



Yolo County Transportation District Board of Directors

SPECIAL MEETING AGENDA

DIRECTORS: Jesse Loren (Chair, Winters), Don Saylor (Vice-Chair, Yolo County), Lucas Frerichs (Davis), Chris Ledesma (West Sacramento), Tom Stallard (Woodland), Matt Dulcich (UCD, ex-officio), Nick Hernandez (Caltrans, ex-officio)

ZOOM WEBINAR WEB ADDRESS: <https://zoom.us/j/94926173219>
ZOOM WEBINAR PHONE NUMBER: (669) 900-6833
ZOOM WEBINAR ID: 949 2617 3219

MEETING DATE: Monday, April 19, 2021
MEETING TIME: 5:30 PM

Pursuant to the [Governor’s Executive Order N-29-20](#), members of the Yolo County Transportation District Board of Directors and staff will participate in this Meeting via teleconference. This Executive Order authorizes local legislative bodies to hold public meetings via teleconference and to make public meetings accessible telephonically or otherwise electronically to all members of the public.

Further instructions on how to electronically participate and submit your public comments can be found in the Public Participation Instructions note at the end of this agenda.

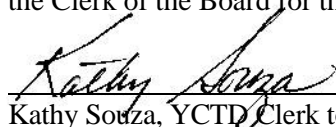
To submit a comment in writing, please email to ksouza@yctd.org and write “For Public Comment” in the subject line. In the body of the email, include the item number and/or title of the item (if applicable) with your comments. All comments received by 4:00 PM on Monday, April 19, 2021 will be provided to the YCTD Board of Directors in advance and comments submitted during the meeting shall made part of the record of the meeting.

<u>Estimated Time</u>			<u>Info/ Discussion</u>	<u>Deliberation/ Action</u>
		<u><i>The Chairman reserves the right to limit speakers to a reasonable length of time on any agenda item, depending upon the number of people wishing to speak and the time available.</i></u>		
5:30 PM	1.	Determination of Quorum (Voting members: Woodland, Davis, West Sacramento, Winters, Yolo County) (Nonvoting members: Caltrans, UCD)		X
5:30	2.	Public Comments regarding matters on the Agenda. (Cal Gov. Code §54954.3)	X	
5:30	3.	Approve Agreement 2021-05 for Management Consultant Services with Martin Tuttle		X
5:35	4.	Closed Session Public Employment, Employee Appointment or Evaluation Pursuant to Government Code Section 54957 Position title: Executive Director		X
	5.	Adjournment		X

UNLESS CHANGED BY THE YCTD BOARD, THE NEXT MEETING OF THE YOLO COUNTY TRANSPORTATION DISTRICT BOARD OF DIRECTORS WILL BE MAY 10, 2021 AT 7:00 PM IN THE YCTD BOARD ROOM, 350 INDUSTRIAL WAY, WOODLAND, CA 95776 OR BY ZOOM IF RECOMMENDED FOR THE SAFETY OF THOSE INVOLVED.

The Board reserves the right to take action on all agendized items at any time during the meeting.

I declare under penalty of perjury that the foregoing agenda was posted on or before Friday, April 16, 2021 at the Yolo County Transportation District Office (350 Industrial Way, Woodland, California). Additionally, copies were FAXED or transmitted electronically to the Woodland, Davis, West Sacramento, and Winters City Halls, as well as to the Clerk of the Board for the County of Yolo.


 Kathy Souza, YCTD Clerk to the Board

Public Participation Instructions

Based on guidance from the California Department of Public Health and the California Governor's Office, in order to minimize the spread of the COVID-19 virus, please do the following:

1. You are encouraged to participate in the April 19, 2021 YCTD Board of Directors Special Meeting remotely via the Zoom platform using the following meeting details:
 - a. Via PC: <https://zoom.us/j/94926173219>
Webinar ID: 949 2617 3219
All participants will be entered into the webinar as attendees.
 - b. Via Phone: Phone Number: (669) 900-6833
Webinar ID: 949 2617 3219
All participants will be entered into the webinar as attendees.
2. If you are joining the webinar via Zoom and wish to make a comment on an item, click the "raise hand" button. If you are joining the webinar by phone only, press *9 to raise your hand. Please wait for the host to announce the comment period has opened and indicate that you wish to make a comment at that time. The Clerk of the Board will notify the Chair, who will call you by name or phone number when it is your turn to comment. Speakers will be limited to 2:00 minutes.
3. If you choose not to observe the YCTD Board of Directors meeting but wish to make a comment on a specific agenda item, please submit your comment via email by 4:00 PM on Monday, April 19, 2021 to Kathy Souza, Clerk of the Board, at ksouza@yctd.org or by phone at 530-402-2819 noting in the subject line: For Public Comment. Your comment will be placed into the record at the Board meeting.

