

# TRI-VALLEY TRANSPORTATION COUNCIL

## TVTC MEETING

**Monday, September 12, 2022**  
**3:45 p.m.**

**Jean Josey**  
TVTC Chair  
Vice Mayor  
Dublin  
(925) 833-2530

**Newell Arnerich**  
TVTC Vice Chair  
Mayor  
Town of Danville  
(510) 366-0716

**David Haubert**  
Supervisor District 1  
Alameda County  
(925) 551-6995

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

**Brittni Kiick**  
Councilmember  
City of Livermore  
(925) 960-4019

**Karla Brown**  
Mayor  
City of Pleasanton  
(925) 931-5001

**Scott Perkins**  
Councilmember  
San Ramon  
(925) 973-2544

If you have any questions related to the Tri-Valley Transportation Council meeting agenda. Please contact Sai Mididdi. TVTC Administrative staff at (925)833-6630 or email at [sai.mididdi@dublin.ca.gov](mailto:sai.mididdi@dublin.ca.gov)

Join Zoom Meeting

<https://dublinca.zoom.us/j/81209776336>

Meeting ID: 812 0977 6336

One tap mobile

+16694449171, 81209776336# US

+16699009128, 81209776336# US (San Jose)

Pursuant to Government Code section 54953(e), members of the Tri-Valley Transportation Council may conduct this meeting via teleconference. Teleconference locations are not open to the public pursuant to Section 54953(e).

For this meeting, there will be no physical location from which members of the public may observe/comment. There will be no physical location for members of the public to participate in the meeting. We encourage members of the public to access the meeting online using the web-video communication application, Zoom.

Zoom participants will have the opportunity to speak during the Public Comment period (for topics not on the agenda), in addition to each of the items on the agenda.

If you are submitting a public comment via email, please do so **by 12:00 p.m. on Monday, September 12, 2022**, to [sai.mididdi@dublin.ca.gov](mailto:sai.mididdi@dublin.ca.gov) Please include **"Public Comment 09/12/22"** in the subject line. In the body of the email, please include your name and the item you wish to speak on. Public comments submitted will be read during Public Comment and will be subject to the regular three-minute time restriction.

Members of the Public may participate and provide public comments to teleconference meetings as follows:

Public testimony will be taken at the direction of the Chair and members of the public may only comment during times allotted for public comments. If you wish to request a disability-related modification or accommodation, please contact the Administrator by email at [sai.mididdi@dublin.ca.gov](mailto:sai.mididdi@dublin.ca.gov).

# TRI-VALLEY TRANSPORTATION COUNCIL

## AGENDA

1. Call to Order
2. Roll Call and Self Introductions
3. Public Comment
4. Consent Calendar
  - a. APPROVE August 15, 2022, Minutes
  - b. APPROVE Resolution No. 2022-18 to continue conducting remote teleconference meetings for all meetings of the legislative bodies of the Tri-Valley Transportation Council (“TVTC”), pursuant to the authority set forth in AB 361 (Government Code Section 54953[e][1]), due to a proclaimed state of emergency and imminent risks to the health and safety of attendees if meetings are held in person\*
  - c. ADOPT Resolution 2022-19 approving the First Amendment to Professional Services Agreement with Meyers Nave Riback Silver & Wilson for General Counsel Services to increase the not-to-exceed amount under the contract by \$16,000 and to authorize the TVTC Chairperson to execute the Amendment on behalf of the TVTC.
5. Old Business
6. New Business
7. Administrative Business
8. Informational Items

Find a date for the next special meeting to extend teleconference meetings.  
TVTC Regularly Scheduled Board Meeting on October 17 at 4:00 p.m.
9. Adjournment

\* *Attachment(s)*

# Item 4

# TRI-VALLEY TRANSPORTATION COUNCIL

## Item 4.a - DRAFT - MEETING MINUTES

### TRI-VALLEY TRANSPORTATION COUNCIL SPECIAL MEETING

Zoom Teleconference Call

Monday, August 15, 2022

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

The Tri-Valley Transportation Council (TVTC) was called to order at 4:00 p.m. by Chair, Jean Josey, City of Dublin.

