



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 24, 2020**  
**6:00 PM or immediately after the ICTC meeting**

**REMOTE PARTICIPATION ONLY**

**CHAIRPERSON: GEORGE NAVA**

**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://zoom.us/j/96823615307?pwd=Z1BLTSUUFd3N1ZrNWx3NmVsRFp1QT09>

**To participate by phone:**

**1 (669) 900-9128**

**Meeting ID: 968 2361 5307#**

**Password: 872117#**

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

**II. EMERGENCY ITEMS**

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

**III. PUBLIC COMMENTS**

Public health directives are 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. 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 [crستيرlerma@imperialctc.org](mailto:crستيرlerma@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 23, 2020. 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 March 25, 2020 Page 4

- B. Amendment #1 to the Agreement for the Local Transportation Authority Measure D Funds Transactions Tax Audit Services Page 8

The ICTC Management Committee met on June 10, 2020 forwards this item to the LTA Board for their review and approval after public comment, if any:

- 1. Authorize the Chairperson to sign Modification #1 to the Agreement for Measure D Funds Transactions Audit Services between the Hinderliter, de Llamas and Associates and the Local Transportation Authority.

**V. REPORTS**

- A. LTA Executive Director Report Page 33

**VI. ACTION CALENDAR**

- A. LTA Administrative Services Budget FY 2020-21 Page 36

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

- 1. Approve the FY 2020-21 Administrative Services Budget for the Local Transportation Authority

**VII. ADJOURNMENT**

- A. Motion to Adjourn

## **IV. CONSENT CALENDAR**

- A. APPROVAL OF LTA BOARD DRAFT MINUTES FOR MARCH 25, 2020

**MINUTES FOR  
MARCH 25, 2020**

**VOTING MEMBERS PRESENT:**

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

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

**OTHERS PRESENT:** David Salgado: SCAG; Ann Fox: Caltrans; Bob Douthitt, Daveline Villasenor: IVRMA; Phil White: VTD

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The following action minutes are listed as they were acted upon by the Imperial County Transportation Commission and as listed on the agenda for the meeting held Wednesday, February 26, 2020 together with staff reports and related documents attached thereto and incorporated therein by reference.

*Due to the COVID-19 and Executive Order N-25-20, teleconferencing was recommended for the public, and social distancing were taken for those who wished to participate in person while still abiding by local, state and federal mandates.*

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

Meeting was called to order by Chair Nava at 7:11 p.m. and roll call was taken.

**II. EMERGENCY ITEMS**

There were none.

**III. PUBLIC COMMENTS**

There were none.

**IV. CONSENT CALENDAR**

A. A motion was made by [Ritchie](#) and seconded by [Amparano](#) to approve the consent calendar as presented.

<b>Agency</b>	<b>Roll Call</b>
City of Brawley	Yes
City of Calipatria	Yes
City of Calexico	Yes

City of El Centro	Yes
City of Holtville	Yes
City of Imperial	Yes
County of Imperial	Yes
County of Imperial	Absent
City of Westmorland	Yes

**Motion carried unanimously.**

**V. REPORTS**

- A. The Executive Director Report was on page 4 of the agenda. There were no questions.

**VI. ACTION CALENDAR**

- A. Adoption of the Imperial County Local Transportation Authority Annual Financial Audit for Fiscal Year Ended June 30, 2019

The ICTC Management Committee met on March 11, 2020 and forwards this item to the LTA Board for review and approval after public comment, if any:

- 1. Received, Approved and Filed the FY 2017-18 Imperial County Local Transportation Authority Annual Financial Audit for the following agencies: Brawley, Calexico, Calipatria, El Centro, Holtville, Imperial, Westmorland, the County of Imperial and the ICLTA.

A motion was made by [Amparano](#) and seconded by [Pacheco](#).

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

**Motion carried unanimously.**

- B. City of Westmorland – recommendation to release LTA Bond action from July 25, 2018

The LTA “Oversight Committee met on February 22, 2020 and forwards this item to the LTA Board for review and approval after public comment, if any:

- 1. Directed staff to allow the City of Westmorland to receive their monthly LTA allocation without a claim/reimbursement process.

A motion was made by [Nava-Froelich](#) and seconded by [Predmore](#),

<b>Agency</b>	<b>Roll Call</b>
City of Brawley	Yes
City of Calipatria	Yes
City of Calexico	Yes
City of El Centro	Yes
City of Holtville	Yes

City of Imperial	Yes
County of Imperial	Yes
County of Imperial	Absent
City of Westmorland	Yes

**Motion Carried** unanimously.

**VII. ADJOURMENT**

A. Meeting Adjourned at 7:22 p.m.

## **IV. CONSENT CALENDAR**

- B. Amendment #1 to the Agreement for the Local Transportation Authority Measure D Funds Transactions Tax Audit Services

June 15, 2020

George Nava, Chairman  
Local Transportation Authority  
1503 N. Imperial Ave., Suite 104  
El Centro, CA 92243

SUBJECT: Amendment #1 to the Agreement for the Local Transportation Authority Measure D  
Funds Transactions Tax Audit Services

Dear Board Members:

LTA intends to continue an agreement with Hinderliter, de Llamas and Associates (HDL) to provide on-going Transactions Audit services for the Measure D Funds. HDL on behalf of LTA will continue to verify the accuracy of the current reporting methodology and obtain the necessary documentation for the Board of Equalization, to bill for uncollected transactions and use tax payments or modify misallocated payments and to return revenues that may be due to the LTA. HDL currently provides similar services to the County of Imperial and the cities of Brawley, Calexico, El Centro, Holtville, and Imperial.

