
TRI-VALLEY TRANSPORTATION COUNCIL

Kathy Narum
TVTC Chair
Vice-Mayor
Pleasanton
(925) 931-5001

Monday, April 20, 2020
4:00pm

Scott Perkins
TVTC Vice-Chair
Councilmember
San Ramon
(925) 973-2530

Via LoopUP Web Conference/Call
<https://meet.loopup.com/9WTWHI>
Guest Dial-in Code: 2278512#
USA: +1 (877) 746-4263

Patricia Munro
Councilmember
Livermore
(925) 960-4016

AGENDA

Jean Josey
Councilmember
Dublin
(925) 833-6650

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. Public Comment
3. Consent Calendar
 - a. APPROVE Meeting Minutes from February 19, 2020 TVTC Board Meeting (Action)*
 - b. ADOPT Resolution 2020-02 and AWARD the Legal Services Retainer Agreement with Meyers Nave Riback Silver & Wilson, as recommended by the TVTC Finance Subcommittee (Action)*
4. Old Business
 - a. ADOPT Resolution 2020-03 and AWARD a Professional Services Agreement to Kimley-Horn for the TVTC Nexus Study in the amount of \$172,930 (Action)*
5. New Business
 - a. ADOPT Resolution 2020-01 and APPROVE the TVTC Budget for FY20/21 as recommended by the TVTC Finance Subcommittee (Action)*
 - b. ADOPT the Tri-valley Transportation Development Fee Construction Cost Index Annual Adjustment (Action)*
 - c. ADOPT Resolution 2020-04 and 2020-05 to confirm the rotation of the TVTC Chair, Vice-Chair, Administrator, and Treasurer and provide successor authorization to execute LAIF actions and documents (Action)*

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 Cedric Novenario, TVTC Administrative staff at (925) 931-5667 or email at cnovenario@cityofpleasanton.ca.gov

TRI-VALLEY TRANSPORTATION COUNCIL

6. Informational Item
Verbal Update on Various TVTC Consulting Services
 - a. Bookkeeping and Accounting
 - b. Website
 - c. Auditing

7. Adjournment

* *Attachment(s)*

Upcoming Meetings:

TVTC TAC: May 6, 2020, 10am, Via LoopUp OR Pleasanton – 200 Old Bernal City Council Conference Room

TVTC: July 20, 2020, 4:00pm, City of SanRamon - TBD

Item 3

Consent a

SPECIAL MEETING MINUTES

TRI-VALLEY TRANSPORTATION COUNCIL

City of Pleasanton – Remillard Room
3333 Busch Road, Pleasanton, CA 94566

Wednesday, February 19, 2020, at 2:00pm

1. **CALL TO ORDER, ROLL CALL, AND SELF-INTRODUCTIONS**

The Tri-Valley Transportation Council (TVTC) was called to order at 2:00 p.m. by the Chair, Councilmember Kathy Narum, City of Pleasanton.

TVTC Members in Attendance:

Kathy Narum, Chair, Councilmember, Pleasanton
Patricia Munro, Councilmember, Livermore
Candace Andersen, Supervisor District 2, Contra Costa County
Scott Haggerty, Supervisor District 1, Alameda County
Scott Perkins, Vice-Chair, Councilmember, San Ramon
Jean Josey, Councilmember, Dublin
Newell Arnerich, Councilmember (Alternate), Danville

TVTC Members Absent:

Karen Stepper, Vice-Mayor – Danville

TVTC Staff in Attendance:

Cedric Novenario, City of Pleasanton
Obaid Khan, City of Dublin
Andy Dillard, Town of Danville
Lisa Bobadilla, City of San Ramon
Julie Chiu, City of Livermore

2. **PUBLIC COMMENT**

None

3. **CONSENT CALENDAR**

- a. APPROVE October 28, 2019 TVTC Meeting Minutes
- b. ACCEPT FY 2018/19 Annual Financial Report
- c. ACCEPT FY 2018/19 Audit
- d. REVIEW FY 2018/19 AB 1600 Mitigation Fee Act Report

Motion to Approve by Councilmember Perkins; Second by Supervisor Andersen
Approved (Ayes 7; Noes 0)

4. OLD BUSINESS

None

5. INFORMATIONAL ITEM

- a. TVTC Nexus Study RFP Update
- b. TVTC Consultant Services RFP Update

The TVTC Administrator provided an update of the status of the Nexus Study RFP and Consultant Services RFP.

2) ADJOURNMENT

The meeting was adjourned by Chair Narum at 2:12 p.m.

DRAFT

Item 3

Consent b

TRI-VALLEY TRANSPORTATION COUNCIL

Kathy Narum
TVTC Chair
Vice-Mayor
Pleasanton
(925) 931-5001

Scott Perkins
TVTC Vice-Chair
Councilmember
San Ramon
(925) 973-2350

Patricia Munro
Councilmember
Livermore
(925) 960-4016

Jean Josey
Councilmember
Dublin
(925) 833-6650

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 (TVTC)
From: TVTC Finance Subcommittee (Finance Subcommittee)
TVTC Technical Advisory Committee (TAC)
Date: April 20, 2020
Subject: TVTC General Counsel Services Agreement

BACKGROUND

The current contract for General Counsel Services expires on June 30, 2020. TVTC Bylaws Section 3H requires a request for proposal (RFP) process prior to expending funds or entering into contract in excess of \$10,000. In accordance with this requirement, the TVTC issued an RFP and selected Meyers Nave Riback Silver & Wilson for General Counsel Services. Meyers Nave have been the TVTC's General Counsel since 2014 and the TAC is satisfied with services provided.

DISCUSSION

Three firms submitted a proposal for General Counsel services. A subcommittee of the TAC consisting of the cities of Pleasanton, San Ramon, and Dublin interviewed prospective firms in February 2020. The subcommittee selected Meyers Nave based on two main factors:

- Familiarity of TVTC operations
- Providing General Counsel stability during Nexus Study development and rotation of TVTC Administrators

The FY19/20 General Counsel Services budget is \$14,000. Currently, the TVTC has paid Meyers Nave approximately \$9,000 this fiscal year. The TVTC Finance Subcommittee recommends the TVTC award the General Counsel Services contract to Meyers Nave in the amount \$49,500 which accounts for two years of General Counsel Services at \$16,000 per year and a not to exceed amount of \$17,500 for general counsel services applied toward special projects, such as the TVTC Nexus Study.

RECOMMENDATION

1. ADOPT Resolution 2020-02 approving the Agreement with Meyers Nave Riback Silver & Wilson
2. Authorize the TVTC Chairperson to execute the Agreement on behalf of the TVTC

TRI-VALLEY TRANSPORTATION COUNCIL

ATTACHMENTS

1. Resolution 2020-02
Attachment 1: Legal Services Retainer Agreement
Exhibit A: Proposal, Scope of Work and Fees

**TRI-VALLEY TRANSPORTATION COUNCIL
RESOLUTION NO. 2020-02**

**A RESOLUTION APPROVING THE LEGAL SERVICES RETAINER AGREEMENT BETWEEN
THE TRI-VALLEY TRANSPORTATION COUNCIL AND
MEYERS NAVE RIBACK SILVER & WILSON FOR
GENERAL COUNSEL SERVICES**

WHEREAS, in April 2020, the Tri-Valley Transportation Council (TVTC) and Meyers Nave Riback Silver & Wilson (Attorneys) entered into that certain Legal Services Retainer Agreement (“Agreement”) whereby Attorneys agreed to provide General Counsel services to TVTC; and

WHEREAS, the general counsel services are as described in Exhibit A of the legal services retainer agreement; and

WHEREAS, the legal services retainer agreement has an effective date of July 1, 2020 and to be completed by June 30, 2022; and

WHEREAS, the Agreement provided that TVTC would pay Attorneys a not to exceed amount of \$16,000 annually for general counsel services and a not to exceed amount of \$17,500 for general counsel services applied toward special projects;and

NOW THEREFORE BE IT RESOLVED THAT the Tri-Valley Transportation Council authorizes the TVTC Chair to execute the LEGAL SERVICES RETAINER AGREEMENT on behalf of the TVTC subject to review and approval as to form by the General Counsel.

PASSED, APPROVED, AND ADOPTED at the meeting of April 20, 2020 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

Kathy Narum, Chair
Tri-Valley Transportation Council

ATTEST:

Cedric Novenario, TVTC Administrative Staff

LEGAL SERVICES RETAINER AGREEMENT

The Tri-Valley Transportation Council, a joint powers authority formed under the Joint Exercise of Powers Act (Gov. Code §§ 6500 *et seq.*) (“TVTC”) and Meyers Nave Riback Silver & Wilson, a professional law corporation, (“Attorneys”), hereby agree as follows:

1. **Scope of Work:** Attorneys will furnish general legal services to TVTC in accord with Exhibit A, attached hereto and by this reference made a part hereof.

2. **Term:** The term of this Agreement shall begin on July 1, 2020 and continues until June 30, 2022 as provided for in paragraphs 6 or 10 below. The parties may agree to two (2) one-year (1) extensions.

3. **Compensation Rate:** The hourly rate of compensation shall be as described in **Form B**, attached hereto and by this reference made a part hereof. The parties have agreed on a “Not to Exceed” Amount of Thirty-Two Thousand dollars (\$32,000), which is limited to annual not to exceed amounts of Sixteen Thousand dollars (\$16,000) for general counsel services as described in the Attorney’s Proposal dated February 3, 2020 and attached hereto as **Form B**. Amounts approved for any year beyond the first year of the first year of this Agreement are subject to the limits of Paragraph H, subpart 3 of the Tri-Valley Transportation Council Bylaws. Notwithstanding the not-to-exceed amounts listed in this paragraph, and acknowledging that special projects work including but not limited to adoption and revision to nexus studies, the Strategic Expenditure Plans, and the Development Fee Manual may require legal services beyond those normally provided as part of general counsel services, the TVTC Administrator may approve additional general counsel expenses for these types of special projects in the amount not to exceed \$17,500.

4. **PAYMENT:** Except for the compensation rate, stated above, all terms and conditions set forth in **Exhibit A** shall dictate the terms and conditions under which services will be performed by Attorneys. All billing statements should be directed to the TVTC Administrator for review and approval. The billing statements should be provided on approximately a monthly basis (or as otherwise agreed to in writing by the Attorneys and the TVTC Administrator) detailing each person performing service and a brief description of the work performed. In addition to applicable approved hourly rates, Attorneys will be reimbursed for those out-of-pocket expenses, including travel expenses, copying expenses, and other expenses as outlined in **Exhibit A**.

5. **DIRECTION:** Attorney’s work under this Agreement shall be under the supervision of the TVTC Administrator.

6. **TERMINATION:** This Retainer Agreement for legal services may be terminated by the TVTC at any time, upon written notice by the TVTC.

7. **EXPERT CONSULTANTS:** The TVTC Administrator will review all requests for extraordinary expenses before the same are incurred by Attorneys. Attorneys will engage no expert consultants without having first received the consent of the TVTC Administrator both as to the identify and task of the consultants and the hourly amount to be paid for the consultant’s work.

8. **PROFESSIONAL SKILL:** Attorneys are skilled in the professional calling necessary to perform the work agreed to be done under this Agreement, and TVTC relies upon

the skill of Attorneys to do and perform the work in a professional and skillful manner, and Attorneys agree to perform the work in accordance with this standard.

