
TRI-VALLEY TRANSPORTATION COUNCIL

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

Monday, April 16, 2018
4:00pm

Livermore Amador Valley Transit Authority (LAVTA) Board Room
1362 Rutan Dr # 100, Livermore, CA 94551

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

AGENDA

Scott Perkins
Councilmember
San Ramon
(925) 973-2530

Arun Goel
Councilmember
Dublin
(925) 833-6662

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

1. Call to Order, Roll Call, and Self Introductions
2. Public Comment
3. APPROVE Meeting Minutes from January 22, 2018 (Action)*
4. Consent Calendar
 1. ADOPT TVTC Resolution 2018-04 and APPROVE the First Amendment to the Professional Services Agreement with Franklin Management, as recommended by the TVTC Finance Subcommittee (Action)*
5. New Business
 1. ADOPT TVTC Resolution 2018-05 and APPROVE the TVTC Fiscal Year 2018/2019 Budget, as recommended by the TVTC Finance Subcommittee (Action)*
 2. ADOPT the Tri-Valley Transportation Development Fee Construction Cost Index Annual Adjustment (Action)*
 3. ADOPT TVTC Resolution 2018-06 and 2018-07 to confirm the rotation of the TVTC Chair, Vice Chair, and Administrator and provide successor authorization to execute LAIF actions and documents (Action)*
6. Other Business - none
7. Adjournment

* *Attachment(s)*

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

TRI-VALLEY TRANSPORTATION COUNCIL

Upcoming Meetings:

TVTC TAC: Tuesday, May 1, 2018, 9am, Dublin Public Works Front Room

TVTC: Monday, July 16, 2018, 4pm, Location TBD after Chair Rotation to City of Pleasanton

Monday, October 15, 2018, 4pm, Location TBD

Item 3

MINUTES

TRI-VALLEY TRANSPORTATION COUNCIL

Livermore Amador Valley Transit Authority (LAVTA) Board Room

1362 Rutan Dr # 100, Livermore, CA 94551

Monday, January 22, 2018, at 3:00pm

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

The Tri-Valley Transportation Council (TVTC) was called to order at 3:00 p.m. by the Chair, Vice Mayor Steven Spedowski, City of Livermore.

TVTC Members in Attendance:

Steven Spedowski, Chair, Councilmember, Livermore
Arne Olson, Vice Chair, Vice Mayor, Pleasanton
Scott Perkins, Councilmember, San Ramon
Candace Andersen, Supervisor District 2, Contra Costa County
Don Biddle, Vice Mayor, City of Dublin
Karen Stepper, Councilmember, Danville
Scott Haggerty, Supervisor, District 1, Alameda County

TVTC Staff in Attendance:

Debbie Bell, City of Livermore
Obaid Khan, City of Dublin
Jamar Stamps, Contra Costa County
Andy Dillard, Town of Danville
Matt Nelson, City of Pleasanton
Cedric Novenario, City of Pleasanton

Others in Attendance:

Lindsay D'Andrea, Meyers Nave, TVTC General Counsel
Gary Sidhu, Alameda County Transportation Commission

2) PUBLIC COMMENT

None.

3) CONSENT CALENDAR

Motion by Supervisor Andersen; Second by Councilmember Stepper.
Consent Calendar Approved (Ayes 7; Noes 0; Abstain 0; Absent:0)

1. APPROVE Meeting Minutes from July 17, 2017 (Action)*
2. ACCEPT Fiscal Year 2016/17 Financial Report, as recommended by the TVTC Finance Subcommittee (Action)*

3. REVIEW Fiscal Year 2010/11 through Fiscal Year 2016/17 AB1600 Impact Fee Reports, as recommended by the TVTC Finance Subcommittee (Information only)*
4. ACCEPT Fiscal Year 2016/17 Audit as recommended by the TVTC Finance Subcommittee (Action)*
5. ADOPT TVTC Resolution 2018-01 and APPROVE Professional Services Agreement with Planeteria Media, as recommended by the TVTC Finance Subcommittee (Action)*

4) NEW BUSINESS

1. ADOPT TVTC Resolution 2018-02 and APPROVE the City of Pleasanton's Tri-Valley Transportation Development Fee Allocation Request for Project A-2 State Route 84 Corridor Improvements I-580 to I-680, as recommended by the TVTC Finance Subcommittee (Action)*

Motion by Supervisor Andersen; Second by Councilmember Biddle.
Approved (Ayes 7; Noes 0; Abstain 0; Absent:0)

2. ADOPT TVTC Resolution 2018-03 and APPROVE the TVTC Administrative Expense Policy, as recommended by the TVTC Finance Subcommittee (Action)*

Motion by Supervisor Andersen; Second by Councilmember Perkins.
Approved (Ayes 7; Noes 0; Abstain 0; Absent:0)

Councilmember Perkins commented that the current administrative reimbursement rate of \$20,000 is much less than the amount of effort expended to administer the TVTC. He noted that the reimbursement rate was not intended to fully compensate for all administrative time, but that the level of effort far supersedes this amount.