#### TVTC Members in Attendance:

Jean Josey, Chair, Vice Mayor, Dublin  
Newell Arnerich, Vice-chair, Mayor, Town of Danville  
David Haubert, Supervisor District 1, Alameda County  
Candace Andersen, Supervisor District 2, Contra Costa County  
Brittni Kiick, City of Livermore (absent)  
Karla Brown, Mayor, City of Pleasanton  
Scott Perkins, Chair, Councilmember, San Ramon

#### TVTC Staff in Attendance:

Chris Weeks, San Ramon  
Cedric Novenario, Pleasanton  
Pratyush Bhatia, City of Dublin  
Andy Dillard, Danville  
Joan Liu, City of Livermore  
Robert Sarmiento, Contra Costa County

#### Others in Attendance

Lindsay D'Andrea, General Counsel's Office

#### 1. PUBLIC COMMENT

None

#### 2. CONSENT CALENDAR

1. APPROVE minutes from August 4<sup>th</sup> meeting
2. APPROVE Resolution No. 2022-17 to continue conducting remote teleconference meetings for all meetings of the legislative bodies of the Tri-Valley Transportation Council ("TVTC"), pursuant to the authority set forth in AB 361 (Government Code Section 54953[e][1]), due to a proclaimed state of emergency and imminent risks to the health and safety of attendees if meetings are held in person

# TRI-VALLEY TRANSPORTATION COUNCIL

**Motion to Approve Consent Calendar Items by Supervisor Haubert; Second by Council Member Perkins**

**Approved (Ayes 6; Noes 0; Abstain 0) Kiick Absent**

### **3. OLD BUSINESS**

Place Works and CCTA team presented TVTC Board Members with a verbal update on the Tri-Valley Transportation Plan for Routes of Regional Significance. The discussion focused on the Regional Transportation Objectives (RTOs) and proposed actions for the TVTC Action Plan update. No formal action was required.

### **4. NEW BUSINESS**

N/A

### **5. INFORMATIONAL ITEMS**

Mr. Bhatia reminded of the upcoming TVTC regularly scheduled meeting on October 17th, 2022, at 4:00 p.m. and requested a date to set up a special meeting to extend the teleconference meetings. Board finalized Monday, September 12<sup>th</sup> at 3:45 pm for the special meeting.

### **8. ADJOURNMENT**

The meeting was adjourned by Chair Josey at 4:36 p.m.

# TRI-VALLEY TRANSPORTATION COUNCIL

## Item 4.b

**Jean Josey**  
**TVTC Chair**  
**Vice Mayor**  
Dublin  
(925) 833-2530

**To:** Tri-Valley Transportation Council (TVTC)

**From:** Steve Mattas, General Counsel

**Date:** September 12, 2022

**Newell Arnerich**  
**TVTC Vice Chair**  
**Mayor**  
Town of Danville  
(510) 366-0716

**Subject:** Resolution to continue conducting remote teleconference meetings for all meetings of the legislative bodies of the Tri-Valley Transportation Council, pursuant to the authority set forth in AB 361 (Government Code Section 54953[e][1]), due to a proclaimed state of emergency and imminent risks to the health and safety of attendees if meetings are held in person

**David Haubert**  
**Supervisor District 1**  
Alameda County  
(925) 551-6995

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### RECOMMENDATION

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

Adopt a resolution to continue conducting remote teleconference meetings for all meetings of the legislative bodies of the Tri-Valley Transportation Council ("TVTC"), pursuant to the authority set forth in AB 361 (Government Code Section 54953[e][1]), due to a proclaimed state of emergency and imminent risks to the health and safety of attendees if meetings are held in person.

**Brittni Kiick**  
**Councilmember**  
City of Livermore  
(925) 960-4019

### BACKGROUND

**Karla Brown**  
**Mayor**  
City of Pleasanton  
(925) 931-5001

On March 4, 2020, Governor Newsom declared a State of Emergency in response to COVID-19. On March 10, 2020, Contra Costa County similarly declared a state of emergency. On March 17, 2020, Alameda County also declared a state of emergency, and Governor Newsom issued Executive Order N-29-20, which suspended certain provisions of the Brown Act in order to allow local legislative bodies to conduct remote meetings. Pursuant to this executive order, TVTC's legislative bodies began conducting teleconference meetings to carry out TVTC business from remote locations while ensuring the public's continued access to meetings in a safe manner.

