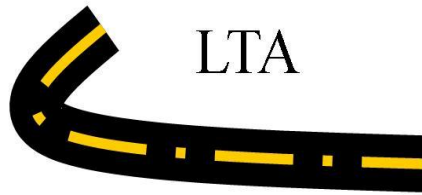


*Brawley*

*Calipatria*

*Holtville*

*Westmorland*



Local Transportation Authority

*Calexico*

*El Centro*

*Imperial*

*County of Imperial*

## **AGENDA**

**WEDNESDAY, JUNE 27, 2012**

**6:00 PM or immediately after the ICTC meeting**

**County Administration Building, 2<sup>nd</sup> Floor  
Board of Supervisors Chambers  
940 W. Main St.  
El Centro, CA 92243**

**CHAIRPERSON: Sedalia Sanders**

**EXECUTIVE DIRECTOR: Mark Baza**

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

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

### **II. EMERGENCY ITEMS**

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

### **III. PUBLIC COMMENTS**

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

### **IV. CONSENT CALENDAR**

- A. Approval of Minutes for May 23, 2012
- B. Legal Services Agreement – County of Imperial – Local Transportation Authority (LTA) – FY 2012-13

It is requested that the LTA take the following actions:

- 1. Authorize the Chairperson to sign the agreement for legal services between the County of Imperial and the Local Transportation Authority for an annual cost not to exceed \$5,000 effective July, 1 2012 through June 30, 2013.
- 2. Direct staff to forward the agreement to the County of Imperial.

### **V. REPORTS**

- A. LTA Executive Director

**1405 N. Imperial Ave., Suite 1, El Centro, CA 92243  
Phone: (760) 592-4494, Fax: (760) 592-4497**

**VI. ACTION CALENDAR**

A. West Shores Dial-A-Ride Operational Funding for FY 2012-13

It is requested that the LTA review and approve the following:

1. An LTA subsidy amount of \$80,000 for the West Shores Dial-a-Ride service for FY 2012-13 in order to continue to provide the demand response transit service within the West Shores communities.
2. Assign a farebox ratio of 5% for the West Shores Dial-a-Ride service.

**VII. ADJOURNMENT**

A. Motion to Adjourn

**DRAFT MINUTES FOR MAY 23, 2012**

---

**VOTING MEMBERS PRESENT:**

City of Brawley	George Nava
City of Calexico	Bill Hodge
City of Calipatria	Maria Nava-Froelich
City of El Centro	Sedalia Sanders (Chairperson)
City of Holtville	Mike Goodsell (Alt.)
City of Imperial	Mark Gran
County of Imperial	Michael Kelley
County of Imperial	Jack Terrazas
Executive Director	Mark Baza (non-voting)

---

**OTHERS PRESENT:** Cristi Lerma (Clerk), Kathi Williams (staff), David Salgado (staff)

---

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

Meeting was called to order by Chair Sedalia Sanders at 6:07 p.m. and roll call was taken.

**II. EMERGENCY ITEMS**

None

**III. PUBLIC COMMENTS**

No public comment

**IV. CONSENT CALENDAR**

- A. A motion was made by [Gran](#) and seconded by [Kelley](#) to approve the minutes for March 5, 2012 **Motion Carried** unanimously.

**V. REPORTS**

- A. Executive Director Reports  
There was none.

**VI. INFORMATIONAL ITEM**

- A. Update and next steps for Bond Financing closing
1. An update was given by Mr. Baza regarding the recent closing of the bond financing effort. He stated that the total amount financed was \$53,000,000.00. A lunch meeting will take place at the ICTC offices where bond counsel and the finance team will discuss the next steps after closing. The President of Cabrera Capital is expected to be at this meeting.

**VII. ADJOURNMENT**

Meeting Adjourned at 6:10 p.m.

