



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, JUNE 23, 2021

6:00 PM or immediately after the ICTC meeting

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

CHAIRPERSON: CHERYL VIEGAS-WALKER

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.

To participate on your computer via Zoom Meeting:

<https://us06web.zoom.us/j/81411819190?pwd=Y0F3ajR3VWVWdm9DSmhaa3lXalB4dz09>

To Join by phone please dial (669) 900-9128

Meeting ID: 814 1181 9190 #

Passcode: 094427 #

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 Orders N-29-20 and N-08-21, the meeting will continue to be held telephonically and electronically until September 30, 2021. 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: <https://www.ltaimperial.com/authority-governance/board-of-directors/agendas-and-minutes>. If any member of the public wishes to address the Authority, please submit written comments by 5 p.m. on Tuesday, June 22, 2021. Comments should not exceed three minutes on any item of interest not on the agenda within the jurisdiction of the Authority. The Authority 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 LTA Board Draft Minutes May 26, 2021 Page 4

V. REPORTS

- A. LTA Executive Director Report Page 7

VI. ACTION CALENDAR

- A. LTA Administrative Services Budget FY 2021-22 Page 9

ICTC Staff forwards this item to the LTA Board for their review and approval after public comment, if any:

1. Approve the FY 2021-22 Administrative Services Budget for the Local Transportation Authority

- B. Legal Services Agreement FY 2021-22 to FY 2023-24; County of Imperial and the Local Transportation Authority (LTA) Page 12

ICTC Staff forwards this item to the LTA Board for their review and approval after public comment, if any:

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 \$10,000 annually effective July 1, 2021, through June 30, 2024.
2. Direct staff to forward the agreement to the County of Imperial.

VII. ADJOURNMENT

- A. Motion to Adjourn.

IV. CONSENT CALENDAR

- A. APPROVAL OF LTA BOARD DRAFT
MINUTES FOR May 26, 2021



Imperial County Local Transportation Authority

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

**MINUTES FOR
MAY 26, 2021**

VOTING MEMBERS PRESENT:

City of Brawley	George Nava via zoom
City of Calexico	Javier Moreno via zoom
City of Calipatria	Maria Nava-Froelich via zoom
City of El Centro	Cheryl Viegas-Walker-Chair via zoom
City of Imperial	Robert Amparano via zoom
City of Holtville	Mike Goodsell via zoom
County of Imperial	Luis Plancarte via zoom
County of Imperial	Ryan Kelly via zoom
City of Westmorland	Absent

STAFF PRESENT: Mark Baza, David Aguirre, Cristi Lerma, Michelle Bastidas, Audrie Tapia, Marlene Flores, Virginia Mendoza, Layla Sarwari and Eric Havens via zoom (Counsel)

OTHERS PRESENT: David Salgado: SCAG, Javier Gonzalez: Imperial Irrigation District

I. CALL TO ORDER AND ROLL CALL

Meeting was called to order by Chair Viegas-Walker at 7:25 p.m. and roll call was taken.

II. EMERGENCY ITEMS

There were none.

III. PUBLIC COMMENTS

There were none.

IV. CONSENT CALENDAR

A. Approval of LTA Board Draft Minutes March 24, 2021

B. Audit and Accountancy Agreement for the Local Transportation Authority (LTA) for FY 2020-21, FY 2021-22, and FY 2022-23.

The ICTC Management Committee met on May 12, 2021 and forwarded this item to the Authority for review and approval after public comment, if any:

1. Authorized the Chairman to sign the agreement and engagement letter for financial audit services effective July 1, 2021, for the audit period FY 2020-21, FY 2021-22 and FY 2022-

23 with the firm of Vasquez and Co., LLP for the not to exceed annual fees per the following schedule:

- a. For the audit period July 1, 2021 through June 30, 2022, the annual not to exceed fee set at \$73,000.00
- b. For the audit period July 1, 2022 through June 30, 2023, the annual not to exceed fee set at \$75,190.00
- c. For the audit period July 1, 2023 through June 30, 2024, the annual not to exceed fee set at \$77,446.00

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

Agency	Roll Call
City of Brawley	Yes
City of Calipatria	Yes
City of Calexico	Yes
City of El Centro	Yes
City of Holtville	Yes
City of Imperial	Yes
County of Imperial <small>Plancarte</small>	Yes
County of Imperial <small>Kelley</small>	Absent
City of Westmorland	Absent

Motion Passed.

V. REPORTS

- A. The Executive Director Report was on page 24 of the agenda. There were no questions.

VI. ADJOURNMENT

- A. Meeting Adjourned at 7.29 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: June 17, 2021
To: Local Transportation Authority
From: Mark Baza, Executive Director
Re: Executive Director's Report

The following is a summary of the Executive Director's Report for the LTA meeting of June 23, 2021.