**Scott Perkins**  
**Councilmember**  
San Ramon  
(925) 973-2544

On June 11, 2021, Governor Newsom issued Executive Order N-08-21, extending the term of Executive Order N-29-20 to September 30, 2021. Since the Governor issued Executive Order N-08-21, the highly contagious Delta and Omicron variants emerged, which caused spikes in cases throughout the state and within Alameda County and Contra Costa County. Additional highly contagious subvariants have emerged, including BA.5 and BA.4, and there is an ongoing risk that new variants will emerge. The State, as well as the Alameda County Health Officer and Health Officer of Contra Costa County, have issued public health orders requiring all people, regardless of vaccination status, to wear

# TRI-VALLEY TRANSPORTATION COUNCIL

face coverings in certain high-risk settings and strongly recommending that all people, regardless of vaccination status, wear face coverings in public indoor settings. The Division of Occupational Safety and Health of the California Department of Industrial Relations (“Cal/OSHA”) has also imposed similar requirements and recommendations for physical distancing and masking in response to the spread of the virus.

On September 16, 2021, Governor Newsom signed Assembly Bill 361 (2021) (“AB 361”), which amended the Brown Act to allow local legislative bodies to continue meetings by teleconference during a declared State of Emergency by following specific rules regarding notice and attendance. AB 361 took full effect on October 1, 2021.

## DISCUSSION

During a proclaimed state of emergency, AB 361 allows local legislative bodies to continue to meet remotely.

Under AB 361, TVTC will be allowed to continue to meet remotely when:

1. The local agency holds a meeting during a proclaimed state of emergency;
2. State or local health officials have imposed or recommended measures to promote social distancing;
3. The local agency has determined that as a result of the emergency, there is a need to meet remotely due to present imminent risks to the health or safety of attendees.

TVTC meets the requirements to continue holding meetings remotely in order to ensure the health and safety of the public:

- The Governor has declared a state of emergency, and the Alameda County and Contra Costa County Board of Supervisors each adopted resolutions proclaiming a state of emergency due to COVID-19, pursuant to Section 8625 of the California Emergency Services Act;
- State and County health officers strongly recommend that individuals in indoor public spaces wear face coverings, and Cal/OSHA and the Center for Disease Control and Prevention (CDC) recommend social distancing of at least six feet and face coverings due to COVID-19;
- The highly-infectious Delta and Omicron variants of COVID-19, and the subvariants BA.4 and BA.5, continue to circulate within the state and throughout Alameda County and Contra Costa County and there is an ongoing risk of new variants emerging;
- Meeting in person would present imminent risks to the health and/or safety of attendees.

Under AB 361, TVTC is required to make certain findings, by majority vote, in order to continue teleconferencing without complying with the pre-AB 361 Brown Act provisions (i.e. posting agendas at each teleconference location and allowing such locations to be accessible to the public):

# TRI-VALLEY TRANSPORTATION COUNCIL

- (1) The Board has reconsidered the circumstances of the state of emergency.
- (2) Either of the following circumstances exist:
  - (i) The state of emergency continues to directly impact the ability of the members to meet safely in person.
  - (ii) State or local officials continue to impose or recommend measures to promote social distancing.

If TVTC makes these findings, TVTC's legislative bodies may continue to hold meetings in the current remote manner with opportunities for the public to observe and address the legislative bodies in real time. TVTC is required to revisit these findings every 30 days in order to continue holding teleconference meetings while the proclaimed state of emergency is in effect.

## **RECOMMENDATION**

Adopt resolution to continue conducting remote teleconference meetings for all meetings of the legislative bodies of the Tri-Valley Transportation Council, pursuant to the authority set forth in AB 361 (Government Code Section 54953[e][1]), due to a proclaimed state of emergency and imminent risks to the health and safety of attendees if meetings are held in person.