Supervisor Andersen asked how much time is needed for TVTC administration. Livermore's administrative staff responded that they dedicate approximately 40 hours per month as the TVTC administrator, which is significantly more than the \$20,000 reimbursement rate.

The TVTC requested the TAC and Finance Subcommittee review and provide recommendations regarding the TVTC Administrative Reimbursement rate.

5) OTHER BUSINESS/ANNOUNCEMENTS

None

6) ADJOURNMENT

The meeting was adjourned by Chair Spedowfski at 4:06 p.m.

Item 4.1

TRI-VALLEY TRANSPORTATION COUNCIL

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

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

Scott Perkins
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Supervisor District 1
Alameda County
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Candace Andersen
Supervisor District 2
Contra Costa County
(925) 957-8860

the TVTC

To: Tri-Valley Transportation Council (TVTC)
From: TVTC Finance Subcommittee (Finance Subcommittee)
TVTC Technical Advisory Committee (TAC)
Date: April 16, 2018
Subject: TVTC Accounting Contract

BACKGROUND

TVTC Bylaws Section H3 requires a request for proposal (RFP) process prior to expending funds or entering into contracts in excess of \$5,000. In accordance with this requirement, the TVTC issued a RFP and selected Franklin Management Systems for bookkeeping and accounting services, with an effective contract start date in January 2011. Between 2011 and September 2013 the TVTC did not utilize these contract services. In May 2016, the TVTC approved Resolution 2016-01, which extended the contract with Franklin Management to June 30, 2018 at a rate of \$5,000 annually. This contract includes the possibility of two (2) one-year extensions.

To date the TVTC has paid Franklin Management approximately \$12,000 and the TAC is satisfied with services provided.

DISCUSSION

The TVTC's contract with Franklin Management will expire on June 30, 2018. The TVTC Finance Subcommittee recommends the TVTC extend the contract with Franklin Management until June 30, 2020, for an amount not to exceed five thousand dollars (\$5,000) annually, for a total of \$10,000.

RECOMMENDATION

1. ADOPT Resolution 2018-04 approving the Agreement with Franklin Management
2. Authorize the TVTC Chairperson to execute the Agreement on behalf of

ATTACHMENTS

1. Resolution 2018-04
Attachment 1: Professional Services Agreement
Exhibit A: Scope of Work and Compensation

**TRI-VALLEY TRANSPORTATION COUNCIL
RESOLUTION NO. 2018-04**

**A RESOLUTION APPROVING THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TRI-VALLEY TRANSPORTATION COUNCIL AND
FRANKLIN MANAGEMENT**

WHEREAS, in May 2016, the Tri-Valley Transportation Council (TVTC) and Franklin Management (Contractor) entered into that certain Professional Services Agreement (“Agreement”) whereby Contractor agreed to provide professional bookkeeping and accounting services to TVTC; and

WHEREAS, the Agreement provided that TVTC would pay Contractor a not to exceed amount of \$5,000 annually for bookkeeping and accounting services; and

WHEREAS, the initial term of the Agreement is set to expire on June 30, 2018; and

WHEREAS, Section 2 of the Agreement provides that TVTC has the option to request two one-year extensions; and

WHEREAS, TVTC and Contractor now desire to amend the Agreement to extend the expiration date.

NOW THEREFORE BE IT RESOLVED THAT TVTC:

1. Approves the form of THE PROFESSIONAL SERVICES AGREEMENT and authorizes TVTC Administrator to make any minor modifications subject to review and approval of the General Counsel that do not expand TVTC’s obligations thereunder, attached hereto and incorporated herein as Attachment 1; and
2. Authorizes the Chairperson to execute the Amendment on behalf of TVTC subject to review and approval as to form by the General Counsel.

