
TRI-VALLEY TRANSPORTATION COUNCIL

Steven Spedowski
TVTC Chair
Councilmember
Livermore
(925) 960-4016

Monday, July 18, 2016 – 4pm
City of Livermore Airport Board Room
680 Terminal Circle, Livermore CA 94551

AGENDA

Arne Olson
TVTC Vice-Chair
Councilmember
Pleasanton
(925) 200-8579

Scott Perkins
Councilmember
San Ramon
(925) 973-2530

David Haubert
Mayor
Dublin
(925) 833-6634

Karen Stepper
Mayor
Danville
(925) 275-2412

Scott Haggerty
Supervisor District 1
Alameda County
(510) 272-6691

Candace Andersen
Supervisor District 2
Contra Costa County
(925) 957-8860

- 1) Call to Order, Roll Call, and Self Introductions
- 2) APPOINTMENT of TVTC Chair, Vice-Chair, and TVTC Administrator for FY2016/17 and FY2017/18 (Action)*
- 3) Public Comment
- 4) Approval of Meeting Minutes of May 16, 2016 (Action)*
- 5) Oral Communications
- 6) Consent Calendar (Action)
- 7) Old Business
- 8) New Business
 - a) TVTC Audit (Action)
 - (1) ADOPT Resolution 2016-06 amending the Fiscal Year 2016/17 budget to increase audit services from \$5,000 to \$7,000 and approving the appropriation of the additional \$2,000 to fund the performance of audits for Fiscal Year 2014/15 and Fiscal Year 2015/16*
 - (2) ADOPT Resolution 2016-07 approving a professional services agreement with Cropper Accountancy Corporation for audit services through July 18, 2018 with the possibility of three 1-year extensions*
 - b) APPROVE 2017 TVTC Board Meeting Schedule (Action)*
- 9) Other Business
- 10) Adjournment

* Attachment(s)

The Tri-Valley Transportation Council meetings are wheelchair accessible. If you have any questions related to the Tri-Valley Transportation Council meeting agenda, please contact Debbie Bell, TVTC Administrative staff at (925) 960-4541 or email at dlbell@cityoflivermore.net

Upcoming Meetings:

TVTC TAC: Tuesday, August 9, 2016, 9:00 a.m., 100 Civic Plaza,
Public Works Front Room, Dublin, CA 94568

TVTC: Monday, October 17, 2016, 4:00 p.m., Airport Board
Room, 680 Terminal Circle, Livermore CA 94551

Item 2

Steven Spedowski
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To: Tri-Valley Transportation Council

From: TVTC Technical Advisory Committee

Date: July 18, 2016

Subject: Appointment of TVTC Chair, Vice-Chair, and Administrator for Fiscal Year (FY) 2016/17 and FY 2017/18

BACKGROUND

The TVTC, at their January 23, 2002 meeting, adopted a rotation schedule for the Chair and Vice-Chair. Subsequently, at their meeting of September 22, 2010, and in efforts to provide continuity with the combined administrative and treasurer duties, the TVTC unanimously agreed to rotate the Chair and Vice-Chair on a biennial, fiscal year basis according to the TVTC Bylaws (Section B.1).

DISCUSSION

Contra Costa County and City of Livermore representatives have served as Chair and Vice-Chair, respectively, since FY 2014/15. It is recommended that the new Chair and Vice-Chair be appointed for the FY 2016/17 through FY 2017/18 in accordance with the TVTC rotation schedule as defined by the Joint Exercise of Power Agreement (Section 4.a).

The City of Livermore representative, Councilmember Steven Spedowski, is scheduled to serve as Chair and the City of Pleasanton representative, Councilmember Arne Olson, is scheduled to serve as Vice-Chair.

RECOMMENDED ACTIONS

Staff recommends that TVTC take the following actions:

1. Appoint the City of Livermore as Chair of the TVTC;
2. Appoint the City of Pleasanton as Vice-Chair of the TVTC; and
3. Appoint City of Livermore as TVTC Administrator

Attachment A: Chair Rotation Schedule

Attachment A

TRI-VALLEY TRANSPORTATION COUNCIL
Rotation Update for the Tri-Valley Transportation Council
Chair and Vice-Chair
Updated July 18, 2016

TVTC Rotation Schedule (biennial)

1. City of Livermore (FY 2016/17 – FY 2017/18)
2. City of Pleasanton (FY 2018/19 – FY 2019/20)
3. City of San Ramon (FY 2020/21 - FY 2021/22)
4. City of Dublin (FY 2022/23 – FY 2023/24)
5. Town of Danville (FY 2024/25 – FY 2025/26)
6. Alameda County (FY 2026/27 – FY 2027/28)
7. Contra Costa County (FY 2028/29 – FY 2029/30)

Item 4

MINUTES

TRI-VALLEY TRANSPORTATION COUNCIL

Danville Town Offices – Large Conference Room
510 La Gonda Way, Danville, CA 94526
May 16, 2016 at 4:00 p.m.

1) CALL TO ORDER, ROLL CALL, AND SELF-INTRODUCTIONS

The Tri-Valley Transportation Council (TVTC) was called to order at 4:00 p.m. by the Chair, Supervisor Candace Andersen, Contra Costa County.