9. Insurance:

- a. During the term of this Agreement, Attorneys shall maintain comprehensive general liability coverage with aggregate limits in an amount not less than \$5 million, and automobile coverage with combined single limits in an amount not less than \$1 Million. Upon TVTC's request, Attorneys shall provide TVTC a certificate evidencing this insurance. The TVTC shall be named as an additional insured on each liability and automobile policy providing such coverage. Attorneys' coverage shall be primary to any insurance maintained by TVTC. Unless the policy is simultaneously replaced with a new policy providing the same coverage, Attorneys shall immediately forward to TVTC any notice of the cancellation or non-renewal of such coverages, or any other policy changes that materially affect coverage.
- b. During the term of this Agreement, Attorneys also shall maintain professional liability insurance coverage with primary limits in an amount not less than \$1 Million per person and \$5 Million per incident. Such insurance shall insure Attorneys' work to be performed under this Agreement. Upon TVTC's request, Attorneys shall provide TVTC a certificate evidencing this insurance. Attorneys' professional liability coverage shall be primary to any insurance maintained by TVTC. Unless the policy is simultaneously replaced with a policy providing the same or greater coverage and limits, Attorneys shall provide 30 days advanced written notice to the TVTC of the cancellation or non-renewal of Attorneys' professional liability coverage, or any other policy changes that materially affect such coverage.
- c. During the term of this Agreement, Attorneys shall also maintain workers' compensation insurance as required by law. At TVTC's request, Attorneys shall provide TVTC a certificate evidencing this insurance. Attorneys' workers' compensation insurance shall be primary to any insurance maintained by TVTC. Unless the policy is simultaneously replaced with a new policy providing the same coverage, Attorneys shall provide 30 days advanced written notice to the TVTC of the cancellation or non-renewal of said Attorney's workers' compensation insurance, or any other policy changes that materially affect such coverage.

10. MAXIMUM COMPENSATION: Notwithstanding anything in this Agreement to the contrary and except as provided in Section 3, the maximum amount of money which the TVTC shall be obligated to pay Attorneys under this Agreement shall not exceed Thirty-Two Thousand dollars (\$32,000) for general counsel services, which is limited to annual not to exceed amounts of Sixteen Thousand dollars (\$16,000), as such budget may be modified from time to time plus Seventeen Thousand Five Hundred dollars (\$17,500) for special services as described in Section 3. The parties agree to negotiate an amendment to this Agreement which are mutually acceptable to the parties. In the event the parties cannot agree on additional compensation or other terms, modifications or additions to this Agreement, this Agreement shall terminate.

11. EMPLOYER/EMPLOYEE RELATIONSHIP: No relationship of employer and employee is created by this Agreement, it being understood that Attorneys shall act hereunder as independent contractors; that Attorneys shall not have any claim under

this Agreement or otherwise against TVTC for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, retirement benefits, Social Security, disability, Workers', Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind; that Attorneys shall be solely liable for and obligated to pay directly all applicable taxes, including, but not limited to, federal and state income taxes, and in connection therewith Attorneys shall indemnify and hold TVTC harmless from any and all liability which TVTC may incur because of Attorneys' failure to pay such taxes; that Attorneys do, by this Agreement, agree to perform their sad work and functions at all times in strict accordance with currently approved methods and practices in their field and that the sole interest of TVTC is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the agency concerned.

- 12. ASSIGNMENT OF CONTRACT:** Nothing contained in this Agreement shall be construed to permit assignment or transfer by Attorneys of any rights under this Agreement and such assignment or transfer is expressly prohibited and void, unless expressly approved in writing in advance by TVTC.
- 13. DRUG-FREE WORKPLACE:** Attorneys and Attorneys' employees shall maintain a drug-free workplace. Neither Attorneys nor Attorneys' employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code Section 812, including marijuana, heroin, cocaine, and amphetamines, at any of TVTC's facilities or work sites. If any principal or employee of Attorneys is convicted or pleads *nolo contende* to a criminal drug statute violation occurring at TVTC's facilities or work sites, Attorneys shall notify the TVTC Administrator within five days thereafter. Violation of this provision shall constitute a material breach of this Agreement.
- 14. CONFLICT OF INTEREST:** No officer, or employee of TVTC and no member of their governing bodies shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof. Neither of Attorneys shall serve on the TVTC Governing Council, committee, or hold any such position which either by rule, practice or action nominates, recommends, supervises Attorneys' operations, or authorizes funding to Attorneys.
- 15. RECORDS AND AUDITS:** Attorneys will retain all records concerning this Agreement, or microfilm/electronic records of them, except original documents concerning telephone, copy, postage, telecopy and messenger charges, for a period of at least five years from the date of service.

Until the expiration of five years after the furnishing of any services pursuant to this Agreement, Attorneys shall make available, upon written request, to TVTC, any of its member cities or counties, or to the Federal/State government or any of their duly authorized representatives, this Agreement, and such books, documents, and records of Attorneys that are necessary to certify that the nature and extent of the reasonable cost of services to TVTC. If Attorneys enter into any Agreement with any related organization to provide services pursuant to this agreement with a value or cost of \$10,000 or more over a twelve-month period, such Agreement shall contain a clause to the effect that until the expiration of five years after the furnishing of services

pursuant to such subcontract, the related organization shall make available, upon written request, to the Federal/State government or any of their duly authorized representatives, the subcontract, arid books, documents and records of such organization that are necessary to verify the nature and extent of such costs. This paragraph shall be of no force and effect when and if is not required by law.

16. INDEMNITY: Attorneys shall indemnify and hold and save TVTC harmless from any and all claims, expenses and damages arising from Attorneys' performance under this Agreement, including, but not limited to, third-party claims for injury to persons or property damage, to the extent Attorneys negligently or intentionally failed to perform such services in accordance with the standard of care applicable to Attorneys.

17. BREACH: In the event that Attorneys fail to perform any of the services described in this Agreement or otherwise breach this Agreement, TVTC shall have the right to pursue all remedies provided by law or equity. Disputes relating to the performance of this Agreement shall not be subject to non-judicial arbitration.

18. MODIFICATION: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

After having had the opportunity to review this Agreement and after having the language in form of this Agreement approved as containing the agreement between the parties, as shown below, and by signing this Agreement, the undersigned agrees to the terms of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written below.

Tri-Valley Transportation Council

Dated: _____

By: _____
Kathy Narum
Chair

ATTORNEYS
Meyers Nave Riback Silver & Wilson

Dated: _____

By: _____
Authorized Partner of Law Firm

**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 Business Name (if a Contractor is applying) Meyers Nave Riback Silver & Wilson					
Applicant Business Representative Name (if Contractor is applying) Steven Mattas					
Applicant Address 555 12th Street, Suite 1500			City Oakland	State CA	ZIP Code 94607
Phone (510) 808-2000		Fax (510) 444-1108		Mobile ()	
E-Mail Address smattas@meyersnave.com					

**FORM B
Price Summary**

Annual Cost Estimate	\$ 16,000
Hourly Rate (Please specify if hourly rate varies depending on staff):	\$ Principal - \$425 Paralegal - \$155 Of Counsel - \$365 Associate - \$335
Special Legal Services	Special Legal Services including Nexus study for an amount not to exceed \$17,500.



555 12th Street, Suite 1500
Oakland, California 94607
tel (510) 808-2000
fax (510) 444-1108
www.meyersnave.com

Steven T. Mattas
Senior Principal
smattas@meyersnave.com

February 3, 2020

Cedric Novenario
TVTC Staff Administrator
Tri-Valley Transportation Council
cnovenario@cityofpleasantonca.gov

Re: Proposal for General Counsel

Dear Mr. Novenario,

Meyers Nave is pleased to present this proposal to provide General Counsel services to the Tri-Valley Transportation Council (TVTC). Having served as General Counsel since 2014, we are excited to continue our relationship with TVTC through this contract.

Our proposed team – myself, Lindsay D’Andrea and Claire Lai – are the same attorneys who have worked most frequently with TVTC during our tenure as General Counsel. We have established relationships with the Governing Council, Technical Advisory Committee, and staff that will ensure a continuity of service that no other firm can provide.

Our Transportation and Infrastructure group represents many of California’s largest transportation agencies. We understand the unique nature of such agencies, which must consider and balance the competing interests and needs of residents, businesses, and local governments while adhering to stringent federal and state regulations.

We currently have over 60 attorneys in five offices across the state, including Oakland, Santa Rosa, Sacramento, Los Angeles and San Diego. As a Senior Principal of Meyers Nave and TVTC’s current General Counsel, I will serve as the contact person for this contract. My contact information is as follows:

Steven Mattas
555 12th Street, Suite 1500
Oakland, CA 94607

Telephone: 510-808-2000
Fax: 510-444-1108
Email: smattas@meyersnave.com

Our team would be exceptionally pleased to continue our work with the Tri-Valley Transportation Council. Thank you for considering our proposal.

Sincerely,

A handwritten signature in blue ink that reads "Steven T. Mattas".

Steven T. Mattas, Senior Principal



Table of Contents

	PAGE
FORMS A & B	
COVER LETTER	
FIRM EXPERIENCE.....	1
GENERAL COUNSEL EXPERIENCE	3
CONSTITUTIONAL AND APPELLATE LAW	4
PUBLIC AGENCY LAW.....	5
FINANCING TRANSPORTATION PROJECTS.....	6
CEQA AND LAND USE.....	6
LITIGATION.....	7
CONTRACTS	8
JOINT POWERS AGREEMENTS	8
PROPOSED FEE.....	9
ADDITIONAL INFORMATION.....	9
ATTACHMENTS: RESUMES AND REFERENCES	



Firm Experience

Describe the firm's experience in matters relevant to this solicitation. Identify any restrictions on attorney availability.

Meyers Nave advises many of California's largest and most prominent transit and transportation agencies. Our clients are charged with developing transportation plans and allocating federal and state funds and local revenues in order to maintain, update and create every form of transportation in California—railways, ports, airports, freeways, streets, express lanes, streetcars, bicycles, taxis and buses. We understand the unique nature of transportation agencies, which must consider competing interests and the needs of residents, businesses, and local governments while adhering to stringent laws and regulations that apply only to transportation agencies.

We serve as General Counsel to over 30 public agencies, including six transportation agencies, and as special counsel to hundreds of public agencies throughout California. We are well-recognized as a law firm that helps public agencies adhere to local, state and federal laws and regulations. Put simply, when the stakes are high, the issue is complicated and/or the situation is urgent, we offer a level of support and reassurance that only a firm with our background can provide.

In recognition of our capabilities in handling high-stakes matters, *Law360* selected our firm as one California's Powerhouses, describing us as: "One of the leading firms for local governments and public agencies throughout the state as well as private clients focused on complex, public-facing transportation and development projects."

Our Unique Understanding of TVTC

Meyers Nave is proud to have served the Tri-Valley Transportation Council (TVTC) as General Counsel since 2014. In the past six years, our firm has handled a number of legal matters for TVTC in addition to advising the Council.

TRANSPORTATION CLIENTS

TRI-VALLEY TRANSPORTATION COUNCIL

WEST CONTRA COSTA TRANSPORTATION ADVISORY COMMITTEE

SUNOL SMART CARPOOL LANE JPA / ALAMEDA COUNTY TRANSPORTATION COMMISSION

SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION

LA STREETCAR, INC.