PASSED, APPROVED AND ADOPTED at the meeting of April 16, 2018, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

Steven Spedowfski, Chair
Tri-Valley Transportation Council

ATTEST:

Debbie Bell, TVTC Administrative Staff

ATTACHMENT 1
PROFESSIONAL SERVICES AGREEMENT

**FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TRI-VALLEY TRANSPORTATION COUNCIL AND FRANKLIN
MANAGEMENT**

THIS FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT is made as _____ day of _____ 2018 by and between THE TRI-VALLEY TRANSPORTATION COUNCIL (“TVTC”), and FRANKLIN MANAGEMENT (“Contractor”), (sometimes referred together as the “Parties”) who agree as follows:

RECITALS

WHEREAS, on January 1, 2011, TVTC and Contractor entered into that certain Professional Services Agreement (“Agreement”) whereby Contractor agreed to provide professional bookkeeping and accounting 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 3 of the Agreement provides that TVTC will pay Contractor a sum not to exceed \$5,000 annually for the services contemplated by the Agreement; and

WHEREAS, the term of the Agreement is set to expire on June 30, 2018; and

WHEREAS, Section 2 of the Agreement provides that TVTC has the option to request two one-year extensions; and

WHEREAS, TVTC and Contractor now desire to amend the Agreement to extend the expiration date and to increase the amount of compensation to provide for continued bookkeeping and accounting services.

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 Contractor 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 2 of the Agreement. The June 30, 2018 end date for the term of the Agreement identified in Section 2 is hereby replaced with June 30, 2020.
3. Exhibit A. Billing rates outlined in Exhibit A to the Agreement are hereby replaced with a new Exhibit A, attached as Exhibit 2 to this Amendment.

All other terms, conditions and provisions in the Agreement remain in full force and effect. Page 11

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.

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 _____
Steve Spedowski, TVTC Chair

FRANKLIN MANAGEMENT, CONTRACTOR

DATED: _____ By _____
Jack Harrington, Principal

APPROVED AS TO FORM

DATED: _____ By _____
Steven Mattas, Legal Counsel
Meyers Nave

EXHIBIT 1
PROFESSIONAL SERVICES AGREEMENT

**TRI-VALLEY TRANSPORTATION COUNCIL
RESOLUTION NO. 2016-01**

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TRI VALLEY TRANSPORTATION COUNCIL (“TVTC”)
AND
Franklin Management Systems, Inc.
FOR
Bookkeeping and Accounting Services**

This is an agreement between the Tri-Valley Transportation Council, hereinafter referred to as “TVTC,” and Franklin Management Systems, Inc., hereinafter referred to as “CONTRACTOR,” for Bookkeeping and Accounting Services.

WHEREAS, the Tri-Valley Transportation Council and Franklin Management Systems, Inc. entered into a professional services agreement on December 13, 2010 with an effective date of January 1, 2011 and to be completed on January 30, 2012, for professional Bookkeeping and Accounting Services and total compensation in a sum not to exceed FIVE THOUSAND DOLLARS (\$5,000); and

WHEREAS, Amendment No. 1 to the agreement was approved on April 24, 2013, to extend the term of the Agreement to June 30, 2015; and

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

NOW, THEREFORE, TVTC and CONTRACTOR agree as follows:

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

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

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

parties. Execution of the Amendment by the TVTC shall constitute authorization to proceed with the work identified therein.

2. **Time of Performance.** CONTRACTOR'S performance shall begin on July 1, 2015 and be completed by June 30, 2018. CONTRACTOR may commence work as of the date authorized by the TVTC Technical Advisory Committee ("TAC") which date may be prior to execution of this Agreement. The parties may agree to two (2) one-year (1) extensions.

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

3. **Compensation.** TVTC agrees to pay CONTRACTOR at the rates set forth in Exhibit A, and incorporated herein, in a sum not to exceed FIVE THOUSAND DOLLARS (\$5,000) annually.

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

4. **Cooperation of TVTC.** TVTC shall make available to CONTRACTOR all financial records and related information necessary for performance of CONTRACTOR'S work under this Agreement.
5. **Independent Contractor.** CONTRACTOR is an independent CONTRACTOR and shall not for any purpose be deemed to be an employee, agent, or other representative of TVTC. Services called for herein shall be deemed to be unique. CONTRACTOR shall not assign, sublet, transfer, or otherwise substitute its interest in this Agreement, or any of its obligations hereunder, without the prior written consent of the TVTC.
6. **Proprietary or Confidential Information.** CONTRACTOR understands and agrees that, in the performance of the work under this Agreement or in contemplation thereof, CONTRACTOR may have access to private or confidential information owned or controlled by TVTC. Such information may contain proprietary or confidential details, the disclosure of which may be damaging to TVTC or to third parties.