Members in Attendance:

	<u>Present</u>
Candace Andersen, Chair, Supervisor District 2, Contra Costa County	X
Steven Spedowski, Vice Chair, Councilmember, Livermore	X
Arne Olson, Councilmember, Pleasanton	X
Scott Perkins, Councilmember, San Ramon	X
David Haubert, Mayor, Dublin	X
Karen Stepper, Councilmember, Danville	X
Scott Haggerty, Supervisor District 1, Alameda County	X

TVTC Staff:

Bob Vinn, City of Livermore	X
Mike Tassano, City of Pleasanton	X
Andy Dillard, Town of Danville	X
Paul Keener, Alameda County	X
Obaid Khan, City of Dublin	X
Lisa Bobadilla, City of San Ramon	X
Jamar Stamps, Contra Costa County	X

Others in Attendance:

Lindsay D'Andrea, Meyers Nave	X
Susan Miller, Contra Costa Transportation Authority	X
Dawn Argula, Alameda County, Supervisor District 1 Office	X
Bob (last name inaudible), Danville Resident	X

2) PUBLIC COMMENT

Bobby Lee, Danville resident: Referencing the Tassajara Road/Camino Tassajara Road project and associated road closure, indicated that some residents are confused as to who is in charge of the project and who residents should direct questions and complaints to. Mr. Lee requested improved communication and public outreach so that residents are better informed. Chair Andersen and Mayor Stepper provided direct contact information to address issues with this project or any other future issues.

3) APPROVAL OF MEETING MINUTES FOR FEBRUARY 24, 2016

Motion by Vice-Chair Spedowski; Second by Councilmember Perkins.

Unanimously Approved (Ayes 6; Noes 0; Abstain 1 (Haubert))

4) **ORAL COMMUNICATION**

None.

5) **CONSENT CALENDAR**

- a. ADOPT TVTC Resolution No. 2016-01, professional services agreement with Franklin Management for bookkeeping and accounting services through June 30, 2018. (Action)*
- b. ADOPT TVTC Resolution No. 2016-02, addendum to professional services agreement with Kimley-Horn for professional engineering and planning services to extend contract through April 30, 2017. (Action)*
- c. ADOPT TVTC Resolution No. 2016-03 and APPROVE City of Pleasanton Tri-Valley Transportation Development Fee Allocation Request. (Action)*

Consent Calendar unanimously approved on a motion by Mayor Stepper; Second by Councilmember Olson (Ayes 7; Noes 0; Abstain 0)

6) **OLD BUSINESS**

None.

7) **NEW BUSINESS**

- a. **ACCEPT 2015 TVTC Financial Report, as recommended by the TVTC Financial Subcommittee. (Action)**

Motion by Councilmember Perkins; Second by Vice-Chair Spedowski.

Unanimously Approved (Ayes 7; Noes 0; Abstain 0)

- b. **ADOPT TVTC Resolution No. 2016-04 and APPROVE Fiscal Year 2016/2017 TVTC Budget, as recommended by the TVTC Financial Subcommittee. (Action)**

Motion by Councilmember Perkins; Second by Councilmember Olson.

Unanimously Approved (Ayes 7; Noes 0; Abstain 0)

- c. **ADOPT TVTC Resolution No. 2016-05 and APPROVE Town of Danville Tri-Valley Transportation Development Fee Allocation Request. (Action)**

TVTC Counsel recommended some additional language for Resolution 2016-05; a third section under the “resolved” recitals, *“And any other related action to further the intent of the resolution.”*

Supervisor Haggerty recommended TVTC staff provide Tri-Valley Transportation Development Fee projections to determine project funding could be allocated on schedule. The Board will receive report on the Strategic Expenditure Plan Update at a future meeting where fee projection information will be provided.

Motion by Councilmember Perkins; Second by Mayor Stepper.

Unanimously Approved (Ayes 7; Noes 0; Abstain 0)

8) OTHER BUSINESS/ANNOUNCEMENTS

- a. Councilmember Olson inquired about the minimum account balance required at Mechanic's Bank in order to have bank fees waived. Staff estimated the minimum amount required is \$500,000. Councilmember Olson suggested investigating other banks that would allow lower minimum balances. Supervisor Haggerty concurred. Suggested banks included Union Bank and Fremont Bank. Chair Andersen recommended referring the matter to the Finance Subcommittee. TVTC may issue a request for proposals.

9) ADJOURNMENT

The meeting was adjourned by Supervisor Candace Andersen at 4:37 p.m.

Item 8.a.

Steven Spedowski
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To: Tri-Valley Transportation Council

From: TVTC Technical Advisory Committee

Date: July 18, 2016

Subject: TVTC Audit

BACKGROUND

The TVTC Joint Exercise of Powers Agreement (JEPA) requires a designated, independent certified accountant perform the annual audit of accounts and records of TVTC. In April 2016 TVTC distributed a Request for Proposal (RFP) for audit services for Fiscal Year (FY) 2014/15 and FY2015/16. Cropper Accountancy was the sole respondent to the RFP.

DISCUSSION

On April 20, 2015 the TVTC accepted the FY 2013/14 Audit. The TVTC TAC distributed a request for proposals (RFP) in April 2016 for services to complete audits for FY 2014/15 and FY 2015/16 with the option for three one-year extensions. Cropper Accountancy was the sole respondent to the RFP.

On April 22, 2016 the TVTC Financial Subcommittee received an update on the RFP process and the Cropper Accountancy proposal. Subcommittee members expressed willingness to enter into a contract with Cropper Accountancy to complete the FY 2014/15 and FY2015/16 audits including the option of three one-year extensions.

Cropper Accountancy's proposal identifies a rate of \$3,500 per annual audit for FY 2014/15 and FY2015/16 conditional upon both audits performed simultaneously and presented as a single set of comparative financial statements. Cropper Accountancy's proposal also identifies a rate of \$4,000 for each subsequent audit (FY2016/17, FY2017/18, and FY2018/19) if a contract extension is mutually agreed upon by both parties.

The TVTC budget annually allocates \$5,000 for a single-year audit. Because TVTC did not perform the FY2014/15 audit, the \$5,000 allocated to this effort remains unspent but was not carried forward. In May 2016 the TVTC approved the annual FY 2016/17 budget with the typical \$5,000 to complete

an audit, however, this budget is insufficient to complete two fiscal year audits.