VENTURA COUNTY TRANSPORTATION COMMISSION

METROPOLITAN TRANSPORTATION COMMISSION

TRANSPORTATION AGENCY FOR MONTEREY COUNTY

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AGENCY

SANTA CLARA VALLEY TRANSPORTATION AUTHORITY

SACRAMENTO REGIONAL TRANSIT DISTRICT

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

LOS ANGELES WORLD AIRPORTS

PORT OF LOS ANGELES

No other firm can match Meyers Nave's understanding of TVTC. As TVTC's General Counsel, Steve Mattas, Lindsay D'Andrea and Claire Lai have established relationships with staff and experienced firsthand the issues facing TVTC. We would provide a seamless transition, continuing to work with staff on ongoing issues and taking on new developments with absolutely no learning curve. Our team of attorneys is available to assist TVTC as needed.

Steve, Lindsay, and Claire have worked on the following matters for TVTC during our time as General Counsel:

- Advised staff on the 2017 update to the Strategic Expenditure Plan.
- Advised staff on amendments to the Joint Exercise of Powers Agreement.
- Advised staff on the 2017 validation for the Development Impact Fee.
- Advised staff on the Development Impact Fee Nexus Study RFP.
- Drafted a funding agreement for the TVTC, Contra Costa Transportation Authority, and City of San Ramon regarding the reimbursement of Measure J funds for the construction of the I-680 Southbound HOV Lane Gap Closure Project.
- Provided guidance on potential conflict-of-interest issues for TVTC appointees.
- Guided TVTC on changes mandated by SB 743, which changed the evaluation criteria for transportation impacts analyzed under the California Environmental Quality Act to promote the reduction of greenhouse gas emissions, encourage the development of multimodal transportation networks, and diversify land uses.
- Drafted the contract with consulting firm Kimley-Horn for support in the creation of TVTC's Development Fee Procedures Manual.
- Advised on compliance with the Public Records Act in light of the state court decision regarding emails and text messages on officials' personal accounts and devices.
- Drafted an agreement between TVTC and Planeteria Media for website content management and hosting services, conversion and migration services, and support.
- Developed and amended a bill of sale and purchase agreement for 16 vehicles.
- Drafted the professional services agreement between TVTC and Cropper Accountancy Corporation for auditing services.

General Counsel Experience

We cover the complete range of legal and regulatory services that public entities of all types and sizes need in order to achieve their public service missions and mandates. In addition to our work for TVTC, our firm serves as General Counsel to the following transportation entities.

Sunol Smart Carpool Lane JPA/Alameda County Transportation Commission

Steve Mattas serves as General Counsel to the Sunol Smart Carpool Lane JPA, which includes a subset of the members from the Alameda County Transportation Commission. For this client, Steve, Lindsay and Claire have handled an extensive review and editing of the joint powers agreements and foundational documents, advised on RFPs for an Express Lane Evaluation Study, drafted express lane maintenance agreements, delegated administrative review for I-580 express lane toll disputes, disposed of decommissioned I-680 Express Lane equipment, drafted toll system software agreements, and drafted protocols for handling and disposing of personally identifiable information.

Santa Cruz County Regional Transportation Commission

Steve Mattas serves as General Counsel to the Santa Cruz County Regional Transportation Commission (SCCRTC), with support from Lindsay D'Andrea and Claire Lai. Steve, Lindsay and Claire have assisted with a range of matters for SCCRTC, including the implementation of a ½ cent sales tax measure to improve the County's transportation network, advising on an amendment to the Transportation Expenditure Plan, drafting form co-op agreements for the distribution of local sales tax revenue from Measure D, reviewing and editing draft co-op agreements with Caltrans for highway infrastructure projects including auxiliary lanes and bus on shoulder projects, advising on real property title issues and property acquisition for the Monterey Bay Sanctuary Scenic Trail Network (Coastal Rail Trail), preparing form right-of-entry agreements, and drafting and editing numerous professional services agreements.

West Contra Costa Transportation Advisory Committee

Meyers Nave has served as General Counsel of this regional transportation-planning JPA since 2005. Projects for the West Contra Costa Transportation Advisory Committee (WCCTAC) include the preparation of a subregional traffic mitigation plan and the review of the Interstate 80 Integrated Corridor Mobility Project. We work with the Board and Executive Director to provide legal support on a variety of transportation programs and related agreements associated with WCCTAC fund administration. We also review and comment on requests for WCCTAC support of various local and regional transportation management programs, as well as environmental documents. We have also provided advice on personnel matters and oversee Brown Act and Political Reform Act compliance related to Board activities and meetings.

Ventura County Transportation Commission

Steve Mattas serves as General Counsel to the regional Ventura County Transportation Commission (VCTC) and its board, composed of 17 member representatives from the County

Board of Supervisors, city councils, and two public members. Projects we have advised on include the procurement of buses and transportation vehicles, federal highway grant funding agreements, applications for state funding grants, co-op agreements with Caltrans, good movement agreements and infrastructure projects, rail line management agreements, and funding agreements for freeway improvements related to increasing transportation efficiency (carpool lanes and HOT lanes). Meyers Nave also regularly counsels Commission staff regarding grant, contract and allocation agreements pertaining to Public Transportation Modernization, Improvement and Service Enhancement Account (PTMISEA) funds.

LA Streetcar Inc.

We currently serve as General Counsel for LA Streetcar, Inc. (LASI), a non-profit organization created to promote the development of a modern streetcar system in downtown Los Angeles. In this role, we represent downtown property owners and stakeholders in advocating for the project at the federal and local levels, interfacing with the City of Los Angeles and other public agencies involved in project development. We assisted LASI with the creation of a Community Facilities District to raise \$62.5 million from private property owners for construction of the project. More recently, we worked with LASI to establish a framework for project development by the City of Los Angeles, including a \$294 million, 30-year commitment of operational funding. Our attorneys continue to advise LASI as the project moves through the CEQA and NEPA environmental review process and pursues federal funding. We also coordinate community outreach and advocacy efforts for the LA streetcar project, including participation in the national Streetcar Coalition for the past several years. In November 2016, the Los Angeles City Council unanimously approved the project's environmental impact report and agreed on a preferred route.

Constitutional and Appellate Law

We have reviewed for inconsistencies with cities' general plans, non-compliance with constitutional requirements regarding vagueness and takings, violation of due process protections, and failure to meet the substantial requirements of zoning laws, including the ability to construct affordable and senior housing, among other legal concerns. Our multidisciplinary team drafts constitutionally sound regulations based on the latest developments in this ever-evolving body of law. We also defend regulations against constitutional challenges in both federal and state courts. Our team has worked on numerous development impact fees for various public agencies.

Los Angeles County Metropolitan Transportation Authority

Meyers Nave successfully negotiated an advanced utilities agreement while concurrently proactively drafting a writ action and researching critical preemption issues regarding MTA's permit applications to build a tunnel under the Beverly Hills High School for part of the Westside Subway Extension Project. The City of Beverly Hills mandated that the MTA permit applications go before City Council for approval. The City of Beverly Hills and its school district

also filed lawsuits challenging MTA's plan. MTA operates the nation's third-largest transit system by ridership.

Eureka Village HOA v. City of Rancho Cordova

We successfully defended City approval of US 50 Interchange Project against a CEQA lawsuit challenging the analyses of alternatives as well as air quality, traffic, noise, and visual impacts. Appellate and trial courts ruled in City's favor on all challenges and denied the petition in its entirety. We also advised the City during a lengthy administrative process to develop a joint CEQA/NEPA document with Caltrans and created a defensible record for litigation.

SR-47 and Schuyler Heim Bridge Replacement

A Meyers Nave attorney served as lead litigation counsel in CEQA and NEPA lawsuits challenging a \$700 million bridge replacement and new logistics expressway project by a regional authority in Southern California and Caltrans. We successfully defended the project in state and federal trial and appellate courts, winning victories in the trial courts, the California Court of Appeals and in a published Ninth Circuit decision.

Public Agency Law

Our proposed General Counsel for the TVTC, Meyers Nave principal Steven Mattas, is a highly experienced City Attorney and General Counsel who is thoroughly versed in rules and statutes governing public agency business, including parliamentary Rules of Order, Brown Act, administrative codes, election codes, sunshine ordinances, and conflict of interest issues. He and his team members regularly attend meetings and consult on all matters for their clients.

Advised AC Transit Board in Brown Act Compliance in Hiring High-Level Staff

On behalf of Alameda-Contra Costa (AC) Transit, our attorneys provided legal advice and written legal opinions to the Board of Directors regarding appropriate Brown Act requirements and compliance pertaining to the recruitment and selection process for the positions of General Manager and General Counsel. Additionally, we provided on-call advice and counsel to the Interim General Counsel/Assistant General Counsel regarding various Brown Act compliance questions and issues. We have also provided general advice to AC Transit on issues including a ballot tax measure, resolution of construction claims, a utility relocation issue, a DBE program and retiree benefits.

Various Municipalities: Local Governance Handbook

During their careers serving as counsel to many governmental entities, Steve Mattas, Lindsay D'Andrea and Claire Lai have prepared and edited legislative and advisory body handbooks that address the wide range of public agency issues, including the Brown Act, California Public Records Act, and conflict of interest laws.

Financing Transportation Projects

Our attorneys have issued legal opinions for clients in support of their grant applications for federal and state funding for both transportation and environmental cleanup projects. We have advised public agencies in connection with grant application and administration, including programs such as the federal TIGER discretionary grant program, SB 1 grants, federal regulatory compliance, the state Infill Infrastructure Grant (IIG) program, the federal Transit-Oriented Development (TOD) program, and federal programs including the HOME Investment Partnerships program, the Neighborhood Stabilization Program (NSP), and others.

Cooperative Agreement for Lagoon Restoration Project

As General Counsel to the SCCRTC, Steve Mattas drafted a cooperative agreement between SCCRTC and Caltrans for the Scott Creek Lagoon and Marsh Restoration Project. The project will create an ecological restoration design of the lagoon and marsh to optimize new transportation infrastructure that maximizes the resilience and ecological capacity and anticipates the impacts of climate change. SCCRTC received a grant for the project from the California Department of Fish and Wildlife and Caltrans will perform most of the work, so a cooperative agreement was needed to ensure the smooth flow of funds between the three organizations.

Union City: Inter-Modal Transit Project

We provided extensive legal support in connection with the development and financing of a transit-oriented development at the Union City BART station. One completed aspect of this transaction involved disposition of Agency land and the provision of \$24 million in Agency financing for a 155-unit mixed-use affordable housing and retail development that includes Agency options to purchase parking and retail facilities. We prepared additional documentation, including a cooperative agreement with BART for improved pedestrian access to the BART station and the construction of a public plaza, and we negotiated agreements with the State Department of Housing and Community Development for IIG and TOD program financing. We also work with the City and Agency in connection with the development, financing and preservation of affordable rental housing and the City's inclusionary housing and first-time homebuyer programs. In addition, we completed two ground lease transactions pursuant to which the Agency will construct a police substation at a local retail center, and the City will develop a community recreational facility.

CEQA and Land Use

The multi-faceted environmental issues that confront public agencies call for a team like ours that knows environmental law and public entity needs equally well. We are experts on California Environmental Quality Act and the National Environmental Policy Act. We have defended multiple lawsuits on clients' behalf regarding alleged improper procedures under CEQA/NEPA and associated claims for violation of civil rights and damages. Many of our cases have resulted in published decisions.

