the audit period July 1, 2023, through June 30, 2024, the annual not to exceed fee set at \$82,750.00
 - b. For the audit period July 1, 2024, through June 30, 2025, the annual not to exceed fee set at \$86,060.00
 - c. For the audit period July 1, 2025, through June 30, 2026, the annual not to exceed fee set at \$89,502.00



Imperial County Local Transportation Authority

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

August 20, 2024

Luis Plancarte, Chairperson
Local Transportation Authority
1503 N. Imperial Ave., Suite 104
El Centro, CA 92243

SUBJECT: Audit and Accountancy Agreement for the Local Transportation Authority (LTA) for
FY 2023-24, FY 2024-25 and FY 2025-26.

Dear Members of the Authority:

The competitive bid process for professional audit services has recently concluded. The audit agreement is for work associated with fiscal years FY 2023-24, FY 2024-25 and FY 2025-26.

A proposal review team consisting of ICLTA staff and SCAG scored and ranked the four proposals. The group unanimously ranked The Pun Group as the highest ranked firm.

The scoring process utilized standard categories including but not limited to relevant staff experience, audit schedule attainment, methodology, references, and costs. The following summarizes the average annual cost, and the three-year total costs.

Name	Average Annual Cost	Total Cost
The Pun Group – Firm A	\$86,104.00	\$258,312.00
Firm B	\$89,348.00	\$268,043.00
Firm C	\$93,650.00	\$280,950.00

All of the firms were capable of completing the project. However, the evaluation committee ranked the proposals and recommends the firm of The Pun Group as the most responsive for the audit project. The Pun Group presented a more comprehensive schedule and audit plan; an in-depth familiarity with the local agencies and conditions; and more experience with similar audit projects. The Pun Group has also previously completed the audits for the LTA.

The original procurement documents; request for proposal and proposals; and contract exhibits referenced in the contract document are available for review at the LTA administrative offices by request.

The cost for this project was identified in the ICTC FY 2024-25 OWP and Budget (7418001-525090).

With ICTC Management Committee concurrence, the Executive Director forwards this item to the LTA Board for review and approval after public comment, if any.

1. Authorize the Chairman to sign the agreement and engagement letter for financial audit services effective July 1, 2024, for the audit period FY 2023-24, FY 2024-25 and FY 2025-26 with the firm of The Pun Group for the not to exceed annual fees per the following schedule:
 - a. For the audit period July 1, 2023 through June 30, 2024, the annual not to exceed fee set at \$82,750.00
 - b. For the audit period July 1, 2024 through June 30, 2025, the annual not to exceed fee set at \$86,060.00
 - c. For the audit period July 1, 2025 through June 30, 2026, the annual not to exceed fee set at \$89,502.00

Sincerely,

A handwritten signature in blue ink, appearing to read 'D. Aguirre', is written over a horizontal line.

DAVID AGUIRRE
Executive Director

DA/cl

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

THIS AGREEMENT is made and entered into this _____, 2024 by and between the IMPERIAL COUNTY LOCAL TRANSPORTATION AUTHORITY, a local transportation authority pursuant to Public Utilities Code sections 180000 *et seq.* (“LTA”) and **THE PUN GROUP LLP** a limited liability partnership (“AUDITOR”).

RECITALS

A. AUDITOR is a limited liability partnership and a duly licensed certified public accounting firm in good standing under the laws of the State of California and is in the business of supplying independent accounting services and assistance to clients.

B. LTA wishes to employ AUDITOR to perform:

- i. Independent auditing services for the fiscal years ending June 30, 2024, 2025, and 2026.
- ii. Transportation Planning Agencies Financial Transactions and Compensation Report for FY 2024, 2025, and 2026.
- iii. Government Compensation Report for FY 2024, 2025, and 2026.

C. AUDITOR is willing to accept such engagement.

NOW THEREFORE, LTA hereby engages and AUDITOR hereby accepts such engagement upon the terms and conditions set forth herein.

1. TERM.

This Agreement shall become effective on the date first written above and shall continue in effect until the services provided for herein have been performed, but no later than December 31, 2026, unless sooner terminated as provided herein.

2. SERVICES TO BE PERFORMED BY AUDITOR.

2.1. AUDITOR will conduct the Audits, for the fiscal years ending June 30, 2024, 2025, and 2026, as detailed in the “May 2024 Imperial County Local Transportation Authority (ICLTA) Request for Proposals for Annual Financial Audits” attached as **Exhibit “A”** and “Proposal to Perform Financial Auditing Services For Fiscal Years June 30, 2024 through June 30, 2026” submitted by

AUDITOR attached as **Exhibit “B”**, both of which are incorporated by this reference.