Therefore, the TVTC TAC recommends a budget amendment to increase the audit services line item from \$5,000 to \$7,000 and an appropriation of \$2,000 to fund the FY 2014/15 and FY2015/16 audits as proposed by Cropper Accountancy. While budget amendments are typically reviewed by the Financial Subcommittee, the TAC recommends TVTC consider the budget amendment for time efficiency to expedite the audits.

TVTC TAC worked with legal counsel to provide the attached contract and budget amendment documents.

RECOMMENDATION

ADOPT Resolution 2016-06 amending the Fiscal Year 2016/17 TVTC Budget and appropriating \$2,000 to fund the FY 2014/15 and FY2015/16 audits.

ADOPT Resolution 2016-07 approving professional services agreement with Cropper Accountancy for audit services through July 18, 2018 with the possibility of three one-year extensions.

**TRI-VALLEY TRANSPORTATION COUNCIL
RESOLUTION NO. 2016-06**

**A RESOLUTION AMENDING THE FISCAL YEAR 2016/2017 BUDGET TO
INCREASE AUDIT SERVICES FROM \$5,000 to \$7,000 AND APPROVING THE
APPROPRIATION OF THE ADDITIONAL \$2,000 TO FUND THE PERFORMANCE OF
AUDITS FOR FISCAL YEAR 2014/2015 AND FISCAL YEAR 2015/2016**

WHEREAS, on October 18, 2013 the Tri-Valley Transportation Council (“TVTC”), consisting of the County of Alameda, the County of Contra Costa, the Town of Danville, the City of Dublin, the City of Livermore, the City of Pleasanton, and the City of San Ramon, entered into a Joint Exercise of Powers Agreement (“JEPA”) effectively establishing TVTC as a separate public entity duly organized and existing under the Constitution and other laws of the State of California; and

WHEREAS, the JEPA under section 5(b)(iii) authorizes TVTC to prepare and adopt a budget for TVTC’s administrative functions; and

WHEREAS, the annual budget revenues are based on 1% of the TVTC development fees for ongoing administrative costs, including administrative support, accounting services, audit services, legal services, treasurer oversight, insurance, website services and banking services; and

WHEREAS, Resolution No. 2015-02 adopted the FY2015/2016 budget including \$5,000 for the Fiscal Year 2014/2015 audit; and

WHEREAS, the Fiscal Year 2014/2015 audit was not performed and the budgeted \$5,000 was not expended; and

WHEREAS, Resolution No. 2016-04 adopted the FY2016/2017 budget including \$5,000 for the Fiscal Year 2015/2016 audit, but did not include funding for the Fiscal Year 2014/15 audit; and,

WHEREAS, by a separate resolution, staff recommends that TVTC approve a Professional Services Agreement (“Agreement”) with Cropper Accountancy Corporation to complete the Fiscal Year 2014/15 and Fiscal Year 2015/16 audits for an amount not to exceed \$7,000; and,

WHEREAS, in order to ensure there is sufficient funding for the work provided under the Agreement, the TVTC Fiscal Year 2016/2017 budget needs to be amended to increase the “Audit Services” line item from \$5,000 to \$7,000 and the additional \$2,000 needs to be appropriated to fund the performance of audits for Fiscal Year 2014/2015 and Fiscal Year 2015/2016.

NOW THEREFORE BE IT RESOLVED THAT:

TVTC amends the Fiscal Year 2016/2017 budget to increase the "Audit Services" line item from \$5,000 to \$7,000 and approves the appropriation of the additional \$2,000 to fund the performance of audits for Fiscal Year 2014/2015 and Fiscal Year 2015/2016.

PASSED, APPROVED AND ADOPTED at the meeting of July 18, 2016 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

Steven Spedowski, Chair
Tri-Valley Transportation Council

ATTEST: _____
Debbie Bell, TVTC Administrative Staff

Tri-Valley Transportation Council Operating Budget

REVENUES	FY 2016-17 Approved (1)	FY 2016-17 Proposed (2)	Change (2)-(1) Increase
Transportation Development Projected Fees	\$43,733	\$43,733	\$0
Projected Administrative Fees	\$56,900	\$56,900	\$0
Total Revenues	\$100,633	\$100,633	\$0
EXPENSES (Notes)			
Operating Expenditures (a)	\$20,000	\$20,000	\$0
Accounting Services (b)	\$5,000	\$5,000	\$0
Audit Services (c)	\$5,000	\$7,000	\$2,000
Legal Services (d)	\$14,000	\$14,000	\$0
Treasurer Oversight (San Ramon) (e)	\$1,200	\$1,200	\$0
Insurance (f)	\$5,000	\$5,000	\$0
Basecamp (San Ramon) (g)	\$300	\$300	\$0
Banking/Service Charges (h)	\$500	\$500	\$0
Website Annual Maintenance (i)	\$1,500	\$1,500	\$0
Board Member Stipends	\$2,000	\$2,000	\$0
Expenses Subtotal	\$54,500	\$56,500	\$2,000
MISCELLANEOUS EXPENSES			
Website Development	\$0	\$0	\$0
Strategic Expenditure Plan Update	\$43,733	\$43,733	\$0
Miscellaneous Subtotal	\$43,733	\$43,733	\$0
GRAND TOTAL EXPENSES	\$98,233	\$100,233	\$2,000

Notes:

- (a) For Admin Staff
- (b) Franklin Management
- (c) Annual Finance Audit
- (d) General Counsel
- (e) San Ramon/treasurer
- (f) General liability insurance
- (g) TVTC web hub
- (h) Mechanics Bank
- (i) Planeteria Media

**TRI-VALLEY TRANSPORTATION COUNCIL
RESOLUTION NO. 2016-07**

**A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT
WITH CROPPER ACCOUNTANCY CORPORATION AND AUTHORIZING THE
CHAIR TO EXECUTE SAID AGREEMENT**