Yolo County Transportation District Board: *Vision, Values and Priorities*

Vision Statement

The vision statement tells us what we intend to become or achieve in the next 3 to 5 years.

Yolo County residents enjoy innovative and efficient mobility options connecting them to places they want to go.

Values

A core value describes our individual and organizational behaviors and helps us to live out our vision.

- Collaboration
- Efficiency
- Transparency
- Innovation
- Service
- Safety
- Economic Sustainability
- Environmental Stewardship
- Equity/Social Justice


District-Wide Priorities

Priorities align our vision and values with our implementation strategies.

- Effective and sustainable business model.
- Efficient, seamless, and easy to use transit system.
- Strong regional mobility partnerships enhance District services.
- Decision making that is data driven decision making and transparent.
- Environmentally sustainable operations.
- Leverage state of the art technology.

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BOARD COMMUNICATIONS: YOLO COUNTY TRANSPORTATION DISTRICT
350 Industrial Way, Woodland, CA 95776---(530) 661-0816

Topic: Approve Agreement 2021-05 for Management Consultant Services with Martin Tuttle	Agenda Item#: Agenda Type:	3
		Deliberation/*Action
Prepared By: Jose Perez	Approved By: 	Attachments: <input checked="" type="radio"/> Yes <input type="radio"/> No
		Meeting Date: April 19, 2021

RECOMMENDATION:

It is recommended that the Yolo County Transportation District (YCTD) Board of Directors consider and approve the attached Agreement 2021-05 for Management Consultant Services with Martin Tuttle.

REASON FOR RECOMMENDATION:

YCTD is in critical need of Management Consultant Services to perform specialized skills related to the operation and management of the District. Martin Tuttle possesses the requisite specialized skill, experience, and knowledge to effectively consult YCTD and assist in carrying out the mission of the YCTD Board of Directors.

BACKGROUND:

The previous YCTD Executive Director retired from service with YCTD on April 2, 21, and as of April 3, 2021, YCTD is in need of specialized skills, knowledge, and experience in order to ensure the YCTD Board vision, values, and priorities are successfully implemented. The proposed agreement and scope of services establishes clear goals, expectations, tasks, and deliverables for Management Consultant Services. Martin Tuttle has presented himself to the YCTD Board as properly trained and in possession of specialized skills to perform the duties required of the proposed agreement.

The agreement would be in effect from April 20, 2021 through May 10, 2021 and may be extended on the same terms and conditions as set forth in the agreement upon written notice to both the Board and Management Consultant.

BUDGET IMPACT:

Management Consultant shall be paid \$15,000 for the services described in Exhibit A of the attached agreement and subject to the condition that the services have been completed in a manner satisfactory to the YCTD Board. Management Consultant shall not be entitled to reimbursement for any expenses except as specifically set forth in Paragraph 12 of the attached agreement.

AGREEMENT 2021-05 FOR MANAGEMENT CONSULTANT SERVICES

THIS AGREEMENT (“Agreement”) is between YOLO COUNTY TRANSPORTATION DISTRICT (“YCTD”), a public body, organized and existing under the laws of the State of California, and MARTIN TUTTLE, an individual (“Management Consultant”) (collectively, the “Parties”).

RECITALS

WHEREAS, YCTD Executive Director Terry Bassett retired on April 2, 2021; and

WHEREAS, as of April 3, 2021, YCTD is in critical need for a management consultant to perform specialized skills related to the operation and management of YCTD; and

WHEREAS, Management Consultant possesses the requisite specialized skill, experience and knowledge to effectively consult with YCTD and assist in carrying out the mission of the YCTD Board; and

WHEREAS, Management Consultant will be an independent contractor/consultant to YCTD and as a result there will be no common law employer-employee relationship between the Parties; and

WHEREAS, the work to be performed by Management Consultant shall not be the same or similar to work performed by Management Consultant as an active employee nor the work to be performed by Management Consultant that of an active employee of YCTD.

NOW, THEREFORE, the Parties do mutually agree as follows:

TERMS

1. Scope of Services: Pursuant to this Agreement, Management Consultant shall consult and advise on the organizational activities of YCTD and carry out tasks aimed to implement the goals and policies of the YCTD Board, as more specifically set forth in Exhibit A - Management Consultant Tasks.

2. Compensation and Work Schedule:

- a. Rate of Pay: Management Consultant shall be paid \$15,000 for the services described in Exhibit A and subject to the condition that the services have been completed in a manner satisfactory to the YCTD Board. Management Consultant shall not be entitled to reimbursement for any expenses except as specifically set forth in Paragraph 12 below.

