



**CONTRACT 23006-S  
FOR  
GENERAL COUNSEL AND LEGAL SERVICES**

This CONTRACT (Contract) is made and entered into as of **November 1, 2022**, by and between the **SAN JOAQUIN REGIONAL TRANSIT DISTRICT (RTD)**, a public transit district, and **HANSON BRIDGETT, LLP (Contractor)**, a California Limited Liability Partnership, (collectively referred to as "the Parties").

WHEREAS, RTD issued a Request for Proposals (RFP) 23006-S for General Counsel and Legal Services, dated July 8, 2022; and

WHEREAS, Contractor was awarded a contract pursuant to the RFP; and

WHEREAS, Contractor possesses the necessary skills and knowledge to perform the work.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

**1. CONTRACT DOCUMENTS**

This Contract consists of the documents listed below, which are attached to and incorporated into this Contract:

- A. This Contract
- B. Exhibit A: Scope of Services
- C. Exhibit B: Compensation, Invoicing and Payment
- D. Exhibit C: Contractor's Proposal dated August 10, 2022, as accepted by RTD (including negotiated Price Proposal dated September 21, 2022)
- E. Exhibit D: Insurance Requirements

In the event of a conflict between or among the terms of the Contract documents, the order of precedence will be the order of documents listed above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence.

**2. SCOPE OF SERVICES**

Contractor will provide the services set forth in **Exhibit A**, as supplemented by **Exhibit C**, (Services) in accordance with the terms and conditions of this Contract.

Contractor is responsible for performing all work necessary to complete, in a manner satisfactory to RTD, the work described in this Contract, and in properly approved amendments to this Contract. In the performance of its work, Contractor represents that it (1) has and will exercise the degree of professional care, skill, efficiency, and judgment of contractors with special expertise in providing general counsel and legal services; (2) carries all applicable licenses, certificates, and registrations in current and good standing that may be required to perform the work; and (3) will retain all such



licenses, certificates, and registrations in active status throughout the duration of this engagement.

3. **CONTRACT TERM; TIME FOR PERFORMANCE**

The term of this Contract will be for seven (7) years commencing on **November 1, 2022** and ending on **October 31, 2029** unless terminated earlier by RTD. Contractor will furnish RTD with all the materials, equipment and services called for under this Contract, and perform all other work, if any, described in the solicitation documents.

RTD reserves the right, in its sole discretion, to exercise up to three (3) one-year option terms to extend the Contract, pursuant to the terms of this Contract. If RTD determines to exercise the option terms, RTD will give Contractor at least thirty (30) days' written notice of its determination or exercise the option term(s) through a contract amendment.

Contractor will commence performance of this Contract immediately following receipt of a Notice to Proceed from RTD. In the event that **Exhibit A** includes more than one project or phase, RTD will issue a separate Notice to Proceed with respect to each project or phase. Contractor may not commence performance of any project or phase of this Contract until it receives a duly executed Notice to Proceed from RTD.

4. **REPRESENTATIVES.**

A. Contractor's Representative

At all times during the Contract term, **Julie A. Sherman, Partner**, will serve as Contractor's primary staff person to undertake, render, and oversee the Services. Upon written notice by Contractor and approval by RTD, which will not be unreasonably withheld, Contractor may substitute this person with another person, who will possess similar qualifications and experience for this position.

B. Key Personnel

Certain skilled and experienced personnel are essential for the successful accomplishment of the Services to be performed under this Contract. These personnel are defined as "Key Personnel" and are those persons listed in **Exhibit C**. Contractor agrees that such personnel shall not be removed or replaced from the Contract work without a written approval from RTD.

C. RTD's Representative

Except when approval or other action is required to be given or taken by the RTD Board of Directors, RTD's Chief Executive Officer, or such person(s) as they will designate in writing from time to time, will represent and act for RTD.



5. **COMPENSATION, INVOICING and PAYMENT**

Contractor will be paid for satisfactory performance of the Services in accordance with **Exhibit B**.