WHEREAS, on April 8, 2016, the Tri-Valley Transportation Council (“TVTC”) issued a request for proposals and qualifications (“RFP/RFQ”) from qualified certified public accountants (“auditor” or “firm”) to audit its financial statements for the fiscal years ending June 30, 2015 and 2016; and,

WHEREAS, pursuant to the RFP/RFQ, TVTC received one proposal, from Cropper Accountancy Corporation (“Cropper”), outlining their qualifications and ability to perform TVTC’s required audits; and,

WHEREAS, staff believes Cropper’s proposal will meet TVTC’s needs and recommends approving a Professional Services Agreement (“Agreement”) with Cropper for an amount not to exceed \$7,000, such Agreement is attached hereto and incorporated herein as Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED THAT THE TRI-VALLEY
TRANSPORTATION COUNCIL HEREBY TAKES THE FOLLOWING ACTIONS:**

1. Approves the Professional Services Agreement with Cropper Accountancy, attached hereto and incorporated herein as Exhibit A; and,
2. Authorizes the Chair of the Tri-Valley Transportation Council to execute said Agreement, subject to review and approval as to form by the General Counsel.

PASSED, APPROVED AND ADOPTED at the meeting of July 18, 2016 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

Steven Spedowski, Chair
Tri-Valley Transportation Council

ATTEST: _____
Debbie Bell, TVTC Administrative Staff

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT WITH CROPPER ACCOUNTANCY

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TRI VALLEY TRANSPORTATION COUNCIL (“TVTC”)
AND
Cropper Accountancy Corporation
FOR
Auditing Services**

This is an agreement between the Tri Valley Transportation Council, hereinafter referred to as “TVTC,” and Cropper Accountancy Corporation hereinafter referred to as “CONTRACTOR,” for Auditing Services.

WHEREAS, TVTC desires to secure professional Auditing Services and CONTRACTOR is qualified and willing to provide such professional assistance.

NOW, THEREFORE, TVTC and CONTRACTOR agree as follows:

1. **Scope of Service.** An outline of the scope of services including mandatory timeframes for performance, deadlines for providing deliverables to TVTC, and the maximum fee for each item under this Agreement is attached hereto as Exhibit A and incorporated herein.

CONTRACTOR shall comply with specific standards or governmental requirements applicable to specific tasks hereunder or as may be necessary to enable CONTRACTOR to express the opinions required hereunder.

2. **Modification of Agreement.** The TVTC may request changes to this Agreement including the Scope of Services to be performed by CONTRACTOR. Such requests shall be made in writing exclusively by the TVTC Chair, and shall describe in detail the proposed additions, deletions, or modifications. Such requests will include tabulation of costs, expenses, and time required to complete the requested work. CONTRACTOR shall have the length of time specified in the request to reply in writing to the request. Neither TVTC’s request nor CONTRACTOR’S reply shall constitute a modification of this Agreement. Any modification shall be contained in a written amendment to the Agreement and will be effective only if signed by both parties. Execution of the Amendment by the TVTC shall constitute authorization to proceed with the work identified therein.

3. **Time of Performance.** CONTRACTOR'S performance shall begin on July 18, 2016 and be completed by July 18, 2018. CONTRACTOR may commence work as of the date authorized by the TVTC Technical Advisory Committee ("TVTC TAC") which date may be prior to execution of this Agreement.

However, CONTRACTOR is under no obligation to commence work hereunder prior to execution of this Agreement.

4. **Compensation.** TVTC agrees to pay CONTRACTOR at the rates set forth in Exhibit A, and incorporated herein, in a sum not to exceed SEVEN THOUSAND DOLLARS (\$7,000).

Upon completion and acceptance of the deliverables CONTRACTOR shall submit an itemized invoice for the completed work showing applicable rates and charges as agreed to hereunder and the total amount due.

5. **Extension.** TVTC has the option to request three (3) one-year extensions to this Agreement to provide for three subsequent financial audits. In the event that TVTC requests such an extension or extensions and CONTRACTOR agrees to accept such extension, TVTC shall pay CONTRACTOR for any subsequent audits at the rates set forth in Exhibit B, attached hereto and incorporated herein.

6. **Cooperation of TVTC.** TVTC shall make available to CONTRACTOR all financial records and related information necessary for performance of CONTRACTOR'S work under this Agreement.

7. **Independent Contractor.** CONTRACTOR is an independent CONTRACTOR and shall not for any purpose be deemed to be an employee, agent, or other representative of TVTC. Services called for herein shall be deemed to be unique. CONTRACTOR shall not assign, sublet, transfer, or otherwise substitute its interest in this Agreement, or any of its obligations hereunder, without the prior written consent of the TVTC.

8. **Proprietary or Confidential Information.** CONTRACTOR understands and agrees that, in the performance of the work under this Agreement or in contemplation thereof, CONTRACTOR may have access to private or confidential information owned or controlled by TVTC. Such information may contain proprietary or confidential details, the disclosure of which may be damaging to TVTC or to third parties.

CONTRACTOR agrees that all information disclosed to CONTRACTOR by TVTC shall be held in confidence and used only in performance of this Agreement. CONTRACTOR shall exercise the same standard of care to

protect such information, as a reasonably prudent businessperson would use to protect its own proprietary or confidential information.