1. 2012 LTA Bond Projects: The following lists the remaining funds for the LTA 2012 Bonds.
 - a. The City of Brawley will be using their remaining bond proceeds for the Legion Street Improvement Phase 3 project. Staff has indicated that this project will commence April 2021 and a final 2012 Bond request will be submitted in the summer of 2021.

2012 Original Bond Funds	
Brawley	\$8,155,000
Calexico	\$15,410,000
Calipatria	\$2,305,000
Imperial	\$6,170,000
County	\$21,935,000

Remaining Bond Funds*		% Spent
Brawley	\$314,705	96%
Calexico	\$0	100%
Calipatria	\$0	100%
Imperial	\$0	100%
County	\$0	100%

*Remaining Project Bond funds as of Bank Statements dated 5-31-21

2. 2018 LTA Bond Projects: The following lists the remaining funds for the LTA 2022 Bond.

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

Remaining Bond Funds*		% Spent
Calexico	\$6,699,814	46%
Calipatria	\$126,333	91%
Holtville	\$0	100%

*Remaining Project Bond funds as of Bank Statements dated 5-31-21

3. LTA 2% Transit Set-Aside
 - a. Total Allocations for FY 2020-21
 - IVT Ride \$250,000 (Brawley, Calexico, Imperial, El Centro, Heber & West Shores)
 - Available Balance 6/17/21 \$404,444
4. LTA 5% Highway Set-Aside
 - a. Processed Disbursements \$2,473,198
 - b. Pending projects \$5,139,215
 - Traffic Signal SR 86 & Dogwood Rd Imperial County, \$1,680,815
 - Forrester Road PSR, \$384,739
 - SR 86 Border Patrol Checkpoint, \$1,032,361
 - Calexico East Port of Entry Bridge Expansion, \$1,841,300
 - ICTC: State Route 98 from Ollie Ave & Rockwood Ave, \$200,000
 - c. LTA 5% Regional Hwy Available Balance as of 6/17/2021: \$2,902,653

VI. ACTION CALENDAR

A. LTA Administrative Services Budget FY 2021-22

1. Approve the FY 2021-22 Administrative Services Budget for the Local Transportation Authority



Imperial County Local Transportation Authority

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June 15, 2021

Cheryl Viegas-Walker, Chairperson
Local Transportation Authority
1503 N Imperial Ave., Suite 104
El Centro, CA 92243

SUBJECT: LTA Administrative Services Budget FY 2021-22

Dear Board Members:

Attached, please find the Administrative Services Budget for the Local Transportation Authority (LTA). The Administrative Budget is funded by 1% of the revenues received annually for the LTA program. Staff has estimated costs for the auditing, legal, office expenses and staff salaries associated for the proper oversight functions.

ICTC Staff forwards this item to the LTA Board for their review and approval after public comment, if any:

1. Approve the FY 2021-22 Administrative Services Budget for the Local Transportation Authority

Sincerely,

MARK BAZA
Executive Director

Attachment

MB/da/cl



Imperial County Local Transportation Authority

	Requested FY 2019-20	Requested FY 2020-21	Estimated Actual FY 2020-21	Requested FY 2021-22	
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REVENUES

LOCAL TRANSPORTATION AUTHORITY (7418001)	\$207,667	\$144,315	\$170,990	\$195,802	36%
TOTAL	\$207,667	\$144,315	\$170,990	\$195,802	36%

EXPENSES

Communications - Phone charges	\$ 450	\$ 450	\$ 402	\$ 430	-4%
Communications - Cell Phone	\$ 700	\$ 300	\$ 250	\$ 450	50%
Memberships	\$ 2,800	\$ 2,800	\$ 2,800	\$ 2,800	0%
Office Expense	\$ 1,200	\$ 1,000	\$ 900	\$ 1,600	60%
LTA Staffing & Support (ICTC)	\$ 87,115	\$ 25,467	\$ 25,497	\$ 75,657	197%
Professional & Special Services	\$ 7,000	\$ 5,800	\$ 3,750	\$ 6,711	16%
Legal Support COI	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	0%
Overhead reimbursement	\$ 5,000	\$ 3,500	\$ 7,279	\$ 7,279	108%
Prof & Spec Svs Audits	\$ 76,500	\$ 78,030	\$ 78,030	\$ 73,000	-6%
Rents & Leases Equipment	\$ 1,178	\$ 1,178	\$ 1,197	\$ 1,180	0%
Rents and Leases	\$ 13,257	\$ 14,150	\$ 13,258	\$ 13,615	-4%
Utilities	\$ 1,467	\$ 1,640	\$ 1,564	\$ 2,080	27%
Equipment	\$ 1,000	\$ -	\$ -	\$ 1,000	100%
Totals	\$ 207,667	\$144,315	\$144,927	\$195,802	
Revenues	\$ 207,667	\$ 144,315	\$ 170,990	\$ 195,802	36%
Expenditures	\$ 207,667	\$ 144,315	\$ 144,927	\$ 195,802	36%
Net	\$ -	\$ 0	\$ 26,063	\$ (0)	

VI. ACTION CALENDAR

B. Legal Services Agreement FY 2021-22 to FY 2023-24; County of Imperial and the Local Transportation Authority (LTA)

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 \$10,000 annually effective July 1, 2021, through June 30, 2024.