6. **NOTICES**

- A. All communications relating to the day-to-day performance of the Services will be exchanged between RTD's **Alex Clifford, CEO**, at [aclifford@sjrtd.com](mailto:aclifford@sjrtd.com) or designee, and Contractor's **Julie A. Sherman, Partner**, at [jsherman@hansonbridgett.com](mailto:jsherman@hansonbridgett.com).
- B. Notice informing Contractor of RTD's decision to exercise discretionary Contract options will be exchanged between the names set forth above.
- C. All other notices and communications deemed by either party to be necessary or desirable to be given to the other party must be in writing and must be given by personal delivery to a party's authorized representative, by email at the addresses as part of the signature lines at the end of the Contract, or certified mail, postage prepaid, delivered to the addresses following the signature lines at the end of the Contract.

7. **OWNERSHIP OF WORK**

All reports, designs, drawings, plans, specifications, schedules, and other materials prepared, or in the process of being prepared by Contractor in the performance of the Services will be and are the property of RTD ("Work Product"). RTD will be entitled to copies and access to Work Product during the progress of the work. Any Work Product remaining in Contractor's, or its subcontractor's, possession upon completion or termination of the Contract will be immediately delivered to RTD. If any Work Product is lost, damaged, or destroyed before final delivery to RTD, Contractor will replace them at its own expense. Contractor assumes all risks of loss, damage, or destruction of or to Work Product. Contractor may retain a copy of its Work Product for its use in its general business activities.

Any and all rights, title, and interest (including without limitation copyright and any other intellectual-property or proprietary right) to Work Product are hereby assigned to RTD. Contractor agrees to execute any additional documents that may be necessary to evidence such assignment. Contractor represents and warrants that all Work Product is original or developed from materials in the public domain (or both) and that no Work Product infringes or violates any copyright, trademark, patent, trade secret, or other intellectual-property or proprietary right of any third party.

8. **USE OF SUBCONTRACTORS**

Contractor may not subcontract any part of the Services without the express prior approval of RTD.



## 9. **CHANGES**

RTD may at any time, by written order, make changes to Services. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed by the parties will be made in the limit on compensation as set forth in **Section 5: Compensation, Invoicing, and Payments** and **Exhibit B** or in the time of required performance as set forth in **Section 3 Contract Terms; Time for Performance**, or both. In the event that Contractor encounters any unanticipated conditions or contingencies that may affect the Services and result in an adjustment in the amount of compensation and/or time specified herein, or identifies any RTD conduct (including actions, inaction, and written or oral communications other than a formal Contract modification) that Contractor regards as a change to the Contract terms and conditions, Contractor must advise RTD immediately upon notice of such condition or contingency. The written notice must explain the circumstances giving rise to the unforeseen condition or contingency and state the proposed adjustment in compensation and/or time. This notice must be given to RTD prior to the time that Contractor performs work related to the proposed adjustment in compensation and/or time. The pertinent changes will be expressed in a written supplement to this Contract issued by RTD prior to implementation of such changes. Failure to provide written notice and receive RTD approval for extra work prior to performing extra work may, at RTD's sole discretion, result in nonpayment of the invoices reflecting such extra work.

## 10. **INSURANCE REQUIREMENTS**

Without limiting any other obligation or liability under this Contract, Contractor and its subcontractors, at its sole cost and expense, must secure and keep in force the insurance coverage, limits, and endorsements indicated in **Exhibit D** during the entire term of the Contract or longer, as may be required.

## 11. **CONFIDENTIALITY**

Contractor may have access to certain proprietary or confidential information (Confidential Information) including, but not limited to, designs, processes, inventions, methods, business strategies, plans, and operations. All of the Confidential Information will remain the sole property of RTD and will not be used or duplicated by Contractor except in connection with the Services to be performed by Contractor under this Contract. Contractor will keep the Confidential Information in the strictest confidence and will not disclose it by any means to any third party, except with RTD's prior written approval, and only to the extent necessary to perform the Services. Contractor may disclose the Confidential Information to its employees or Contract personnel only to the extent necessary to perform the Services and only after they have agreed in writing to the provisions of this section.

