

AGENDA: March 7, 2024

TO: Regional Transportation Commission (RTC)
FROM: Mitch Weiss, Interim Executive Director
RE: Agreement with Redwood Public Law, LLP and Amendment to Agreement with Meyers Nave, PLC for Legal Services

RECOMMENDATIONS

The Interim Executive Director recommends that the Santa Cruz County Regional Transportation Commission (RTC) adopt the attached resolution ([Attachment 1](#)) authorizing the Interim Executive Director to enter into an agreement with Redwood Public Law, LLP for general counsel legal services and extend the agreement with Meyers Nave, PLC for litigation and labor relations legal services.

BACKGROUND

Steve Mattas and the team of attorneys that work with him have provided general and special counsel services to the Santa Cruz County Regional Transportation Commission (RTC) since August 1, 2019. Mr. Mattas and Meyers Nave have recently advised RTC that Mr. Mattas and the team of attorneys that work with him are departing Meyers Nave, PLC and will be joining Redwood Public Law, LLP ("Redwood") effective March 15, 2024. Redwood is a law firm that is focused on the representation of public agencies and includes lawyers who specialize in public agency law, transportation agency law, and general counsel services.

DISCUSSION

The legal services provided to RTC under the current agreement with Meyers Nave include general and special counsel services that are provided primarily by the attorneys who will be joining Redwood Public Law, and litigation and labor relations by attorneys who will remain at Meyers Nave. The specific matters handled by the attorneys who will remain at Meyers Nave include labor relations services related to the current meet and confer process, litigation services related to the Kajihara matter, the quiet title action, and completion of the Segment 5 property acquisition matters.

Staff are proposing that an agreement with Redwood Public Law, LLP be approved for a term through June 30, 2025, to allow Mr. Mattas and his team to continue to provide the general and special counsel services they currently provide. This will provide for a continuity of legal services during the time that RTC is recruiting a permanent Executive Director. Redwood Public Law has agreed to maintain the

same hourly rates they currently have through the fiscal year 2024-25. Prior to the end of the proposed contract with Redwood, the RTC can decide whether to issue a request for proposals (RFP) for legal services or further extend the contract with Redwood.

In addition, staff recommends that the Commission authorize the Interim Executive Director to approve a one-year extension of the Meyers Nave agreement so that the current litigation and labor relations services provided by Meyers Nave attorneys will continue to be provided through the end of current matters.

The proposed agreement with Redwood includes the same terms as the current agreement that RTC has with Meyers Nave for general and special counsel services and continues to provide for Mr. Mattas to serve as RTC General Counsel. The proposed agreement would be effective as of March 15, 2024. There is no additional financial impact associated with the transfer of the legal services contract to Redwood as the proposed contract with Redwood has the same terms as the current contract with Meyers Nave.

Staff recommends that the RTC approve the legal services agreement with Redwood, that the RTC authorize the Executive Director to approve a one-year extension of the legal services agreement with Meyers Nave, PLC for litigation and labor relations services, and that the Commission authorize Interim Executive Director to sign the agreement with Redwood Public Law, LLP and the extension agreement with Meyers Nave, PLC on behalf of RTC.

FISCAL IMPACT

The RTC FY 2023-24 budget includes funds for legal services under administration, planning and specific projects and programs. There are funds available in the RTC budget under specific projects and programs to add to the legal services lines accordingly for specific projects and programs. For general counsel services under administration and planning, funds are available in RTC reserves to cover the added cost of legal services.

SUMMARY

Steve Mattas and the team of lawyers at Meyers Nave who have been providing legal services to the RTC are leaving Meyers Nave and joining Redwood Public Law. Staff recommends that the RTC enter into an agreement with Redwood Public Law for general counsel and special legal services and extend the agreement with Meyers Nave for litigation and labor relations legal services.