CONTRACTOR agrees that all information disclosed to CONTRACTOR by TVTC shall be held in confidence and used only in performance of this Agreement. CONTRACTOR shall exercise the same standard of care to protect such information, as a reasonably prudent businessperson would use to protect its own proprietary or confidential information.

7. **Work Product.** The work product of CONTRACTOR in performing this Agreement shall become the property of TVTC. However, copies of such work product shall be

provided to TVTC not only as a hard copy but an electronic version recorded on CD utilizing Microsoft Word, Access or Excel.

8. **Final Work Product.** Final work products produced by CONTRACTOR in the form of computer files shall be delivered on a CD, in Microsoft Word, Access or Excel format. All hard copy (paper) reports shall be accompanied by associated digital files used to create them. All of CONTRACTOR'S work product under the Agreement shall be the property of the TVTC.
9. **Financial Records of Contractor.** CONTRACTOR shall maintain accounting records of funds received under this Agreement and full documentation of performance hereunder. CONTRACTOR shall permit TVTC to have access to those records for the purpose of making an audit, examination, or review of financial and performance information relating to this Agreement. CONTRACTOR shall maintain such records for a minimum of four (4) years following payment by TVTC for the last invoice for such services to be provided.
10. **Conflict of Interest.** No officer, member, 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. CONTRACTOR shall not serve on the TVTC Governing Council, committee, or hold any such position which either by rule, practice or action nominates, recommends, supervises CONTRACTOR'S operations, or authorizes funding to CONTRACTOR.
11. **Nondiscrimination.** CONTRACTOR represents that it does not and agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, age, sexual preference, national origin, disability or other condition protected by law.
12. **Indemnification.** CONTRACTOR shall indemnify, defend, and hold harmless the TVTC, its officers and employees, from and against any and all claims, demands, liability, costs, and expenses of whatever nature, including court costs and attorney fees, arising out of the performance of this Agreement, including any injury to or death of any person or persons or loss of or physical damage to any property resulting in any manner from the willful misconduct, negligent acts, errors or omissions, of CONTRACTOR, its subcontractors, agents, employee, licensees, or guests in the making or performance of this Agreement.

CONTRACTOR shall hold TVTC harmless and defend any suit or other proceedings brought by CONTRACTOR'S employees, contractors and/or agents, either against CONTRACTOR and/or TVTC, for compensation and/or other benefits claimed as "common law" or "implied by law" employees of TVTC.
13. **Insurance.** CONTRACTOR shall procure, prior to commencement of service, and keep in force for the term of this Agreement, the following policies of insurance, certificates, or binders as necessary to establish that the coverage described below is

in place with companies licensed to do business in California. If requested, CONTRACTOR shall provide TVTC with copies of all insurance policies. The insurance coverage shall include:

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

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

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

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

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

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

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

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

- D. Professional Liability Insurance. Professional liability (errors and omissions) insurance is required in the amount of one million dollars (\$1,000,000) per claim and in the aggregate for two (2) years beyond completion of this Agreement.
- 14. Additional Insurance Provisions.** The following additional provisions apply to the insurance coverage required as indicated in paragraph 15 above.
- A. Additional Insured. CONTRACTOR shall name TVTC, its Councilmembers, officers, agents, and employees as additional insured in the aforementioned Comprehensive Commercial General Liability and Automobile Liability policies. If CONTRACTOR submits the ACORD Insurance Certificate, the additional insured endorsements must be set forth on CH20 10 11 85 (or more recent) form and/or CA 20 48 form.
- B. Notice of Cancellation. The policies shall provide for thirty (30) days written notice to TVTC prior to cancellation, termination or material change in coverage.
- C. Certificate Holder. The certificate holder shall be the same person and have the address as indicated in Paragraph 19 (Notices) of this Agreement.
- D. Insurance Rating. Insurers shall have current A.M. Best's rating of not less than A:VII, shall be licensed to do business in the State of California, and shall be acceptable to TVTC.
- E. Replacement Coverage. In the event CONTRACTOR breaches any of the insurance provisions of this Agreement, TVTC shall have the option to obtain, at CONTRACTOR'S expense, the coverage required hereunder. The cost of obtaining and maintaining such coverage may be deducted from any sums otherwise payable to CONTRACTOR for services under this Agreement.
- F. Interpretation. All endorsements, certificates, forms, coverage and limits of liability referred to herein shall have the meaning given such terms by the Insurance Services Officer of the State of California as of the effective date of this Agreement.
- G. Proof of Insurance. CONTRACTOR will be required to provide proof of insurance coverage required hereunder prior to executing the Agreement. Additionally, if requested by TVTC, CONTRACTOR shall provide certified copies of the insurance policies. Any endorsements must be signed by a person authorized by the insurer to bind coverage on its behalf.
- 15. Termination on Notice.** TVTC may terminate this Agreement immediately for cause or without cause upon giving thirty (30) calendar days written notice to CONTRACTOR. In the event of termination without cause TVTC shall pay all charges outstanding and approved by TVTC at the time of termination within thirty (30) days following termination.