Method of Payment:

- i. Management Consultant shall submit an invoice detailing the services provided and an itemization of the actual expenses for which reimbursement is requested together with paid invoices, where appropriate. If requested by the Board, Management Consultant shall provide any further documentation to verify the compensation and reimbursement being sought.
 - ii. Within thirty (30) calendar days of the Board Chair's authorization for payment of an invoice, YCTD shall issue payment.
- b. Management Consultant is expected to devote the time necessary, within and outside normal business hours, to establish a presence, both in the office and remotely, to fully collaborate with staff and external stakeholders in the provision of the services set out in this Agreement.

3. Status of Management Consultant:

- a. It is understood and agreed by the Parties hereto that Management Consultant is an independent contractor and that no relationship of employer-employee exists between YCTD and Management Consultant. Management Consultant shall not be entitled to any benefits payable to employees of YCTD. Management Consultant hereby indemnifies and holds YCTD harmless from any and all claims that may be made against YCTD based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement or any services provided pursuant to this Agreement, specifically including CalPERS.
- b. Management Consultant understands that he may be lawfully employed by YCTD, a CalPERS employer, as an “independent contractor” or “consultant” without restrictions if there is no common law employer-employee relationship between the Parties. Work that Management Consultant performs shall not be the same or similar to work performed by Management Consultant as an active employee nor is work to be performed by Management Consultant that of an active employee of YCTD. Management Consultant understands that if he is later determined to be an employee and that employment violates any of the retired annuitant restrictions, his retirement may be terminated by CalPERS.
- c. Management Consultant understands and agrees that the terms of his services are governed only by this Agreement and that no right of regular employment for any specific term is created by this Agreement. Management Consultant further understands that he does not acquire any property interest by virtue of this Agreement, that this Agreement can be terminated at any time for any reason or for no reason by the YCTD Board, and that he is not entitled to any pre- or post-deprivation administrative hearing or other due process upon termination of this Agreement.

4. Representation of Management Consultant: Management Consultant represents, and YCTD relies on such representation, that he is properly trained and possesses specialized skills to perform the duties required of this Agreement.

5. Effective Date and Term of Agreement:

- a. This Agreement shall be effective on April 20, 2021 (“Effective Date”), and shall terminate automatically at midnight on May 10, 2021. This Agreement may be terminated with or without cause and with or without notice at any time by YCTD or Management Consultant – with no further remuneration owed.
- b. At the YCTD’s option, this Agreement may be extended on the same terms and conditions as set forth in this Agreement upon written notice to Management Consultant prior to the expiration of the then-existing term by the YCTD Board. The notice shall include the revised agreement term and the approved payment amount to be added to the Agreement.

6. Non-Assignment of Agreement: This Agreement is intended to secure the individual services of Management Consultant and is not assignable or transferable by Management Consultant to any third party.

7. Governing Law/Venue: This Agreement shall be interpreted according to the laws of the State of California. Venue for any action or proceeding regarding this Agreement shall be in the County of Yolo.

8. Enforceability: If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

9. Conflict of Interest: Management Consultant agrees that during the term of this Agreement, he will not maintain any financial interest or engage in any other contract employment, occupation, work, endeavor or association, whether compensated for or not, that would in any way conflict with, or impair Management Consultant’s ability to perform the duties described in this Agreement.

10. Entire Agreement and Modification: This Agreement constitutes the entire understanding of the Parties. This Agreement supersedes any previous contracts, agreements, negotiations or understandings, whether written or oral, between the Parties. Management Consultant shall be entitled to no other compensation or benefits than those specified herein, and Management Consultant acknowledges that no representation, inducements or promises not contained in this Agreement have been made to Management Consultant to induce Management Consultant to enter into this Agreement. No changes, amendments or alterations hereto shall be effective unless in writing and signed by both Parties. Management Consultant understands that no oral modification of this Agreement made by any board member, officer, agent or employee of YCTD is effective. Management Consultant specifically acknowledges that in entering into and executing this Agreement, he relies solely upon the provisions contained herein and no others.

11. Support Services and Equipment: Management Consultant shall be provided office space and the necessary equipment sufficient to fulfill obligations under this Agreement, as determined by YCTD, at no cost to Management Consultant.

12. Reimbursement for Expenses: Management Consultant shall be reimbursed by YCTD in accordance with YCTD policy and federal and state law applicable to YCTD. Management Consultant shall document and claim such reimbursement in the manner and on forms required by YCTD. Other than specifically provided herein, Management Consultant shall receive no other compensation or reimbursements for expenses incurred by his performance under this Agreement.

13. Indemnification. Management Consultant shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement. With the exception that this Section shall in no event be construed to require indemnification by either party to a greater extent than permitted by law, each party shall indemnify, defend and hold harmless the other, its officers, agents, employees and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorney fees) and liability of any kind or nature arising out of or resulting from performance of the work, provided that any such claim, damage, demand, loss, cost, expense or liability is caused in whole or in part by any negligent or intentional act or omission of a party, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. A party's or subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. In providing any defense under this Section, Management Consultant shall use counsel reasonably acceptable to District Counsel.