***Brawley***

***Calipatria***

***Holtville***

***Westmorland***



Local Transportation Authority

***Calexico***

***El Centro***

***Imperial***

***County of Imperial***

June 22, 2012

Sedalia Sanders, Chairperson  
Local Transportation Authority  
940 Main Street Suite 204  
El Centro, CA 92243

SUBJECT: Legal Services Agreement – County of Imperial – Local Transportation Authority  
(LTA) – FY 2012-13

Dear Members of the Authority:

The Office of County Counsel has provided legal services to the Authority under contract for several years. LTA and County Counsel staff have calculated an approximate cost for services and developed an agreement for FY 2012-13 for \$5,000.

Therefore, it is requested that the LTA take the following actions:

1. Authorize the Chairperson to sign the agreement for legal services between the County of Imperial and the Local Transportation Authority for an annual cost not to exceed \$5,000 effective July, 1 2012 through June 30, 2013.
2. Direct staff to forward the agreement to the County of Imperial.

Sincerely yours,

  
for MARK BAZA  
Executive Director

Attachment

***1405 N. Imperial Ave., Suite 1, El Centro, CA 92243***  
***Phone: (760) 592-4494, Fax: (760) 592-4497***

1                                   **AGREEMENT FOR LEGAL SERVICES BETWEEN**  
2   **IMPERIAL COUNTY AND**  
3                                   **IMPERIAL COUNTY LOCAL TRANSPORTATION AUTHORITY**  
4

5           This Agreement is made by and between Imperial County, a political subdivision of the  
6 State of California, hereinafter referred to as "County", and Imperial County Local Transportation  
7 Authority, hereinafter referred to as "LTA".

8   **WITNESSETH:**

9           **WHEREAS**, LTA intends to function as an independent agency while minimizing the  
10 costs of independence; and

11           **WHEREAS**, the LTA desires to utilize the services most fiscally responsible including  
12 services available through County; and

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

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

18           **NOW, THEREFORE**, in consideration of the mutual promises contained herein, the  
19 parties hereby agree as follows:

20           **1.     TERM.** This Agreement shall become effective July 1, 2012 and remain in effect  
21 until June 30, 2013. It may be renewed upon the mutual, written, consent of both parties.

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

24           **3.     SCOPE OF SERVICES.** County Counsel shall provide LTA with the  
25 following general legal services if such service is authorized by the Executive Director or his/her  
26 designee: act as legal advisor to LTA; attend LTA public and private meetings on an as-needed  
27 basis; provide legal opinions or analysis on issues that arise; draft contracts or other documents;  
28 attend training sessions or conferences as permitted by County Counsel; provide any additional

1 services necessary for general legal representation. Specifically excluded from the scope of  
2 services are matters pertaining to litigation. Any legal services for matters involving litigation  
3 shall be provided only after both parties have agreed in writing to such services being provided.

4 **4. COMPENSATION FOR SERVICES.** In consideration of all services rendered  
5 by the County Counsel, LTA agrees to pay County Counsel for the performance of legal services  
6 described above at the hourly rates set forth in Exhibit A and attached to this Agreement. The  
7 services and reimbursement of any reasonable costs are to be billed and calculated on a quarterly  
8 basis. The annual cost of the services cannot exceed five thousand dollars (\$5,000.00). LTA shall  
9 also pay for the cost of all appropriate training for attorneys and staff as approved by LTA and  
10 County Counsel.

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

16 **6. INDEMNIFICATION.**

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

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

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

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

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

**LTA:**

Imperial County Local Transportation Authority  
1405 N. Imperial Ave., Suite 1  
El Centro, CA 92243

**Imperial County:**

Imperial County Executive Office  
940 Main Street, Suite 208  
El Centro, CA 92243  
and  
Imperial County Office of the County Counsel  
940 Main Street, Suite 205  
El Centro, CA 92243