16. Suspension of Performance. For the convenience of TVTC or because of events beyond the control of TVTC, TVTC may give written notice to CONTRACTOR to suspend all work under this Agreement. If CONTRACTOR'S work is suspended for longer than a period of one hundred twenty (120) days, an adjustment to CONTRACTOR'S compensation may be made for increased costs, if any, and this Agreement shall be modified accordingly.

17. Notices. If either party shall desire or is required to give notice to the other such notice shall be given in writing, via facsimile and concurrently by prepaid U.S. certified or registered postage, addressed to recipient as follows:

To TVTC:
c/o Contra Costa County
Attn: Jamar Stamps
TVTC Administrative Staff
30 Muir Road
Martinez, CA 94553

To CONTRACTOR:
Jack Harrington, Principal
Franklin Management Systems, Inc.
3037 Hopyard Road, Suite M
Pleasanton, CA 94588

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

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

It shall be the responsibility of CONTRACTOR to coordinate and schedule the work to be performed so that commencement and completions take place in accordance with the provisions of the Agreement. Within thirty (30) days of completion CONTRACTOR shall submit to TVTC a final billing to include all costs, charges, and claims in connection with the completed work. TVTC shall not be required to pay for any work or claims not included on the aforementioned final billing.

19. Arbitration. The parties will make a good faith effort to settle any controversy, claim or dispute arising out of or relating to this Agreement within thirty (30) days. If the issue is not resolved within that time, it shall be resolved by the American Arbitration Association. Judgment upon arbitration hereunder may be joined or consolidated with any other arbitration matter between the parties as the interest of justice and judicial economy may dictate. The prevailing party in any arbitration hereunder shall be entitled to recover all arbitration and legal expenses incurred, except attorney fees.

20. Governing Law. This Agreement shall be governed by the laws of the State of California.

21. Entire Agreement of Parties. This Agreement supersedes any and all agreements, oral or written, between the parties with respect to the rendering of services by CONTRACTOR to TVTC and contains all of the representations, covenants and agreements between the parties as to the rendering of those services.

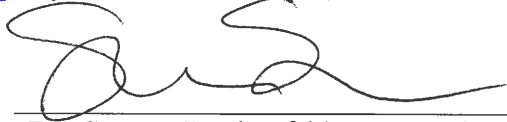
IN WITNESS WHEREOF the parties have executed this Agreement on the dates indicated below, the latest of which shall be deemed the effective date of this Agreement.

TRI-VALLEY TRANSPORTATION COUNCIL

DATED: 5/16/16

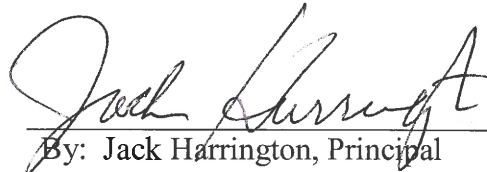

By: Candace Andersen, TVTC Chair

DATED: 5/16/16


By: Steven Spedowski, TVTC Vice-Chair

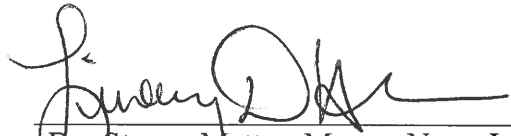
**Franklin Management Systems
CONTRACTOR**

DATED: 5/22/16


By: Jack Harrington, Principal

APPROVED AS TO FORM

DATED: 5/16/16


By: Steven Mattas, Meyers Nave, Legal Counsel
for Steve Mattas

2641858.1

EXHIBIT A

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)					
FRANKLIN MANAGEMENT					
Applicant Business Representative Name (if Contractor is applying)					
JACK HARRINGTON					
Applicant Address		City	State	ZIP Code	
3037 HOBARD RD, #M		PLEASANTON	CA	94588	
Phone	Fax	Mobile			
925-484-0620	925-484-0626	925-202-1473			
E-Mail Address					
JACK@FRANKLINMGMT.COM					

FORM B Price Summary

Annual Cost Estimate	3,000/ANN.	\$ 250/Month - BOOKKEEPING
Hourly Rate (Please specify if hourly rate varies depending on staff):		\$ 75/HR - ANNUAL BUDGET.