BNSF: CEQA Litigation in \$500M Rail Yard Project

BNSF—North America’s second-largest freight railway—hired Meyers Nave in May 2013 to represent the company in seven lawsuits (now consolidated) challenging its planned, \$500 million rail yard project near the ports of Los Angeles and Long Beach. Critical to BNSF’s national business strategy, the railway’s “South Coast International Gateway Project” would include construction and operation of a “near-dock” rail yard for the loading and off-loading of shipping containers headed to and from the ports, reducing regional air pollution and traffic by eliminating around 1.3 million short-haul truck trips per year.

Outside Counsel on Multiple Terminal Projects for Port of Los Angeles

The Port of Los Angeles stands as one of our most comprehensive, large-scale engagements in the area of land use and transportation/infrastructure law. We have delved deeply into the nuances of varied and complex land use, air emissions, and transportation issues in order to address the environmental consequences of the Port’s master plan for compliance with CEQA. Working with Port attorneys and other staff members, we have helped develop policies and practices for both immediate and future application to environmental review of projects. We also advised the Port of Los Angeles and the Port of Long Beach on CEQA review of a central element of the CAAP, a Clean Truck Program which aims to progressively ban trucks that fail to meet 2007 emission standards from serving the ports.

City of Barstow: “DesertXpress”

We advised the City regarding NEPA/CEQA and related issues in connection with environmental review by the Federal Railroad Administration of a proposed high speed rail project, the “DesertXpress,” between Victorville and Las Vegas.

Litigation

Meyers Nave’s trial and litigation team is well-versed in complex, high-stakes litigation, having served as lead counsel in many contentious, publicly scrutinized matters. We have represented hundreds of public agencies in all facets of complex litigation for more than two decades. We have the capacity to respond immediately to any litigation that may arise. The breadth of our expertise in almost any potential litigation allows us to assign an attorney with significant experience in relevant areas of law.

City of Dublin: Contractor Litigation Regarding I-580 Interchange and Widening Project

In *Granite v. City of Dublin*, we represented the City in response to a claim from the contractor alleging delays and deficiencies in the plans and specifications for construction of the I-580 highway interchange and widening project. The project involved multiple agencies. The case was settled amicably and favorably early in the dispute resolution process, enabling the City to avoid significant legal expenses.

Contracts

We negotiate, draft and counsel our clients on a broad range of agreements. We are well versed in the California Public Contracts Code, California Civil Code and other state laws relating to contracting. Our firm's attorneys have handled capital projects acquisitions, land use and entitlements, environmental compliance, construction, public contracts and procurement, facilities and purchasing. We routinely advise and negotiate alternative construction agreements such as lease/leaseback arrangements, real estate, and have advised on and negotiated complex technology procurements with AT&T, Oracle and other major technology companies on behalf of our clients.

Contract Amendments for Pedestrian and Bicycle Trail Improvements

Steve Mattas amended the contract between the SCCRTC and the City of Santa Cruz for the environmental review, permitting, construction, and maintenance of two sections of the Segment 7 Rail Trail, a 35-mile pedestrian and bicycle trail next to a section of train tracks. Steve added provisions that accounted for the maintenance of vegetation, installation of a new drainage system and bridge, and permitting requirements, among other matters.

Federal Transit Administration Contract Requirements

We have operational experience with Federal Transit Administration contract requirements. Specifically, we have advised the City of Fresno's "Fresno Area Express" and Union City Transit on compliance with specific FTA guidelines. On behalf of Fresno, we wrote documents that conformed Fresno Area Express's procurement contract language to federal rules pertaining to the Disadvantaged Business Enterprise program for an automatic passenger counter installation project. We also performed similar services in Union City Transit Agency's procurement of several new low-floor buses.

University of California at Merced

Steve Mattas represented the University of California at Merced in implementing preliminary aspects of an innovative public-private master development plan to accommodate a planned increase in students from 6,800 to 10,000. The pioneering project involved negotiating a range of new and innovative agreements, such as utility services and transportation agreements with the City of Merced and Merced County, as well as agreements to implement wetland mitigation requirements.

Joint Powers Agreements

Meyers Nave attorneys work extensively with JPAs statewide. We have helped JPA clients accomplish everything from coordinating emergency communication systems to building critical transportation and utility related infrastructure. We have experience forming and representing such entities, including serving as general counsel and special counsel in a variety of disciplines.

Proposed Fee

Identify the proposed fee, including any retainer and hourly rate. List any additional charges. Describe the nature of the fee (i.e., fixed, estimated, etc.) and how it might increase or decrease over the following years should the firm be reappointed.

At Meyers Nave, our broad and deep experience in handling matters for public agency clients enables us to provide these legal services with maximum efficiency and cost-effectiveness.

We propose the services described in the Scope of Work at the following hourly rates for our attorneys and staff: \$425 for Principals, \$365 for Of Counsel, \$335 for Associates, and \$155 for Paralegals. These rates would be subject to annual adjustment based on the change in CPI for the prior twelve months, not to exceed four percent.

Alternatively, we are willing to negotiate an annual retainer amount for our services other than litigation, arbitration, or representation of TVTC before other administrative or legislative bodies. This annual retainer amount would be based on the billing rates listed above and historical legal service needs by TVTC. This annual retainer rate would be subject to annual adjustment based on the change in CPI for the prior twelve months, not to exceed four percent for the second year of the agreement term and subject to a four percent per year increase for any options years.

Meyers Nave will not charge for office support services, including word processing and facsimile charges. We propose to charge the costs of mileage, photocopying, postage, and any third-party expenses, such as expert witness fees, deposition and court reporter fees, and electronic legal research.

Additional Information

Provide any additional information that may be useful to TVTC in evaluating the qualifications of the firm.

We are excited about the possibility of continuing our service as TVTC's General Counsel. Having served the Council over the past several years, we know and understand TVTC – its personnel, procedures, and concerns – very well. Steve, Lindsay, and Claire have developed strong relationships with TVTC staff and are invested in TVTC's success. We are confident Meyers Nave is the firm that is best positioned to assist TVTC, and we look forward to the opportunity to continue our service as General Counsel.

Resumes

Below are the resumes for our proposed Attorney-In-Charge, Steve Mattas, and two other attorneys assigned to work with the Tri-Valley Transportation Council. Per the TVTC's RFP, Steve will serve as Attorney-in-Charge for the two-year contract. All staff working on the contract have government sector experience and are available to provide services to TVTC.



Steven T. Mattas
Principal and Proposed Attorney-In-Charge

California Bar Number 154247

Education:

University of California at Davis, King Hall School of Law, JD, 1991
UCLA, MA, Architecture and Urban Planning, 1988
University of California at Irvine, BA, 1986

Steven Mattas serves as General Counsel for the Tri-Valley Transportation Council, Santa Cruz County Regional Transportation Commission, Ventura County Transportation Commission, Sunol Smart Carpool Lane Joint Powers Authority, South San Francisco Conference Center Authority, and Monterey County Housing Development Corporation, as well as special counsel to other public agencies and private developers. Steve also provides special counsel services to the Alameda County Transportation Commission, including serving as primary counsel for the I-580 managed express lanes. In this role, Steve advises on all procurement and contracts and assists staff with contracting issues with partner agencies for implementation and enforcement of the managed lanes.

Steve regularly advises on a range of matters and legislation that concern the transportation industry. He has negotiated agreements between cities and transportation agencies, procured buses and other transportation vehicles, and prepared and administered traffic impact fee revenues, among other responsibilities.

Steve frequently authors articles and gives presentations on land use law, public agency compliance with the Americans with Disabilities Act, density bonus and adult business regulations, among other topics. He has spoken before the California State Bar, the League of California Cities (LOCC) and many other organizations.

Honors and Awards

- AV Preeminent Rating, Martindale-Hubbell
- "Top Rated Lawyer in Land Use and Zoning," Martindale-Hubbell



**Lindsay P. D'Andrea
Of Counsel**

California Bar Number 290946

Education:

University of Georgia School of Law, JD, *cum laude*, 2010

University of Georgia, Political Science, *magna cum laude* with Honors, 2006

Lindsay D'Andrea is a member of the Municipal and Special District Law Practice Group, where she draws on her diverse experience in public law to counsel clients in all aspects of municipal law. She serves as supporting counsel to the Tri-Valley Transportation Council, Alameda County Transportation Commission, Ventura County Transportation Commission and the Santa Cruz County Regional Transportation Commission.

She has also advised the Alameda County Transportation Commission on a review and update of all organization documents and conflict of interest codes. Lindsay also assisted staff with preparation of an amendment to JPA agreement between Santa Clara County and Alameda CTC related to the management and operation of the I-680 express lane and a complete update to the administrative codes for both Alameda CTC and the Sunol Smart Carpool Lane JPA.

Lindsay has worked closely with Steve and Claire on a range of matters for the TVTC, including advising on the amended SEP, editing an RFP for a nexus study, and providing legal interpretations for TVTC staff. Lindsay has established relationships with a number of staff members and has an intimate knowledge of current, past, and future issues facing TVTC.

Prior to joining Meyers Nave in 2014, Lindsay served as a Neighborhood Law Corps Attorney for the City of Oakland. In this role, Lindsay represented the City of Oakland on both active litigation and administrative matters. Her practice focused on a wide range of areas, including administrative citations, blighted properties, general nuisance abatement, bankruptcy, and others. Also during her tenure with Oakland, Lindsay drafted proposed city ordinances, resolutions and attendant policy reports, as well as developed her knowledge of City Charter and Council rules, CEQA, the Brown Act, and Community Facilities District (CFD) formation.

Presentations and Publications

- Presenter, "Ethics AB 1234 Compliance Training," California Special Districts Association webinar, 2017
- Author, "Exploring the History and Future of Legislative Prayer in Light of *Town of Greece v. Galloway*," International Municipal Lawyers Association Annual Conference paper, October, 2015



Claire S. Lai
Associate

California Bar Number 294164

Education:

University of California, Hastings College of the Law, JD, 2013

University of San Diego, BA, *cum laude*, 2010

Claire Lai is an Associate in Meyers Nave’s Municipal and Special District Law Practice Group. She currently serves as supporting counsel for the Tri-Valley Transportation Council and Santa Cruz County Regional Transportation Commission, as well as Assistant City Attorney for the Cities of South San Francisco and Walnut Creek, and the Town of Los Altos Hills. She advises cities, transportation agencies and special districts on a wide range of public agency law issues. Her areas of focus include the Public Records Act, Brown Act, land use, public works and contracting, housing development, and telecommunications.

Claire brings valuable first-hand experience to our public law clients from serving as Deputy County Counsel in the Merced County Counsel’s Office and interim Deputy City Attorney at the Milpitas City Attorney’s Office. In her public law practice, Claire has assisted cities and regional agencies in negotiating public contracts, leases and license agreements; resolving land use and CEQA questions in urban development; advising on requests for proposals and bids issues; and crafting local regulations including those related to telecommunications, records retention, and accessory dwelling units.

While in law school, Claire was a Judicial Extern in the Pro Se Department of the U.S. District Court for the Northern District of California in San Francisco and a law clerk in the Appeals, Writs and Trial Section of the California Attorney General’s Office.

