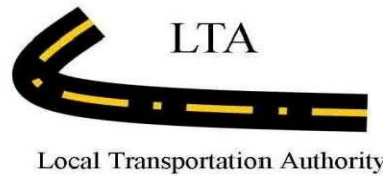


**BRAWLEY**

**CALIPATRIA**

**HOLTVILLE**

**WESTMORLAND**



**CALEXICO**

**EL CENTRO**

**IMPERIAL**

**IMPERIAL COUNTY**

**AGENDA**

**WEDNESDAY, JUNE 28, 2017**

**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: MARIA NAVA-FROELICH**

**EXECUTIVE DIRECTOR: MARK BAZA**

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

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

**II. EMERGENCY ITEMS**

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

**III. PUBLIC COMMENTS**

Any member of the public may address the 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: January 25, 2017 Page 4
- B. Agreement for the Local Transportation Authority Measure D Funds Transactions Tax Audit Services Page 6

It is staff's recommendation that the LTA take the following actions after public comment, if any:

- 1. Authorize the Chairperson to sign the agreement for Measure D Funds Transactions Audit services between the Hinderliter, de Llamas and Associates and the Local Transportation Authority
- 2. Approve the resolution of the ICLTA to the State Board of Equalization for the authorization of examination of sales, use and transactions tax records

**V. REPORTS**

- A. LTA Executive Director Report Page 30

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

**VI. ACTION CALENDAR**

A. Administrative Services Budget FY 2017-18 Page 32

The ICTC Management Committee met on June 14, 2017 and forwards this item to the LTA Board for review and approval after public comment, if any:

1. Approve the FY 2017-18 Administrative Services Budget for the Local Transportation Authority

B. Amendment to Legal Services Agreement FY 2017-18 to FY 2018-19: County of Imperial and the Local Transportation Authority (LTA) Page 35

The ICTC Management Committee met on June 14, 2017 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 \$7,500 annually effective July, 1 2017 through June 30, 2019.
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 JANUARY 25, 2017
- B. AGREEMENT FOR THE LTA MEASURE D FUNDS TRANSACTIONS TAX AUDIT SERVICES



Local Transportation Authority

**MINUTES FOR JANUARY 25, 2017**

**VOTING MEMBERS PRESENT:**

City of Brawley	Donnie Wharton (Alt.)
City of Calipatria	Maria Nava-Froelich
City of El Centro	Alex Cardenas (Alt.)
City of Westmorland	Ana Beltran (Alt.)
City of Holtville	James Predmore
County of Imperial	Luis Plancarte
County of Imperial	Ryan Kelley
Executive Director	Mark Baza (non-voting)

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

**OTHERS PRESENT:** Marcelo Peinado, Sam Amen: Caltrans; David Salgado: SCAG; Flavio Vargas: First Transit; John Gay: County of Imperial Public Works

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

Meeting was called to order by Chair Predmore at 7:08 p.m. and roll call was taken.

**II. EMERGENCY ITEMS**

There were none.

**III. PUBLIC COMMENTS**

There was no public comment.

**IV. CONSENT CALENDAR**

A. A motion was made by [Kelley](#) and seconded by [Nava-Froelich](#) to approve the December 14, 2016 Minutes for the LTA Board, **Motion Carried unanimously.**

**V. REPORTS**

A. Executive Director Report

Mr. Baza stated that the LTA Bond participating agencies remaining fund amounts were in the Executive Director report on page 7 of the January agenda. The Remaining Project Bond funds are according to bank statements dated 12/31/2016.

## VI. ACTION CALENDAR

- A. Adoption of the Imperial County Local Transportation Authority Annual Financial Audit for [Fiscal Year Ended June 30, 2016](#)

The Local Taxpayer Supervising Committee (LTSC) or “Oversight Committee” will met on January 25, 2017 and forwarded this item to the LTA for their review and approval after public comment, if any:

1. Received, Approved and Filed the FY 2015-16 Imperial County Local Transportation Authority Annual Financial Audit for the following agencies: Brawley, Calipatria, Calexico, El Centro, Holtville, Imperial, Westmorland, County of Imperial and the ICLTA.