Franklin Management Systems, Inc.
Financial Consulting Services

Experience and Qualifications

Franklin Management has been providing outsourced accounting services to small businesses, start-ups and non-profits since 2003. We offer a full range of services including, but not limited to:

Bookkeeping
Payroll
Invoicing
Vendor Payments
Financial Statements
Budgets/Forecasts
CFO Services

We are Certified QuickBooks Pro Advisors and have extensive knowledge and experience in the software. We currently serve over 25 clients in the Bay Area providing a varied range of services. We have not provided services directly to a government agency but have provided services to non-profits that have reported to government agencies. Please see our website at www.franklinmgmt.com for additional information.

Jack Harrington, Principal
BSBA Northeastern University 1982
MBA Babson College 1990

Certified QuickBooks Pro Advisor
Over 25 years Accounting/Finance experience – See attached Bio for more details

Sandra Schott, Financial Consultant
BSBA California State University, East Bay 1989

Certified QuickBooks Pro Advisor
Over 10 years accounting experience





Franklin Management Systems, Inc.
Financial Consulting Services

Jack Harrington - Bio

Seasoned financial management professional with almost 30 years of accounting and tax experience gained through a progression of positions and opportunities.

Experience:

Franklin Management Systems 2003-Present

Principal of accounting and tax service that focuses on management advisory services and back office support serving start-ups, non-profits and small businesses. Services range from financial statement preparation through part-time CFO services on the accounting side to tax preparation and tax consultation on the tax side. Offices in the East Bay and Boston, MA.

Telesales/Cerida Andover, MA 1997-2003

Chief Financial Officer for sales and marketing service provider. Helped raise \$18.0 MM in venture funding. Company won an Inc 500 award in 2001. Located in

Danis Group Reading, MA 1995-1997

Director of Finance for multi-division manufacturing company

Zoll Medical Burlington, MA 1987-1995

Accounting Manager/assistant Treasurer for international medical device manufacturer. Began tenure with company when Zoll was a start-up. Company raised several rounds of venture financing and had a successful IPO.

Raytheon Corporation Cambridge, MA 1984-1987

Staff Accountant for a division of Raytheon that focused on engineering and petroleum consulting.

Fitzgerald Investment Trust Boston, MA 1982-1984

Assistant Controller for real estate firm.





Franklin Management Systems, Inc.
Financial Consulting Services

Education

BSBA Accounting Northeastern University Boston, MA 1982
MBA Babson College Wellesley, MA 1990

Memberships/Organizations

Pleasanton Cultural Arts Council Treasurer
Museum on Main Street Treasurer
Rotary Club of Pleasanton Past Treasurer
California Society of Enrolled Agents
Pleasanton National Little League Coach
Pleasanton Chamber of Commerce Member
Danville Area Chamber of Commerce Member





Franklin Management Systems, Inc.
Financial Consulting Services

References

Melony Newman, CEO
Danville Area Chamber of Commerce
925-837-4400
ceo@danvilleareachamber.com

Randy Collins, President
J&R Sports
925-443-9691
sales@jrguns.com

Tom Baines, President
Novon Company
925-417-0617



EXHIBIT 2

Updated EXHIBIT A — Billing Rates

PROPOSAL & STATEMENT OF WORK



Tri-Valley Transportation Council

February 21, 2018



February 21, 2018
Tri-Valley Transportation Council
Attn: Debbie Bell, Administrator
Livermore, CA

Dear Debbie,

Attached please find an updated proposal and statement of work for your consideration. We have enjoyed working with TVTC in the past and look forward to doing so in the future as well.

Sincerely,

Jack Harrington

Jack Harrington, Principal
Franklin Management Systems, Inc.



RECOMMENDED SERVICES & SCOPE OF WORK

Accounting/Bookkeeping

Franklin Management will maintain the financial books and records for TVTC. Functions to be covered include:

- Record and pay bills
- Record income from public agency fees and enter deposits
- Reconcile bank accounts monthly
- Prepare monthly financial statements
- Prepare year end reports and audit schedules
 - AB 1600 annual report
 - CPA audit review schedules
- Assist independent auditor on annual audit.
- Serve as financial advisor on call

Fee: \$60 per hour. Annual billing will not exceed \$5,000 without written permission from TVTC.