HDL shall be compensated only when new transactions tax revenue is received as a result of audit and recovery work performed. HDL shall be compensated 25% of the new transactions tax revenue as stated in the agreement attached.

The ICTC Management Committee met on June 10, 2020 and forwards this item to the LTA Board for their review and approval, after the receipt of public comment:

1. Authorize the Chairperson to sign Modification #1 to the Agreement for Measure D Funds Transactions Audit Services between the Hinderliter, de Llamas and Associates and the Local Transportation Authority.

Sincerely,



MARK BAZA  
Executive Director

Attachment  
MB/cl



1 AMENDMENT #1 TO AGREEMENT FOR SERVICES

2 **HINDERLITER, DE LLAMA & ASSOCIATES**

3 THIS FIRST AMENDMENT OF AGREEMENT FOR SERVICES (“Amendment #1”), made and  
4 entered into effective the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the **Imperial County Local**  
5 **Transportation Authority**, a local transportation authority pursuant to Public Utilities Code sections  
6 180000 *et seq.*, (“LTA”) and **HINDERLITER, DE LLAMAS & ASSOCIATES**, an active California  
7 corporation (“CONSULTANT”) (individually, “Party;” collectively, “Parties”) shall be as follows:

8 **RECITALS**

9 **WHEREAS**, on June 28, 2017, LTA and CONSULTANT entered into an Agreement for Services  
10 (“Agreement”) for CONSULTANT to provide on-going Transactions Audit services for the Measure D  
11 Funds (“Project”), attached hereto as **Exhibit “1,”**; and

12 **WHEREAS**, the term of the Agreement is set to expire on June 28, 2020; and

13 **WHEREAS**, the Agreement permits the Parties to renew the term of the Agreement upon the  
14 mutual, written, consent of both Parties; and

15 **WHEREAS**, the Parties desire to extend the term of the Agreement for an additional three (3) years,  
16 subject to the terms and conditions provided for herein.

17 **NOW, THEREFORE**, in consideration of their mutual covenants, LTA and CONSULTANT  
18 agree to the following:

19 **A.** Paragraph 9. entitled “TERM AND TIME FOR COMPLETION OF WORK” is amended to read  
20 as follows:

21 “9. TERM AND TIME FOR COMPLETION OF WORK

22 The term of Agreement shall be for three (3) years commencing June 28, 2020 to June 28,  
23 2023, subject to written acceptance by both parties. This Agreement may be renewed upon the  
24 mutual, written, consent of both Parties.”

25 **B.** All other terms and conditions of the Agreement remain in full force and effect.

26 ///

27 ///

28 ///

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

3 **IMPERIAL COUNTY LOCAL**  
4 **TRANSPORTATION AUTHORITY**

**HINDERLITER, DE LLAMAS &**  
**ASSOCIATES**

5  
6  
7 By: \_\_\_\_\_  
8     GEORGE NAVA  
9     Chairman of the Board of Directors

By:  \_\_\_\_\_  
ROBERT ANDREW NICKERSON  
President / CEO

10 **ATTEST:**

11  
12 \_\_\_\_\_  
13 CRISTI LERMA  
14 Secretary of the Board of Directors

15 **APPROVED AS TO FORM:**

16     ADAM G. CROOK  
17     County Counsel

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

AGREEMENT FOR SERVICES

1  
2  
3 THIS AGREEMENT FOR SERVICES (“Agreement”), made and entered into this 28<sup>th</sup> day  
4 of June, 2017, is by and between the IMPERIAL COUNTY LOCAL  
5 TRANSPORTATION AUTHORITY (“ICLTA”) and HINDERLITER, DE LLAMAS &  
6 ASSOCIATES, a California corporation (“CONTRACTOR”).

7 WITNESSETH

8 WHEREAS, ICLTA desires to retain a qualified individual, firm or business entity to provide  
9 professional services for transactions & use tax audit & information services (“the Project”); and

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

13 NOW, THEREFORE, ICLTA and CONTRACTOR have and hereby agree to the following:

14 1. PARTIES TO AGREEMENT.

15 This Agreement is by and between ICLTA and CONTRACTOR. ICLTA and CONTRACTOR  
16 are individually referred to as “Party” and collectively as “Parties.”

17 2. CONTRACT COORDINATION.

18 2.1. The Executive Director shall be the representative of ICLTA for all purposes under this  
19 Agreement. The Executive Director, or a designated representative, is hereby designated as the Contract  
20 Manager for ICLTA and shall supervise the progress and execution of this Agreement.

21 2.2. CONTRACTOR shall assign a single Contract Manager to have overall responsibility for  
22 the progress and execution of this Agreement. Should circumstances or conditions subsequent to the  
23 execution of this Agreement require a substitute Contract Manager for any reason, the Contract  
24 Manager’s designee shall be subject to the prior written acceptance and approval of ICLTA.

25 3. DESCRIPTION OF WORK.

26 3.1. CONTRACTOR shall provide all materials and labor to perform this Agreement as set  
27 forth in Exhibit “A” attached hereto. In the event of a conflict among this Agreement and Exhibit “A,”  
28 this Agreement shall take precedence.

1 3.2. CONTRACTOR shall perform additional or extra work if required, utilizing the rates set  
2 forth in **Exhibit "B."**

3 4. WORK TO BE PERFORMED BY CONTRACTOR.

