



Lisa Davey-Bates, Executive Director
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Lake Transit Authority

Agenda - Amended

DATE: June 3, 2020
TIME: 9:30 a.m. (or as soon thereafter as the Service Authority for Freeway Emergencies Meeting Adjourns)
PLACE: Audioconference **Dial-in number: 1 (669) 900-6833 / Meeting ID: 937 5301 2617#**

***Zoom link provided to Board Members in distribution email and to public by request.**

In accordance with the modified Brown Act Requirements established by Governor Newsom's Executive Order N-29-20, and to facilitate Social Distancing due to COVID-19, Lake Transit Authority's Board meeting will be by audioconference. Public comments will be available during Wednesday's meeting on any agenda item. Please send comments to our Board Secretary, Charlene Parker, at cparker@dbcteam.net and note the agenda item number being addressed. Oral comments will also be accepted by telephone during the meeting when public comment is invited by the Chair.

1. Call Meeting to Order
2. Roll Call

PUBLIC EXPRESSION

3. Public input on any unmet transit need or any other item within the jurisdiction of this agency, but which is not otherwise on the above agenda

CONSENT CALENDAR

4. Approval of Minutes of the May 6, 2020 meeting
Review and proposed approval
5. Technical Revision of the Amendment between Lake Transit Authority and Paratransit Services, Inc.
Review and proposed approval

REGULAR CALENDAR

6. Fiscal Year 2018-19 Federal Single Audit Report and Financial Statements
Review and proposed approval
7. Fiscal Year 2020/21 LTA Operations and Capital Budget
Review and proposed approval
8. 2019/20 Lake Transit Authority Third Quarter Report
Review and Accept
9. Extension of MOU 2017-1 Between Lake Transit Authority and Adventist Health Clear Lake
Review and proposed approval

10. Resolution No. 2019-20-04 Approving the Project List for FY 2020-21 for the California State of Good Repair Program
Review and proposed approval
11. Lake Transit Authority Title VI Plan Update
Review and proposed approval
12. Amendment #3 Modifying Agreement between LTA and Paratransit Services, Inc. to Include Coronavirus Aid, Relief and Economic Security (CARES) Act Eligibility
Review and proposed approval
- 12a. Professional Consulting Services between Mark Wall & Lake Transit Authority**
Review and proposed approval

REPORTS

13. LTA Meetings Report
14. Transit Coordinator's Report
15. Paratransit Services Report
16. Lake Links Update
17. Announcements

INFORMATION PACKET

18. LTA Transit Benefits in Lake County

ADJOURN

PUBLIC EXPRESSION

Any member of the public may speak on any agenda item when recognized by the Chair for a time period, not to exceed 3 minutes per person and not more than 10 minutes per subject, prior to the Public Agency taking action on that agenda item.

AMERICANS WITH DISABILITIES ACT (ADA) REQUESTS

To request disability-related modifications or accommodations for accessible locations or meeting materials in alternative formats (as allowed under Section 12132 of the ADA) please contact the Lake Transit Authority Administrative office at (707) 263-7868, at least 72 hours before the meeting.

ADDITIONS TO AGENDA

The Brown Act, Section 54954.2, states that the Board may take action on off-agenda items when:

- a) a majority vote determines that an "emergency situation" exists as defined in Section 54956.5, **or**
- b) a two-thirds vote of the body, or a unanimous vote of those present, determines that there is a need to take immediate action and the need for action arose after the agenda was legally posted, **or**
- c) the item was continued from a prior, legally posted meeting not more than five calendar days before this meeting.

CLOSED SESSION

If agendized, Lake Transit Authority may adjourn to a closed session to consider litigation or personnel matters (i.e. contractor agreements). Discussion of litigation or pending litigation may be held in closed session by authority of Govt. Code Section 54956.9; discussion of personnel matters by authority of Govt. Code Section 54957.

POSTED: May 28, 2020



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1445 South Silvertale Street
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May 29, 2020

Lisa Davey-Bates, Executive Director
Lake Transit Authority
367 North State Street, Suite 204
Ukiah, CA 95482

RE: 2020/21 Agreement for Consulting Services

Dear Lisa:

I am writing to propose continued consulting services for Lake Transit Authority for fiscal year 2020/21. I think I have played a very valuable and productive role to support the administration and planning of LTA responsibilities. I enjoy this limited role as it brings me a sense of satisfaction and accomplishments while I work from home.