Contractor, its employees, subcontractors, subconsultants and agents, will not release any reports, information, or other materials prepared in connection with this Contract, whether deemed confidential or not, without the approval of RTD's CEO or designee.



Upon termination of this Contract, Contractor will return to RTD all of the Confidential Information in Contractor's possession, including computer files, written documents and notes, and will cease to make any further use of it. Contractor's obligations under this section will remain in effect during the term of this Contract and will continue after its termination.

12. **RESPONSIBILITY; INDEMNIFICATION.**

- A. Contractor will be responsible for the work performed under the terms of this Contract to the extent provided by law. RTD will not be held liable or responsible for the maintenance and/or safety of Contractor's equipment or supplies placed upon RTD's property in accordance with this Contract. Contractor acknowledges that it assumes full responsibility for any loss or damage to its equipment and supplies.
- B. Contractor will defend, indemnify and hold harmless RTD and its directors, officers, agents and employees against any and all claims, losses, suits, demands, and liens including attorneys' fees and costs, brought against RTD, its directors, officers, agents or employees, arising out of any of the following: (i) Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from a negligent act or omission or willful misconduct by Contractor or its employees, subcontractors, consultants, subconsultants or agents in the performance of this Contract; or (ii) Any allegation that materials or services provided by Contractor under this Contract infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.
- C. Contractor will defend or settle, at Contractor's own expense, any action, claim or suit against RTD for which it is responsible hereunder, and pay all charges of attorneys and all other costs and expenses of defense as they are incurred. If any judgment is rendered against RTD or its directors, officers, agents or employees, Contractor will, at its expense, satisfy and discharge the same. As a condition to any indemnity hereunder, RTD will notify Contractor promptly of any claim for which RTD believes Contractor is responsible hereunder.
- D. This section will survive termination or expiration of the Contract.

13. **CONTRACTOR'S STATUS**

Neither Contractor nor any party contracting with Contractor will be deemed to be an agent or employee of RTD. Contractor is and will be an independent contractor and the legal relationship of any person performing services for Contractor will be one solely between that person and Contractor.



14. **COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS**

Contractor agrees to comply with all federal, state and local laws and regulations, including without limitation, those requiring business permits, certificates and licenses necessary to perform the Services described in this Contract.

15. **COOPERATION OF RTD**

RTD agrees to comply with all reasonable requests of Contractor and provide access to all records, documents and/or equipment reasonably necessary to perform the Services, in RTD's sole discretion.

16. **RTD WARRANTIES**

RTD makes no warranties, representations, or agreements, either express or implied, beyond such as are explicitly stated in this Contract.

17. **WARRANTY OF SERVICES.**

- A. Contractor warrants that its professional services will be performed in accordance with the professional standards of practices of comparable legal services firms at the time the Services are rendered.
- B. In the event that any Services provided by Contractor hereunder are deficient because of Contractor's or its subcontractor's failure to perform Services in accordance with the warranty standards set forth above, RTD will report such deficiencies in writing to Contractor within a reasonable time. RTD thereafter will have: (i) The right to have Contractor re-perform the Services at Contractor's expense; (ii) The right to have the Services done by others and the costs thereof charged to and collected from Contractor if within thirty (30) days after written notice to Contractor requiring such re-performance, Contractor fails to give satisfactory evidence to RTD that it has undertaken said re-performance; or (iii) The right to terminate the Contract for default.
- C. Contractor will be responsible for all errors and omissions and is expected to pay for all work as a result of errors and omissions.

18. **CLAIMS OR DISPUTES**

Contractor will be solely responsible for providing timely written notice to RTD of any claims for additional compensation and/or time in accordance with the provisions of this Contract. It is RTD's intent to investigate and attempt to resolve any Contractor claims before Contractor has performed any disputed work. Therefore, Contractor's failure to provide timely notice will constitute a waiver of Contractor's claims for additional compensation and/or time.

Contractor will not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by RTD, or the failure or refusal to issue a



modification, or the happening of any event, thing, or occurrence, unless it has given RTD due written notice of a potential claim. The potential claim will set forth the reasons for which Contractor believes additional compensation may be due, the nature of the costs involved, and the amount of the potential claim.