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

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

8 4.3. CONTRACTOR 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  
11 performed by CONTRACTOR pursuant to this Agreement;

12 4.3.2. Use the standard of care usual to CONTRACTOR'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  
15 Agreement, any materials used in CONTRACTOR's performance under this Agreement or the  
16 conduct of the services under this Agreement;

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

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

23 4.4. Any videotape, reports, information, data or other material given to, or prepared or  
24 assembled by, CONTRACTOR pursuant to this Agreement shall be the property of ICLTA and shall not  
25 be made available to any individual or organization by CONTRACTOR without the prior written  
26 approval of ICLTA.

27 ///

28 ///

1     5.     REPRESENTATIONS BY CONTRACTOR.

2             5.1.     CONTRACTOR understands and agrees that ICLTA has limited knowledge in the  
3 multiple areas specified in the Proposal. CONTRACTOR has represented itself to be expert in these  
4 fields and understands that ICLTA is relying upon such representation.

5             5.2.     Subject to 5.2.1, CONTRACTOR represents and warrants that it is a lawful entity  
6 possessing all required licenses and authorities to do business in the State of California and perform all  
7 aspects of this Agreement.

8                     5.2.1. CONTRACTOR shall not commence any work pursuant to this Agreement or  
9 provide any other services, or materials, in connection therewith until CONTRACTOR has  
10 received written authorization from ICLTA to do so.

11             5.3.     CONTRACTOR represents and warrants that the people executing this Agreement on  
12 behalf of CONTRACTOR have the authority of CONTRACTOR to sign this Agreement and bind  
13 CONTRACTOR to the performance of all duties and obligations assumed by CONTRACTOR herein.

14             5.4.     CONTRACTOR represents and warrants that any employee, contractor and/or agent who  
15 will be performing any of the duties and obligations of CONTRACTOR herein possess all required  
16 licenses and authorities, as well as the experience and training, to perform such tasks.

17             5.5.     CONTRACTOR represents and warrants that the allegations contained in **Exhibit "A"**  
18 are true and correct.

19             5.6.     CONTRACTOR understands that ICLTA considers the representations made herein to be  
20 material and would not enter into this Agreement with CONTRACTOR if such representations were not  
21 made.

22     6.     COMPENSATION.

23             The total compensation payable under this Agreement shall be at the rates set forth in **Exhibit**  
24 **"B"** unless otherwise previously agreed to by ICLTA.

25     7.     PAYMENT.

26             CONTRACTOR will bill ICLTA on a time and material basis upon completion of the project or  
27 as set forth in the cost schedule attached hereto as **Exhibit "B."** ICLTA shall pay CONTRACTOR for  
28 completed and approved services upon presentation of its itemized billing. Notwithstanding the

1 foregoing, ICLTA shall retain 10% of the total compensation until the work to be performed has been  
2 completed in accordance with this Agreement, as determined by ICLTA, and payment in full of all  
3 subcontractors of CONTRACTOR.

4 8. METHOD OF PAYMENT.

5 CONTRACTOR shall at any time prior to the 15th day of any month, submit to ICLTA a written  
6 claim for compensation for services performed. The claim shall be in a format approved by ICLTA. No  
7 payment shall be made by ICLTA prior to the claims being approved in writing by ICLTA's  
8 Contract Manager or a designee. CONTRACTOR may expect to receive payment within a  
9 reasonable time thereafter and in any event in the normal course of business within thirty (30) days after  
10 the claim is submitted.

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

12 This Agreement shall commence on the date first written above and shall remain in effect for  
13 three (3) years, unless otherwise terminated as provided herein. This Agreement may be renewed upon  
14 the mutual, written, consent of both Parties.

15 10. SUSPENSION OF AGREEMENT.

16 ICLTA shall have the authority to suspend this Agreement, wholly or in part, for such period as  
17 deemed necessary due to unfavorable conditions or to the failure on the part of CONTRACTOR to  
18 perform any provision of this Agreement. CONTRACTOR will be paid the compensation due and  
19 payable to the date of suspension.

20 11. SUSPENSION AND/OR TERMINATION.

21 11.1. ICLTA retains the right to terminate this Agreement for any reason by notifying  
22 CONTRACTOR in writing thirty (30) days prior to termination and by paying the compensation due  
23 and payable to the date of termination; provided, however, if this Agreement is terminated for fault of  
24 CONTRACTOR, ICLTA shall be obligated to compensate CONTRACTOR only for that portion of  
25 CONTRACTOR's services which have been performed in accordance with the terms and conditions of  
26 this Agreement. Said compensation is to be arrived at by mutual agreement between ICLTA and  
27 CONTRACTOR; should the Parties fail to agree on said compensation, an independent arbitrator shall  
28 be appointed and the decision of the arbitrator shall be binding upon the Parties.

1 11.2. Upon such termination, CONTRACTOR shall immediately turn over to ICLTA any and all  
2 copies of videotapes, studies, sketches, drawings, computations and other data, whether or not completed,  
3 prepared by CONTRACTOR in connection with this Agreement. Such materials shall become the  
4 permanent property of ICLTA.

5 12. INSPECTION.

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

11 13. OWNERSHIP OF MATERIALS.

12 All original drawings, videotapes and other materials prepared by or in possession of  
13 CONTRACTOR pursuant to this Agreement shall become the permanent property of ICLTA and shall be  
14 delivered to ICLTA upon demand.

15 14. INTEREST OF CONTRACTOR.

16 14.1. CONTRACTOR covenants that it presently has no interest, and shall not acquire any  
17 interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the  
18 performance of the services hereunder.