14. Inspection of Records. Management Consultant shall have access to all YCTD records. These records include, but are not limited to, financial and personnel records and all other physical and electronic records and documents originated or prepared at or for YCTD. Management Consultant acknowledges that he, in confidence, will be furnished or acquire secret, confidential or proprietary information and trade secrets, including those that relate to the operation of YCTD, its methods of doing business, and its clients and their preferences and practices. Management Consultant acknowledges that YCTD may be severely damaged if this information, to the extent it is legally protectable, were used by Management Consultant or disclosed to any other person or entity. Management Consultant agrees not to make use of this information or to disclose it in any form or manner to any other person or entity without the written permission of YCTD. Upon expiration or termination of this Agreement, Management Consultant shall return all records to YCTD for retention or destruction.

15. Notice.

- a. All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of YCTD and Management Consultant at their respective addresses as follows:

To Management Consultant: Martin Tuttle
Address
City, CA Zip Code

To YCTD: Jesse Loren, Chair
City of Winters
318 1st St.
Winters, CA 95694

- b. In lieu of written notice to the above addresses, any party may provide notices through the use of email provided the following email addresses are used:

To Management Consultant: martintuttle721@yahoo.com

To YCTD: jesse.loren@cityofwinters.org

- c. Any party may change the address or email address to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.
- d. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using email, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

16. Conflict of Interest.

- a. Management Consultant shall comply with the laws and regulations of the State of California and YCTD regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100 including regulations promulgated by the California Fair Political Practices Commission.
- b. Management Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Management Consultant obligations and responsibilities hereunder. Management Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed. This covenant shall remain in force until Management Consultant completes performance of the services required of it under this Agreement.
- c. Management Consultant agrees that if any fact comes to its attention that raises any question as to the applicability of any conflict of interest law or regulation, Management Consultant will immediately inform YCTD and provide all information needed for resolution of the question.

17. Non-Discrimination in Services and Benefits. During the performance of this Agreement, Management Consultant shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Management Consultant shall comply with the provisions of California's laws against discriminatory practices relating to specific

groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135 - 11139.5).

18. Amendment: This Agreement may be amended only by written instrument signed by the Parties.

19. Covenant Against Contingent Fees. Management Consultant warrants that it has not employed or retained any company or person to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this Agreement. For breach or violation of this warranty, YCTD shall have the right to annul this Agreement without liability, or in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

20. No Presumption of Drafter: The Parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the Parties and this Agreement reflects their mutual agreement regarding the subject matter of this Agreement. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any Party to be the drafter of this Agreement and, therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

21. Assistance of Counsel: Each party to this Agreement warrants to the other party that the party has either had the assistance of counsel in negotiation for, and preparation of, this Agreement or could have had such assistance and voluntarily declined to obtain such assistance.

22. Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic means and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

MANAGEMENT CONSULTANT:

Date: _____
_____ Martin Tuttle, Management Consultant

YCTD:

Date: _____
_____ Jesse Loren, YCTD Board of Directors, Chair

EXHIBIT A
Management Consultant Tasks

Tasks include, but are not limited to, the following, in no particular order:

1. Operationalize the Board's Vision and Values
 - a. Strategies to implement Vision and Values
 - i. Discuss with individual Directors what they want and need in the District's path forward
 - b. Develop new pathways for District success
2. Management Audit for Assessment of Organizational Effectiveness
 - a. Succession planning - including duties, salaries, and effectiveness of personnel
 - b. Revise Organizational Chart
 - c. Suggested training, coaching, rightsizing
3. Assess budget, COVID-related funding, 5307 funding, federal, state and local funding, and other transportation funding from a variety of sources
 - a. Long-range and short-range budget planning and assessment
4. Assessment of intergovernmental agreements, including mutual aid and transfer agreements
 - a. Weigh the continuation of the Connect Card
 - b. Review where contracting with local agencies may be beneficial to YCTD and member agencies
5. Assess current community engagement, communication strategies for effectiveness as they pertain to increasing ridership
6. Coach Acting Director with Yolo Go implementation, meeting agendas, and new Website design.
 - a. Advise and propose sources of any needed training for YCTD staff
7. Plan for and execute the recruitment efforts for the Executive Director Position
8. Communications
 - a. Ongoing effective communication with the Chair and Vice-Chair
 - b. Weekly Updates to the Board
 - c. Share schedule for in-person work at the YCTD Office in Woodland
 - d. Development of a Work Plan for the period through July 16, 2021
 - e. Development of a Work Plan for the time beyond July 16, 2021, if needed