Honors and Awards

- Moot Court Best Oralist, University of California, Hastings College of the Law, 2011
- Outstanding Editor Award, Constitutional Law Quarterly, University of California, Hastings College of the Law, 2012
- UC Hastings Competitor, ABA Section of Taxation Law Student Tax Challenge, 2012

Presentations and Publications

- Author, “The Global Race to 5G Wireless: How It Is Already Changing Local Regulatory Environments,” North County Lawyer, June 2019

References

Ventura County Transportation Commission

Darren Kettle, Executive Director
950 County Square Drive, Suite 207, Ventura, CA 93003
Telephone: 805.642.1591
Email: dkettle@goventura.org

Alameda County Transportation Commission

Patricia Reavey, Deputy Executive Director of Finance and Administration
1111 Broadway, Suite 800, Oakland, CA 94607
Telephone: 510.208.7422
Email: preavey@alamedactc.org

City of Walnut Creek

Dan Buckshi, City Manager
1666 North Main Street, Walnut Creek, CA 94596
Telephone: 925.943.5812
Email: buckshi@walnut-creek.org

Item 4

Old Business a

TRI-VALLEY TRANSPORTATION COUNCIL

Kathy Narum
TVTC Chair
Vice-Mayor
Pleasanton
(925) 931-5001

Scott Perkins
TVTC Vice-Chair
Councilmember
San Ramon
(925) 973-2350

Patricia Munro
Councilmember
Livermore
(925) 960-4016

Jean Josey
Councilmember
Dublin
(925) 833-6650

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 (TVTC)

From: TVTC Finance Subcommittee (Finance Subcommittee)
TVTC Technical Advisory Committee (TAC)

Date: April 20, 2020

Subject: Professional Services Agreement – Tri-Valley Fee Nexus Study

BACKGROUND

On December 17, 2019, TVTC published a Request for Proposals (“RFP”) for consultant services for the Tri-Valley Fee Nexus Study. The RFP was reissued on January 16, 2020 due the lack of proposals received. TVTC received one proposal by the RFP response deadline, February 14, 2020 from Kimley-Horn Associates (Kimley-Horn developed the recent TVTC SEP Update and is currently drafting a Development Fee Manual).

A sub-committee of the TAC was created for the purpose of evaluating proposals. The sub-committee included: Cedric Novenario, City of Pleasanton/TVTC staff; Andy Dillard, Town of Danville; Sai Mididdidi, City of Dublin; and PJ Dhoot, San Ramon.

DISCUSSION

The sub-committee convened to review the proposal on February 21, 2020, then on March 10, 2020 the sub-committee interviewed Kimley-Horn to discuss their approach on the Fee Nexus Study.

Previous TVTC budgets identified \$100,000 to initiate both the Nexus Study and the Strategic Expenditure Plan. The cost estimate for the 2020 Nexus Study is \$172,930. For context, the cost of the 2005 TVTC Nexus Study was \$100,000, which is equivalent to approximately \$133,000 in 2020. The TVTC TAC compared this cost with recent fee studies from around the Bay Area.

- 2016 City of Cupertino Traffic Impact Fee Study - \$150,000
- Fremont Impact Fee Program - \$228,600

The sub-committee agreed to recommend the TVTC Board award Kimley-Horn the consultant services contract largely based on their work experience within the Tri-Valley (over 20 years), and familiarity with TVTC member agencies and the cost estimate is consistent with recent fee studies in the Bay Area.

TRI-VALLEY TRANSPORTATION COUNCIL

The standard contract (attached) has been reviewed by Kimley-Horn and TVTC General Counsel. Both parties have agreed to the terms of the contract. However, the TVTC TAC is still needs to work with Kimley-Horn to finalize the scope of work, which should be complete before the end of April. Therefore, the listed exhibits will be included upon completion. Due to the fact TVTC only meets quarterly, to prevent significant delay TVTC staff would recommend the TVTC Board approve the contract and authorize the TVTC Chair to ministerially approve non-substantial edits, if necessary.

RECOMMENDATION

1. ADOPT Resolution 2020-03 and Award Professional Services Agreement to Kimley-Horn for TVTC Nexus Study.
2. Authorize the TVTC Chairperson to execute the Agreement on behalf of the TVTC

ATTACHMENTS

1. Resolution 2020-03
Attachment 1: Professional Services Agreement
Exhibit A: Proposal, Scope of Work and Fees

**TRI-VALLEY TRANSPORTATION COUNCIL
RESOLUTION NO. 2020-03**

**A RESOLUTION APPROVING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE TRI-VALLEY TRANSPORTATION COUNCIL AND
KIMLEY-HORN AND ASSOCIATES FOR
TRI-VALLEY FEE NEXUS STUDY**

WHEREAS, in April 2020, the Tri-Valley Transportation Council (TVTC) and Kimley Horn and Associates (Consultant) prepared that certain Professional Services Agreement (“Agreement”), attached hereto and incorporated herein as Attachment 1, whereby Consultants agrees to provide professional services for the preparation of a new Tri-Valley Fee Nexus Study for TVTC; and

WHEREAS, the nature of the professional services for the preparation of the Tri-Valley Fee Nexus Study are more fully described in Exhibit A to the Agreement; and

WHEREAS, the term of the Agreement shall begin upon approval of TVTC and execution of the parties and shall end on April 30, 2021 after the work has been completed; and

WHEREAS, the Agreement provides that TVTC will pay Consultant a not to exceed amount of \$172,930 for the full and satisfactory completion of the Tri-Valley Fee Nexus Study; and

NOW THEREFORE BE IT RESOLVED THAT the Tri-Valley Transportation Council approves of the Agreement attached hereto as Attachment 1 and authorizes the TVTC Chair to execute the Agreement on behalf of the TVTC, subject to review and approval as to form by the General Counsel.

PASSED, APPROVED, AND ADOPTED at the meeting of April 20, 2020 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

Kathy Narum, Chair
Tri-Valley Transportation Council

ATTEST:

Cedric Novenario, TVTC Administrative Staff

ATTACHMENT 1

PROFESSIONAL SERVICES AGREEMENT

3504635.1

TRI-VALLEY FEE NEXUS STUDY CONSULTANT SERVICES AGREEMENT

This agreement ("Agreement") is entered into between the Tri-Valley Transportation Council, a joint powers authority formed under the Joint Exercise of Powers Act (Gov. Code §§ 6500 *et seq.*) ("TVTC") and Kimley-Horn, a professional engineering, planning and environmental services firm, ("Consultant"), referred to herein collectively as "Parties. Pursuant to this Agreement, the Parties hereby agree as follows:

1. Scope of Work: Consultant shall provide transportation planning services for the development of a new Tri-Valley Fee Nexus Study, such services will include professional guidance, technical analysis, and drafting of the Study for the TVTC ("Work"). The scope of the work for Consultant is more specifically described in **Exhibit A** of this Agreement, **attached hereto and by this reference made a part hereof**. Consultant will begin working on this Work within one (1) day after Consultant receives a signed copy of this Agreement. If the scope of work changes after signing this Agreement, TVTC and Consultant agree to negotiate and sign an amendment to this Agreement with a revised **Exhibit A**.

2. Term: The term of this Agreement shall begin on _____, 2020, the date upon which both Parties have fully executed this Agreement ("Effective Date") and shall continue until February 28, 2021, unless otherwise extended in a writing signed by both Parties.

3. Compensation : The Parties have agreed that TVTC shall pay Consultant an amount "Not to Exceed" One Hundred Seventy Two Thousand Nine Hundred Thirty Dollars (\$172,930) for the full and satisfactory completion of the Tri-Valley Nexus Fee Study as described in **Exhibit A**. In the event of a conflict or inconsistency between the text of the main body of this Agreement and Exhibit A, the text of the main body of this Agreement shall prevail. Amounts approved for any additional length of time beyond this Agreement are subject to the limits of Paragraph H, subpart 3 of the Tri-Valley Transportation Council Bylaws.

4. Project Schedule: Consultant and TVTC have agreed that Consultant will work on this project and such Work will be completed by February 28, 2020 as shown in the Project Schedule outlined in Exhibit A. If the Project Schedule changes after Consultant and TVTC sign this Agreement, such changes must be memorialized in an amendment to this Agreement.

5. Final Deliverables: Consultant will deliver to TVTC, within seven (7) calendar days after TVTC approves the final deliverable(s) as identified by Task in Exhibit A, digital files containing Consultant work for TVTC under this Agreement. Specifically, Consultant will provide TVTC with the following:

- a. On or before February 28, 2020 Consultant agrees to provide to TVTC a full Tri-Valley Fee Nexus Study based upon the specifications provided by TVTC (See **Exhibit A**).

6. Original Work/Conflicts/Confidentiality: Consultant promises that the Work does not and will not violate the patent, copyright, trade secrets or other property right of any person, firm or entity. Consultant will fully indemnify TVTC pursuant to Section 12 below in the event that a claim for such infringement is made. Consultant also promises that this Agreement does not conflict with any other contract, agreement or understanding to which Consultant is a

party. Finally, Consultant promises to hold and maintain in strict confidence any confidential information that TVTC provides (such as proprietary technical or business information), and Consultant will not disclose such information to any third party except as may be required by a court or governmental authority.

7. Invoicing/Billing: Consultant will bill TVTC monthly based upon the overall percentage of services performed. The billing statements must detail each person performing service and a brief description of the work performed and the hours charged per person. Payment will be made using check, cashier's check, or wire transfer. All billing statements should be directed to the TVTC Administrator for review and approval.

8. Additional Services: Consultant agrees that the total Not to Exceed amount of \$172,930 (U.S. Dollars) will cover, in full, all of the work listed in **Exhibit A** and specified in this Agreement. If TVTC asks Consultant to provide additional work beyond what is provided for by this Agreement, TVTC will pay an amount for these supplemental services that is agreed upon in a written amendment to this Agreement and signed by both parties prior to commencement of these additional services. Payment for supplemental services shall be in addition to all other amounts TVTC owes Consultant under this Agreement.

9. Feedback and Acceptance: TVTC agrees to give Consultant timely feedback so that Consultant can understand and incorporate TVTC concerns, objections or corrections, and TVTC promises not to unreasonably withhold acceptance of the deliverables Consultant will provide TVTC at each milestone.

Consultant and TVTC agree to the acceptance process outlined in **Exhibit A**. In turn, TVTC promises to evaluate the contract deliverables in a timely manner. If TVTC rejects a deliverable, Consultant will correct any errors and ask TVTC to accept or reject the corrected deliverable – which TVTC promises to do within reasonably timely manner after TVTC receives the corrected deliverable.

When Consultant delivers the final product to TVTC and completes work for TVTC under this Agreement, TVTC agrees to review the Agreement in its entirety to determine if Consultant completed the Work per **Exhibit A**. TVTC promises to inform Consultant in a reasonably timely manner after Consultant delivers the final product whether TVTC accepts or rejects the final product. If TVTC rejects the final product, Consultant will correct any errors and again ask TVTC to accept or reject the corrected deliverable – which TVTC promises to do within reasonably timely manner after TVTC receives the corrected deliverable. This process shall continue until TVTC accepts the deliverable. Finally, TVTC agrees that Consultant's work on this project will be complete after TVTC has approved the final product.

10. Rights To The TVTC Content: TVTC promises that: (a) Consultant has the right to use anything TVTC gives Consultant ("TVTC Content") for purposes of the Work as part of this Agreement; and (b) using such TVTC Content does not violate the patent, copyright, trade secret or other property right of any person, firm or entity. TVTC grants Consultant a nonexclusive, nontransferable license to use, reproduce, modify, display and publish the TVTC Content solely in connection with Consultant's work for TVTC under this Agreement. TVTC also affirms and represents that this Agreement does not conflict with any other contract, agreement or understanding to which TVTC is a party.

