

# South Bay Cities Council of Governments

June 8, 2015

TO: SBCCOG Steering Committee

FROM: Jacki Bacharach, SBCCOG Executive Director

SUBJECT: Contract for Transportation Advisory Services

## Adherence to Strategic Plan:

***Goal A: Environment, Transportation and Economic Development.*** Facilitate, implement and/or educate members and others about environmental, transportation and economic development programs that benefit the South Bay. &

***Goal B: Regional Advocacy.*** Advocate for the interests of the South Bay.

## Background

Steve Lantz has been the SBCCOG's transportation adviser since January, 2011. His first contract ended in June, 2012 and was extended for an additional three years to June 30, 2015.

Since Steve started with the SBCCOG, he has kept the Board abreast of current issues on the federal, state, regional and local level. He has developed and implemented the Measure R South Bay Highway Program and he has taken the responsibility for the Infrastructure Working Group.

Steve's expertise and knowledge of the South Bay would be difficult, if not impossible, to duplicate.

## RECOMMENDATION

That the Steering Committee recommend to the Board of Directors that they approve the attached contract with Stephen H. Lantz for Transportation Advisory Services from July 1, 2015 to June 30, 2018.



## **Independent Contractor Agreement**

This Agreement is made between the South Bay Cities Council of Governments (SBCCOG)(Client), with a principal place of business at 20285 Western Avenue, Suite 100, Torrance, Ca. 90501 and Stephen H. Lantz (Contractor).

### **Term of Agreement**

This Agreement will become effective on July 1, 2015 and will end no later than June 30, 2018.

### **Services to be Performed**

Contractor agrees to perform the services described in Exhibit A attached to this Agreement subject to modifications annually.

### **Payment**

In consideration for the services to be performed by Contractor, Client agrees to pay Contractor \$9078.75 per month for a total of \$108,945 annually according to the terms set out below and subject to annual modification.

### **Terms of Payment**

Contractor shall submit an invoice to Client on the last day of each month for the work performed during that month. The invoice should include: an invoice number, the dates covered by the invoice, the hours expended and a summary of the work performed. Client shall pay Contractor's fee within a reasonable time after receiving the invoice.

### **Expenses**

Contractor shall include expenses in invoices and be reimbursed for all expenses specified as reimbursable on the attached Exhibit B for that task. Contractor shall be responsible for all other expenses incurred while performing services under this Agreement.

### **Independent Contractor Status**

Contractor is an independent Contractor, not Client's employee. Contractor and Client agree to the following rights consistent with an independent Contractor relationship.

- Contractor has the right to perform services for others during the term of this Agreement.
- Contractor has the sole right to control and direct the means, manner and method by

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which the services required by this Agreement will be performed.

- Contractor has the right to perform the services required by this Agreement at any place, location or time.
- Contractor will furnish all equipment and materials used to provide the services required by this Agreement.
- Contractor shall not receive any training from Client in the skills necessary to perform the services required by this Agreement.
- Client shall not require Contractor to devote full time to performing the services required by this Agreement.

### **Subcontracting**

Consultant shall not subcontract work under this Agreement without the express written consent of the SBCCOG. It is mutually understood and acknowledged that SBCCOG is entering into this Agreement with Consultant in specific reliance on its professional qualifications.

### **Other Employment**

SBCCOG acknowledges that Consultant may be engaged in consulting work for other clients on issues similar to those on which Consultant is working with SBCCOG, and agrees that as such other activities arise they should be reviewed with the SBCCOG Chair and Executive Director to determine that they do not create any conflict of interest with the services provided to SBCCOG hereunder. Any consulting work for Metro would be considered a conflict of interest and disallowed.

### **Business Permits, Certificates and Licenses**

Contractor has complied with all federal, state and local laws requiring business permits, certificates and licenses required to carry out the services to be performed under this Agreement.

### **State and Federal Taxes**

Client will not:

- withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf
- make state or federal unemployment compensation contributions on Contractor's behalf, or
- withhold state or federal income tax from Contractor's payments.

### **Fringe Benefits**

Contractor understands that Contractor is not eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of Client.

**Workers' Compensation**

Client shall not obtain workers' compensation insurance on behalf of Contractor.

**Unemployment Compensation**

Client shall make no state or federal unemployment compensation payments on behalf of Contractor. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.

**Insurance**

Client shall not provide any insurance coverage of any kind for Contractor or Contractor's employees or contract personnel.

**Indemnity**

Contractor and Client shall mutually indemnify and hold the other party harmless from any loss or liability arising from performing services under this Agreement.

**Terminating the Agreement**

Either party may terminate this Agreement any time by giving thirty days written notice to the other party of the intent to terminate.

**Exclusive Agreement**

This is the entire Agreement between Contractor and Client.

**Severability**

If any part of this Agreement is held unenforceable, the rest of the Agreement will continue in effect provided that the principal purposes of the parties are not thereby frustrated.