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

- B. Fund Request to the Local Transportation Authority (LTA) - Forrester Road/Westmorland Bypass Project Study Report (PSR)

Mr. Baza stated that this item was brought to the Authority in December, however was tabled to allow staff to research and obtain more information regarding the Study previously done by IVAG titled “Forrester Corridor Study.”

Forrester Road and the Westmorland Bypass are identified in our Imperial County Long Range Transportation Plan as one of our regionally significant corridors. Forrester Road is a County two-lane road that handles approximately 9,600 vehicles per day with up to 30 percent trucks, with a significant portion of this traffic being trucks carrying agricultural products between Interstate 8 and SR-86. LTA staff is requesting \$617,500 from the State Highway 5% set-aside allocation fund. If approved, the funds will come from the LTA through a cooperative agreement of Memorandum of Understanding between ICTC and Caltrans.

The Project Study Report (PSR) will be the guiding document to research and evaluate options for improvements to Forrester Road, which could include widening, realignment, signalization, utility relocations, and/or upgrading the roadway to state highway standards and incorporating into the State Highway System as a replacement route for SR-86. The PSR will build upon the Forrester Road Corridor Study which was completed in early 2000’s. The study will also evaluate the potential need for alternative alignments and phased strategies from operational improvements to the planned widening to four-lanes.

The ICTC Management Committee met on January 11, 2017 and forwards this item to the LTA for their review and approval after public comment, if any:

1. Approved the allocation for additional funding needed in the amount of \$617,500 from the State Highway 5% set-aside from the Measure D allocations.
2. Authorized the Executive Director to execute the necessary agreements between the Caltrans and ICTC.

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

## VII. ADJOURNMENT

- A. Meeting Adjourned at 7:38 p.m.

**BRAWLEY**

**CALIPATRIA**

**HOLTVILLE**

**WESTMORLAND**



**CALEXICO**

**EL CENTRO**

**IMPERIAL**

**IMPERIAL COUNTY**

June 23, 2017

Maria Nava-Froelich, Chair  
Local Transportation Authority  
1405 N. Imperial Ave., Suite 1  
El Centro, CA 92243

**SUBJECT: Agreement for the Local Transportation Authority Measure D Funds Transactions Tax Audit Services**

Dear Members of the Board:

LTA is pursuing 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 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.

It is staff's recommendation that the LTA take the following actions after public comment, if any:

1. Authorize the Chairperson to sign the agreement for Measure D Funds Transactions Audit services between the Hinderliter, de Llamas and Associates and the Local Transportation Authority.
2. Approve the resolution of the ICLTA to the State Board of Equalization for the authorization of examination of sales, use and transactions tax records

Sincerely,

A handwritten signature in blue ink, appearing to read "Mark Baza", is written over a light blue horizontal line.

MARK BAZA  
Executive Director

Attachment

MB/cl

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

1 **AGREEMENT FOR SERVICES**

2  
3 THIS AGREEMENT FOR SERVICES (“Agreement”), made and entered into this \_\_\_\_\_ day  
4 of \_\_\_\_\_, 2017, is by and between the **IMPERIAL COUNTY LOCAL**  
5 **TRANSPORTATION AUTHORITY** (“LTA”) and **HINDERLITER, DE LLAMAS &**  
6 **ASSOCIATES**, a California corporation (“CONSULTANT”).

7 **WITNESSETH**

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

13 **NOW, THEREFORE**, LTA and CONSULTANT have and hereby agree to the following:

14 1. **PARTIES TO AGREEMENT**

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

17 2. **CONTRACT COORDINATION.**

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

21 2.2. CONSULTANT 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 Manager’s  
24 designee shall be subject to the prior written acceptance and approval of LTA.

25 3. **DESCRIPTION OF WORK.**

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

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

3 4. WORK TO BE PERFORMED BY CONSULTANT.