2. Direct Staff to forward the agreement to the County of Imperial



Imperial County Local Transportation Authority

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June 17, 2021

Cheryl Viegas-Walker, Chairperson
Imperial County Transportation Commission
1503 N. Imperial Ave., Suite 104
El Centro, CA 92243

SUBJECT: Legal Services Agreement FY 2021-22 to FY 2023-24; County of Imperial and the Local Transportation Authority (LTA)

Dear Commission Members:

The County's Office of County Counsel has provided generalized legal services to the Authority since 2012. LTA and County Counsel staff have calculated an approximate cost for services and developed an agreement for the continuation of services for an additional three years; FY 2021-22, FY 2022-23, and FY 2023-24. The proposed annual contract value remains the same as the previous two years at \$10,000 per year.

In the last two years, LTA staff has completed a significant number of Memorandum of Understanding, consultant agreements, research of legislation, bond refinancing and many other activities. Staff would not have been able to complete this volume of work without the assistance of legal staff who understand the LTA program.

Funding for this project is expected to be in the LTA Administrative Services Budget FY 2021-22, anticipated to be approved on June 23, 2021.

The original contract and all exhibits referenced in the extension document are available for review at the ICTC administrative offices by request.

ICTC staff forwards this item to the LTA Board for their review and approval after public comment, if any:

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 \$10,000 annually effective July, 1 2021 through June 30, 2024.
2. Direct staff to forward the agreement to the County of Imperial.

Sincerely,

MARK BAZA
Executive Director

Attachment

**AGREEMENT FOR LEGAL SERVICES BETWEEN
IMPERIAL COUNTY AND
IMPERIAL COUNTY LOCAL TRANSPORTATION AUTHORITY**

This Agreement for legal services (hereinafter "Agreement") made by and between Imperial County, a political subdivision of the State of California (hereinafter "County"), and Imperial County Local Transportation Authority (hereinafter "LTA") (individually, "Party;" collectively, "Parties") shall be as follows:.

WITNESSETH:

WHEREAS, LTA intends to function in compliance with California Public Utilities Code Section 180000 *et. seq.* as an independent agency while minimizing the costs of independence; and

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

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

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

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

1. TERM. This Agreement shall become effective July 1, 2021 and remain in effect until June 30, 2024. It may be renewed upon the mutual, written, consent of both Parties.

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

3. SCOPE OF SERVICES. County Counsel shall provide LTA with the following general legal services if such service is authorized by the Executive Director or his/her designee: act as legal advisor to LTA; attend LTA public and private meetings on an as-needed basis;

1 provide legal opinions or analysis on issues that arise; draft contracts or other documents; attend
2 training sessions or conferences; provide any additional services necessary for general legal
3 representation. Specifically excluded from the scope of services are matters pertaining to
4 litigation. Any legal services for matters involving litigation shall be provided only after both
5 Parties have agreed in writing to such services being provided.

6 **4. COMPENSATION FOR SERVICES.** In consideration of all services rendered
7 by County Counsel, LTA agrees to pay County Counsel for the performance of legal services
8 described above. The annual cost of the services shall be ten thousand dollars (\$10,000.00), to be
9 paid on a quarterly basis of two thousand five hundred dollars (\$2,500.00). LTA shall also pay for
10 the cost of all appropriate training for attorneys and staff as approved by LTA and County
11 Counsel.

12 **5. DELEGATION AND ASSIGNMENT.** County and the LTA Executive Director
13 may enter into such other subsidiary agreements as may be necessary to implement and effectuate
14 the intention of this Agreement and fulfill its purposes; provided, however, no such agreement
15 may change the total amount of obligation payable by LTA without the prior approval 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
1503 N. Imperial Avenue, Suite 104
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:**

**IMPERIAL COUNTY LOCAL
TRANSPORTATION AUTHORITY:**

7
8
9 By: _____
10 MICHAEL W. KELLEY
11 Chairman of the Board of Supervisors

By: _____
CHERYL VIEGAS-WALKER
Chair of the Board

12 **ATTEST:**

ATTEST:

13
14
15 By: _____
16 BLANCA ACOSTA
Clerk of the Board of Supervisors

By: _____
CRISTI LERMA
Secretary to the Authority

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

18
19
20 By: _____
21 ADAM G. CROOK
22 County Counsel

By: _____
ERIC HAVENS
Assistant County Counsel