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

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

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

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

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

6       **IMPERIAL COUNTY:**

7       **IMPERIAL COUNTY LOCAL  
8 TRANSPORTATION AUTHORITY:**

9 By: \_\_\_\_\_  
10       MICHAEL W. KELLEY  
11       Chairman of the Board of Supervisors

By: \_\_\_\_\_  
SEDALIA SANDERS  
Chair of the Board

12       **ATTEST:**

13       **ATTEST:**


14 By: \_\_\_\_\_  
15       SYLVIA BERMUDEZ,  
16       Clerk of the Board of Supervisors

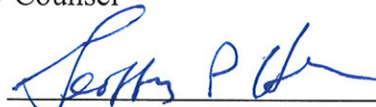
By: \_\_\_\_\_  
CRISTI LERMA  
Secretary to the Authority

17       **APPROVED AS TO FORM AND CONTENT:**

18       MICHAEL L. ROOD  
19       County Counsel

MICHAEL L. ROOD  
County Counsel

20 By:   
21       KATHERINE K. TURNER,  
22       Senior Deputy County Counsel

By:   
GEOFFREY P. HOLBROOK,  
Senior Deputy County Counsel



*Brawley*

*Calipatria*

*Holtville*

*Westmorland*



Local Transportation Authority

*Calexico*

*El Centro*

*Imperial*

*County of Imperial*

June 22, 2012

Sedalia Sanders, Chairperson  
Local Transportation Authority  
1405 N. Imperial Ave., Suite 1  
El Centro, CA 92243

**SUBJECT:** West Shores Dial-A-Ride Operational Funding for FY 2012-13

Dear Members of the Authority:

At an LTA meeting in May of 2010, the Board directed staff to utilize the 2% of the LTA revenues available for transit, on the local public transit services. This was a new source of revenue for transit and had been a separate section for disbursement within the new ordinance.

For the first two years FY 2010-11 and FY 2011-12, the disbursements were made to the local agencies for Dial-A-Rides, with the agencies receiving an equal share to offset the operational costs. This revenue was in addition to the regular Transportation Development Act/ Local Transportation Fund (TDA/LTF) funding.

For several years, the West Shores Dial-A-Ride previously administered by the County and now administered by ICTC, has been unable to meet its LTF performance measure requirements for the farebox ratio of 10%. ICTC staff approached the Imperial County Transportation Commission in December 2011 with a recommendation to retire the service due to low ridership.

The ICTC Board directed staff to find alternatives to retain the service. ICTC staff have been unable to solicit donations or find another means of maintaining the service with the use of LTF funds. However should the LTF funds be removed as a revenue source and the service be funded entirely with LTA funds, the LTA Board can at its own discretion assign its own farebox ratio for management of the service. ICTC staff would recommend a farebox ratio be set at 5%.

Per the attachment, the net effect on the LTA revenue source is such so that it reduces the 2% transit funds available to the other member agencies' Dial-A-Ride services. However the LTF funds used on the West Shores Dial-A-Ride, would then be used for the operational costs of the member agencies services.

There is no change in the total amount available for each agency and all services remain fully funded.

***1405 N. Imperial Ave., Suite 1, El Centro, CA 92243***  
***Phone: (760) 592-4494, Fax: (760) 592-4497***

Sedalia Sanders, Chairperson  
Local Transportation Authority

(2)

June 22, 2012

It is requested that the LTA review and approve the following:

1. An LTA subsidy amount of \$80,000 for the West Shores Dial-a-Ride service for FY 2012-13 in order to continue to provide the demand response transit service within the West Shores communities.
2. Assign a farebox ratio of 5% for the West Shores Dial-a-Ride service.