11. Termination. TVTC may terminate or suspend this Agreement at any time and without cause upon written notification to Consultant. Upon receipt of notice of termination or suspension, Consultant shall immediately stop all work in progress under this Agreement. TVTC's right of termination shall be in addition to all other remedies available under law to the TVTC.

12. Indemnification. To the fullest extent permitted by law, Consultant shall indemnify, defend (with counsel acceptable to TVTC), and hold harmless the TVTC and its elected and appointed officers, officials, employees, agents, contractors and consultants (collectively, the "TVTC Indemnitees") from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorneys' fees and costs of litigation) (collectively, "Liability") of every nature to the extent arising out of or in connection with Consultant's negligent performance of the Work, Consultant's infringement of any intellectual property rights, or Consultant's failure to comply with this Agreement, except such Liability caused by the gross negligence or willful misconduct of the TVTC Indemnitees.

13. Rights After Payment Made In Full: After TVTC pays Consultant in full for the Work, Consultant will assign to TVTC the Consultant's right, title and interest in the final product that Consultant creates for TVTC under this Agreement. If TVTC needs additional documentation, Consultant will sign any further documents reasonably necessary to make sure that the rights Consultant is granting TVTC under this Agreement are properly assigned to TVTC. TVTC agrees that Consultant may use TVTC's name/company name and trademarks as a reference in Consultant's promotional materials. TVTC also agrees that Consultant may include, when referencing Consultant's work for TVTC, a general description of the work under this Agreement.

14. Right To Make Changes: Consultant agrees that after TVTC pays Consultant in full for the Work, TVTC may make any changes or additions to the Work that TVTC deems necessary. TVTC may engage others to make any changes or additions, without further payments to Consultant. TVTC agrees that if TVTC asks Consultant to make changes or additions to the Work after TVTC approves the final product, TVTC and Consultant will negotiate and agree in writing for a separate additional payment for Consultant's time to make such changes.

15. Insurance. Prior to beginning the Work and continuing throughout the term of this Agreement, Consultant (and any subcontractors) shall, at Consultant's (or subcontractor's) sole cost and expense, furnish TVTC with certificates of insurance evidencing that Consultant has obtained and maintains insurance in the following amounts:

A. Workers' Compensation that satisfies the minimum statutory limits.

B. Commercial General Liability and Property Damage Insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, TWO MILLION DOLLARS (\$2,000,000) annual aggregate, for bodily injury, property damage, products, completed operations and contractual liability coverage. The policy shall also include coverage for liability arising out of the use and operation of any TVTC-owned or TVTC-furnished equipment used or operated by the Consultant, its personnel, agents or subcontractors.

C. Comprehensive automobile insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence for bodily injury and property damage including coverage for owned and non-owned vehicles.

All insurance policies shall be written on an occurrence basis and shall name the TVTC Indemnitees as additional insureds with any TVTC insurance shall be secondary and in excess to Consultant's insurance. If the Consultant's insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this agreement so as to not prevent any of the parties to this agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability. Additionally, the certificates of insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible. The certificates shall contain a statement of obligation on the part of the carrier to notify TVTC of any material change, cancellation, termination or non-renewal of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation, termination or non-renewal. TVTC's Risk Manager may waive or modify any of the insurance requirements of this section.

16. Compliance with all Applicable Laws; Nondiscrimination. Consultant shall comply with all applicable local, state and federal laws, regulations and ordinances in the performance of this Agreement. Consultant shall not discriminate in the provision of service or in the employment of persons engaged in the performance of this Agreement on account of race, color, national origin, ancestry, religion, gender, marital status, sexual orientation, age, physical or mental disability in violation of any applicable local, state or federal laws or regulations.

17. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

18. Entire Agreement: This Agreement constitutes the complete and exclusive agreement between TVTC and Consultant concerning the work on this project, and it supersedes all other prior agreements, proposals, and representations, whether stated orally or in writing. Consultant and TVTC can modify this agreement in writing, if both TVTC and Consultant sign that modification.

19. Independent Contractor: TVTC agrees that Consultant is an independent contractor and not TVTC's employee. Although TVTC will provide general direction to Consultant, Consultant will determine, in Consultant's sole discretion, the manner and ways in which Consultant will perform the Work for TVTC. The Work that Consultant creates for TVTC under this Agreement will not be deemed a "work-for-hire," as that term is defined under U.S. Copyright Law. Whatever rights Consultant grants TVTC are contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written below.

TRI-VALLEY TRANSPORTATION COUNCIL

DATED: _____

By _____

Cedric Novenario
Administrator
Tri-Valley Transportation Council

DATED: _____

By _____

Consultant
Kimley-Horn and Associates, Inc.
(Authorized Executive of Company)

3504578.1

Exhibit A – Scope of Work/Project Schedule

Scope of Work Exhibit A-1

Task	Description	Deliverable
Task #1--Kick-Off Meeting and Finalize Scope and Schedule	<ul style="list-style-type: none"> a) Consultant will hold kick-off meeting with TVTC Administrator and TAC members to introduce team, formalize communication protocols, review and discuss details of the scope of work, project approach, work plan, deliverables and submit initial request for information b) Consultant will coordinate with TVTC Administrator to review and provide recommendations on final details for scope of work and schedules. c) Consultant will attend TAC meeting and present details of final scope of work and schedule for approval. d) Consultant will revise scope of work and schedule in response to TAC member requests. 	<ul style="list-style-type: none"> 1. Final Detailed Scope of Work 2. Final Detailed Project Schedule 3. Initial Data Requests 4. Kick-off meeting and TAC meeting minutes
Task #2—Refine Growth Forecast	<ul style="list-style-type: none"> a) Consultant will analyze and refine population and employment forecasts to calculate the increased traffic demand attributable forecast new growth within the Tri-Valley area. b) Consultant will coordinate with TVTC TAC to review the adequacy and accuracy of the zone level data and network, identify any issues and update data as necessary. c) Consultant will aggregate the growth forecast by jurisdiction and land use type. Project of employment will be translated into four non-residential land use types. The total growth forecast will be converted into land use types to ease administration of the fee at local level. 	<ul style="list-style-type: none"> 1. Draft Technical Memorandum 1.0: Refined Growth Forecast 2. Final Technical Memorandum 1.0: Refined Growth Forecast

	<ul style="list-style-type: none"> d) Consultant will summarize results of the growth forecast analysis and submit the draft analysis for TAC review. e) Consultant will incorporate one set of TAC comments into a final technical memorandum. 	
Task #3—Confirm Project List	<ul style="list-style-type: none"> a) Consultant will use CCTA Travel Demand Model to (i) refine the growth forecast developed in Task #2, and (ii) refine the list of TVTC projects included in the RFP b) Consultant will quantify the improvements in congestion resulting from the projects, as well as identify any remaining areas of congestion and recommend additional projects that could be funded with the fee to address future demand. c) Consultant will summarize the methodology, assumption, and results of Task 3 in a draft technical memorandum and submit to TAC for review. d) Consultant will incorporate one set of TAC comments into a final technical memorandum. 	<ul style="list-style-type: none"> 1. Draft Technical Memorandum 2.0: Existing and 2050 Tri-Valley Congestion Areas 2. Final Technical Memorandum 2.0: Existing and 2050 Tri-Valley Congestion Areas
Task #4—Refine Project List	<ul style="list-style-type: none"> a) Consultant will coordinate with sponsor jurisdictions for each project to refine the project description, identify benefits, update cost estimates, identify available funding, and determine the project’s likely construction date. b) Consultant will coordinate with each sponsor jurisdiction to prepare a matrix of project characteristics such as description, project status, benefit, estimated costs to assist Consultant in prioritizing projects. c) Consultant will summarize results of Task 4 in a draft technical memorandum and submit to TAC for review. d) Consultant will incorporate 	<ul style="list-style-type: none"> 1. Draft Technical Memorandum 3.0: Refined Project List 2. Final Technical Memorandum 3.0: Refined Project List

	one set of TAC comments into a final technical memorandum	
Task #5: Refine Non-Fee Funding Forecast	<ul style="list-style-type: none"> a) Consultant will investigate existing and alternative sources of funding for the refined project list developed in Task 4. b) Consultant will summarize results of Task 5 in a draft technical memorandum and submit to TAC for review. c) Consultant will incorporate one set of TAC comments into a final technical memorandum 	<ul style="list-style-type: none"> 1. Draft Technical Memorandum 4.0: Non-Fee Funding Forecast 2. Final Technical Memorandum 4.0: Non-Fee Funding Forecast
Task #6: Fee Revenue Estimation	<ul style="list-style-type: none"> a) Consultant will develop fee revenue estimation using information for growth forecast (Task 2), projected areas of congestion (Task 3), and refined project list (Task 4). b) Consultant will evaluate the feasibility of levying a regional impact fee on vested developments and consider factors such as previous development contributions and current development commitments toward transportation improvements. c) Consultant will summarize results of Task 6 in a draft technical memorandum and submit to TAC for review. d) Consultant will incorporate one set of TAC comments into a final technical memorandum 	<ul style="list-style-type: none"> 1. Draft Technical Memorandum 5.0: Fee Revenue Estimation 2. Final Technical Memorandum 5.0: Fee Revenue Estimation
Task #7: Nexus and Burden Analysis	<ul style="list-style-type: none"> a) Consultant will conduct a nexus and burden analysis, which will allocate the expected unfunded cost of transportation improvement projects. b) Consultant will construct a preliminary trip based fee schedule by jurisdiction and land use type. c) Consultant will work with each jurisdiction's planning director and other staff to evaluate the preliminary fee schedule for relative economic burdens placed 	<ul style="list-style-type: none"> 1. Draft Technical Memorandum 6.0: Nexus and Burden Analysis 2. Final Technical Memorandum 6.0: Nexus and Burden Analysis

	<p>upon each jurisdiction's residential and commercial markets.</p> <p>d) Consultant will summarize methodology, assumptions, and results of Task 7 in a draft technical memorandum and submit to TAC for review.</p> <p>e) Consultant will incorporate one set of TAC comments into a final technical memorandum</p>	
Task #8: Final TVTC Nexus Update	<p>a) Consultant will produce a final nexus study report summarizing the efforts from all previous tasks and the updated strategic expenditure plan.</p> <p>b) Consultant will submit the draft report to TAC for review.</p> <p>c) Consultant will incorporate up to three (3) sets of TAC comments into a final nexus study report</p>	<ol style="list-style-type: none"> 1. Draft TVTC Nexus Study Update Report 2. Final TVTC Nexus Study Update Report
Task #9: Project Management	<p>a) Consultant will provide project management and oversight of Consultant's tasks and team and coordinate with TVTC throughout the project's duration.</p> <p>b) Consultant will supervise, coordinate, and monitor tasks and adhere to the Project Schedule</p> <p>c) In addition to the Kick-Off Meeting (Task 1), Consultant will attend up to four (4) TAC Meetings and up to two (2) TVTC Meetings, for a maximum of seven (7) meetings. The TVTC Administrator will advise Consultant which meetings Consultant should attend.</p>	<ol style="list-style-type: none"> 1. Monthly Invoices 2. Meeting Notes/Minutes 3. Status Updates when requested by TVTC Administrator

**Project Schedule
Exhibit A-2**

Task	Work Month(s)	Completion Date
Task 1	April and May	May 20, 2020
Task 2	May, June, and July	July 15, 2020
Task 3	July and August	August 30, 2020
Task 4	August, September, and October	October 15, 2020
Task 5	October and November	November 30, 2020
Task 6	November, December, and January	January 15, 2021
Task 7	January and February	February 28, 2021
Task 8	February, March, and April	April 30, 2020
Task 9	March 2020 through February 2021	April 30, 2020

Item 5

New Business a

TRI-VALLEY TRANSPORTATION COUNCIL

Kathy Narum
TVTC Chair
Vice-Mayor
Pleasanton
(925) 931-5001

Scott Perkins
TVTC Vice-Chair
Councilmember
San Ramon
(925) 973-2530

Patricia Munro
Councilmember
Livermore
(925) 960-4016

Jean Josey
Councilmember
Dublin
(925) 833-6650

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 (TVTC)
From: TVTC Finance Subcommittee (Finance Subcommittee)
TVTC Technical Advisory Committee (TAC)
Date: April 20, 2020
Subject: Tri-Valley Transportation Council Fiscal Year (FY) 2020/21
Annual Administrative Budget

BACKGROUND

The TVTC Joint Exercise of Powers Agreement (JEPA) requires the TVTC prepare and adopt an operating budget (Section 5.b.iii.). The TVTC Administrator shall prepare the budget with input from the Treasurer and the TVTC Finance Subcommittee for review and approval by the Council.