19 14.2. CONTRACTOR covenants that, in the performance of this Agreement, no sub-contractor  
20 or person having such an interest shall be employed.

21 14.3. CONTRACTOR certifies that no one who has or will have any financial interest pursuant  
22 to this Agreement is an officer or employee of ICLTA.

23 15. INDEMNIFICATION.

24 To the furthest extent allowed by law, CONTRACTOR shall indemnify, hold harmless and defend  
25 ICLTA and its members, board members, officers, officials, employees, agents and volunteers from any  
26 and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict  
27 liability, including but not limited to personal injury, death at any time and property damage), and from  
28 any and all claims, demands and actions in law or equity (including reasonable attorney's fees and

1 litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful  
2 misconduct of CONTRACTOR, its principals, officers, employees, agents or volunteers in the  
3 performance of this Agreement.

4 If CONTRACTOR should subcontract all or any portion of the services to be performed under this  
5 Agreement, CONTRACTOR shall require each subcontractor to indemnify, hold harmless and defend  
6 ICLTA and its members, board members, officers, officials, employees, agents and volunteers in  
7 accordance with the terms of the preceding paragraph.

8 This section shall survive termination or expiration of this Agreement.

9 16. INDEPENDENT CONTRACTOR.

10 In all situations and circumstances arising out of the terms and conditions of this Agreement,  
11 CONTRACTOR is an independent contractor, and as an independent contractor, the following shall apply:

12 16.1. CONTRACTOR is not an employee or agent of ICLTA and is only responsible for the  
13 requirements and results specified by this Agreement or any other agreement.

14 16.2. CONTRACTOR shall be responsible to ICLTA only for the requirements and results  
15 specified by this Agreement and except as specifically provided in this Agreement, shall not be subject to  
16 ICLTA's control with respect to the physical actions or activities of CONTRACTOR in fulfillment of the  
17 requirements of this Agreement.

18 16.3. CONTRACTOR is not, and shall not be, entitled to receive from, or through, ICLTA, and  
19 ICLTA shall not provide, or be obligated to provide, CONTRACTOR with Worker's Compensation  
20 coverage or any other type of employment or worker insurance or benefit coverage required or provided  
21 by any Federal, State or local law or regulation for, or normally afforded to, an employee of ICLTA.

22 16.4. CONTRACTOR shall not be entitled to have ICLTA withhold or pay, and ICLTA shall not  
23 withhold or pay, on behalf of CONTRACTOR, any tax or money relating to the Social Security Old Age  
24 Pension Program, Social Security Disability Program, or any other type of pension, annuity, or disability  
25 program required or provided by any Federal, State or local law or regulation.

26 16.5. CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or make  
27 any claim against any ICLTA fringe program, including, but not limited to, ICLTA's pension plan,  
28



1 medical and health care plan, dental plan, life insurance plan, or any other type of benefit program, plan, or  
2 coverage designated for, provided to, or offered to ICLTA's employee.

3 16.6. ICLTA shall not withhold or pay, on behalf of CONTRACTOR, any Federal, State, or  
4 local tax, including, but not limited to, any personal income tax, owed by CONTRACTOR.

5 16.7. CONTRACTOR is, and at all times during the term of this Agreement, shall represent and  
6 conduct itself as an independent contractor, not as an employee of ICLTA.

7 16.8. CONTRACTOR shall not have the authority, express or implied, to act on behalf of, bind  
8 or obligate ICLTA in any way without the written consent of ICLTA.

9 17. INSURANCE.

10 Throughout the life of this Agreement, CONTRACTOR shall pay for and maintain in full force and  
11 effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by  
12 the California Insurance Commissioner to do business in the State of California and rated not less than "A-  
13 VII" in Best's Insurance Rating Guide, or (ii) authorized by ICLTA's Executive Director or his/her  
14 designee at any time and in his/her sole discretion. The following policies of insurance are required:

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

22 \$1,000,000 per occurrence for bodily injury and property damage

23 \$1,000,000 per occurrence for personal and advertising injury

24 \$1,000,000 aggregate for products and completed operations

25 \$2,000,000 general aggregate

26 (ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as  
27 broad as the most current version of Insurance Service Office (ISO) Business Auto Coverage Form  
28 CA 00 01, and include coverage for all owned, hired, and non-owned automobiles or other licensed

1 vehicles (Code 1 - Any Auto) with limits of liability of not less than \$1,000,000 per accident for  
2 bodily injury and property damage.

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

5 (iv) EMPLOYERS' LIABILITY insurance with limits of liability of not less than  
6 \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.

7 (v) PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS) insurance appropriate  
8 to CONTRACTOR'S profession, with limits of liability of not less than \$1,000,000 per  
9 claim/occurrence and \$1,000,000 policy aggregate.

10 In the event CONTRACTOR maintains insurance or self-insurance with broader coverage and/or  
11 limits of liability greater than those shown above, ICLTA requires and shall be entitled to the broader  
12 coverage and/or the higher limits of liability maintained by CONTRACTOR. Any available insurance  
13 proceeds in excess of the specified minimum limits of insurance and coverage shall be available to  
14 ICLTA.