Sincerely,

  
MARK BAZA  
Executive Director

Attachments

MB/cl



TABLE 1.4

IMPERIAL COUNTY TRANSPORTATION COMMISSION FY 2012-13 TRANSIT PROGRAMS FINANCE PLAN												
DRAFT												
1	2	3	4	5	6	7	8	9	10	11	12	13
Projected Revenues												
A	FEDERAL							STATE			SUBTOTAL	TOTAL
B	FTA Sec 5307 Urban	2008-10	\$2,783,409					STA	2012-13	\$987,615	\$987,615	
C	FTA Sec 5307 ARRA	2012-13	\$875,000	\$3,658,409								
D	FTA Sec 5307 ARRA	2009-10	\$1,221,911	\$1,221,911	\$4,880,320							
E	FTA Sec 5317	2012-13	\$200,000	\$200,000	\$200,000							
F	FTA Sec 5308	2009-10	\$1,200,000	\$1,200,000	\$1,200,000			LTF SB325	2010-11	\$686,199	\$686,199	
G	FTA Sec 5311 Rural	2012-13	\$362,869	\$362,869	\$362,869				2012-13	\$4,700,000	\$5,366,199	
H	FTA Sec 5311 ARRA	2009-10	\$290,217	\$290,217	\$290,217							
I												
J	LOCAL							PTMISEA	2008-09	\$137,896		
K	Fare revenue	2012-13	\$869,005	\$869,005	\$869,005				2009-10	\$750,957		
L	On Hand	2012-13	\$500,000	\$500,000	\$500,000				2010-11	\$754,000	\$1,642,853	
M	LTA 2%	2012-13	\$200,000	\$200,000	\$200,000							
N	member contributions	2012-13	\$75,000	\$75,000	\$75,000			CTSGP	2009-10	\$133,338		
O									2010-12	\$133,338	\$266,676	
												\$8,283,343
	Total											\$16,860,754
Projected Expenditures												
P	Service	Cost	Estimated	On Hand balance	STIP	2% LTA Transif	member contributions	Prop IB	FTA	FTA	FTA	Total
Q			Fares		PPM			CTSGP & PTMISEA	Sec 5311	Sec 5307	Sec 5317	Subsidy
R	CWTS - IVT	\$	3,096,650	\$ 526,431	-	-	-	-	-	\$ 540,000	-	\$ 1,687,351
S	CWTS - IVT Blue/Green	\$	711,584	\$ 28,463	-	-	-	-	-	\$ 335,000	-	\$ 348,121
T	ADA Paratransit	\$	1,393,453	\$ 139,345	-	-	-	-	-	\$ 200,000	\$ 987,615	\$ 66,493
U	Medexpress	\$	218,236	\$ 43,647	-	-	-	-	-	-	-	\$ 174,589
V	Total	\$	5,419,923	\$ 737,886	-	-	-	-	-	\$ 1,075,000	\$ 987,615	\$ 2,256,553
W	Brawley Dial-A-Ride	\$	239,372	\$ 23,937	-	-	-	-	-	-	-	\$ 4,682,037
X	Calexico Dial-A-Ride	\$	418,948	\$ 41,895	-	-	-	-	-	-	-	\$ 185,435
Y	El Centro Dial-A-Ride	\$	469,464	\$ 46,946	-	-	-	-	-	-	-	\$ 377,053
Z	Imperial Dial-A-Ride	\$	141,293	\$ 14,129	-	-	-	-	-	-	-	\$ 422,518
AA	West Shores Dial-A-Ride	\$	84,211	\$ 4,211	-	-	-	-	-	-	-	\$ 97,164
	Total	\$	1,353,288	\$ 131,118	-	-	-	-	-	-	-	\$ 80,000
BB	El Centro Transfer	\$	38,613	-	-	-	-	-	-	-	-	\$ 1,022,170
CC	Regional bus stop maintenance	\$	2,500	-	-	-	-	-	-	-	-	\$ 38,613
DD	Temp Transfer Terminal	\$	5,000	-	-	-	-	-	-	-	-	\$ 2,500
EE	IVC Bus Terminal	\$	888,853	-	-	-	-	-	-	-	-	\$ 5,000
FF	Phase II	\$	754,000	-	-	-	-	-	-	-	-	\$ 888,853
GG	PTMISEA grants	\$	266,676	-	-	-	-	-	-	-	-	\$ 754,000
HH	Shelters and Benches	\$	50,000	-	-	-	-	-	-	-	-	\$ 266,676
II	Brawley Trans Tmnl	\$	590,217	-	-	-	-	-	-	-	-	\$ 50,000
JJ	Imp Trans Tmnl	\$	900,000	-	-	-	-	-	-	-	-	\$ 590,217
LL	ARRA I - El Centro	\$	1,221,911	-	-	-	-	-	-	-	-	\$ 900,000
MM	KK Calexico Trans Tmnl	\$	15,000	-	-	-	-	-	-	-	-	\$ 1,221,911
NN	Winterhaven Bus Stop	\$	3,430,995	-	-	-	-	-	-	-	-	\$ 15,000
OO	ECTerminal Reserve	\$	8,166,765	-	-	-	-	-	-	-	-	\$ 3,430,995
	Total	\$	8,166,765	-	-	-	-	-	-	\$ 4,005,320	-	\$ 8,166,765
PP	ICTC Transit	\$	658,478	-	-	-	-	-	-	-	-	\$ 658,478
QQ	Admin/Operations	\$	400,900	-	-	-	-	-	-	-	-	\$ 400,900
RR	Plans/Programs	\$	1,059,378	-	-	-	-	-	-	-	-	\$ 1,059,378
SS	operating reserve	\$	720,400	-	-	-	-	-	-	-	-	\$ 720,400
TT	Bikes and Peds Art 3	\$	141,000	-	-	-	-	-	-	-	-	\$ 141,000
UU	Total	\$	16,860,754	\$ 869,005	\$ 500,000	\$ -	\$ 200,000	\$ 1,909,529	\$ 1,853,086	\$ 5,080,320	\$ 987,615	\$ 5,386,199
												\$ 16,860,754