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

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

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

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

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

19 4.3.4. Immediately report to LTA in writing any discrepancy or inconsistency it discovers  
20 in said laws, ordinances, regulations, orders and decrees mentioned above in relation to any plans,  
21 drawings, specifications or provisions of this Agreement.

22 4.4. Any videotape, reports, information, data or other material given to, or prepared or  
23 assembled by, CONSULTANT pursuant to this Agreement shall be the property of LTA and shall not be  
24 made available to any individual or organization by CONSULTANT without the prior written approval of  
25 LTA.

26 ///

27 ///

28 ///



1 5. REPRESENTATIONS BY CONSULTANT.

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

5 5.2. Subject to 5.2.1, CONSULTANT 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. CONSULTANT shall not commence any work pursuant to this Agreement or  
9 provide any other services, or materials, in connection therewith until CONSULTANT has received  
10 written authorization from LTA to do so.

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

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

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

19 5.6. CONSULTANT understands that LTA considers the representations made herein to be  
20 material and would not enter into this Agreement with CONSULTANT 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 "B"**  
24 unless otherwise previously agreed to by LTA.

25  
26 7. PAYMENT.

27 CONSULTANT will bill LTA on a time and material basis upon completion of the project or as set  
28 forth in the cost schedule attached hereto as **Exhibit "B"**. LTA shall pay CONSULTANT for completed

1 and approved services upon presentation of its itemized billing. Notwithstanding the foregoing, LTA shall  
2 retain 10% of the total compensation until the work to be performed has been completed in accordance with  
3 this Agreement, as determined by LTA, and payment in full of all subcontractors of CONSULTANT.

4 8. METHOD OF PAYMENT.

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

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

12 9.1. This Agreement shall commence on the date first written above and shall remain in effect  
13 for three (3) years, unless otherwise terminated as provided herein.

14 9.2. Program scheduling shall be as described in Exhibit "A" unless revisions to Exhibit "A" are  
15 approved by both LTA and CONSULTANT's Contract Manager. Time extensions may be allowed for  
16 delays caused by LTA, other governmental agencies, or factors not directly brought about by the negligence  
17 or lack of due care on the part of CONSULTANT.

18 10. SUSPENSION OF AGREEMENT.

19 LTA shall have the authority to suspend this Agreement, wholly or in part, for such period as  
20 deemed necessary due to unfavorable conditions or to the failure on the part of CONSULTANT to perform  
21 any provision of this Agreement. CONSULTANT will be paid the compensation due and payable to the  
22 date of suspension.

23 11. SUSPENSION AND/OR TERMINATION.

24 11.1. LTA retains the right to terminate this Agreement for any reason by notifying  
25 CONSULTANT in writing thirty(30) days prior to termination and by paying the compensation due and  
26 payable to the date of termination; provided, however, if this Agreement is terminated for fault of  
27 CONSULTANT, LTA shall be obligated to compensate CONSULTANT only for that portion of  
28 CONSULTANT's services which have been performed in accordance with the terms and conditions of this

1 Agreement. Said compensation is to be arrived at by mutual agreement between LTA and  
2 CONSULTANT; should the Parties fail to agree on said compensation, an independent arbitrator shall be  
3 appointed and the decision of the arbitrator shall be binding upon the Parties.

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

8 12. INSPECTION.

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

14 13. OWNERSHIP OF MATERIALS.

15 All original drawings, videotapes and other materials prepared by or in possession of  
16 CONSULTANT pursuant to this Agreement shall become the permanent property of LTA and shall be  
17 delivered to LTA upon demand.

18 14. INTEREST OF CONSULTANT.

19 14.1. CONSULTANT covenants that it presently has no interest, and shall not acquire any  
20 interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the  
21 performance of the services hereunder.

22 14.2. CONSULTANT covenants that, in the performance of this Agreement, no sub-contractor or  
23 person having such an interest shall be employed.

24 14.3. CONSULTANT certifies that no one who has or will have any financial interest pursuant to  
25 this Agreement is an officer or employee of LTA.

26 15. INDEMNIFICATION.

