



Imperial County Local Transportation Authority

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

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## AGENDA

**WEDNESDAY, JULY 24, 2019**  
**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: ROBERT AMPARANO**

**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.

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### **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 Authority for a period not to 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 June 26, 2019 Page 3

### **V. REPORTS**

A. LTA Executive Director Report on Page 5

### **VI. ACTION CALENDAR**

A. Legal Services Agreement FY 2019-20 to FY 2020-21; County of Imperial and the Local Transportation Authority (LTA) Page 6

The ICTC Management Committee met on May 8, 2019 and forwards this item to the LTA Board for 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, 2019 through June 30, 2021.
2. Direct staff to forward the agreement to the County of Imperial.

**VII. ADJOURNMENT**

- A. Motion to Adjourn



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MINUTES FOR  
FEBRUARY 27, 2019

VOTING MEMBERS PRESENT:

City of Brawley	George Nava
City of Calexico	Lewis Pacheco
City of El Centro	Cheryl Viegas-Walker
City of Imperial	Robert Amparano
County of Imperial	Luis Plancarte
Executive Director	Mark Baza (non-voting)

STAFF PRESENT: Kathi Williams, David Aguirre, Michelle Bastidas, Virginia Mendoza, Cristi Lerma

OTHERS PRESENT: David Salgado: SCAG; Eric Havens: Legal Counsel; Cesar Sanchez: First Transit; Teresa Estrada and residents from Heber; Sarah Enz: County Public Administrators Office

I. CALL TO ORDER AND ROLL CALL

Meeting was called to order by Chair Amparano at 6:40 p.m. and roll call was taken.

II. EMERGENCY ITEMS

There were none.

III. PUBLIC COMMENTS

Ms. Estrada spoke on behalf of the residents of Heber. She was there to encourage support of the IVT Ride services in the Heber community. Ms. Enz spoke on behalf of the County Public Administrator’s Office and thank the Commission for their time. Mr. Baza stated that the extension of transit services in on the ICTC agenda and assuming the item is approved, services to the residents of Heber will be provided as requested.

IV. CONSENT CALENDAR

A. A motion was made by Lewis and seconded by Viegas-Walker to approve the Consent Calendar as presented, **Motion Carried Unanimously.**

V. REPORTS

- A. Executive Director Report
  - The Executive Director Report is on page 9 of the agenda.
  - 2012 LTA Bond Projects: The following lists the remaining funds for the LTA 2012 Bond as of May 31, 2019.
    - a. The City of Calexico is working on a 2018 Street Improvement Project and will be submitting invoices in July 2019 for the remaining of their bond proceeds.

- b. The City of Brawley is working on a Phase XI project and will be submitting invoices in July 2019 for the remaining of their bond proceeds.

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

<b>Remaining Bond Funds*</b>			<b>% Spent</b>
Brawley	\$2,049,003.99		75%
Calexico	\$155,515.07		99%
Calipatria	\$0		100%
Imperial	\$0		100%
County	\$0		100%

\*Remaining Project Bond funds as of Bank Statements dated 5-31-19

- 2018 LTA Bond Projects: The following lists the remaining funds for the LTA 2018 Bond as of May 31, 2019.

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

<b>Remaining Bond Funds*</b>			<b>% Spent</b>
Calexico	\$12,340,470		.3%
Calipatria	\$1,450,000		
Holtville	\$603,988.31		79%

## VI. ACTION CALENDAR

### A. LTA Administrative Services Budget FY 2019-20

Mr. Aguirre presented the LTA budget. Some of the items he noted were the staffing increase in part to additional bonding efforts; County of Imperial overhead; legal support and website admin cost. Ms. Viegas-Walker requested additional back-up to be provided to the Board regarding itemized expenses to the county.

The ICTC Management Committee met on May 8, 2019 and forwards this item to the LTA Board for review and approval after public comment, if any:

1. Approve the FY 2019-20 Administrative Services Budget for the Local Transportation Authority

A motion was made by [Nava](#) and seconded by [Pacheco](#), **Motion Carried** unanimously.

## VII. INFORMATION / DISCUSSION CALENDAR

### A. Fund Request to the Local Transportation Authority (LTA) – Traffic Control Services for SR-98 and Cesar Chavez Blvd.