The 2015 Bylaws delineates the TVTC's right to adopt an annual budget for administrative costs, authorizes the budget to include costs for stipends, administration, general counsel, treasurer, auditor, and insurance, and approves other administrative expenses with specific signature authority. The Bylaws also state that the TVTC shall adopt a budget for administrative costs annually prior to July 1 of each year and that the TVTC may revise the budget from time to time within a fiscal year. Additionally, the Bylaws preclude a deficit administrative budget and does not allow the TVTC to make any unbudgeted expenditures. The adoption of an annual administrative budget, or any revisions, shall require a vote of a supermajority of five.

In January 2018, the TVTC adopted an Administrative Expenses policy to ensure sufficient annual funding for administrative and non-project specific expenses. Pursuant to this policy, the TVTC shall:

1. Create and adopt an annual administrative budget per the TVTC Bylaws based on anticipated need, not based on a specific percentage of anticipated or actual Tri-Valley Transportation Development Fee (TVTDF) revenue.
2. The annual administrative budget shall identify the percentage of anticipated TVTDF funds allocated to administrative expenses.
3. The annual administrative budget shall report the final dollar amount of administrative expenditures budgeted and spent in the prior fiscal year.

TRI-VALLEY TRANSPORTATION COUNCIL

4. The annual administrative budget shall include expenses for special studies and efforts. This allows the TVTC to allocate funds to non-project specific administrative expenses on an annual basis, as necessary to carry out the purpose for which the fee was collected.
5. Subsequent Strategic Expenditure Plans and Nexus Studies shall calculate and set-aside an average 1% of anticipated impact fee revenue as a relative guide to reserve funds for administrative expenses. The administrative budget is not required to be at or less than the 1% set-aside.

DISCUSSION

The proposed the TVTC FY 2020/21 Administrative Budget is \$256,440 (Exhibit A), and accounts for approximately 3.1% of the anticipated \$8.1 million in FY 2020/21 TVTD Fees. The proposed Administrative Budget includes the following expenses:

Administrative Expenses (\$59,010)

1. TVTC Administrator
2. Accounting Services
3. Audit Services
4. Legal Services
5. Treasurer Oversight
6. Insurance
7. Basecamp
8. Banking/Service Charges
9. Website Hosting and Maintenance
10. Board Member Stipends

Special Studies and Efforts- Non-Project Specific Administrative Expenses (\$197,430)

1. Administrative Guidance for Development Fee - \$7000 remaining
2. Cost Estimate from Kimley-Horn to complete the TVTC Nexus Study - \$172,930
3. Not To Exceed cost for Legal Review of TVTC Nexus Study - \$17,500

The TVTC Finance Subcommittee convened and reviewed the proposed FY 20/21 Administrative Budget on TBD. The Finance Subcommittee recommends the TVTC Board approve the FY 20/21 Administrative Budget. All expenses will be reviewed and can be adjusted, if necessary, throughout the year.

PRIOR FISCAL YEAR ADMINISTRATIVE EXPENSES

In accordance with Administrative Expenses Policy, the following chart summarizes administrative expenditures budgeted and spent in FY 2018/19 (information for FY 2019/20 is not yet available):

Fiscal Year	Approved Budget	Actual Expenses	Anticipated 1% of the TVTDF	Actual 1% of the TVTDF
FY2018/19	\$161,000	\$44,981.88	\$106,260	\$71,866.16

TRI-VALLEY TRANSPORTATION COUNCIL

RECOMMENDATION

The TVTC Finance Subcommittee recommends the TVTC ADOPT Resolution 2020-01 and APPROVE the TVTC Fiscal Year 2020/21 Administrative Budget.

ATTACHMENTS:

1. Resolution 2020-01

Exhibit A: TVTC Fiscal Year 2020/21 Administrative Budget

**TRI-VALLEY TRANSPORTATION COUNCIL
RESOLUTION NO. 2020-01**

**A RESOLUTION ADOPTING THE TRI-VALLEY TRANSPORTATION COUNCIL
FISCAL YEAR 2020/2021 ADMINISTRATIVE BUDGET**

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 establishes: 1) a framework for TVTC to enact a development fee necessary for implementation of transportation improvements; 2) funding goals for transportation improvements; 3) mechanisms for collecting, managing and disbursing development fees for implantation of transportation improvements; and 4) facilitation of cooperative regional planning efforts through adoption and implementation of regional transportation plans, the Strategic Expenditure Plan and fee program;

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

WHEREAS, in 2015 the TVTC adopted Bylaws (Bylaws) that delineate the TVTC's right to adopt an annual budget for administrative costs, authorizes the budget to include costs for stipends, administration, general counsel, treasurer, auditor, and insurance, and approves other administrative expenses with specific signature authority; and

WHEREAS, the Bylaws do not specify a percentage or dollar amount for administrative costs, but state that the TVTC may not approve a deficit spending administrative budget nor make any unbudgeted expenditures; and

WHEREAS, the Bylaws state that the TVTC shall adopt a budget for administrative costs annually prior to July 1 of each year and that the TVTC may revise the budget from time to time within a fiscal year; and

WHEREAS, the Bylaws state that the adoption of an annual administrative budget, or any revisions, shall require a vote of a supermajority of five; and

WHEREAS, in January 2018, the TVTC adopted an Administrative Expenses policy to ensure sufficient annual funding for administrative and non-project specific expenses, in order to effectively carry out the purpose for which the fee is collected; and

WHEREAS, the Administrative Expenses Policy allows the TVTC to create and adopt an annual administrative budget per the TVTC Bylaws based on anticipated need, not

based on a specific percentage of anticipated or actual Tri-Valley Transportation Development Fee (TVTDF) revenue; and

WHEREAS, the Fiscal Year 2020/2021 administrative budget will be reviewed and adjusted, if necessary, prior to adoption of the next fiscal year budget; and

WHEREAS, TVTC annually reviews and approves the Treasurer's Financial Status Report showing cumulative revenues and disbursements.

NOW THEREFORE BE IT RESOLVED THAT:

The TVTC adopts the Fiscal Year 2020/2021 administrative budget as recommended by the TVTC Financial Subcommittee, attached hereto and incorporated herein as Exhibit A.

PASSED, APPROVED AND ADOPTED at the meeting of April 20, 2020, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

Kathy Narum, Chair
Tri-Valley Transportation Council

ATTEST:

Cedric Novenario, TVTC Administrative Staff

EXHIBIT A
Tri-Valley Transportation Council Fiscal Year 2020/2021 Administrative Budget

	FY 2019/20 Budget	FY 2019/20 Remaining To Date	FY 2020/21 Budget	Difference from FY18/19 to 19/20
Expenses				
TVTC Administrator (a)	\$20,000	\$0	\$20,000	\$ -
Accounting Services (b)	\$5,000	\$2,470	\$5,000	\$ -
Audit Services (c)	\$4,000	\$0	\$4,000	\$ -
Legal Services (d)	\$14,000	\$5,063	\$16,000	\$ 2,000.00
Treasurer Oversight (San Ramon) (e)	\$1,200	\$1,200	\$1,200	\$ -
Insurance (f)	\$6,000	\$2,750	\$6,000	\$ -
Basecamp (San Ramon) (g)	\$300	\$132	\$300	\$ -
Banking/Service Charges (h)	\$500	\$500	\$500	\$ -
Website Annual Maintenance (i)	\$2,000	\$1,076	\$3,010	\$ 1,010.00
Board Member Stipends	\$3,000	\$800	\$3,000	\$ -
Expenses Subtotal	\$56,000	\$13,990	\$59,010	\$ 3,010.00
Special Studies and Efforts (Non-Project Specific Admin Expenses)				
Development Fee Manual(k)	\$ 10,000.00	\$7,000.00	\$7,000	\$ (3,000)
Nexus Study (j)	\$ 100,000.00	\$100,000.00	\$172,930	\$ 72,930
Nexus Study Legal Services (l)	\$ -	\$0.00	\$17,500	\$ 17,500
Special Studies and Efforts Subtotal	\$ 110,000.00	\$107,000.00	\$197,430	\$
GRAND TOTAL EXPENSES	\$166,000		\$256,440	\$90,440

Notes:

- (a) TVTC Administration Annual Stipend
- (b) Franklin Management
- (c) Annual Audit/Cropper Accountancy
- (d) General Counsel/Meyers Nave
- (e) Treasurer/San Ramon staff
- (f) General Liability+Crime Insurance/Alliant
- (g) TVTC's webased project management collaboration tool
- (h) Mechanics Bank
- (i) Tech Support and annual domain renewal/Planeteria Media, includes a one-time \$1,200 fee for website modifications
- (j) This cost is to complete the Nexus Study only.
(full cost of effort approximately \$250,000 to be allocated over multiple fiscal years)
- (k) Remaining \$7,000 is expected to complete the Development Fee Manual
- (l) A Not to Exceed amount for legal review of the Nexus Study

Item 5

New Business b

TRI-VALLEY TRANSPORTATION COUNCIL

Kathy Narum
TVTC Chair
Vice-Mayor
Pleasanton
(925) 931-5001

Scott Perkins
TVTC Vice-Chair
Councilmember
San Ramon
(925) 973-2350

Patricia Munro
Councilmember
Livermore
(925) 960-4016

Jean Josey
Councilmember
Dublin
(925) 833-6650

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 (TVTC)

From: TVTC Finance Subcommittee (Finance Subcommittee)
TVTC Technical Advisory Committee (TAC)

Date: April 20, 2020

Subject: Annual Adjustment to Tri-Valley Transportation Development Fee

BACKGROUND

The Joint Exercise of Powers Agreement (JEPA) for the Tri-Valley Transportation Development Fee (TVTDF) specifies that the TVTDF amounts are to be adjusted automatically as of July 1 of each year to reflect changes in regional construction costs. JEPA Section 3(D)(I) requires the TVTC adopt the adjustment by a simple majority.