27 To the furthest extent allowed by law, CONSULTANT shall indemnify, hold harmless and  
28 defend LTA and each of its members, board members, officers, employees, agents and volunteers from

1 any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or  
2 strict liability, including but not limited to personal injury, death at any time and property damage)  
3 incurred by LTA, CONSULTANT or any other person, and from any and all claims, demands and  
4 actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have  
5 arisen directly or indirectly out of performance of this Agreement. CONSULTANT'S obligations under  
6 the preceding sentence shall apply regardless of whether LTA or any of its and each of its members,  
7 board members, officers, employees, agents and volunteers are negligent, but shall not apply to any loss,  
8 liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused  
9 by the willful misconduct, of LTA and each of its members, board members, officers, employees, agents  
10 and volunteers.

11 If CONSULTANT should subcontract all or any portion of the work to be performed under this  
12 Agreement, CONSULTANT shall require each subcontractor to indemnify, hold harmless and defend  
13 LTA and each of its members, board members, officers, employees, agents and volunteers in accordance  
14 with the terms of the preceding paragraph.

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

16 16. INDEPENDENT CONTRACTOR.

17 In all situations and circumstances arising out of the terms and conditions of this Agreement,  
18 CONSULTANT is an independent contractor, and as an independent contractor, the following shall  
19 apply:

20 16.1. CONSULTANT is not an employee or agent of LTA and is only responsible for the  
21 requirements and results specified by this Agreement or any other agreement.

22 16.2. CONSULTANT shall be responsible to LTA only for the requirements and results  
23 specified by this Agreement and except as specifically provided in this Agreement, shall not be subject  
24 to LTA's control with respect to the physical actions or activities of CONSULTANT in fulfillment of  
25 the requirements of this Agreement.

26 16.3. CONSULTANT is not, and shall not be, entitled to receive from, or through, LTA, and  
27 LTA shall not provide, or be obligated to provide, CONSULTANT with Worker's Compensation  
28

1 coverage or any other type of employment or worker insurance or benefit coverage required or provided  
2 by any Federal, State or local law or regulation for, or normally afforded to, an employee of LTA.

3 16.4. CONSULTANT shall not be entitled to have LTA withhold or pay, and LTA shall not  
4 withhold or pay, on behalf of CONSULTANT, any tax or money relating to the Social Security Old Age  
5 Pension Program, Social Security Disability Program, or any other type of pension, annuity, or disability  
6 program required or provided by any Federal, State or local law or regulation.

7 16.5. CONSULTANT shall not be entitled to participate in, or receive any benefit from, or  
8 make any claim against any LTA fringe program, including, but not limited to, LTA's pension plan,  
9 medical and health care plan, dental plan, life insurance plan, or any other type of benefit program, plan,  
10 or coverage designated for, provided to, or offered to LTA's employee.

11 16.6. LTA shall not withhold or pay, on behalf of CONSULTANT, any Federal, State, or local  
12 tax, including, but not limited to, any personal income tax, owed by CONSULTANT.

13 16.7. CONSULTANT is, and at all times during the term of this Agreement, shall represent  
14 and conduct itself as an independent contractor, not as an employee of LTA.

15 16.8. CONSULTANT shall not have the authority, express or implied, to act on behalf of, bind  
16 or obligate LTA in any way without the written consent of LTA.

17 17. INSURANCE.

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

24 (i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as  
25 broad as the most current version of Insurance Services Office (ISO) Commercial General  
26 Liability Coverage Form CG 00 01 and include insurance for "bodily injury," "property damage"  
27 and "personal and advertising injury" with coverage for premises and operations (including the  
28 use of owned and non-owned equipment), products and completed operations, and contractual

1 liability (including, without limitation, indemnity obligations under the Contract) with limits of  
2 liability of not less than the following:

3 \$1,000,000 per occurrence for bodily injury and property damage

4 \$1,000,000 per occurrence for personal and advertising injury

5 \$1,000,000 aggregate for products and completed operations

6 \$2,000,000 general aggregate

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

12 (iii) WORKERS' COMPENSATION insurance as required under the California Labor  
13 Code.

