

**TRI-VALLEY TRANSPORTATION COUNCIL
RESOLUTION NO. 2026-07**

**A RESOLUTION OF THE TRI-VALLEY TRANSPORTATION COUNCIL APPROVING
THE SECOND AMENDMENT TO THE LEGAL SERVICES RETAINER AGREEMENT
BETWEEN THE TRI-VALLEY TRANSPORTATION COUNCIL AND REDWOOD
PUBLIC LAW, LLP**

WHEREAS, on July 1, 2024, TVTC and Attorneys entered into that certain Legal Services Retainer 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 and as amended by Amendment 1 entered into on April 15, 2024, which effectuated the assignment of the Agreement to Redwood Public Law, LLP (together as amended "Agreement").

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 the first one-year extension administratively until June 30, 2027; and;

WHEREAS, Section 3 of the Agreement provides that TVTC will pay Attorneys a "Not to Exceed" Amount of Forty Thousand dollars (\$40,000) for the services contemplated by the Agreement in the initial term, which is limited to annual not to exceed amounts of Twenty Thousand dollars (\$20,000); and

WHEREAS, TVTC and Attorneys now desire to amend the Agreement to increase the Not to Exceed Amount under the Agreement by \$17,500 to pay for services during the first extension term.

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

PASSED, APPROVED, AND ADOPTED at the meeting of July 20, 2026 by the following votes:

AYES: Haubert, Andersen, Wang, Testa, Rubio, Josey

NOES: None

ABSENT: Morgan

ABSTAIN: None

Signed by:



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David Haubert, Chair
Tri-Valley Transportation Council

ATTEST:

Signed by:



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Maritoni Maravilla, TVTC Administrative Staff

ATTACHMENT 1

SECOND AMENDMENT TO LEGAL SERVICES RETAINER AGREEMENT

**SECOND AMENDMENT TO THE LEGAL SERVICES RETAINER AGREEMENT
BETWEEN THE TRI-VALLEY TRANSPORTATION COUNCIL AND REDWOOD
PUBLIC LAW, LLP**

THIS SECOND AMENDMENT TO THE LEGAL SERVICES RETAINER AGREEMENT is made as 20th day of July, 2026 by and between THE TRI-VALLEY TRANSPORTATION COUNCIL ("TVTC"), and REDWOOD PUBLIC LAW, LLP ("Attorneys"), (sometimes referred together as the "Parties") who agree as follows:

RECITALS

WHEREAS, on July 1, 2024, TVTC and Attorneys entered into that certain Legal Services Retainer 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 and as amended by Amendment 1 entered into on April 15, 2024, which effectuated the assignment of the Agreement to Redwood Public Law, LLP (together as amended "Agreement").

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

WHEREAS, Section 3 of the Agreement provides that TVTC will pay Attorneys a "Not to Exceed" Amount of Forty Thousand dollars (\$40,000) for the services contemplated by the Agreement in the initial term, which is limited to annual not to exceed amounts of Twenty Thousand dollars (\$20,000); and

WHEREAS, TVTC and Attorneys now desire to amend the Agreement to increase the Not to Exceed Amount under the Agreement by \$17,500 to pay for services during the first 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 \$17,500 to fund the first extension term.

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.

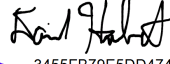
[SIGNATURES ON THE FOLLOWING PAGE]

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: 8/25/2026 | 5:58 AM PDT

Signed by:

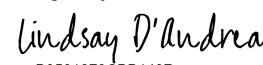

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By: David Haubert, TVTC Chair

REDWOOD PUBLIC LAW, LLP

DATED: 8/13/2026 | 3:45 PM PDT

Signed by:

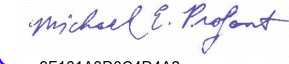

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By: Lindsay D'Andrea, Legal Counsel

APPROVED AS TO FORM

DATED: 8/13/2026 | 2:09 PM PDT

Signed by:


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By: Michael E. Profant, Deputy County Counsel