9. **Work Product.** The work product of CONTRACTOR in performing this Agreement shall become the property of TVTC. However, copies of such work product shall be provided to TVTC not only as a hard copy but an electronic version recorded on CD utilizing Microsoft Word, Access or Excel.
10. **Final Work Product.** Final work products produced by CONTRACTOR in the form of computer files shall be delivered on a CD, in Microsoft Word, Access or Excel format. All hard copy (paper) reports shall be accompanied by associated digital files used to create them. All of CONTRACTOR'S work product under the Agreement shall be the property of the TVTC.
11. **Financial Records of Contractor.** CONTRACTOR shall maintain accounting records of funds received under this Agreement and full documentation of performance hereunder. CONTRACTOR shall permit TVTC to have access to those records for the purpose of making an audit, examination, or review of financial and performance information relating to this Agreement. CONTRACTOR shall maintain such records for a minimum of four (4) years following payment by TVTC for the last invoice for such services to be provided.
12. **Nondiscrimination.** CONTRACTOR represents that it does not and agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, age, sexual preference, national origin, disability or other condition protected by law.
13. **Indemnification.** CONTRACTOR shall indemnify, defend, and hold harmless the TVTC, its officers and employees, from and against any and all claims, demands, liability, costs, and expenses of whatever nature, including court costs and attorney fees, arising out of injury to or death of any person or persons or loss of or physical damage to any property resulting in any manner from the willful misconduct, negligent acts, errors or omissions, of CONTRACTOR, its subcontractors, agents, employee, licensees, or guests in the making or performance of this Agreement.

CONTRACTOR shall hold TVTC harmless and defend any suit or other proceedings brought by CONTRACTOR'S employees, contractors and/or agents, either against CONTRACTOR and/or TVTC, for compensation and/or other benefits claimed as "common law" or "implied by law" employees of TVTC.
14. **Insurance.** CONTRACTOR shall procure, prior to commencement of service, and keep in force for the term of this Agreement, the following

policies of insurance, certificates, or binders as necessary to establish that the coverage described below is in place with companies licensed to do business in California. If requested, CONTRACTOR shall provide TVTC with copies of all insurance policies. The insurance coverage shall include:

- A. Commercial General Liability Insurance. Commercial General Liability insurance, including but not limited to, bodily injury, broad form property damage, contractual liability and, if necessary, products and completed operations or owners and CONTRACTOR protective liability. The policy shall contain a severability of interest clause or cross liability clause or the equivalent thereof.

Coverage afforded TVTC shall be primary insurance. Any other insurance available to TVTC under any other policies shall be excess insurance. Limits of liability shall include the following:

- (1) Bodily injury, one million dollars (\$1,000,000)
- (2) Property damage, one million dollars (\$1,000,000) or
- (3) Combined single limit (CSL) for bodily injury and property damage, one million dollars (\$1,000,000) per accident for bodily injury and property damage.

If the policy is a “claims made” policy, the following endorsements shall be included:

- (1) The retroactive shall be the effective date of this Agreement or a prior date.
- (2) The extended reporting or discovery period shall be not less than thirty-six (36) months.

- B. Automobile Liability Insurance. Automobile liability insurance, including all owned, non-owned and hired automobiles used by the CONTRACTOR or its agents in the performance of this Agreement shall have a minimum combined single limit of one million dollars (\$1,000,000) for bodily injury and property damage.

- C. Worker’s Compensation Insurance. Worker’s Compensation insurance as required by the laws of the State of California including statutory coverage for Employers Liability with limits not less than one million dollars (\$1,000,000).

CONTRACTOR is aware of provisions in the California Labor Code, which require every employer to provide Worker’s Compensation coverage, or to self-insure in accordance with provisions of that Code. CONTRACTOR shall comply with those provisions before commencing work hereunder and throughout the

term of this Agreement. Likewise, CONTRACTOR shall require all of its subcontractors to comply with those provisions.

- D. Professional Liability Insurance. Professional liability (errors and omissions) insurance is required in the amount of one million dollars (\$1,000,000) per claim and in the aggregate for two (2) years beyond completion of this Agreement.

15. Additional Insurance Provisions. The following additional provisions apply to the insurance coverage required as indicated in paragraph 15 above.

- A. Additional Insured. CONTRACTOR shall name TVTC, its Councilmembers, officers, agents, and employees as additional insured in the aforementioned Comprehensive Commercial General Liability and Automobile Liability policies. If CONTRACTOR submits the ACORD Insurance Certificate, the additional insured endorsements must be set forth on CH20 10 11 85 (or more recent) form and/or CA 20 48 form.
- B. Notice of Cancellation. The policies shall provide for thirty (30) days written notice to TVTC prior to cancellation, termination or material change in coverage.
- C. Certificate Holder. The certificate holder shall be the same person and have the address as indicated in Paragraph 19 (Notices) of this Agreement.
- D. Insurance Rating. Insurers shall have current A.M. Best's rating of not less than A:VII, shall be licensed to do business in the State of California, and shall be acceptable to TVTC.
- E. Replacement Coverage. In the event CONTRACTOR breaches any of the insurance provisions of this Agreement, TVTC shall have the option to obtain, at CONTRACTOR'S expense, the coverage required hereunder. The cost of obtaining and maintaining such coverage may be deducted from any sums otherwise payable to CONTRACTOR for services under this Agreement.
- F. Interpretation. All endorsements, certificates, forms, coverage and limits of liability referred to herein shall have the meaning given such terms by the Insurance Services Officer of the State of California as of the effective date of this Agreement.
- G. Proof of Insurance. CONTRACTOR will be required to provide proof of insurance coverage required hereunder prior to executing the Agreement. Additionally, if requested by TVTC,

CONTRACTOR shall provide certified copies of the insurance policies. Any endorsements must be signed by a person authorized by the insurer to bind coverage on its behalf.