Attachments:

1. Resolution for Legal Services by Redwood Public Law and Meyers Nave
2. Agreement with Redwood Public Law
3. Amendment for Agreement with Meyers Nave

RESOLUTION NO. _____

Adopted by the Santa Cruz County Regional Transportation Commission
on the date of **March 7, 2024**
on the motion of Commissioner _____
duly seconded by Commissioner _____

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXTEND THE AGREEMENT WITH THE FIRM MEYERS NAVE, PLC AND ENTER INTO AN AGREEMENT WITH THE FIRM REDWOOD PUBLIC LAW, LLP FOR LEGAL SERVICES

WHEREAS, after an open procurement process, in August 2019, the Santa Cruz County Regional Transportation Commission (RTC) entered into an agreement with the firm Meyers Nave, PLC for legal services; and

WHEREAS the RTC was recently notified that the team of attorneys who provide general counsel and special counsel services for the RTC will be leaving Meyers Nave and joining the firm Redwood Public Law; and

THEREFORE, BE IT RESOLVED BY THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION:

1. The Executive Director is authorized to enter into an agreement with Redwood Public Law, LLP for general and special counsel services for the period of March 15, 2024 to June 30, 2025 for an amount not to exceed \$300,000; and
2. The Executive Director is authorized to extend the agreement with Meyers Nave, PLC for litigation and labor relations legal services to June 30, 2025 and add \$200,000 to the total contract amount; and
3. The RTC budget is amended accordingly to reflect the additional budget for the new legal services contract and the extended legal services contract specified above.

AYES: COMMISSIONERS

NOES: COMMISSIONERS

ABSTAIN: COMMISSIONERS

Kristen Brown, Chair

ATTEST:

Mitch Weiss, Secretary

Distribution: RTC Fiscal, Contracts

Contract No. TP2192

INDEPENDENT CONTRACTOR AGREEMENT BETWEEN SANTA CRUZ REGIONAL TRANSPORTATION COMMISSION AND REDWOOD PUBLIC LAW, LLP.

THIS CONTRACT is entered into this ____ day of _____, 2024, by and between the SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION, hereinafter called COMMISSION, and REDWOOD PUBLIC LAW, LLP, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to provide general counsel and special counsel legal services for the Commission as specified in Exhibit "A": Scope of Work, which by this reference is incorporated herein.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COMMISSION agrees to pay CONTRACTOR as follows:

- a. Total payment for the term is presently estimated as not to exceed \$300,000 for time and materials at the rates and conditions set forth in Exhibit "B": Fee Schedule, which by this reference is incorporated herein. Fees for professional services and reimbursable expenses will be billed no less than monthly and processed for payment upon approval of the project manager.

3. TERM. The term of this contract shall be March 15, 2024, through June 30, 2025.

4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving thirty (30) days written notice to the other party.

5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.

CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COMMISSION (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

- A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COMMISSION may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the

CONTRACTOR'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COMMISSION. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

6. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COMMISSION and any insurance or self-insurance maintained by COMMISSION shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COMMISSION both initial here ____ / ____

A. Types of Insurance and Minimum Limits

(1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here _____.

(2) Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONTRACTOR'S employees), leased or hired vehicles, in the minimum amount of \$1,000,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by the CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and COMMISSION both certify to this fact by initialing here ____ / ____.

(3) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit,

including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of \$2,000,000_____ combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COMMISSION ___ / ____.

B. Other Insurance Provisions

(1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

(2) All required Automobile, Comprehensive or Commercial General Liability or Excess Liability Insurance shall be endorsed to contain the following clause:

"Santa Cruz County Regional Transportation Commission, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the Commission."

(3) All required insurance policies shall be endorsed to contain the following clause:

"This insurance shall not be canceled until after thirty (30) days prior written notice has been given to:

**Santa Cruz County Regional
Transportation Commission
Attn: Yesenia Parra
1101 Pacific Avenue, Suite 250
Santa Cruz, CA 95060**

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COMMISSION on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to:

**Santa Cruz County Regional
Transportation Commission
Attn: Yesenia Parra
1101 Pacific Avenue, Suite 250
Santa Cruz, CA 95060**

7. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion or creed, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, citizenship, genetic information or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employees fifteen (15) or more employees, the following requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race or creed, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, citizenship, genetic information or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR'S solicitation of goods and services.

Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COMMISSION.

(3) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

8. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COMMISSION have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COMMISSION. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COMMISSION agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than COMMISSION has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COMMISSION may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COMMISSION supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COMMISSION; (i) CONTRACTOR and COMMISSION believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COMMISSION conducts public business.

It is recognized that it is not necessary that all secondary factors support the creation of an independent contractor relationship, but rather that overall, there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

9. NONASSIGNMENT. CONTRACTOR shall not assign the Agreement without the prior written consent of the COMMISSION.

10. ACKNOWLEDGMENT. CONTRACTOR shall acknowledge in all reports and literature that the material is prepared for and on behalf of the COMMISSION.

11. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COMMISSION, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the COMMISSION. Auditor-Controller, the Auditor General of the State of California, or the designee of for a period of five (5) years after final payment under this Agreement.

12. ATTACHMENTS. This Agreement includes the following attachments that are incorporated into and made a part of this Agreement by this reference:

Exhibit "A": Scope of Work

Exhibit "B": Project and Fee Schedule

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

CONTRACTOR

**SANTA CRUZ COUNTY REGIONAL
TRANSPORTATION COMMISSION**

By: _____
Steven Mattas, Partner
Redwood Public Law, LLP
66 Franklin Street, Suite 300
Oakland, CA 94607

By: _____
Mitch Weiss,
Interim Executive Dir.

DATE: _____

DATE: _____

APPROVED AS TO INSURANCE:

Administrative Services Officer

DATE: _____

APPROVED AS TO FORM:

Legal Counsel

DATE: _____

DISTRIBUTION:

- *Contracts & Project Manager*
- *Contractor*

Exhibit A – Scope of Services

- 1.1 General Legal Services: Steve Mattas shall serve as General Counsel for the Commission, Lindsay D’Andrea, Claire Lai, Alexandra Wolf and Schuyler Schwartz, (hereinafter referred to as the General Counsel Team) shall also provide services to the COMMISSION as directed by the General Counsel.

Additional attorneys of CONTRACTOR (hereinafter referred to as the Special Counsel) may also be assigned by the General Counsel to assist the COMMISSION with Special Legal Services as defined below in Section 1.3.

- 1.2. The services provided by the General Counsel Team will include but are not limited to the following:

- a) Act as legal counsel to the COMMISSION Board
- b) Assist the COMMISSION in any matters pertaining to the Executive Director contract;
- c) Advise staff to assure that matters considered and acted upon by the COMMISSION Board are consistent with state, federal and local laws, rules, regulations and statutes
- d) Ensure that the COMMISSION operates within the requirements of the Ralph M. Brown Act.
- e) Provide general advice to the COMMISSION and staff on potential conflicts of interest issues;
- f) Review and offer legal counsel to the COMMISSION and/or Executive Director or other authorized staff on the RTC Board meeting and committee meeting agendas prior to and after posting as needed;
- g) Prepare for and attend regular monthly and special meetings of the COMMISSION, including, as requested by the COMMISSION Board, the Chairperson or Executive Director, standing committee meetings and ad hoc committee meetings;
- h) Review and edit RTC Board meeting minutes as needed;
- i) Prepare for review and/or adoption legal opinions, contracts, memoranda, resolutions, minute orders for closed sessions, ordinances, by-laws, rules and regulations, legal correspondence, and policies, as requested by the COMMISSION, the Executive Director, or authorized COMMISSION staff;
- j) Maintain knowledge of issues facing the COMMISSION and be prepared to offer legal advice and counsel to the Executive Director and the management staff regarding various aspects of operating a transportation planning and transportation project delivery agency,

and issues relating to property owned by the COMMISSION, including branch line rail facilities;

- k) Be available by phone or virtual meeting to participate from time-to-time in management staff discussions on specific subject matter;
- i) Assist the COMMISSION and staff regarding legal issues associated with state and federal grants, the grant process, grant agreements and grant compliance;
- l) Provide day-to-day legal counsel as needed relative to contract and non-represented employees on labor and employment matters, including labor law, labor conflicts and disputes;
- m) Supervise, via the General Counsel, all counsel retained by the COMMISSION;
- n) Advise the COMMISSION on applicable State of California laws, regulations, codes and policies governing the ownership and operation of a public transportation planning and project delivery agency, including but not limited to the Government Code, Public Utilities Code, Public Contract Code and the Mills-Alquist-Debbelh Act, known as the Transportation Development Act of 1971;
- o) Advise the Commission on laws and regulations governing federal transportation agreements, the Infrastructure Investment and Jobs Act, the Fixing America's Surface Transportation Act (FAST Act); the Moving Ahead for Progress in the 21st Century Act (MAP-21); and the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), as amended by the SAFETEA-LU Technical Corrections Act of 2008, or other Federal laws affecting transportation responsibilities under the purview of the RTC;
- p) Approve as to form Commission contracts amendments, in coordination with the authorized COMMISSION staff, to ensure full compliance with federal, state and local requirements. COMMISSION's rules and regulations, policies, and the related procedures concerning procurement, equal employment opportunity, disadvantaged business enterprise, civil rights, and Americans with Disabilities Act, to ensure compliance with state, federal and local laws, rules, statutes and regulations.