# TRI-VALLEY TRANSPORTATION COUNCIL

## TRI-VALLEY TRANSPORTATION COUNCIL RESOLUTION NO. 2022-18

### A RESOLUTION OF THE TRI-VALLEY TRANSPORTATION COUNCIL (TVTC) FINDING THAT A PROCLAIMED STATE OF EMERGENCY EXISTS AND THAT MEETING IN PERSON WOULD PRESENT IMMINENT RISKS TO THE HEALTH OR SAFETY OF ATTENDEES IF MEETINGS OF THE LEGISLATIVE BODIES ARE HELD IN PERSON; AND AUTHORIZING TELECONFERENCE MEETINGS FOR ALL LEGISLATIVE BODIES

**WHEREAS**, all meetings of the legislative bodies of the Tri-Valley Transportation Council (“TVTC”) are open and public, as required by the Ralph M. Brown Act, Government Code Section 54950, *et seq.*, and any member of the public may observe, attend, and participate in the business of such legislative bodies;

**WHEREAS**, on March 4, 2020, Governor Newsom declared a State of Emergency as a result of the rapid spread of the novel coronavirus disease 2019 (“COVID-19”);

**WHEREAS**, on March 4, 2020, the Alameda County Health Officer declared a local emergency due to COVID-19;

**WHEREAS**, on March 17, 2020, the Alameda County Board of Supervisors adopted a Resolution ratifying the Health Officer’s Declaration of Local Emergency;

**WHEREAS**, on March 10, 2020, the Contra Costa County Board of Supervisors adopted a Resolution proclaiming a state of emergency to deal with the potential spread of COVID-19;

**WHEREAS**, on March 17, 2020, in response to the COVID-19 pandemic, Governor Newsom issued Executive Order N-29-20 suspending certain provisions of the Ralph M. Brown Act (“Brown Act”) in order to allow local legislative bodies to conduct meetings telephonically or by other means, after which TVTC staff implemented virtual meetings for all meetings of legislative bodies within the TVTC;

**WHEREAS**, all legislative bodies of TVTC established remote meetings, which have allowed the bodies to continue to conduct TVTC business from remote locations while ensuring the public’s continued access to government meetings in a safe manner;

**WHEREAS**, on June 11, 2021, Governor Newsom issued Executive Order N-08-21, which terminated the provisions of Executive Order N-29-20 that allows local legislative bodies to conduct meetings telephonically or by other means effective September 30, 2021;

**WHEREAS**, on September 16, 2021, Governor Newsom signed Assembly Bill 361 (“AB 361”), which amended the Brown Act to allow local legislative bodies to continue to conduct meetings by teleconference under specified conditions and pursuant to special rules on notice, attendance, and other matters;

# TRI-VALLEY TRANSPORTATION COUNCIL

**WHEREAS**, AB 361, pursuant to Executive Order N-15-21, took full effect on October 1, 2021 and requires the Board to make specific findings to continue meeting under special teleconference rules;

**WHEREAS**, in addition to finding the Governor has declared a State of Emergency pursuant to Government Code section 8625, such findings include that state or local officials have imposed or recommended measures to promote physical distancing, or, in the alternative, that the legislative body determines that meeting in person would present imminent risks to the health and safety of attendees;

**WHEREAS**, Governor Newsom has declared a State of Emergency due to COVID-19, the Counties of Alameda and Contra Costa have similarly proclaimed states of emergency, state and county officials have imposed or recommend measures to promote masking and physical distancing, and TVTC has determined that meeting in person would present imminent risks to the health and safety of attendees;

**WHEREAS**, in response to the emergence of the highly contagious Delta and Omicron variants of COVID-19, including subvariants BA.4 and BA.5, and the ongoing risk of the emergence of new variants, State, the Alameda County and Contra Costa County Health Officers have issued orders for nearly all individuals to wear masks in certain indoor settings and strongly recommending that all individuals, regardless of vaccination status, wear masks when inside all public spaces;

**WHEREAS**, the Centers for Disease Control and Prevention (“CDC”) continues to recommend physical distancing of at least six feet from others outside of the household;

**WHEREAS**, Title 8, Section 3205, subdivision (c)(5)(D) of the California Code of Regulations, promulgated by the Division of Occupational Safety and Health of the California Department of Industrial Relations (“Cal/OSHA”), requires employers to provide instruction to employees on using a combination of “physical distancing, face coverings, increased ventilation indoors, and respiratory protection” to decrease the spread of COVID-19;