15 CONTRACTOR shall be responsible for payment of any deductibles contained in any insurance  
16 policies required hereunder and CONTRACTOR shall also be responsible for payment of any self-insured  
17 retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the ICLTA's  
18 Executive Director or his/her designee. At the option of the ICLTA's Executive Director or his/her  
19 designee, either: (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as  
20 respects to ICLTA, its board members, officers, employees, agents and volunteers: or (ii) CONTRACTOR  
21 shall provide a financial guarantee, satisfactory to ICLTA's Executive Director or his/her designee,  
22 guaranteeing payment of losses and related investigations, claim administration and defense expenses. At  
23 no time shall ICLTA be responsible for the payment of any deductibles or self-insured retentions.

24 All policies of insurance required hereunder shall be endorsed to provide that the coverage shall  
25 not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar day  
26 written notice has been given to ICLTA. Upon issuance by the insurer, broker, or agent of a notice of  
27 cancellation, nonrenewal, or reduction in coverage or in limits, CONTRACTOR shall furnish ICLTA with  
28 a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire

1 during the work to be performed for ICLTA, CONTRACTOR shall provide a new certificate, and  
2 applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior  
3 to the expiration date of the expiring policy.

4 The General Liability and Automobile Liability insurance policies shall be written on an  
5 occurrence form, and shall name ICLTA and its members, board members, officers, officials, employees,  
6 agents and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so  
7 CONTRACTOR'S insurance shall be primary and no contribution shall be required of ICLTA. The  
8 coverage shall contain no special limitations on the scope of protection afforded to ICLTA, its members,  
9 board members, officers, employees, agents and volunteers. The Workers' Compensation insurance policy  
10 shall contain a waiver of subrogation as to ICLTA, its members, board members, officers, employees,  
11 agents and volunteers.

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

- 14 1. The retroactive date must be shown, and must be before the effective date of the  
15 Agreement or the commencement of work by CONTRACTOR.
- 16 2. Insurance must be maintained and evidence of insurance must be provided for at least 3  
17 years after any expiration or termination of the Agreement or, in the alternative, the  
18 policy shall be endorsed to provide not less than a 3-year discovery period.
- 19 3. If coverage is canceled or non-renewed, and not replaced with another claims-made  
20 policy form with a retroactive date prior to the effective date of the Agreement or the  
21 commencement of work by CONTRACTOR, CONTRACTOR must purchase extended  
reporting coverage for a minimum of 3 years following the expiration or termination of  
the Agreement.
- 22 4. A copy of the claims reporting requirements must be submitted to ICLTA for review.
- 23 5. These requirements shall survive expiration or termination of the Agreement.

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

1 If at any time during the life of this Agreement or any extension, CONTRACTOR or any of its  
2 subcontractors fail to maintain any required insurance in full force and effect, all work under this  
3 Agreement shall be discontinued immediately, and all payments due or that become due to  
4 CONTRACTOR shall be withheld until notice is received by ICLTA that the required insurance has been  
5 restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to  
6 ICLTA. Any failure to maintain the required insurance shall be sufficient cause for ICLTA to terminate  
7 this Agreement. No action taken by ICLTA hereunder shall in any way relieve CONTRACTOR of its  
8 responsibilities under this Agreement.

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

18 If CONTRACTOR should subcontract all or any portion of the services to be performed under this  
19 Agreement, CONTRACTOR shall require each subcontractor to provide insurance protection in favor of  
20 ICLTA, its board members, officers, employees, agents and volunteers in accordance with the terms of  
21 each of the preceding paragraphs, except that the subcontractors' certificates and endorsements shall be on  
22 file with CONTRACTOR and ICLTA prior to the commencement of any work by the subcontractor.

23 18. CONFIDENTIALITY REQUIREMENTS.

24 The following conditions specified in Section 7056 (b), (1) of the State of California Revenue  
25 and Taxation Code are hereby made part of this agreement:

- 26 A. CONTRACTOR is authorized by this Agreement to examine sales, use or transactions and use  
27 tax records of the Board of Equalization provided to ICLTA pursuant to contract under the  
28 Bradley-Burns Uniform Sales and Use Tax Law.

1 B. CONTRACTOR is required to disclose information contained in, or derived from, those sales,  
2 use or transactions and use tax records only to an officer or employee of the ICLTA who is  
3 authorized by resolution to examine the information.

4 C. CONTRACTOR is prohibited from performing consulting services for a retailer, as defined in  
5 California Revenue & Taxation Code Section 6015, during the term of this Agreement.

6 D. CONTRACTOR is prohibited from retaining the information contained in, or derived from  
7 those sales or transactions and use tax records, after this Agreement has expired. Information  
8 obtained by examination of Board of Equalization records shall be used only for purposes  
9 related to collection of local sales and use tax or for other governmental functions of the  
10 ICLTA as set forth by resolution adopted pursuant to Section 7056 (b) of the Revenue and  
11 Taxation Code. The resolution shall designate the CONTRACTOR as a person, authorized to  
12 examine sales and use tax records and certify that this Agreement meets the requirements set  
13 forth above and in Section 7056 (b), (1) of the Revenue and Taxation Code.

14 19. ASSIGNMENT.

15 Neither this Agreement nor any duties or obligations hereunder shall be assignable by  
16 CONTRACTOR without the prior written consent of ICLTA. CONTRACTOR may employ other  
17 specialists to perform services as required with prior approval by ICLTA.

18 20. NON-DISCRIMINATION.