Item 5.1

TRI-VALLEY TRANSPORTATION COUNCIL

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

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

Scott Perkins
Councilmember
San Ramon
(925) 973-2530

Arun Goel
Councilmember
Dublin
(925) 833-6662

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 Finance Subcommittee (Finance Subcommittee)
TVTC Technical Advisory Committee (TAC)
Date: April 16, 2018
Subject: Tri-Valley Transportation Council Fiscal Year (FY) 2018/19
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 2018/19 Administrative Budget is \$161,000 (Exhibit A), and accounts for 2% of the anticipated \$7.92 million in FY 2018/19 TVTD Fees. The proposed Administrative Budget includes the following expenses:

Administrative Expenses (\$56,000)

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 (\$105,000)

1. Administrative Guidance for Development Fee
2. Begin Work on the Nexus Study and Strategic Expenditure Plan (full cost of effort approximately \$250,000 to be allocated over multiple fiscal years)

The TVTC Finance Subcommittee convened and reviewed the proposed FY 2018/19 Administrative Budget on March 20, 2018. The Finance Subcommittee recommends the TVTC Board approve the FY 2018/19 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 2016/17 (information for FY 2017/18 is not yet available):

Fiscal Year	Approved Budget	Actual Expenses	Anticipated 1% of the TVTDF	Actual 1% of the TVTDF
FY2016/17	\$56,500	\$49,090	\$130,000	\$110,471

TRI-VALLEY TRANSPORTATION COUNCIL

RECOMMENDATION

The TVTC Finance Subcommittee recommends the TVTC ADOPT Resolution 2018-05 and APPROVE the TVTC Fiscal Year 2018/19 Administrative Budget.

ATTACHMENTS:

1. Resolution 2018-05

Exhibit A: TVTC Fiscal Year 2018/19 Administrative Budget

**TRI-VALLEY TRANSPORTATION COUNCIL
RESOLUTION NO. 2018-05**

**A RESOLUTION ADOPTING THE TRI-VALLEY TRANSPORTATION COUNCIL
FISCAL YEAR 2018/2019 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 2018/2019 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 2018/2019 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 16, 2018, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

Steven Spedowski, Chair
Tri-Valley Transportation Council

ATTEST:

Debbie Bell, TVTC Administrative Staff

EXHIBIT A
Tri-Valley Transportation Council Fiscal Year 2018/2019 Administrative Budget

**Tri-Valley Transportation Council
FY2018/19 Administrative Budget**

	FY 2016/17 Expended	FY 2017/18 Budget	FY 2017/18 Remaining To Date	FY 2018/19 Budget	Difference from FY17/18 to 18/19
Expenses					
TVTC Administrator (a)	\$20,000	\$20,000	\$0	\$20,000	\$ -
Accounting Services (b)	\$4,410	\$5,000	\$1,475	\$5,000	\$ -
Audit Services (c)	\$7,000	\$4,000	\$0	\$4,000	\$ -
Legal Services (d)	\$8,503	\$14,000	\$5,753	\$14,000	\$ -
Treasurer Oversight (San Ramon) (e)	\$1,200	\$1,200	\$1,200	\$1,200	\$ -
Insurance (f)	\$3,001	\$5,500	\$3,493	\$6,000	\$ 500
Basecamp (San Ramon) (g)	\$312	\$300	\$108	\$300	\$ -
Banking/Service Charges (h)	\$215	\$500	\$500	\$500	\$ -
Website Annual Maintenance (i)	\$1,549	\$2,000	\$826	\$2,000	\$ -
Board Member Stipends	\$2,900	\$3,000	\$1,100	\$3,000	\$ -
Expenses Subtotal	\$49,090	\$55,500	\$14,455	\$56,000	\$ 500.00
Special Studies and Efforts (Non-Project Specific Admin Expenses)					
Administrative Guidance for Development Fee	\$ -	\$ -	\$ -	\$5,000	\$ 5,000
Nexus Study and Strategic Expenditure Plan (j)	\$ -	\$ -	\$ -	\$100,000	\$ 100,000
2017 Strategic Expenditure Plan Updated	\$23,995	\$ -	\$ -	\$ -	\$ -
Special Studies and Efforts Subtotal	\$23,995	\$ -	\$ -	\$105,000	\$ 105,000
GRAND TOTAL EXPENSES	\$73,085	\$55,500		\$161,000	\$105,500

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
- (j) Begin Work on the Nexus Study and Strategic Expenditure Plan
(full cost of effort approximately \$250,000 to be allocated over multiple fiscal years)

Item 5.2

TRI-VALLEY TRANSPORTATION COUNCIL

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

To: Tri-Valley Transportation Council (TVTC)
From: TVTC Finance Subcommittee (Finance Subcommittee)
 TVTC Technical Advisory Committee (TAC)

Date: April 16, 2018

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

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.