- 16. **Termination on Notice.** TVTC may terminate this Agreement immediately for cause or without cause upon giving thirty (30) calendar day written notice to CONTRACTOR. In the event of termination without cause TVTC shall pay all charges outstanding and approved by TVTC at the time of termination within thirty (30) days following termination.
- 17. **Suspension of Performance.** For the convenience of TVTC or because of events beyond the control of TVTC, TVTC may give written notice to CONTRACTOR to suspend all work under this Agreement. If CONTRACTOR'S work is suspended for longer than a period of one hundred twenty (120) days, an adjustment to CONTRACTOR'S compensation may be made for increased costs, if any and this Agreement shall be modified accordingly.
- 18. **Notices.** If either party shall desire or is required to give notice to the other such notice shall be given in writing, via facsimile and concurrently by prepaid U.S. certified or registered postage, addressed to recipient as follows:

To TVTC:
c/o City of Livermore
Attn: Debbie Bell
TVTC Administrative Staff
1052 S. Livermore Ave.
Livermore, CA 94550

To CONTRACTOR:
John A. Cropper
Cropper Accountancy Corporation
2977 Ygnacio Valley Road, #460
Walnut Creek, CA 94598

Changes to the above information shall be given to the other party in writing ten (10) business days before the change is effective.

- 19. **Commencement, Completion and Closeout.** Time is of the essence in the performance of this Agreement. Any time extension granted to CONTRACTOR must be in writing and shall not constitute a waiver of right the TVTC may have under the Agreement.

It shall be the responsibility of CONTRACTOR to coordinate and schedule the work to be performed so that commencement and completions take place in accordance with the provisions of the Agreement. Within thirty (30) days of completion CONTRACTOR shall submit to TVTC a final billing to include all costs, charges, and claims in connection with the completed

work. TVTC shall not be required to pay for any work or claims not included on the aforementioned final billing.

20. **Arbitration.** The parties will make a good faith effort to settle any controversy, claim or dispute arising out of or relating to this Agreement within thirty (30) days. If the issue is not resolved within that time, it shall be resolved by the American Arbitration Association. Judgment upon arbitration hereunder may be joined or consolidated with any other arbitration matter between the parties as the interest of justice and judicial economy may dictate. The prevailing party in any arbitration hereunder shall be entitled to recover all arbitration and legal expenses incurred, except attorney fees.
21. **Governing Law.** This Agreement shall be governed by the laws of the State of California.
22. **Entire Agreement of Parties.** This Agreement supersedes any and all agreements, oral or written, between the parties with respect to the rendering of services by CONTRACTOR to CITY and contains all of the representations, covenants and agreements between the parties as to the rendering of those services.

*****SIGNATURES ON NEXT PAGE*****

IN WITNESS WHEREOF the parties have executed this Agreement on the dates indicated below, the latest of which shall be deemed the effective date of this Agreement.

TRI-VALLEY TRANSPORTATION COUNCIL

DATED: _____

By: Steven Spedowski, TVTC Chair

DATED: _____

By: Arne Olson, TVTC Vice-Chair

**Cropper Accountancy Corporation
CONTRACTOR**

DATED: _____

By: John A. Cropper, CPA, CGFM

APPROVED AS TO FORM

DATED: _____

By: Steven Mattas, Legal Counsel

EXHIBIT A
SCOPE OF WORK

CONTRACTOR shall express an opinion on the fair presentation of TVTC's basic financial statements in conformity with the minimum requirements prescribed by the State Controller for special districts under Government Code Section 26909 and generally accepted accounting principles, including GASB 34.

CONTRACTOR shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards. At the completion of this contract, the auditor will make available all work papers to the TVTC Treasurer ("Treasurer") in a timely manner.

During the course of the engagement, CONTRACTOR will meet with and provide status reports to the Treasurer or designee on a regular basis. Upon completion of field work, and before issuing any report or management letter, CONTRACTOR shall schedule an exit conference with the Treasurer or designee. CONTRACTOR shall provide informal advice and consultation throughout the contract term on matters relating to accounting and financial reporting. This would not include any task that entailed significant research on formal reporting.

CONTRACTOR shall prepare an audit report for the two (2) fiscal periods ending June 30, 2015 and June 30, 2016. CONTRACTOR shall attend a meeting with the TAC and/or TVTC to present the audit report.

TVTC shall pay CONTRACTOR \$3,500 for each of the audits and audit reports for the two (2) fiscal periods ending June 30, 2015 and June 30, 2016.



PROPOSAL
For Financial Statement
Audit Services
for the
Tri-Valley Transportation Council

Submitted April 29, 2016 by

CROPPER ACCOUNTANCY CORPORATION
Certified Public Accountants

2700 Ygnacio Valley Rd, Suite 270
Walnut Creek, CA 94598

PRIMARY CONTACT:
JOHN CROPPER, PARTNER
Phone: (925) 932-3860
Fax: (925) 476-9930
john@cropperaccountancy.com



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April 29, 2016

Tri-Valley Transportation Council (TVTC)
Attn: Jamar Stamps
30 Muir Road
Martinez, CA 94553

Dear Mr. Stamps:

As the current Tri-Valley Transportation Council auditors, our firm is uniquely qualified to serve you. We understand how important continuity of personnel can be to an audit. The TVTC rotates administrators, auditors, and possibly bookkeepers. In addition, with the upcoming change of administrators to the City of Livermore, we can assist you with ideas to improve the process.

We believe that Cropper Accountancy Corporation is the selection of choice, and are excited about the prospect of working with you again. Our company motto is *professional, personalized service*: we provide the highest quality service to our clients, not just during the audit process, but year-round. Below are a few highlights of our firm's general qualifications:

- We have extensive expertise and experience with special districts and governmental audits, and audited TVTC for fiscal years 2013 and 2014.
- To reduce pricing and increase efficiency, we suggest performing both audits concurrently. We understand the dynamics that will need to be addressed, and how to obtain the information necessary for issuing the audit report and communicating appropriate information to the Board.
- A listing of all items needed to complete the audit will be provided to you in advance, thereby maximizing audit efficiency, and minimizing staff time.
- We experience little client turnover – even in industries that routinely rotate auditors.