ICTC received a letter from the City of Calexico requesting \$75,000 to assist the City with traffic controller services on State Route 98 and Cesar Chavez Boulevard for Fiscal Year 2019-2020. The Board reviewed the request and after review decided that the LTA should not consider this for action because the LTA has assisted the City for three years in this effort and they would not ne in favor for a fourth year.

## VII. ADJOURNMENT

- A. A motion was made by [Nava-Froelich](#) and seconded by [Pacheco](#), **Motion Carried**. Meeting Adjourned at 7:05 p.m.



**Imperial County Local Transportation Authority**

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# Memorandum

**Date:** July 19, 2019  
**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 July 24, 2019:

1. 2012 LTA Bond Projects: The following lists the remaining funds for the LTA 2012 Bond as of June 30, 2019.
  - a. The City of Brawley is working on a Phase XI project and submitted an invoice in July 2019. The remaining of their bond proceeds will be used for this Phase XI project.

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

<b>Remaining Bond Funds*</b>		<b>% Spent</b>
Brawley	\$1,855,969.34	77%
Calexico	\$0	100%
Calipatria	\$0	100%
Imperial	\$0	100%
County	\$0	100%

\*Remaining Project Bond funds as of Bank Statements dated 5-31-19

2. 2018 LTA Bond Projects: The following lists the remaining funds for the LTA 2018 Bond as of May 31, 2019.

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

<b>Remaining Bond Funds*</b>		<b>% Spent</b>
Calexico	\$12,340,470	.3%
Calipatria	\$1,450,000	
Holtville	\$607,051.22	79%

**Brawley | Calexico | Calipatria | El Centro | Holtville | Imperial | Westmorland | County of Imperial**



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July 17, 2019

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

**SUBJECT: Legal Services Agreement FY 2019-20 to FY 2020-21; 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 two years; FY 2019-20 and FY 2020-21. The requested reimbursement has increased due to additional hours performed annually since 2012, from \$7,500 to \$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, bonds 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 in the LTA Administrative Services Budget FY 2019-20.

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

The ICTC Management Committee met on May 8, 2019 and forwards this item to the LTA Board for 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 2019 through June 30, 2021.
2. Direct staff to forward the agreement to the County of Imperial.

Sincerely,

MARK BAZA  
Executive Director

Attachment

MB/ksw/cl

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

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

9 **WITNESSETH:**

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

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

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

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

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

22 **1. TERM.** This Agreement shall become effective July 1, 2019 and remain in effect  
23 until June 30, 2021. It may be renewed upon the mutual, written, consent of both Parties.

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

26 **3. SCOPE OF SERVICES.** County Counsel shall provide LTA with the following  
27 general legal services if such service is authorized by the Executive Director or his/her designee:  
28 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



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

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

7                               **LTA:**

8                               Imperial County Local Transportation Authority  
9                               1503 N. Imperial Avenue, Suite 104  
10                              El Centro, CA 92243

11                              **Imperial County:**

12                              Imperial County Executive Office  
13                              940 Main Street, Suite 208  
14                              El Centro, CA 92243

15                              and

16                              Imperial County Office of the County Counsel  
17                              940 Main Street, Suite 205  
18                              El Centro, CA 92243  
19

20  
21       **8. WAIVER.** Waiver of any default shall not be considered a waiver of any  
22 subsequent default. Waiver of any breach of any provision of the Agreement shall not be  
23 considered a waiver of any subsequent breach. Waiver of any default or breach shall not be  
24 considered a modification of the terms of this Agreement.

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

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

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

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

**IMPERIAL COUNTY:**

**IMPERIAL COUNTY LOCAL  
TRANSPORTATION AUTHORITY:**

By: \_\_\_\_\_  
RYAN E. KELLEY  
Chairman of the Board of Supervisors

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

**ATTEST:**

**ATTEST:**

By: \_\_\_\_\_  
BLANCA ACOSTA  
Clerk of the Board of Supervisors

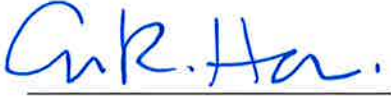
By: \_\_\_\_\_  
CRISTI LERMA  
Secretary to the Authority

**APPROVED AS TO FORM AND CONTENT:**

KATHERINE TURNER  
County Counsel

GEOFFREY P. HOLBROOK  
Assistant County Counsel

By: \_\_\_\_\_  
KATHERINE TURNER  
County Counsel

By:   
Eric Havens  
Deputy County Counsel