*Ryan Kelley*  
City of Brawley

*John Moreno*  
City of Calexico

*Brian Smith*  
City of Calipatria

**CHAIR**  
*Sedalia Sanders*  
City of El Centro

*David Bradshaw*  
City of Holtville

*Mark Gran*  
City of Imperial

## COUNTY OF IMPERIAL



Local Transportation Authority

## OFFICIAL MINUTES

**WEDNESDAY, MAY 26, 2010**

**County Administration Center,  
Board Chambers  
940 West Main Street, Ste 211  
El Centro, Ca. 92243**

*Stan Brummett*  
City of Westmorland

*Michael Kelley*  
County of Imperial

*Jack Terrazas*  
County of Imperial

**STAFF**  
*William S. Brunet*  
Executive Director

*Sylvia Bermudez*  
Executive Secretary

1. Meeting was called to order by Chair Sedalia Sanders; Member present:
  - Ryan Kelley, City of Brawley
  - Brian Smith, City of Calipatria
  - Sedalia Sanders, City of El Centro
  - David Bradshaw, City of Holtville
  - Mark Gran, City of Imperial
  - Michael W. Kelley, County of Imperial
  - Jack Terrazas, County of Imperial
2. There was no Public Comment received.
3. On motion by Councilmember Smith and second by Councilmember R. Kelley, approved the Minutes for March 24, 2010.
4. On motion by Councilmember R. Kelley and second by Councilmember Bradshaw, accepted the legal opinion from Office of County Counsel regarding use of Local Transportation Authority (LTA) two percent (2%) Transit funds and directed staff to continue with the transfer of administrative responsibilities to ICTC.
5. On motion by Councilmember Gran and second by Councilmember R. Kelley, reviewed proposed revisions to bylaws of the Local Transportation Authority and directed staff to return with final changes at the June meeting.
6. **CLOSED SESSION** - Motioned to convene to Closed Session.
  - a. **Government Code §54956.9(a)** Conference with Legal Counsel, Existing Litigation, City of Calipatria *vs.* Local Transportation Authority & County of Imperial, *et al.*, Superior Court Case No. ECU04810. ***Representatives from the City of Calipatria and County of Imperial were excused from discussion. Direction given to staff.***
7. The regular meeting of the Local Transportation Authority adjourned at 7:05 p.m. The next meeting was scheduled for June 23, 2010.

**SYLVIA BERMUDEZ**  
Executive Secretary  
Local Transportation Authority