Katy Perry, who was involved in the 2013 and 2014 audits, will continue to be of service to you. We are pleased to submit this proposal to audit TVTC's financial statements in conformity with the minimum requirements prescribed by the State Controller for special districts under Government Code Section 26909 and generally accepted accounting principles, including GASB 34, for the fiscal years ending June 30, 2015 and 2016.

We acknowledge that we understand the requirements of your Request for Proposal and commit to performing the work within the stated time period. Our proposal is a firm and revocable offer for thirty days.

I look forward to hearing from you.

Sincerely,



John Cropper, CPA, CGFM, CGMA
Managing Partner
Cropper Accountancy Corporation

Firm Profile and Qualifications

Tri-Valley Transportation Council Proposal for Audit Services

GENERAL

Cropper Accountancy Corporation is a highly respected public accounting and consulting firm in Northern California, serving clients and growing with the greater Bay Area since 1980. We are a firm purposefully remaining small and less leveraged than other firms, in order to provide more personal and *continuous service by highly qualified, experienced personnel*. With our high level of principal involvement, you will receive the highest degree of service. You will feel the difference working with Cropper Accountancy Corporation. Questions are answered, direction is provided, and response time is quick.

John Cropper, our managing partner, has over twenty years of experience auditing local governments, including *Government Auditing Standards* and *OMB Circular A-133* (single audit). We have assisted in the preparation of Comprehensive Annual Financial Reports (CAFR) for many of our clients, including clients preparing the CAFR for the Government Finance Officers Association (GFOA) award program for the first time. Additionally, we have prepared and filed the Annual Financial Transactions Report required by the California State Controller's Office (SCO) on behalf of our audit clients.

Our firm has three partners, and four experienced audit professionals. You will be served by the managing partner, John Cropper, and at least one other member of the firm. John has worked "on the other side", as well as on governmental boards of directors, and he understands your operational challenges and competing priorities. The Council will be served by a combination of the following personnel (audit experience):

John Cropper, Managing Partner (25 years)
Katy Perry, Senior (9 years)
Bryce Rojas, Staff (4 years)

INDEPENDENCE

Cropper Accountancy Corporation and all related personnel are independent of TVTC as defined by generally accepted auditing standards and the U.S. General Accounting Office's *Government Auditing Standards*. For the past five years, our firm has had no professional relationship with TVTC apart from the audits of the June 30, 2013 and 2014 year-end financial statements.

LICENSE TO PRACTICE IN CALIFORNIA

Cropper Accountancy Corporation and all principals and all assigned key staff, who will provide services to the Council, are licensed to practice as certified public accountants in the State of California.

FIRM QUALIFICATIONS AND EXPERIENCE

Cropper Accountancy is a boutique audit firm specializing in government, special districts, and not-for-profit organizations, and is located in Walnut Creek, California. As a member firm of the American Institute of Certified Public Accountants, we are required to adhere to rigorous quality control standards in our accounting and auditing practice.

Firm Profile and Qualifications

Tri-Valley Transportation Council Proposal for Audit Services

We believe the most important factor to ensure a quality audit and client satisfaction is the knowledge and experience of the audit professionals serving the Tri-Valley Transportation Council. Such knowledge and experience coupled with expertise in the required professional standards unique to a particular industry results in the most effective and efficient audit – as well as a higher level of client satisfaction. No audit methodology, no training course, and indeed no computer software can ever replace solid professional judgment born of years of experience.

QUALITY CONTROL

We are required to submit to a review of our practice by our peers under the AICPA peer review program. The most recent peer review was performed by Richey May in 2013, and included a review of at least one government engagement. We proud of our peer review results: a pass without exception. See Exhibit A for a copy of the 2013 peer review report.

During the past three years, we have had no desk or field reviews. There has never been any disciplinary action taken or pending against the firm with state regulatory bodies or professional organizations.

SIMILAR ENGAGEMENTS AND OTHER GOVERNMENT ENTITIES

Our principals are expert in the not-for-profit and governmental audit industries, which enhances the value we can provide. Such experience also includes extensive Single Audit (i.e. OMB A-133) work. A representative list of such audit experience is included below.

- | | | |
|--|---------------|----------------|
| 1. City of Lafayette | | |
| a. Financial Audit | Gonzalo Silva | (925) 285-0050 |
| b. Lamorinda Fee and Financing Authority | | |
| c. Lamorinda School Bus | | |
| d. TDA Audit – Measure C/J | | |
| e. Successor Agency to the RDA | | |
| 2. City of Clayton | | |
| a. Financial Audit | Kevin Mizuno | (925) 673-7309 |
| b. Clayton Financing Authority | | |
| c. Successor Agency to the RDA | | |
| 3. Tri-Valley Transportation Council | | |
| a. Financial Audit | Jamar Stamps | (925) 674-7832 |

PRINCIPAL, SUPERVISORY, AND STAFF QUALIFICATIONS AND EXPERIENCE

Firm's Continuing Education

Each member of our firm is enrolled in a CPE program with the California Society of CPAs. Our peer review requires a total of 80 hours and a minimum of 24 hours of governmental CPA every two years; even our non-CPA staff meet the latter requirement on an annual basis.

If history is a good indicator, you will be served by a combination of the following professionals:

John Cropper, CPA, CGFM, CGMA – Engagement Principal and Primary Contact

John is one of the founders and is president of Cropper Accountancy Corporation. He has been practicing public accounting since 1990. John specializes in audits of governmental entities, including cities, special districts, HUD, and single audits.

John began his career at Deloitte & Touche before moving on to become the partner-in-charge of the Walnut Creek office of Caporicci, Cropper & Larson, LLP. He worked as the partner-in-charge of the governmental practice at Armanino McKenna LLP before leaving to form Cropper Accountancy Corporation. In 2002, John founded the firm to provide hands on expertise service to his clients.