2.2 The audits will be conducted in accordance with auditing standards generally accepted in the United States of America, the standards for financial audits contained in *Government Auditing Standards*, issued by the Controller General of the United States for applicable audits, and will include tests of the accounting records and other procedures considered necessary to express an opinion.

2.3 If requested by the LTA, or CalTrans, or the Federal Transit Administration, AUDITOR will appear before the requesting body and explain any audit report or opinion.

3. RETENTION AND AVAILABILITY OF WORK PAPERS.

All supporting papers and work papers prepared by AUDITOR in connection with the Audit shall be retained for a minimum of four (4) fiscal years following the close of the Audit for the fiscal year and shall be available for inspection and examination during AUDITOR’S normal business hours upon request from LTA or representatives of LTA, the State Controller and/or ICTC.

4. TIME FOR COMPLETION.

Audits shall be completed per the schedule listed. Upon completion of the Audit, AUDITOR will furnish ten (10) copies of the audit report to LTA and an electronic version in PDF format.

LTA Audit	Start Date	Completion Date
Fiscal Year 2023-2024	August 01, 2024	December 31, 2025
Fiscal Year 2024-2025	August 01, 2025	December 31, 2025
Fiscal Year 2025-2026	August 01, 2026	December 31, 2026

RTPA/GCR	Start Date	Completion Date
Fiscal Year 2023-2024	August 01, 2024	December 31, 2024
Fiscal Year 2024-2025	August 01, 2025	December 31, 2025
Fiscal Year 2025-2026	August 01, 2026	December 31, 2026

1 **5. COMPENSATION OF AUDITOR.**

2 **5.1** In consideration for the services to be performed by AUDITOR, LTA agrees to pay
3 AUDITOR at the hourly rates indicated on the Fee Schedule as described in **Exhibit**
4 **“C”**, attached and incorporated by this reference as though fully set forth herein.

5 **5.2** LTA agrees to compensate AUDITOR for all services provided under this contract, for
6 both audits and reports, including all out-of-pocket expenses, in amounts not to exceed
7 the following:

Fiscal Year	Not to Exceed Amount
Fiscal Year 2023-2024	\$82,750.00
Fiscal Year 2024-2025	\$86,060.00
Fiscal Year 2025-2026	\$89,502.00

8
9
10
11
12
13 **5.3** Except as provided under Paragraphs 5.1 and 5.2, LTA shall not be responsible to pay
14 AUDITOR any other compensation, out-of-pocket expenses, fees or other
15 remuneration.

16 **5.4** Said payment shall not be due and payable until such time as AUDITOR has provided
17 LTA with a monthly service statement which shall itemize all out-of-pocket expenses
18 and work performed for each said period. Said statements must meet with the
19 approval of LTA and be received by LTA no later than the 10th day of every month
20 following that for which the subject work was performed.

21 **5.5** Invoices, clearly indicating the period for which the bill is made, shall be submitted to:

22 Imperial County Local Transportation Authority
23 ATTN: Executive Director
24 1503 N. Imperial Ave., Suite 104
El Centro, CA 92243

25 **5.6** AUDITOR acknowledges LTA is under no obligation to compensate AUDITOR for
26 services rendered or expenses accrued under this Agreement not authorized by LTA.

27 **5.7** If LTA requires work in addition to that defined in the “Services to be Performed By
28 Auditor,” Paragraph 2, AUDITOR shall provide a cost estimate and written

description of the additional work needed to perform such services. Compensation and the time for completing such additional services must be negotiated and approved in writing by LTA prior to the commencement of any such services.

6. INDEMNIFICATION.

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

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

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

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

2 **7. INSURANCE.**

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

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

16 \$2,000,000 per occurrence for bodily injury and property damage

17 \$1,000,000 per occurrence for personal and advertising injury

18 \$4,000,000 aggregate for products and completed operations

19 \$4,000,000 general aggregate

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

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

1 (iv) 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
3 employee.

4 (v) PROFESSIONAL LIABILITY (Errors and Omissions) insurance appropriate
5 to AUDITOR's profession, with limits of liability of \$2,000,000 per claim/occurrence and
6 \$2,000,000 policy aggregate.

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

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

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

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

15 (i) The retroactive date must be shown, and must be before the effective date of
16 this Agreement or the commencement of work by AUDITOR.

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

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

25 (iv) A copy of the claims reporting requirements must be submitted to LTA for
26 review.

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

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

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

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

25 If AUDITOR should subcontract all or any portion of the services to be performed under this
26 Agreement, AUDITOR shall require each subcontractor to provide insurance protection in favor of
27 LTA, its members, board members, officers, officials, employees, agents and volunteers in
28 accordance with the terms of each of the preceding paragraphs, except that the subcontractor's

certificates and endorsements shall be on file with AUDITOR and LTA prior to the commencement of any work by the subcontractor.