The amount of the adjustment is based on the change in the "Construction Cost Index" (CCI) for the San Francisco Bay Area, as reported annually in the Engineering News Record (ENR). The December 2019 ENR CCI for the San Francisco Bay Area is **+5.4%**.

RECOMMENDATION

The TVTC TAC recommends the TVTC adopt the CCI adjustment and each TVTC member agency collect the TVTDF rates as listed below starting **July 1, 2020:**

Single Family Residential	\$4,901.69/Dwelling Unit (DU)
Multi-Family Residential	\$3,376.47/DU
Office	\$8.33/sq. ft. Gross Floor Area
Retail*	\$3.41/sq. ft. Gross Floor Area
Industrial	\$4.85/sq. ft. Gross Floor Area
Other	\$5,446.41/average am/pm peak hour trip
Affordable Housing	\$0.00
ADU/SDU	\$0.00

TRI-VALLEY TRANSPORTATION COUNCIL

TVTDF Historical Fee Rates

	2018	2019	2020
Single Family Residential (per DU)	\$4,613.65	\$4,650.56	\$4,901.69
Multi-Family Residential (per DU)	\$3,178.06	\$3,203.48	\$3,376.47
Office (per SF Gross Floor Area)	\$7.84	\$7.90	\$8.33
Retail (per SF Gross Floor Area)*	\$3.41	\$3.41	\$3.41
Industrial (per SF Gross Floor Area)	\$4.57	\$4.60	\$4.85
Other (average am/pm peak hour trip)	\$5,126.36	\$5,167.37	\$5,466.41
Affordable Housing**	\$0.00	\$0.00	\$0.00
ADU/SDU***	\$1845.00	\$0.00	\$0.00

*Retail rate remains constant (no CCI adjustment) at 15% of the maximum fee rate per Resolution 2015-01

**Pursuant to Resolution 2015-01 – Adjusting the Tri-Valley Transportation Development Fee Schedule

***Pursuant to Resolution 2019-03 – Resetting the Accessory Dwelling Unit/Secondary Dwelling Unit Fee in the Tri-Valley Transportation Fee Program

Item 5

New Business c

TRI-VALLEY TRANSPORTATION COUNCIL

Kathy Narum
TVTC Chair
Vice-Mayor
Pleasanton
(925) 931-5001

To: Tri-Valley Transportation Council (TVTC)
From: TVTC Technical Advisory Committee (TAC)
Date: April 20, 2020

Scott Perkins
TVTC Vice-Chair
Councilmember
San Ramon
(925) 973-2350

Subject: Rotation of TVTC Chair, Vice-Chair, Administrator, and Treasurer for Fiscal Year (FY) 2020/21 and FY 2021/22 and authorization to rotate LAIF successors

Patricia Munro
Councilmember
Livermore
(925) 960-4016

BACKGROUND

The TVTC's Joint Exercise of Powers Agreement (JEPA) (Section 4a) required the TVTC at its initial meeting to elect a Chair and Vice-Chair from among its members. The JEPA also states that the Chair and Vice Chair shall serve as defined by the Bylaws, starting on July 1st. The TVTC Bylaws (Section B.1) specify a two-year term and outline the following rotation schedule for the Chair and Vice Chair with the FY 2020/21 Chair highlighted:

Jean Josey
Councilmember
Dublin
(925) 833-6650

Chair	Vice Chair	Start Date July 1
Contra Costa County	City of Livermore	2014
City of Livermore	City of Pleasanton	2016
City of Pleasanton	City of San Ramon	2018
City of San Ramon	City of Dublin	2020
City of Dublin	Town of Danville	2022
Town of Danville	Alameda County	2024
Alameda County	Contra Costa County	2026

Karen Stepper
Mayor
Danville
(925) 275-2412

The JEPA (Section 4f) states that the TVTC may employ, contract, or appoint an Administrator to implement the objectives of the TVTC. The Bylaws (Section B2) states that the Chair shall serve as the liaison between the TVTC's Administrative staff and the TVTC. The Bylaws also outline the duties of the Administrator (Section C) and state that the TVTC may employ or appoint an Administrator to implement the objectives of the TVTC.

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

While the rotation of Chair and Vice Chair is an automatic occurrence, rotation of the Administrator requires an appointment by the TVTC. In September 2010, the TVTC unanimously agreed to rotate the Chair and Administrative staff together to provide continuity.

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

TRI-VALLEY TRANSPORTATION COUNCIL

Additionally, the TVTC's LAIF authorizing resolution does not reflect the biennial rotation of officers and administrator and therefore additional paperwork is necessary with every rotation to allow the TVTC's Chair, Vice Chair, and Administrator to deposit or withdraw funds in LAIF.

DISCUSSION

July 1, 2020 is the conclusion of the two-year term for the City of Pleasanton as the Chair and the City of San Ramon as the Vice Chair. In accordance with the TVTC rotation schedule as shown above, starting on July 1, 2020, the City of San Ramon will become the Chair and the City of Dublin will become the Vice Chair.

On June 30, 2020, the City of Pleasanton concludes the two-year rotation as TVTC Administrator. As required by the Bylaws, the TVTC must appoint the next Administrator. If the TVTC chooses to rotate the Chair and Administrative staff together, the FY 2020/21 through FY2021/22 Administrator is the City of San Ramon.

The City of San Ramon is the current TVTC treasurer. The TAC recommends rotating treasurer duties to the City of Dublin TAC representative from FY2020/21 through FY 2021/22. In doing so, it relieves the City of San Ramon TAC representative of treasurer duties while performing in an Administrator capacity and it provides the City of Dublin TAC representative experience with TVTC operations prior to assuming administrator duties after San Ramon.

RECOMMENDED ACTIONS

Staff recommends the TVTC take the following actions:

1. Adopt **Resolution 2020-04** to do the following:
 1. Confirm the rotation of the TVTC Chair to the City of San Ramon; and
 2. Confirm the rotation of the TVTC Vice Chair to the City of Dublin; and
 3. Appoint the City of San Ramon as the TVTC Administrator; and
 4. Appoint the City of Dublin as the TVTC Treasurer
2. Adopt **Resolution 2020-05** to reflect the biennial rotation of officers and administrator and provide successors authorization to execute LAIF actions and documents.

**TRI-VALLEY TRANSPORTATION COUNCIL
RESOLUTION NO. 2020-04**

**A RESOLUTION CONFIRMING THE ROTATION OF TVTC CHAIR TO THE CITY OF
SAN RAMON, VICE CHAIR TO THE CITY OF DUBLIN, AND APPOINTING THE CITY
OF SAN RAMON AS THE TVTC ADMINISTRATOR AND THE CITY OF DUBLIN AS
TVTC TREASURER**

WHEREAS, the TVTC's Joint Exercise of Powers Agreement (JEPA) (Section 4a) required the TVTC at its initial meeting to elect a Chair and Vice-Chair from among its members; and

WHEREAS, the JEPA states that the Chair and Vice Chair shall serve a term as defined by the Bylaws, starting on July 1st; and

WHEREAS, the TVTC Bylaws (Section B.1) specifies a two year term and outlines the rotation schedule for the Chair and Vice Chair; and

WHEREAS, the JEPA (Section 4f) states that the TVTC may employ, contract, or appoint an Administrator to implement the objectives of the TVTC; and

WHEREAS, the Bylaws (Section B2) states that the Chair shall serve as the liaison between the TVTC's Administrative staff and the TVTC. The Bylaws also state that the TVTC may employ or appoint an Administrator to implement the objectives of the TVTC; and

WHEREAS, under the TVTC governing documents, the rotation of Chair and Vice Chair are an automatic occurrences and the rotation of the Administrator requires an appointment by the TVTC; and

WHEREAS, in September 2010, the TVTC unanimously agreed to rotate the Chair and Administrative staff together to provide continuity; and

WHEREAS, June 30, 2020 concludes the two-year term for the City of Pleasanton as the Chair, the City of San Ramon as the Vice Chair, and the City of Pleasanton as the Administrator; and

WHEREAS, the TVTC desires to appoint the City of San Ramon as the Administrator to coincide with the City of San Ramon's term as Chair; and

WHEREAS, the Bylaws (Section C3) states that the TVTC shall designate a Treasurer, which may consist of the treasurer of a TVTC Member jurisdiction; and

WHEREAS, the TVTC desires to appoint the City of Dublin as the Treasurer to coincide with the City of Dublin's term as Vice-Chair.

NOW THEREFORE BE IT RESOLVED THAT THE TVTC TAKES THE FOLLOWING ACTIONS:

- 1) Confirms the rotation of the TVTC Chair to the City of San Ramon; and
- 2) Confirms the rotation of the Vice Chair to the City of Dublin; and
- 3) Appoints the City of San Ramon as TVTC Administrator; and
- 4) Appoints the City of Dublin as TVTC Treasurer.

PASSED, APPROVED AND ADOPTED at the meeting of April 20, 2020 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

Kathy Narum, Chair
Tri-Valley Transportation Council

ATTEST:

Cedric Novenario, TVTC Administrative Staff

**TRI-VALLEY TRANSPORTATION COUNCIL
RESOLUTION NO. 2020-05**

**A RESOLUTION OF THE TRI-VALLEY TRANSPORTATION COUNCIL
AUTHORIZING OFFICERS HOLDING TITLES SPECIFIED HEREIN BELOW AND
THEIR SUCCESSORS IN OFFICE TO EXECUTE ANY NECESSARY LOCAL AGENCY
INVESTMENT FUND ACTIONS AND DOCUMENTS**

WHEREAS, The Local Agency Investment Fund is established in the State Treasury under Government Code section 16429.1 et. seq. for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the Tri-Valley Transportation Council hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein is in the best interests of the Tri-Valley Transportation Council;

WHEREAS, pursuant to Resolution No. 2010-05, the Tri-Valley Transportation Council authorized the deposit and withdrawal of Tri-Valley Transportation Council monies in the Local Agency Investment Fund in the State Treasury in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein.

NOW THEREFORE, BE IT RESOLVED, as follows:

Section 1. The Tri-Valley Transportation Council affirms the authority of authorized personnel to deposit and withdraw Tri-Valley Transportation Council monies in the Local Agency Investment Fund in the State Treasury for the purpose of investment; and

Section 2. The Tri-Valley Transportation Council authorizes each of the following Tri-Valley Transportation Council officers holding the titles specified hereinbelow and **their successors in office** to order the deposit or withdrawal of monies in the Local Agency Investment Fund and execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transactions contemplated hereby:

TVTC Chair – Scott Pekins

(TVTC TITLE - NAME, SIGNATURE)

TVTC Vice Chair – Jean Joey

(TVTC TITLE - NAME, SIGNATURE)

TVTC Administrator – Lisa Bobadilla

(TVTC TITLE - NAME, SIGNATURE)

TVTC Treasurer – Sai Midididdi

(TVTC TITLE - NAME, SIGNATURE)

Section 3. This resolution shall remain in full force and effect until rescinded by Tri-Valley Transportation Council by resolution and a copy of the resolution rescinding this resolution is filed with the State Treasurer's Office.

PASSED, APPROVED AND ADOPTED at the meeting of April 20, 2020 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

Kathy Narum, Chair
Tri-Valley Transportation Council

ATTEST:

Cedric Novenario, TVTC Administrative Staff