19 During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate  
20 against any employee or applicant for employment or employee of ICLTA or member of the public  
21 because of race, religion, color, national status, age, or sex. CONTRACTOR shall ensure that the  
22 evaluation and treatment of its employees and applicants for employment and employees and members of  
23 the public are free of such discrimination. CONTRACTOR shall comply with all provisions of the Fair  
24 Employment and Housing Act (Government Code §12900, *et seq.*). The applicable regulations of the Fair  
25 Employment Housing Commission implementing Government Code §12900 set forth in Chapter 5 of  
26 Division 4 of Title 2 of the California Administrative Code are incorporated into this Agreement by  
27 reference and made a part hereof as if set forth in full. CONTRACTOR shall abide by the Federal Civil  
28 Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued

1 pursuant to said Act. CONTRACTOR shall also abide by the American Disabilities Act and all  
2 amendments thereto, and all administrative rules and regulations issued pursuant to said Act.  
3 CONTRACTOR shall give written notice of its obligations under this clause to labor organizations with  
4 which it has a collective bargain or other agreement. CONTRACTOR shall include the non-  
5 discrimination and compliance provision of this paragraph in all subcontracts to perform work pursuant  
6 to this Agreement.

7 21. NOTICES AND REPORTS.

8 21.1. All notices and reports pursuant to this Agreement shall be in writing and may be given  
9 by personal delivery or by mailing by certified mail, addressed as follows:

10 **ICLTA**

11 Attn: Executive Director  
12 Imperial County Local Transportation Authority  
13 1405 N. Imperial Ave., Ste 1  
14 El Centro, CA 92243

**CONTRACTOR**

Attn: Project Manager  
Hinderliter, De Llamas & Associates  
1340 Valley Vista Drive, Suite 200  
Diamond Bar, CA 91765

15 21.2. All notices and reports pursuant to this Agreement may be given by personal delivery or  
16 by mailing by certified mail at such other address as either Party may designate in a notice to the other  
17 Party given in such manner.

18 21.3. Any notice given by mail shall be considered given when deposited in the United States  
19 Mail, postage prepaid, addressed as provided herein.

20 22. ENTIRE AGREEMENT.

21 This Agreement contains the entire agreement between ICLTA and CONTRACTOR relating to  
22 the transactions contemplated hereby and supersedes all prior or contemporaneous agreements,  
23 understandings, provisions, negotiations, representations, or statements, either written or oral.

24 23. MODIFICATION.

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

27 ///

28 ///

1 24. PARTIAL INVALIDITY.

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

5 25. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.

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

13 26. WAIVER.

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

17 27. CHOICE OF LAW.

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

21 28. ATTORNEY'S FEES.

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

24 29. AUTHORITY.

25 Each individual executing this Agreement on behalf of CONTRACTOR represents and warrants that:

26 29.1. He/She is duly authorized to execute and deliver this Agreement on behalf of  
27 CONTRACTOR;

28 ///

1 29.2. Such execution and delivery is in accordance with the terms of the Articles of  
2 Incorporation or Partnership, any by-laws or Resolutions of CONTRACTOR and;

3 29.3. This Agreement is binding upon CONTRACTOR accordance with its terms.

4 30. COUNTERPARTS.

5 This Agreement may be executed in counterparts.

6 31. REVIEW OF AGREEMENT TERMS.

7 This Agreement has been reviewed and revised by legal counsel for both ICLTA and  
8 CONTRACTOR, and no presumption or rule that ambiguities shall be construed against the drafting  
9 Party shall apply to the interpretation or enforcement of the same or any subsequent amendments  
10 thereto.

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

13 **IMPERIAL COUNTY LOCAL**  
14 **TRANSPORTATION AUTHORITY:**

**CONTRACTOR:**

15  
16 By:  \_\_\_\_\_  
17 Chair

18  
19 By:  \_\_\_\_\_  
20 For: ANDREW NICKERSON, President

21 ATTEST:

22  
23 By:  \_\_\_\_\_  
24 CRISTI LERMA, Secretary to the Authority

25 **APPROVED AS TO FORM:**

26 KATHERINE TURNER  
27 County Counsel

28 By:  \_\_\_\_\_  
ERIC HAVENS, Deputy County Counsel



## **EXHIBIT A**

The CONTRACTOR shall perform the following services:

### **A. DEFICIENCY/ALLOCATION REVIEWS AND RECOVERY**

1. CONTRACTOR shall conduct on-going reviews to identify and correct unreported transactions and use tax payments and distribution errors thereby generating previously unrealized revenue for the ICLTA. Said reviews shall include:

- (i) Comparison of county-wide local tax allocations to transactions tax for brick and mortar stores and other cash register-based businesses, where clearly all transactions are conducted on-site within the Measure “D” ICLTA boundaries, and therefore subject to transactions tax.
- (ii) Review of any significant one-time use tax allocations to ensure that there are corresponding transaction tax payments for taxpayers with nexus within the ICLTA boundaries.
- (iii) Review of state-wide transactions tax allocations and patterns to identify any obvious errors and omissions.
- (iv) Identification and follow-up with any potentially large purchasers of supplies and equipment (e.g. hospitals, universities, manufacturing plants, agricultural operations, refineries) to ensure that their major vendors are properly reporting corresponding transactions tax payments to the Measure “D” Transactions Tax District.

2. CONTRACTOR will initiate, where the probability of an error exists, contacts with the appropriate taxpayer management and accounting officials to verify whether current tax receipts accurately reflect the local sales activity. Such contacts will be conducted in a professional and courteous manner to enhance ICLTA's relations with the business community.

**B. DATA BASE MANAGEMENT, REPORTS AND STAFF SUPPORT**

1. CONTRACTOR shall establish a database containing all applicable Board of Equalization (BOE) registration data for each business within the Measure "D" District boundaries holding a seller's permit account. Said database shall also identify the quarterly transactions and use tax allocations under each account for the most current and previous quarters where available.