14 (iv) EMPLOYERS' LIABILITY insurance with limits of liability of not less than  
15 \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each  
16 employee.

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

20 In the event CONSULTANT maintains insurance or self-insurance with broader coverage and/or  
21 limits of liability greater than those shown above, LTA requires and shall be entitled to the broader  
22 coverage and/or the higher limits of liability maintained by CONSULTANT. Any available insurance  
23 proceeds in excess of the specified minimum limits of insurance and coverage shall be available to LTA.

24 CONSULTANT shall be responsible for payment of any deductibles contained in any insurance  
25 policies required hereunder and CONSULTANT shall also be responsible for payment of any self-  
26 insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the  
27 LTA's Executive Director or his/her designee. At the option of the LTA's Executive Director or his/her  
28 designee, either: (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as

1 respects to LTA, its board members, officers, employees, agents and volunteers: or (ii) CONSULTANT  
2 shall provide a financial guarantee, satisfactory to LTA's Executive Director or his/her designee,  
3 guaranteeing payment of losses and related investigations, claim administration and defense expenses.  
4 At no time shall LTA be responsible for the payment of any deductibles or self-insured retentions.

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

13 The General Liability and Automobile Liability insurance policies shall be written on an  
14 occurrence form and shall name LTA, its members, board members, officers, employees, agents and  
15 volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so  
16 CONSULTANT'S insurance shall be primary and no contribution shall be required of LTA. The  
17 coverage shall contain no special limitations on the scope of protection afforded to LTA, its members,  
18 board members, officers, employees, agents and volunteers. The Workers' Compensation insurance  
19 policy shall contain a waiver of subrogation as to LTA, its members, board members, officers,  
20 employees, agents and volunteers.

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

- 23 1. The retroactive date must be shown, and must be before the effective date of the  
24 Agreement or the commencement of work by CONSULTANT.
- 25 2. Insurance must be maintained and evidence of insurance must be provided for at least 3  
26 years after any expiration or termination of the Agreement or, in the alternative, the  
27 policy shall be endorsed to provide not less than a 3-year discovery period.
- 28 3. If coverage is canceled or non-renewed, and not replaced with another claims-made  
policy form with a retroactive date prior to the effective date of the Agreement or the  
commencement of work by CONSULTANT, CONSULTANT must purchase extended  
reporting coverage for a minimum of 3 years following the expiration or termination of  
the Agreement.

- 1 4. A copy of the claims reporting requirements must be submitted to LTA for review.
- 2 5. These requirements shall survive expiration or termination of the Agreement.

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

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

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

27 If CONSULTANT should subcontract all or any portion of the services to be performed under  
28 this Agreement, CONSULTANT shall require each subcontractor to provide insurance protection in  
favor of LTA, its board members, officers, employees, agents and volunteers in accordance with the



1 terms of each of the preceding paragraphs, except that the subcontractors' certificates and endorsements  
2 shall be on file with CONSULTANT and LTA prior to the commencement of any work by the  
3 subcontractor.

4 18. ASSIGNMENT.

5 Neither this Agreement nor any duties or obligations hereunder shall be assignable by  
6 CONSULTANT without the prior written consent of LTA. CONSULTANT may employ other  
7 specialists to perform services as required with prior approval by LTA.

8 19. NON-DISCRIMINATION.

9 During the performance of this Agreement, CONSULTANT shall not unlawfully discriminate  
10 against any employee or applicant for employment or employee of LTA or member of the public  
11 because of race, religion, color, national status, age, or sex. CONSULTANT shall ensure that the  
12 evaluation and treatment of its employees and applicants for employment and employees and members  
13 of the public are free of such discrimination. CONSULTANT shall comply with all provisions of the  
14 Fair Employment and Housing Act (Government Code §12900, *et seq.*). The applicable regulations of  
15 the Fair Employment Housing Commission implementing Government Code §12900 set forth in  
16 Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this  
17 Agreement by reference and made a part hereof as if set forth in full. CONSULTANT shall abide by the  
18 Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and  
19 regulations issued pursuant to said Act. CONSULTANT shall also abide by the American Disabilities  
20 Act and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.  
21 CONSULTANT shall give written notice of its obligations under this clause to labor organizations with  
22 which it has a collective bargain or other agreement. CONSULTANT shall include the non-  
23 discrimination and compliance provision of this paragraph in all subcontracts to perform work pursuant  
24 to this Agreement.