1.3 Special Legal Services

In addition to the services described in 1.1, the Commission or its Executive Director may request, and CONTRACTOR will provide the following Special Services:

- a) Provide specialized on-site training sessions of the management team in focus areas such as the Skelly process, progressive discipline, Weingarten rights, labor relations, meet and confer,

- federal and state rules and regulations, and other topics based on need;
- b) Represent the COMMISSION in mediation, arbitration or litigation;
 - c) Assist and represent the COMMISSION with claims as necessary;
 - d) Provide legal counsel on land purchases and transfers, condemnation/ eminent domain related matters, project construction and environmental issues, including CEQA and NEPA. These services include advice and mediation, arbitration and litigation on California real estate and environmental laws and regulations applicable to a transportation planning and project delivery agency, principally to include real estate acquisition, divestiture, land use, zoning and permitting as well as environmental quality control measures under the National Environmental Policy Act and the California Environmental Quality Act (NEPA and CEQA), the Uniform Relocation Assistance and Real Property Acquisition Policies Act, the real property acquisition process for public entities, including 21-28 condemnation/ eminent domain, and any other state and federal requirements imposed on agencies using local, state and federal funds. Real property ownership and management requirements for a public agency, particularly the ownership and management of operating railroad rights-of way with freight service under the jurisdiction of the Surface Transportation Board;
 - e) Represent the RTC in contested labor matters, including grievance, fact-finding and impasse procedures;
 - f) Assist with meet and confer related to collective bargaining agreements;
 - g) Appear for and represent the RTC, its officers and employees at hearings and meetings before state, federal, and local agencies;
 - h) Represent the COMMISSION in the any public works contract bid protest proceedings or public contracts arbitration, mediation or litigation;
 - i) Advise the COMMISSION in areas of constitutional law matters including, but not limited to, civil rights, discrimination, due process, First Amendment, rights of privacy, the taking clause and seniority systems/gender classification; and
 - j) Assist, advise and/or represent the RTC with other legal matters as may be requested by the COMMISSION, Chairperson or Executive Director.

Exhibit B – Fee Schedule

Category of Service	Fees for FY 2023-24 and 2024-25.
Board Meeting Attendance	\$1,182 fixed fee per meeting No charge for travel
General Services	Hourly Rates Partner \$478/hour Of Counsel \$366/hour Associate \$332/hour Paralegal \$186/hour
Special Services	Attorneys \$332 to \$478 per hour Paralegals \$186/hour
Additional charges	Photocopying, postage, and third-party expenses, such as expert witness fees, deposition and court reporter fees, and electronic legal research

AMENDMENT 2

TO AGREEMENT NO. TP2046-01 BETWEEN Meyers Nave, PLC AND THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION

Effective _____, the parties hereto agree to amend that certain agreement dated August 1, 2019, and amended December 7, 2021, by and between the SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION hereinafter called COMMISSION, and Meyers Nave, PLC hereinafter called CONTRACTOR, as follows:

Section 2. Compensation: Payment amount shall be increased by \$200,000 for a total contract amount not to exceed \$1,895,000.

Section 3. Term: The term of this contract shall be extended through June 30, 2025.

All other provisions of said Agreement shall remain the same.

SIGNATURES

1. CONTRACTOR:

By _____
David Skinner
Chief Executive Officer

Date _____

Meyers Nave
1999 Harrison Street, 9th Floor
Oakland CA 94612
(510) 808-2000

**2. SANTA CRUZ COUNTY REGIONAL
TRANSPORTATION COMMISSION:**

By _____
Mitch Weiss
Interim Executive Director

Date _____

1101 Pacific Avenue, Suite 250
Santa Cruz, CA 95060
(831) 460-3200
info@sccrtc.org

3. APPROVED AS TO INSURANCE:

By _____
Yesenia Parra
RTC Administrative Services Officer

Date _____

Distribution: RTC Contract Manager, RTC Contracts, CONTRACTOR