EXHIBIT B  
Transactions Tax Audit

The following business or businesses, located in the IMPERIAL COUNTY LOCAL TRANSPORTATION AUTHORITY have been identified as having the potential for generating additional tax revenues to the IMPERIAL COUNTY LOCAL TRANSPORTATION AUTHORITY. Contractor is hereby authorized to contact the given business(s) and the State Board of Equalization to verify the accuracy of the current reporting methodology and obtain the necessary documentation for the Board of Equalization, to bill for uncollected transactions and use tax payments or modify misallocated payments and to return revenues that may be due to the District.

Contractor's compensation shall be 25% of the new transactions tax revenue received by the District as a result of audit and recovery work performed by Contractor, as set forth in the Agreement between Contractor and ICLTA.

A. CONTRACTOR shall be paid 25% of the initial amount of new transactions or use tax revenue received by the ICLTA as a result of audit and recovery work performed by CONTRACTOR (hereafter referred to as "audit fees"). New revenue shall not include any amounts determined and verified by ICLTA or CONTRACTOR to be increment attributable to causes other than CONTRACTOR'S work pursuant to this agreement. In the event that CONTRACTOR is responsible for an increase in the tax reported by businesses already properly making tax payments to the ICLTA, it shall be CONTRACTOR'S responsibility to separate and support the incremental amount attributable to its efforts prior to the application of the audit fee. Said audit fees will apply to state fund transfers received for those specific quarters identified as being missing and/or deficient following completion of the audit by CONTRACTOR and confirmation of corrections by the State Board of Equalization but shall not apply prospectively to any future quarter. CONTRACTOR shall provide ICLTA with an itemized quarterly invoice showing all formula calculations and amounts due for audit fees.

CONTRACTOR shall obtain prior approval from ICLTA for each specific business for which payment of audit fees will be expected. Said approval shall be deemed given when the Executive Director or his/her designated representative, signs a Work Authorization form. ICLTA shall pay audit fees upon CONTRACTOR'S submittal of evidence of State fund transfers and payments to ICLTA from businesses identified in the audit and approved by the ICLTA.

B. Above sum shall constitute full reimbursement to CONTRACTOR for all direct and indirect expenses incurred by CONTRACTOR in performing audits including the salaries of CONTRACTOR'S employees, and travel expenses connected with contacting local and out-of-state businesses and the Board of Equalization staff.

C. Extra work beyond the Scope of Services set forth in this agreement shall not be performed by CONTRACTOR or reimbursed or paid for by ICLTA unless such extra work is specifically authorized in writing by Executive Director or his/her designated representative. CONTRACTOR shall be compensated for any additional services in the amounts and in the manner as agreed to by the ICLTA and CONTRACTOR at the time the ICLTA's written authorization is given to CONTRACTOR for the performance of said services.

RESOLUTION NO. 062817-4B

A RESOLUTION OF THE IMPERIAL COUNTY LOCAL TRANSPORTATION AUTHORITY AUTHORIZING EXAMINATION OF SALES, USE AND TRANSACTIONS TAX RECORDS

WHEREAS, pursuant to Ordinance 1-2008, the Imperial County Local Transportation Authority entered into a contract with the State Board of Equalization to perform all functions incident to the administration and collection of local sales, use and transactions taxes; and

WHEREAS, the Administrator of the Imperial County Local Transportation Authority deems it desirable and necessary for authorized representatives of the ICLTA to examine confidential sales, use and transactions tax records of the State Board of Equalization pertaining to sales, use and transactions taxes collected by the Board for the ICLTA pursuant to that contract; and

WHEREAS, Section 7056 of the California Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Board of Equalization records, and establishes criminal penalties for the unlawful disclosure of information contained in, or derived from, the sales, use and transactions tax records of the Board.

NOW, THEREFORE, THE IMPERIAL COUNTY LOCAL TRANSPORTATION AUTHORITY HEREBY RESOLVES AS FOLLOWS:

Section 1. That the Administrator, or other officer or employee of the ICLTA designated in writing by the Administrator to the State Board of Equalization (hereafter referred to as Board), is hereby appointed to represent the Imperial County Local Transportation Authority with authority to examine sales, use and transactions tax records of the Board pertaining to sales, use and transactions taxes collected for the ICLTA by the Board pursuant to the contract between the ICLTA and the Board. The information obtained by examination of Board records shall be used only for purposes related to the collection of ICLTA sales, use and transactions taxes by the Board pursuant to that contract.

Section 2. That the Administrator, or other officer or employee of the ICLTA designated in writing by the Administrator to the Board, is hereby appointed to represent the ICLTA with authority to examine those sales, use and transactions tax records of the Board, for purposes related to the following governmental functions of the ICLTA:

- (a) Administration
- (b) Revenue management and budgeting
- (c) Community and economic development
- (d) Business license tax administration

(a) through (d) are governmental functions that often involve use of sales tax data. Please select from this list or add categories as needed to reflect local usage of sales tax data.


The information obtained by examination of Board records shall be used only for those governmental functions of the ICLTA listed above.