25 20. NOTICES AND REPORTS.

26 20.1. All notices and reports pursuant to this Agreement shall be in writing and may be given  
27 by personal delivery or by mailing by certified mail, addressed as follows:

28 ///

1 **LTA**

2 Attn: Executive Director  
3 Imperial County Local Transportation Authority  
4 1405 N. Imperial Ave., Ste 1  
5 El Centro, CA 92243

**CONSULTANT**

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

6 20.2. All notices and reports pursuant to this Agreement may be given by personal delivery or  
7 by mailing by certified mail at such other address as either Party may designate in a notice to the other  
8 Party given in such manner.

9 20.3. Any notice given by mail shall be considered given when deposited in the United States  
10 Mail, postage prepaid, addressed as provided herein.

11 21. ENTIRE AGREEMENT.

12 This Agreement contains the entire agreement between LTA and CONSULTANT relating to the  
13 transactions contemplated hereby and supersedes all prior or contemporaneous agreements,  
14 understandings, provisions, negotiations, representations, or statements, either written or oral.

15 22. MODIFICATION.

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

18 23. PARTIAL INVALIDITY.

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

22 24. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.

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

1 25. WAIVER.

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

5 26. CHOICE OF LAW.

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

9 27. ATTORNEY'S FEES.

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

12 28. AUTHORITY.

13 Each individual executing this Agreement on behalf of CONSULTANT represents and warrants  
14 that:

15 28.1. He/She is duly authorized to execute and deliver this Agreement on behalf of  
16 CONSULTANT;

17 28.2. Such execution and delivery is in accordance with the terms of the Articles of  
18 Incorporation or Partnership, any by-laws or Resolutions of CONSULTANT and;

19 28.3. This Agreement is binding upon CONSULTANT accordance with its terms.

20 29. COUNTERPARTS.

21 This Agreement may be executed in counterparts.

22 30. REVIEW OF AGREEMENT TERMS.

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

27 31. CONFIDENTIALITY

28 Section 7056 of the State of California Revenue and Taxation code specifically limits the disclosure of

1 confidential taxpayer information contained in the records of the State Board of Equalization. This  
2 section specifies the conditions under which LTA may authorize persons other than LTA officers and  
3 employees to examine State Sales, Use and Tax Transactions Tax records.

4 The following conditions specified in Section 7056 (b), (1) of the State of California Revenue Taxation  
5 Code are hereby made part of this agreement.

6 31.1. CONTRACTOR is authorized by this Agreement to examine sales, use or transactions  
7 and use tax records of the Board of Equalization provided to LTA pursuant to contract under the  
8 conditions established by the California Revenue Taxation law.

9 31.2. CONTRACTOR is required to disclose information contained in, or derived from, those  
10 sales, use or transactions and use tax records only to an officer or employee of LTA who is authorized  
11 by resolution to examine the information.

12 31.3. CONTRACTOR is prohibited from performing consulting services for a retailer, as  
13 defined in California Revenue & Taxation Code Section 6015, during the term of this Agreement.

14 31.4. CONTRACTOR is prohibited from retaining the information contained in, or derived  
15 from those sales or transactions and use tax records, after this Agreement expired. Information  
16 obtained by examination of Board of Equalization records shall be used only for purposes related to  
17 collection of local sales and use tax or for other governmental functions of the LTA as set forth by  
18 resolution adopted pursuant to Section 7056 (b) of the Revenue and Taxation Code. The resolution  
19 shall designate the CONTRACTOR as a person, authorized to examine sales and use tax records and  
20 certify that this Agreement meets requirements set forth above in Section 7056 (b), (1) of the Revenue  
21 Taxation Code.