Scott Perkins
Councilmember
 San Ramon
 (925) 973-2530

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 2017 ENR CCI for the San Francisco Bay Area is **+3.5%**.

Arun Goel
Councilmember
 Dublin
 (925) 833-6662

Karen Stepper
Councilmember
 Danville
 (925) 275-2412

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, 2018:**

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

Single Family Residential	\$4,613.65/Dwelling Unit (DU)
Multi-Family Residential	\$3,178.06/DU
Office	\$7.84/sq. ft. Gross Floor Area
Retail*	\$3.41/sq. ft. Gross Floor Area
Industrial	\$4.57/sq. ft. Gross Floor Area
Other	\$5,126.36/average am/pm peak hour trip

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

TVTDF Historical Fee Rates

	2016	2017	2018
Single Family Residential (per DU)	\$4,283.30	\$4,457.63	\$4,613.65
Multi-Family Residential (per DU)	\$2,950.50	\$3,070.59	\$3,178.06
Office (per SF Gross Floor Area)	\$7.28	\$7.58	\$7.84
Retail (per SF Gross Floor Area)*	\$3.41	\$3.41	\$3.41
Industrial (per SF Gross Floor Area)	\$4.24	\$4.41	\$4.57
Other (average am/pm peak hour trip)	\$4,759.30	\$4,953.00	\$5,126.36

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

Item 5.3

TRI-VALLEY TRANSPORTATION COUNCIL

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

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

Scott Perkins
Councilmember
San Ramon
(925) 973-2530

Arun Goel
Councilmember
Dublin
(925) 833-6662

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 Technical Advisory Committee (TAC)

Date: April 16, 2018

Subject: Rotation of TVTC Chair, Vice-Chair, and Administrator for Fiscal Year (FY) 2018/19 and FY 2019/20 and authorization to rotate LAIF successors

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 2018/19 Chair highlighted:

Chair	Vice Chair	Start Date July 1
Alameda County	Contra Costa County	2012
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

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.

While 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.

Additionally, the TVTC's LAIF authorizing resolution does not reflect the biennial rotation of officers and administrator and therefore addition

TRI-VALLEY TRANSPORTATION COUNCIL

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, 2018 is the conclusion of the two-year term for the City of Livermore as the Chair and the City of Pleasanton as the Vice Chair. In accordance with the TVTC rotation schedule as shown above, starting on July 1, 2018, the City of Pleasanton will become the Chair and the City of San Ramon will become the Vice Chair.

On July 1, 2018, the City of Livermore 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 2018/19 through FY2019/20 Administrator is the City of Pleasanton.

RECOMMENDED ACTIONS

Staff recommends the TVTC take the following actions:

1. Adopt **Resolution 2018-06** to do the following:
 1. Confirm the rotation of the TVTC Chair to the City of Pleasanton;
 2. Confirm the rotation of the TVTC Vice Chair to the City of San Ramon; and
 3. Appoint the City of Pleasanton as the TVTC Administrator
2. Adopt **Resolution 2018-07** 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. 2018-06**

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

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.

WHEREAS, July 1, 2018 concludes the two-year term for the City of Livermore as the Chair, the City of Pleasanton as the Vice Chair, and the City of Livermore as the Administrator.

WHEREAS, the TVTC desires to appoint the City of Pleasanton as the Administrator to coincide with the City of Pleasanton's term as 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 Pleasanton;

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

PASSED, APPROVED AND ADOPTED at the meeting of April 16, 2018 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

Steven Spedowski, Chair
Tri-Valley Transportation Council

ATTEST:

Debbie Bell, TVTC Administrative Staff

**TRI-VALLEY TRANSPORTATION COUNCIL
RESOLUTION NO. 2018-07**

**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 – Arne Olson

(TVTC TITLE - NAME, SIGNATURE)

TVTC Vice Chair - Scott Perkins

(TVTC TITLE - NAME, SIGNATURE)

TVTC Administrator – Cedric Novenario

(TVTC TITLE - NAME, SIGNATURE)

TVTC Treasurer – Lisa Bobadilla

(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 16, 2018 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

Steven Spedowski, Chair
Tri-Valley Transportation Council

ATTEST:

Debbie Bell, TVTC Administrative Staff