Section 3. That Hinderliter, de Llamas & Associates is hereby designated to examine the sales, use and transactions tax records of the Board pertaining to sales, use and transactions taxes collected for the ICLTA by the Board. The person or entity designated by this section meets all of the following conditions:

- (a) has an existing contract with the ICLTA to examine those sales, use and transactions tax records;
- (b) is required by that contract to disclose information contained in, or derived from, those sales, use and transactions tax records only to the officer or employee authorized under Sections 1 or 2 of this resolution to examine the information.
- (c) is prohibited by that contract from performing consulting services for a retailer during the term of that contract; and
- (d) is prohibited by that contract from retaining the information contained in, or derived from those sales, use and transactions tax records, after that contract has expired.

The information obtained by examination of Board records shall be used only for purposes related to the collection of ICLTA sales, use and transactions taxes by the Board pursuant to the contract between the ICLTA and the Board and for purposes relating to the governmental functions of the ICLTA listed in section 2 of this resolution.

Introduced, approved and adopted this 28<sup>th</sup> day of July 2017.

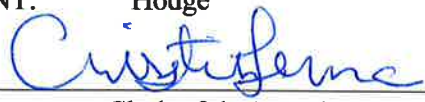
ATTEST: (s)   
Clerk of the Board

I, Cristi Lerma, Clerk of the Board of the Imperial County Local Transportation Authority, California, DO HEREBY CERTIFY that the foregoing resolution was duly introduced approved and adopted by the Imperial County Local Transportation Authority, at a regular meeting of said Authority held on the 28<sup>th</sup> day of June 2017, by the following roll call vote:

AYES: Nava, Nava-Froelich, Viegas-Walker, Predmore, Tucker, Ritchie,  
Plancarte, Kelley

NOES: None

ABSENT: Hodge

(s)   
Clerk of the Board

# **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 16, 2020  
**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 24, 2020.

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 Road project.

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	\$670,221	92%
Calexico	\$0	100%
Calipatria	\$0	100%
Imperial	\$0	100%
County	\$0	100%

\*Remaining Project Bond funds as of Bank Statements dated 5-31-20

2. 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	\$7,763,913	63%
Calipatria	\$1,398,789	96%
Holtville	\$0	100%

\*Remaining Project Bond funds as of Bank Statements dated 5-31-20

3. LTA Ordinance Requirements: The following has been shared with TAC members.

**-Maintenance of Effort (MOE)** will be required from all agencies. Agencies that have not submitted MOE’s in the past will be provided instructions on future submittals.

**-5 Year Program of Projects** – All agencies shall submit a 5 Year Program of Projects yearly.

*Need to approve ASAP:*

Brawley FY 19-20 thru FY 24-25

Holtville FY 19-20 thru FY 24-25

*Current but will need update:*

El Centro FY 20-21 thru FY 25-26

County FY 20-21 thru FY 25-26

**-Completed list of projects** - All agencies must submit to ICTC a list of completed projects funded by LTA for FY 2019-20.

4. 2020 Bond Refunding – in process

Participating agencies: Cities of Brawley, Calexico, Calipatria, Imperial, County of Imperial

- Estimated Annual Cashflow Savings:

- City of Brawley \$467,070
- City of Calexico \$341,477
- City of Calipatria \$124,687
- City of Imperial \$349,473
- County of Imperial \$532,362
- Total: \$ 1,815,068

## **VI. ACTION CALENDAR**

A. LTA Administrative Services Budget FY 2020-21

June 15, 2020

George Nava, Chairman  
Local Transportation Authority  
1503 N Imperial Ave., Suite 104  
El Centro, CA 92243

SUBJECT: LTA Administrative Services Budget FY 2020-21

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 expense 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 2020-21 Administrative Services Budget for the Local Transportation Authority

Sincerely,

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

MARK BAZA  
Executive Director

Attachment

MB/da/cl



**Imperial County Local Transportation Authority**

	<b>Requested</b>	<b>Estimated Actual</b>	<b>Requested</b>	
	<b>FY 2019-20</b>	<b>FY 2019-20</b>	<b>FY 2020-21</b>	

**REVENUES**

<b>LOCAL TRANSPORTATION AUTHORITY 1% Administration (7418001)</b>	\$207,667	\$192,833	\$144,315	-31%
<b>TOTAL</b>	\$207,667	\$192,833	\$144,315	-31%

**EXPENSES**

Communications - Phone charges	\$ 450	\$ 390	\$ 450	0%
Communications - Cell Phone	\$ 700	\$ 609	\$ 300	-57%
Memberships	\$ 2,800	\$ 2,800	\$ 2,800	0%
Office Expense	\$ 1,200	\$ 1,100	\$ 1,000	-17%
LTA Staffing & Support (ICTC)	\$ 87,115	\$ 89,783	\$ 25,467	-71%
Professional & Special Services	\$ 7,000	\$ 3,950	\$ 5,800	-17%
Legal Support COI	\$ 10,000	\$ 10,000	\$ 10,000	0%
Overhead reimbursement	\$ 5,000	\$ 6,918	\$ 3,500	-30%
Prof & Spec Svs Audits	\$ 76,500	\$ 76,500	\$ 78,030	2%
Rents & Leases Equipment	\$ 1,178	\$ 1,178	\$ 1,178	0%
Rents and Leases	\$ 13,257	\$ 13,258	\$ 14,150	7%
Utilities	\$ 1,467	\$ 1,633	\$ 1,640	12%
Equipment	\$ 1,000	\$ 807	\$ -	-100%
<b>Totals</b>	\$207,667	\$208,926	\$144,315	
Revenues	\$ 207,667	\$ 192,833	\$ 144,315	-31%
Expenditures	\$ 207,667	\$ 208,926	\$ 144,315	-31%
Net	\$ 0	\$ (16,093)	\$ 0	