Over the past year I have enjoyed providing technical input and historical context on a variety of issues, including operations contract performance, negotiations, and contract issues for both LTA and LakeLinks; liaison with Caltrans and FTA; interpretation of past policies and agreements; preparation for financial audits; review of the Passenger Facility Plan and the related Memorandums of Agreement; ADA policy interpretation and advice; research and advice regarding COVID-19 issues; location of various documents and files; and various other issues and questions as they arise.

During 2019/20 my agreement with LTA authorized a maximum of 200 hours at \$103.83 per applied professional hour for a maximum contract obligation of \$20,766. To date, I have billed well below the contract maximum, and I expect my total billing will be less than half of the authorized amount. For the proposed fiscal year 2020/21 contract term, I am recommending that the maximum of 200 hours be retained. While it is unlikely that I will reach the maximum, I think it is adequate for events that might occur. I am requesting an increase in the contract rate to \$106.94 per applied professional hour. This produces a maximum contract obligation of \$21,386. The 3% increase is consistent with the increase in the California CPI in the most recent calendar year, 2019. The contract rate is well below the going rate for transit management and planning consultants, but it reflects the many years of my relationship with LTA and my desire to be of service.

A sample agreement is attached for consideration by LTA. I will be available by teleconference at the next meeting in the event there are questions about the proposal or agreement.

Best regards,

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

Mark Wall

LAKE TRANSIT AUTHORITY
TRANSIT MANAGEMENT CONSULTING CONTRACT

THIS AGREEMENT is entered into this ____ day of _____ 2020 by and between the LAKE TRANSIT AUTHORITY, hereinafter referred to as the "Authority" and MARK A. WALL, hereinafter referred to as "Wall", who agree as follows:

1. EMPLOYMENT: The Authority hereby employs Wall as an independent Contractor, to perform administrative tasks identified in Exhibit A (attached).

2. TERM: The term of this agreement shall be for twelve months, commencing July 1, 2020 and continuing through June 30, 2021.

3. TERMINATION: Either party may terminate this AGREEMENT at any time for convenience or for any reason by giving thirty (30) days written notice thereof.

4. COPIES: Wall shall provide sufficient copies of products described in "Exhibit A". Sufficient copies shall mean, at a minimum, a copy of each draft of a document for each member and alternate member of the Authority and two copies to the Executive Director, plus such additional copies as may be required by Caltrans.

5. PAYMENT: As compensation for services, Wall shall be entitled to receive a maximum of \$21,386 for the term of this contract. This sum shall be payable at a rate of \$106.94 per applied hour. Wall shall submit an invoice detailing services and hours by the 5th business day of the month following the month that services are incurred, and LTA shall remit payment within 30 days following receipt of the invoice.

6. AUDIT REQUIREMENTS: Wall shall keep accurate records of time and costs expended on tasks, in such manner as to meet the standards of State or Federal Audit requirements. Wall shall maintain such records for a three-year period after the completion of services and shall submit such records for audit as may be required.

7. SUBCONTRACTING: Wall shall be permitted to subcontract any portion of his employment to such persons or agencies, as he shall choose, subject to reasonable approval by the Authority.

8. OFFICE SPACE: Wall is not required to maintain an office in Lake County, and the Authority is not obligated to provide office space to Wall.

9. CONTRACT RENEWAL: Upon successful completion of this contract, and upon

mutual agreement of Wall and Authority, non-competitive renewal of this contract for a one year period will be considered.

10. ATTORNEY FEES: In the event of a dispute between the parties concerning the interpretation or enforcement of this contract, the party prevailing in any legal action shall be entitled to reasonable attorney's fees.

In Witness whereof, the parties hereto have placed their signatures the first day and year above written.

LAKE TRANSIT AUTHORITY

By: _____
LISA DAVEY-BATES
EXECUTIVE DIRECTOR

MARK A. WALL

EXHIBIT A

LAKE TRANSIT AUTHORITY TRANSIT MANAGER DUTIES AND RESPONSIBILITIES

FISCAL YEAR 2020/21

Duties:

- Provide ongoing assistance with policy and service development, grant, contract, procurement, planning, and operations processes by providing technical advice, analysis, and detailed instructions and reports.
- Facilitate coordination and liaison between LTA and Caltrans, CalOES, FTA, vendors, and others.
- Advise the LTA Board of Directors and its contractors as requested.
- Attend meetings in Lake County as requested subject to schedule availability.

Responsibilities

The transit management consultant shall be solely responsible for all costs associated with performing the specified duties. These include, but are not limited to office expenses, equipment, utilities, insurance, travel expenses, professional dues, and subcontracting expenses. Retirement contributions, disability, and personal health plan expenses shall also be the responsibility of the Transit Manager.