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

3 **IMPERIAL COUNTY LOCAL TRANSPORTATION AUTHORITY:**

4  
5 \_\_\_\_\_  
6 Chair

7 ATTEST

8  
9 \_\_\_\_\_ CRISTI LERMA  
10 Secretary to the Authority

11 **CONSULTANT:**

12  
13  
14 By: \_\_\_\_\_  
          ANDREW NICKERSON, President

15 APPROVED AS TO FORM:

16 KATHERINE TURNER  
17 COUNTY COUNSEL

18  
19 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, a copy of which is attached as "Exhibit A." 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.

COMMISSION: IMPERIAL COUNTY LOCAL TRANSPORTATION AUTHORITY

By: \_\_\_\_\_

Date: \_\_\_\_\_

HINDERLITER, DE LLAMAS AND ASSOCIATES

By: \_\_\_\_\_

Date: \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

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

WHEREAS, pursuant to Ordinance \_\_\_\_\_, 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 \_\_\_\_\_ day of \_\_\_\_\_ 2017.

ATTEST: (s) \_\_\_\_\_  
 Clerk of the Board

I, \_\_\_\_\_, 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 Council held on the \_\_\_\_ day of \_\_\_\_\_ 2017, by the following roll call vote:

AYES: (Names of Councilmembers)

NOES: (Names of Councilmembers)

ABSENT. (Names of Councilmembers)

(s) \_\_\_\_\_  
Clerk of the Board

# V. REPORTS

## A. LTA EXECUTIVE DIRECTOR REPORT

*BRAWLEY*

*CALIPATRIA*

*HOLTVILLE*

*WESTMORLAND*



*CALEXICO*

*EL CENTRO*

*IMPERIAL*

*IMPERIAL COUNTY*

# Memorandum

**Date:** June 23, 2017  
**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 28, 2017:

1. **LTA Bond Projects:** The following is the LTA Bond remaining funds as of May 31, 2017:

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	\$1,987,633.00	76%
Calexico	\$6,095,302.75	60%
Calipatria	\$0	100%
Imperial	\$265,564.09	96%
County	\$0	100%

\*Remaining Project Bond funds according to bank statements dated 5/31/2017

2. **Member Agency Coordination and Documentation for FY 2016-17 Audit:**
  - a. Updated 5-year Expenditure Plans from all agencies are needed for FY 2016-2017.
  - b. Maintenance of Efforts Certificates for FY 2016-17 are needed from the following agencies: Cities of Calexico, El Centro and Imperial.
  - c. Submittals of these documents are due to our office by July 31, 2017 in order to proceed with the LTA audit.
  - d. The auditor (VTD) proposes to schedule member agency visits between September 18<sup>th</sup> and October 6<sup>th</sup>.

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

# VI. ACTION CALENDAR

## A. ADMINISTRATIVE SERVICES BUDGET FY 2017-18

***Brawley***

***Calipatria***

***Holtville***

***Westmorland***



**Local Transportation Authority**

***Calexico***

***El Centro***

***Imperial***

***County of Imperial***

June 23, 2017

Maria Nava-Froelich, Chair  
Local Transportation Authority  
1405 N. Imperial Ave., Suite 1  
El Centro, CA 92243

**SUBJECT: Administrative Services Budget FY 2017-18**

Dear Members of the Board:

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

The ICTC Management Committee met on June 14, 2017 and forwards this item to the LTA Board for their review and approval after public comment, if any:

1. Approve the FY 2017-18 Administrative Services Budget for the Local Transportation Authority

Sincerely,



MARK BAZA  
Executive Director

Attachment

MB/ksw/cl

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





LTA

Local Transportation Authority

	Estimated Actual FY 2016-17	Requested FY 2017-18	DRAFT
--	--------------------------------	-------------------------	-------

**REVENUES**

LOCAL TRANSPORTATION AUTHORITY 1% Administration (7418001)	\$138,569	\$138,286	0%
<b>TOTAL</b>	\$138,569	\$138,286	0%