**Applicable Law**

This Agreement will be governed by the laws of the state of California.

**Notices**

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- when delivered personally to the recipient's address as stated on this Agreement
- three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement, or
- when sent by fax or e-mail to the recipient known to the person giving notice. Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a confirmation of receipt.

**No Partnership**

This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on Client's behalf.

**Resolving Disputes**

If a dispute arises under this Agreement, prior to instituting litigation the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in California. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties.

**Signatures**

**Client: South Bay Cities Council of Governments**

By: \_\_\_\_\_ James F. Goodhart  
(Signature) (Typed or Printed Name)  
Title: SBCCOG Chair  
Date: \_\_\_\_\_

**Contractor: Stephen H. Lantz**

By: \_\_\_\_\_ : Stephen H. Lantz  
(Signature) (Typed or Printed Name)  
Title: Consultant  
Date: \_\_\_\_\_

**If Agreement Is Faxed:**

Contractor and Client agree that this Agreement will be considered signed when the signature of a party is delivered by facsimile or e-mail transmission. Signatures transmitted by facsimile or e-mail transmission shall have the same effect as original signatures.

# **EXHIBIT A**

## **Transportation Advisory Services to the SBCCOG**

Prepare monthly SBCCOG Transportation Update covering news and emerging trends of interest to the SBCCOG Steering Committee. Submit no later than one day prior to Steering Committee Agenda distribution deadline.

### **Measure R Highway Program**

Staff the SBCCOG's efforts to ensure timely and effective implementation of the Measure R highway program for the South Bay as set forth in the Measure R South Bay Highway Program (SBHP) Implementation Plan. This would include:

- Interfacing, as appropriate, with the SBCCOG Board, Steering Committee, Infrastructure Working Group, any other committees and task forces, and any other SBCCOG staff and consultants on matters relevant to the Transportation Advisory Services within this Scope of Work.
- Interfacing with individual SBCCOG local jurisdictions under the direction of the SBCCOG Executive Director and key elected officials and /or staff.
- Managing agenda preparation and meeting logistics for the SBCCOG Infrastructure Working Group.
- Managing the SBCCOG's relationships with the MTA, Caltrans, SCAG, the California Transportation Commission, and FHWA as they pertain to the SBHP and other SBCCOG transportation initiatives.
- Acting as SBHP Program Manager with broadly defined oversight of the activities of any firm(s) and SBCCOG staff who may be involved in the SBHP work. Review invoices, prepare quarterly report narratives, and monitor budget.
- Advising and, as needed, drafting and advocating for policies related to use of Measure R funding.
- Work with the SBCCOG, the MTA and others to leverage the Measure R funding so as to increase the amount of funding available for highway improvements in the South Bay, as well as to accelerate funding from the second and third decades into the first decade.

## **All-inclusive Transportation Advisory & Policy Development Services**

This would include staff support activities with respect to:

- Rail:
  - Green Line South Extension
  - Crenshaw-LAX Corridor
  - Connections to LAX
  - System-wide rail development considerations
  
- Transit:
  - Monitoring the Metro South Bay Service Council deliberations (meeting attendance may not be necessary)
  - Developing relationship with General Managers of South Bay transit services and understanding their issues
  
- Highway:
  - Monitoring the development of Metro Express Lanes I-110 Congestion Pricing project
  - Assisting SBCCOG consultants and staff on sustainable development strategies related to transportation (e.g.: transit-oriented and neighborhood-oriented development)
  
- TDM
  - Assisting, as requested, SBCCOG consultants and staff to develop and implement transportation demand management strategies (e.g.: van pools, car sharing, telecommuting,
  - Assisting, as requested, SBCCOG consultants and staff to develop and implement South Bay electric vehicle strategies
  
- Funding:
  - Advising the SBCCOG with respect to funding opportunities in Federal reauthorization and appropriations bills, as well as the relevant STIP and SHOPP programs.
  - Facilitating SBCCOG cities and Metro to consider the advisability of transportation-related tax and fee programs and to develop an appropriate South Bay response and 'wish list' should such taxes or fees become an element within the Metro Long Range Transportation Program.
  
- Advocacy

- Developing and implementing a legislative strategy to meet with our state and federal representatives to present South Bay issues and priorities on an annual basis
- Interfacing on transportation issues of behalf of the SBCCOG:
  - With SCAG, MTA, the ports and other agencies on regional goods movement issues;
  - Working with Metro Board representatives – Butts (Bohlke); Knabe (Moore); Ridley-Thomas (Ricciello)
- Supporting the SBCCOG’s Executive Director, Board and committees on other transportation-related matters, as requested or assigned.

## **EXHIBIT B**

### **Reimbursable Expenses**

- Pre-approved travel outside of Southern California
- Parking fees, upon receipt
- Transit fares, upon receipt
- Pre-approved meeting attendance meal and registration costs