**WHEREAS**, “Protecting Workers: Guidance on Mitigating and Preventing the Spread of COVID-19 in the Workplace,” promulgated by the Occupational Safety and Health Administration (“OSHA”) under the United States Department of Labor, provides that “[m]aintaining physical distancing at the workplace for [unvaccinated and at-risk] workers is an important control to limit the spread of COVID-19” and recommends that employers train employees about the airborne nature of COVID-19 and importance of exercising multiple layers of safety measures, including physical distancing, and that employers implement “physical distancing in all communal work areas for unvaccinated and otherwise at-risk workers,” including physical distancing from members of the public, as a “key way to protect such workers”;

**WHEREAS**, due to the continued threat of COVID-19, TVTC continues to implement multiple layers of protection against COVID-19, including physical distancing, for the safety of Board members, employees and members of the public;

# TRI-VALLEY TRANSPORTATION COUNCIL

**WHEREAS**, TVTC recognizes the recommendations by state and local officials to use physical distancing as a layer of protection against COVID-19 and desires to continue to provide a safe workplace for its Board members, employees and a safe environment for the open and public meetings of all legislative bodies of TVTC;

**WHEREAS**, TVTC hereby finds that the presence of COVID-19 and continued circulation of the Delta and Omicron variants, including subvariants BA.4 and BA.5, as well as the ongoing risk of the emergence of new variants, present imminent risks to the health or safety of attendees should meetings of the legislative bodies of TVTC be held in person; and

**WHEREAS**, TVTC shall ensure meetings of all legislative bodies comply with the special teleconference rules under the Brown Act, as amended by Assembly Bill 361.

**NOW, THEREFORE, BE IT RESOLVED** by the Tri-Valley Transportation Council, as follows:

Section 1. Recitals. The above recitals are true and correct and hereby incorporated into this Resolution.

Section 2. State of Emergency and Imminent Risks to Health and Safety. In compliance with the special teleconference rules of Section 54953 of the Government Code, as established by Assembly Bill 361 (2021), TVTC hereby makes the following findings:

- a. TVTC has considered the circumstances of the state of emergency; and
- b. The states of emergency, as declared by the Governor, Alameda County, and Contra Costa County continue to impact directly the ability of all legislative bodies of TVTC to safely meet in person; and
- c. The CDC, Cal/OSHA, and OSHA continue to recommend physical distancing of at least six feet to protect against transmission of COVID-19; and
- d. Meeting in person would present imminent risks to the health and safety of meeting attendees due to the continued presence and threat of COVID-19.

Section 3. Remote Teleconference Meetings. All legislative bodies of TVTC are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public teleconference meetings in accordance with Government Code section 54953, as amended by Assembly Bill 361 (2021), and other applicable provisions of the Brown Act, in order to protect the health and safety of the public.

Section 4. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of October 11, 2022, or such time TVTC adopts a subsequent resolution in accordance with Government Code section

# TRI-VALLEY TRANSPORTATION COUNCIL

54953(e)(3) to extend the time during which the legislative bodies may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

**PASSED, APPROVED, AND ADOPTED** at the meeting of September 12, 2022, by the following votes:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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Jean Josey, Chair  
Tri-Valley Transportation Council

**ATTEST:**

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Sai Midididdi, TVTC Administrative Staff

# TRI-VALLEY TRANSPORTATION COUNCIL

## Item 4.c

**Jean Josey**  
TVTC Chair

**Steven Spedowski**  
TVTC Chair  
Vice Mayor  
Livermore  
(925) 960-4016

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

**Scott Perkins**  
Councilmember  
San Ramon  
(925) 973-2530

**Don Biddle**  
Vice Mayor  
Dublin  
(925) 833-6650

**Karen Stepper**  
Councilmember  
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 Technical Advisory Committee (TAC)  
**Date:** September 12, 2022  
**Subject:** TVTC Legal Services Contract

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### BACKGROUND

The current contract between TVTC and Meyers Nave, PC for general counsel services includes two (2) one-year extension options. The TVTC Administrator has exercised the first one-year extension to extend the contract term by one year to June 30, 2023. Staff is recommending that TVTC approve a contract amendment to increase the not-to-exceed amount under the contract by \$16,000 to allow payment of services during the extension term.