John is a member of the American Institute of Certified Public Accountants (AICPA), the California Society of Certified Public Accountants (CalCPA), Association of Government Accountants (AGA) and the California State Board of Accountancy. He is a Certified Governmental Financial Manager (CGFM), and a Chartered Global Management Accountant (CGMA). He formerly served on a Measure A advisory committee, and as the Treasurer of a Contra Costa County PAC Committee. John is a former member of the CalCPA state GASB committee. John is currently serving on the CalCPA Governmental Planning Committee.

Currently, John serves several cities, special districts, and multiple engagements with OMB A-133 audit requirements.

Mary Ann Cropper, CPA – Concurring Partner

Mary Ann has over 25 years of professional experience. As a former San Francisco “Big Four” Senior Audit Manager at Deloitte in San Francisco, Mary Ann was responsible for management of recurring audit work and a wide variety of consulting projects for governmental, healthcare, and clients.

Mary Ann joined Cropper Accountancy Corporation in 2005 as a Partner where she specializes in serving governmental and not-for-profit entities and organizations with Single Audit requirements.

Mary Ann is a member of the American Institute of Certified Public Accountants (AICPA), the California Society of Certified Public Accountants (CalCPA), and the Institute of Internal Auditors (IIA).

Staffing and Personnel
Tri-Valley Transportation Council Proposal for Audit Services

Katy Perry – Professional Staff

Katy joined Cropper Accountancy in 2007 and currently serves as the supervising senior on many government audits, including several sanitary districts. She is a member of the California Society of CPAs, and in the past year, has completed classes relating to new GASB standards, single audits, audit clarity standards, and general fieldwork and reporting standards. Our clients appreciate Katy's great customer service and high level of responsiveness.

Each year all CAC staff attends the CalCPA Governmental Conference in Sacramento. In addition, all staff takes courses on Fraud, Ethics and auditing and accounting updates.

Bryce Rojas – Professional Staff

Bryce joined Cropper Accountancy in 2012 and currently works on several government audits, including four cities in 2015. In the last year, Bryce completed continuing education classes on the GASB updates, single audits, and audit clarity standards; he is a member of the California Society of CPAs.

Each year all CAC staff attends the CalCPA Governmental Conference in Sacramento. In addition, all staff takes courses on Fraud, Ethics and auditing and accounting updates.

Appendix – Forms A & B

FORM A
Applicant Information

Applicant Last Name (if individual is applying)		Applicant First Name		Applicant Middle Name	
Other Names Applicant is known by (if individual is applying)				Applicant Social Security No.	
Applicant Business Name (if a Contractor is applying) Cropper Accountancy Corporation					
Applicant Business Representative Name (if Contractor is applying) John Cropper					
Applicant Address 2700 Ygnacio Valley Road, Suite 270			City Walnut Creek		State CA
			ZIP Code 94598		
Phone (925) 932-3860		Fax (925) 476-9930		Mobile (925) 202-6500	
E-Mail Address john@cropperaccountancy.com					

FORM B
Price Summary

Cost Estimate (Total Cost)	\$ 3,500 for each year*
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*Conditional upon both audits being performed simultaneously and presented as a single set of comparative financial statements.



System Review Report

To the Stockholders
Cropper Accountancy Corporation
and the Peer Review Committee of the California Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Cropper Accountancy Corporation (the firm) in effect for the year ended March 31, 2013. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and examinations of service organizations [Service Organization Controls (SOC) 1 and 2 engagements].

In our opinion, the system of quality control for the accounting and auditing practice of Cropper Accountancy Corporation in effect for the year ended March 31, 2013, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Cropper Accountancy Corporation has received a peer review rating of *pass*.

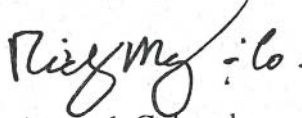

Englewood, Colorado
September 27, 2013

EXHIBIT B
RATES FOR AUDITS DURING EXTENSION(S)

Tri-Valley Transportation Council
Pricing for Optional One-Year Extensions

Upon mutual agreement of Tri-Valley Transportation Council and Cropper Accountancy, the pricing for the three 1-year extensions would be as follows:

PROFESSIONAL FEES

	Optional Total 2017	Optional Total 2018	Optional Total 2019
Partner	\$ 1,000	\$ 1,000	\$ 1,000
Senior staff	2,500	2,500	2,500
Support staff	500	500	500
Total	\$ 4,000	\$ 4,000	\$ 4,000

AUTHORIZED SIGNER

On behalf of *Cropper Accountancy Corporation* and as the managing partner, I certify that John A. Cropper is authorized to represent the firm and empowered to submit the bid and is authorized to sign a contract with the Tri-Valley Transportation Council. The pricing above represents an all-inclusive maximum price for optional three additional years.

Managing Partner

July 8, 2016

Date



Item 8.b.

Steven Spedowski
TVTC Chair
Councilmember
Livermore
(925) 960-4016

Arne Olson
TVTC Vice-Chair
Councilmember
Pleasanton
(925) 200-8579

Scott Perkins
Councilmember
San Ramon
(925) 973-2530

David Haubert
Mayor
Dublin
(925) 833-6634

Karen Stepper
Mayor
Danville
(925) 275-2412

Scott Haggerty
Supervisor District 1
Alameda County
(510) 272-6691

Candace Andersen
Supervisor District 2
Contra Costa County
(925) 957-8860

To: Tri-Valley Transportation Council
From: TVTC Technical Advisory Committee
Date: July 18, 2016
Subject: 2017 TVTC Meeting Schedule

2017 TVTC Board Meeting Dates

Location: City of Livermore Airport Board Room, 680 Terminal Circle, Livermore CA 94551

January 23, 2017

April 17, 2017

July 17, 2017

October 16, 2017

RECOMMENDATION

ADOPT the 2017 TVTC Board Meeting Calendar.