**EXPENSES**

MEMBERSHIPS - Self Help Counties Coalition (SHCC)	\$2,800	\$2,800	0%
OFFICE EXPENSE	\$700	\$800	14%
LTA STAFFING & SUPPORT (ICTC)	\$55,447	\$35,684	-36%
INDEPENDENT LEGAL SUPPORT	\$0	\$0	0%
ICTC/LTA LEGAL SUPPORT (COUNTY OF IMPERIAL)	\$7,500	\$7,500	0%
MELLON BANK AGENT FEES	\$3,950	\$4,500	14%
INDEPENDENT CPA AUDIT SERVICES	\$76,735	\$79,100	3%
PUBL AND LEGAL NOTICES	\$0	\$0	0%
RENTS AND LEASES - EQUIPMENT	\$675	\$1,140	69%
RENTS AND LEASES	\$4,500	\$6,072	0%
TRAVEL/TRAINING	\$0	\$0	0%
COMMUNICATIONS	\$840	\$690	0%
<b>TOTAL</b>	\$153,147	\$138,286	-10%

## VI. ACTION CALENDAR

- B. AMENDMENT TO LEGAL SERVICES AGREEMENT  
FY 2017-18 TO FY 2018-19: COUNTY OF  
IMPERIAL AND THE LTA

***Brawley***  
***Calipatria***  
***Holtville***



***Calexico***  
***El Centro***  
***Imperial***  
***County of Imperial***

***Westmorland***

Local Transportation Authority

June 23, 2017

Maria Nava-Froelich, Chair  
Local Transportation Authority  
1405 N. Imperial Ave., Suite 1  
El Centro, CA 92243

SUBJECT: Amendment to Legal Services Agreement FY 2017-18 to FY 2018-19; County of Imperial and the Local Transportation Authority (LTA)

Dear Members of the Board:

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 2017-18 and FY 2018-19 for the same annual amount of \$7,500.

Funding for this project is in the LTA Administrative Services Budget 2017-18, anticipated to be approved on June 28, 2017.

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 June 14, 2017 and forwards this item to the Commission 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 \$7,500 annually effective July, 1 2017 through June 30, 2019.
2. Direct staff to forward the agreement to the County of Imperial.

Sincerely,

MARK BAZA  
Executive Director

Attachment

MB/ksw/cl

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

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

5                   This First Amendment to Agreement (“First Amendment”) is made and entered into this  
6 \_\_\_\_\_, 2017, by and between **Imperial County**, a political subdivision of the  
7 State of California, hereinafter referred to as “County”, and **Imperial County Local Transportation**  
8 **Authority**, hereinafter referred to as “LTA”.

9                                           **WITNESSETH**

10                   **WHEREAS**, County and LTA entered into that certain Agreement for Legal Services between  
11 Imperial County and Imperial County Local Transportation Authority dated June 24, 2015, hereinafter  
12 the “Agreement”, attached hereto as **Exhibit “A”**; and

13                   **WHEREAS**, the Agreement is set to expire on June 30, 2017; and

14                   **WHEREAS**, sections 1 and 10 of the Agreement provide that the Agreement may be renewed  
15 and modified upon the mutual written consent of both parties; and

16                   **WHEREAS**, County and LTA desire to extend the Agreement for an additional two (2) years  
17 with no other changes; and

18                   **WHEREAS**, the Parties agree to enter into this First Amendment to Agreement.

19                   **NOW THEREFORE**, and in consideration of the promises and payments herein set forth, the  
20 parties have and hereby agree as follows:

21 1.           Section 1 of the Agreement is deleted and replaced with the following:

22                   **“TERM.** This Agreement shall become effective July 1, 2015 and remain in effect  
23                   until June 30, 2019. It may be renewed upon the mutual, written, consent of both  
24                   parties.”

25 2.           Section 4 of the Agreement regarding annual compensation is reiterated and remains unchanged.

26 3.           All other terms and conditions of the Agreement are and will remain in full force and effect.

27 ///

28 ///