8. TERMINATION.

8.1. Termination by Either Party. This Agreement may be terminated, without cause, by either party upon thirty (30) days prior written notice to the other party.

8.2. Compensation in Early Termination. In the event that this Agreement is terminated prior to the completion of the term of contract as specified herein, AUDITOR shall be entitled to the compensation earned prior to the date of termination as provided for in this Agreement, computed pro rata up to and including that date. The compensation earned and unpaid at the time of termination shall be paid without abatement or reduction immediately upon termination of this Agreement. AUDITOR shall be entitled to no further compensation as of the date of termination.

9. INDEPENDENT CONTRACTOR.

9.1. AUDITOR shall be responsible to LTA only for the requirements and results specified by this Agreement. AUDITOR shall not be subject to LTA'S control with respect to the physical actions or activities of AUDITOR or of AUDITOR'S employees or agents in connection with the operation of the business or AUDITOR'S fulfillment of the requirements of the Agreement, except as specifically provided in this Agreement.

9.2. AUDITOR is, and at all times during the term of this Agreement shall represent and conduct itself as, an independent contractor and not as an agent or employee of LTA. AUDITOR shall not have the authority, express or implied, to bind or obligate LTA in any way.

10. ASSIGNMENT.

Neither this Agreement nor any duties or obligations hereunder shall be assignable by AUDITOR without the prior, written, consent of LTA.

11. NON-DISCRIMINATION.

11.1. During the performance of this Agreement, AUDITOR and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment or member

of the public because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age or gender. AUDITOR shall insure that the evaluation and treatment of their employees and applicants for employment and members of the public are free of such discrimination. AUDITOR shall comply with the provisions of the Fair Employment and Housing Act (California Government Code §12900 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12900, set forth in Chapter 5 of Division 4 of Title 1 of the California Administrative Code, are incorporated into this Agreement by reference and made a part thereof as if set forth in full. AUDITOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act. AUDITOR shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargain or other agreement.

11.2. AUDITOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

12. NOTICES.

All notices under this Agreement shall be in writing and may be given by personal delivery or by sending through the U.S. Post Office, certified mail, return receipt requested, addressed to LTA, ATTN: Executive Director, 1503 N. Imperial Ave., Suite 104, El Centro, CA 92243 and to AUDITOR at 4660 La Jolla Village Drive, Suite 100, San Diego, CA 92122 or at such other address as either party may designate in a notice to the other party given in such manner. Any notice sent by mail shall be considered given when received.

13. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between LTA and AUDITOR relating to the transactions contemplated hereby and supersedes all prior or contemporaneous agreements, understanding, provisions, negotiations, representations or statements, either written or verbal.

14. MODIFICATION.

No modification, waiver, amendment, discharge or change of this Agreement shall be valid

unless the same is in writing and signed by both parties.

15. PARTIAL INVALIDITY.

If any of the provisions in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue to be in full force and effect.

16. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.

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

17. WAIVER.

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

18. CHOICE OF LAW.

The laws of the State of California shall govern this Agreement. This Agreement is made and entered into in Imperial County, California. To the extent permitted by law, any action brought by either party with respect to this Agreement shall be brought in a court of competent jurisdiction within said County.

19. ATTORNEYS' FEES.

If either party herein brings an action to enforce the terms thereof or declare rights hereunder, the prevailing party in any such action, on trial or appeal, shall be entitled to its reasonable attorneys' fees to be paid by the losing party as fixed by the court.

20. AUTHORITY.

Each of the individuals executing this Agreement on behalf of AUDITOR and LTA represent and warrant that:

20.1 He or she is duly authorized to execute and deliver this Agreement on behalf of AUDITOR or LTA as applicable;

20.2 Such execution and delivery on behalf of AUDITOR is in accordance with the terms of the Articles of Incorporation or Partnership, any By-Laws or Resolutions of AUDITOR; and

20.3 Such execution and delivery on behalf of LTA is duly authorized by the Board of Supervisors and within the authority of the signatory identified below.

21. COUNTERPARTS.

This Agreement may be executed in counterparts.

22. REVIEW OF AGREEMENT TERMS.

This Agreement has been reviewed and revised by legal counsel for both LTA and AUDITOR, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of the same or any subsequent amendments thereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first above written and shall be effective as of said date.

IMPERIAL COUNTY LOCAL TRANSPORTATION AUTHORITY:

By: LUIS A. PLANCARTE
Chairperson

ATTEST:

By: CRISTI LERMA
Secretary to the Authority

AUDITOR:

By: KENNETH H. PUN, CPA, CGMA
Managing Partner

APPROVED AS TO FORM:

By: Eric Havens
ICLTA Counsel