### DISCUSSION

The TVTC issued an RFP for Legal Services in early 2020 and selected Meyers Nave, PC and entered into a legal services retainer agreement per Resolution 2020-02. The contract includes the possibility of two (2) one-year extensions (Attachment 1). The contract also includes a not-to-exceed amount of \$32,000, which limits annual expenditures to \$16,000.

The TVTC Administrator exercised the one-year option administratively to extend the contract term by one year to June 30, 2023. However, in order to allow payment for services during the extension term, staff is seeking approval of an amendment increasing the not-to-exceed amount by \$16,000. The TVTC Fiscal year 2022-2023 budget adopted per Resolution 2022-08 allocates sufficient funding for all the above-mentioned contract extension (Attachment 2).

### RECOMMENDATION

1. ADOPT Resolution 2022-19 approving the First Amendment to Professional Services Agreement with Meyers Nave, PC for General Counsel Services to

# **TRI-VALLEY TRANSPORTATION COUNCIL**

increase the not to exceed amount by \$16,000 and authorize the TVTC Chairperson to execute the Amendment on behalf of the TVTC.

## **ATTACHMENTS**

1. Legal Services Retainer Agreement between TVTC and Meyers Nave for General Counsel Services.
2. Resolution 2022-08 - A Resolution adopting the TVTC Fiscal Year 2022-2023 Administrative Operating Budget.

**TRI-VALLEY TRANSPORTATION COUNCIL  
RESOLUTION NO. 2022-19**

**A RESOLUTION OF THE TRI-VALLEY TRANSPORTATION COUNCIL APPROVING  
AN AMENDMENT TO THE LEGAL SERVICES RETAINER AGREEMENT BETWEEN  
THE TRI-VALLEY TRANSPORTATION COUNCIL AND MEYERS NAVE TO  
INCREASE THE NOT TO EXCEED AMOUNT**

**WHEREAS**, on May 3, 2020, the Tri-Valley Transportation Council (TVTC) and Meyers Nave, PC (Attorneys) entered into a Legal Services Retainer Agreement (Agreement), whereby Attorneys agreed to provide general legal services for TVTC.

**WHEREAS**, Section 2 of the Agreement provides TVTC with two one-year extension options and TVTC's Administrator exercised such option administratively and extended the Agreement until June 30, 2022; and

**WHEREAS**, the Parties now desire to amend the Agreement to increase the Not to Exceed Amount under the Agreement by \$16,000 to pay for services during the extension term.

**NOW THEREFORE BE IT RESOLVED THAT** the Tri-Valley Transportation Council approves the First Amendment to Legal Services Retainer Agreement attached hereto as Attachment 1 (First Amendment) and authorizes the TVTC Chair to execute the First Amendment on behalf of the TVTC.

**PASSED, APPROVED, AND ADOPTED** at the meeting of September 12, 2022, by the following votes:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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Jean Josey, Chair  
Tri-Valley Transportation Council

**ATTEST:**

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Sai Midididdi, TVTC Administrative Staff

## Attachment 1 to TVTC Resolution 2022-19

### FIRST AMENDMENT TO THE LEGAL SERVICES RETAINER AGREEMENT BETWEEN THE TRI-VALLEY TRANSPORTATION COUNCIL AND MEYERS NAVE

THIS FIRST AMENDMENT TO THE LEGAL SERVICES RETAINER AGREEMENT is made as \_\_\_\_\_ day of \_\_\_\_\_ 2022 by and between THE TRI-VALLEY TRANSPORTATION COUNCIL ("TVTC"), and MEYERS NAVE, PC ("Attorneys"), (sometimes referred together as the "Parties") who agree as follows:

#### RECITALS

**WHEREAS**, on May 3, 2020, TVTC and Attorneys entered into that certain Legal Services Retainer Agreement ("Agreement") whereby Attorneys agreed to provide general legal services to TVTC, as further described in the Scope of Work contained in Exhibit A to the Agreement. A true and correct copy of the Agreement and its exhibits is attached hereto as Exhibit 1 hereto; and

**WHEREAS**, Section 2 of the Agreement provides that TVTC has the option to extend the agreement for two (2) one-year extensions and the TVTC Administrator has exercised such one-year extension administratively; and;

**WHEREAS**, Section 3 of the Agreement provides that TVTC will pay Attorneys a "Not to Exceed" Amount of Thirty-Two Thousand dollars (\$32,000) for the services contemplated by the Agreement, which is limited to annual not to exceed amounts of Sixteen Thousand dollars (\$16,000); and

**WHEREAS**, TVTC and Attorneys now desire to amend the Agreement to increase the Not to Exceed Amount under the Agreement by \$16,000 to pay for services during the extension term.

**NOW, THEREFORE**, for and in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TVTC and Attorneys hereby agree to amend the Agreement as follows:

1. All terms which are defined in the Agreement shall have the same meaning when used in this Amendment, unless specifically provided herein to the contrary.
2. Section 3 of the Agreement. The Not to Exceed Amount provided for in Section 3 is hereby increased by \$16,000 from \$32,000 to \$48,000.

Attorneys agree this is TVTC's total contribution for payment of costs under the Agreement unless additional payments are authorized in accordance with the terms of the Agreement and said terms of payment are mutually agreed to by and between the parties in writing.



All other terms, conditions and provisions in the Agreement remain in full force and effect. If there is a conflict between the terms of this Amendment and the Agreement, the terms of the Agreement will control unless specifically modified by this Amendment.

*[SIGNATURES ON THE FOLLOWING PAGE]*

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

**TRI-VALLEY TRANSPORTATION COUNCIL**

DATED: \_\_\_\_\_

\_\_\_\_\_  
By: Jean Josey, TVTC Chair

**Meyers Nave, PC**

DATED: \_\_\_\_\_

\_\_\_\_\_  
By: Steven Mattas, Legal Counsel

**APPROVED AS TO FORM**

DATED: \_\_\_\_\_

\_\_\_\_\_  
By: Sai Midididdi, TVTC Administrator

## Attachment 1 to Staff Report - Item 4.C

### 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.

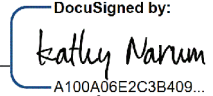
**18. MODIFICATION:** No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

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.

Dated: 5/3/2020

Tri-Valley Transportation Council

By:  \_\_\_\_\_  
Chair

ATTORNEYS  
Meyers Nave Riback Silver & Wilson

Dated: 5/3/2020

By:  \_\_\_\_\_  
Authorized Partner of Law Firm

**FORM B**  
**Price Summary**

Annual Cost Estimate	\$ 516,000
Hourly Rate (Please specify if hourly rate varies depending on staff):	\$ Principal - \$425 Paralegal - \$155 Of Counsel - \$365 Associate - \$335

3501354.1

**Attachment 2 to Staff Report - Item 4.C**

**TRI-VALLEY TRANSPORTATION COUNCIL  
RESOLUTION NO. 2022-08**

**A RESOLUTION ADOPTING THE TRI-VALLEY TRANSPORTATION COUNCIL  
FISCAL YEAR 2022-2023 ADMINISTRATIVE OPERATING 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 implementation of transportation improvements; and 4) facilitation of cooperative regional planning efforts through adoption and implementation of regional transportation action plans, the Strategic Expenditure Plan and fee program; and

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

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

**WHEREAS**, the Fiscal Year 2022-2023 budget is \$60,200 and will be reviewed and adjusted, if necessary, prior to adoption of the next fiscal year budget; and

**NOW THEREFORE BE IT RESOLVED THAT:** TVTC adopts the Fiscal Year 2022-2023 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 18, 2022 by the following votes:

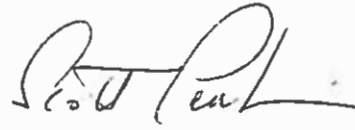


**AYES:** Perkins, Josey, Arnerich, Brown, Kiick, Andersen, Haubert

**NOES:**

**ABSENT:**

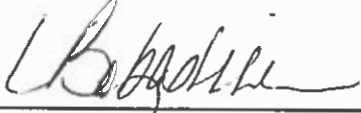
**ABSTAIN:**



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Scott Perkins, Chair  
Tri-Valley Transportation Council

**ATTEST:**



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Lisa Bobadilla, TVTC Administrative Staff