If based on an act or failure to act by RTD, such notice will be given to RTD prior to the time that Contractor has started performance of the work giving rise to the potential claim for additional time and/or compensation. In all other cases, notice will be given within ten (10) days after the happening of the event or occurrence giving rise to the potential claim.

If there is a dispute over any claim, Contractor will continue to work during the dispute resolution process in a diligent and timely manner as directed by RTD, and will be governed by all applicable provisions of the Contract. Contractor will maintain cost records of all work that is the basis of any dispute.

If an agreement can be reached that resolves Contractor claim, the Parties will execute a Contract modification to document the resolution of the claim. If the Parties cannot reach an agreement with respect to Contractor claim, they may choose to pursue a dispute resolution process or to terminate the Contract.

#### 19. **REMEDIES**

In the event Contractor fails to comply with the requirements of this Contract in any way, RTD reserves the right to implement administrative remedies which may include, but are not limited to, withholding of progress payments and contract retentions, and termination of the Contract in whole or in part.

#### 20. **TEMPORARY SUSPENSION OF WORK**

RTD, in its sole discretion, reserves the right to stop or suspend all or any portion of the work for such period as RTD may deem necessary. RTD may suspend the work for any reason, including without limitation, Contractor's failure to perform work or carry out its responsibilities in accordance with this Contract and factors that are not Contractor's responsibility. Contractor will comply immediately with RTD's written order to suspend the work wholly or in part. The suspended work will be resumed when Contractor is provided with written direction from RTD to resume the work. If the suspension is due to Contractor's failure to perform work or carry out its responsibilities in accordance with this Contract, or other action or omission on the part of Contractor, all costs will be at Contractor's expense and no schedule extensions will be provided by RTD. In the event of a suspension of the work, Contractor will not be relieved of Contractor's responsibilities under this Contract, except the obligations to perform the work that RTD has specifically directed Contractor to suspend under this section. If the suspension is not the responsibility of Contractor, suspension of all or any portion of the work under this section may entitle Contractor to compensation and/or schedule extensions subject to the Contract requirements.



21. **TERMINATION.**

A. Expiration of Term

This Contract will terminate upon the expiration date set forth in **Section 3 Contract Terms; Time for Performance** unless extended by a mutually agreed upon written amendment to this Contract or terminated earlier pursuant to this section.

B. Mutual Consent

This Contract may be terminated with the written mutual consent of both Parties, upon such terms and conditions as may be mutually agreed.

C. Termination by Default

In the event that Contractor fails to perform any obligations or fulfill any requirement under this Contract within ten (10) calendar days after receiving written notice provided in accordance with **Section 6 Notices** from RTD to do so, RTD may terminate this Contract for default. If Contractor cures the default within the cure period, but subsequently defaults again, RTD may immediately terminate the Contract without further notice or right to cure. In the event of the filing a petition for bankruptcy by or against Contractor or for appointment of a receiver for Contractor's property, RTD may terminate this Contract immediately without the ten (10) day cure period.

Upon receipt of a notice of termination for default, Contractor may not commit itself to any further expenditure of time or resources. RTD agrees to remit final payment to Contractor in an amount to cover only those sums actually due and owing from RTD for work performed in full accordance with the terms of the Contract as of the effective date of termination.

In the event of termination for default, RTD will be under no obligation to pay to Contractor the Contract price, or any portion thereof, unless RTD finds Contractor has partially performed said Contract to RTD's satisfaction, under which circumstances RTD will pay Contractor for the work satisfactorily completed prior to the effective date of termination, less all damages and losses suffered by RTD as a result of Contractor's failure to perform in accordance with the Contract.

RTD is not in any manner liable for Contractor's actual or projected lost profits had Contractor completed the Services required by this Contract, including, without limitation, services not yet performed, expenses not yet incurred, and milestones not yet achieved. All finished or unfinished documents, and any equipment or materials procured for or produced pursuant to this Contract become the property of RTD upon the effective date of the termination for default.



The rights afforded to RTD under this subpart are in addition to any other rights provided by law or set forth in this Contract. RTD may exercise any or all of such rights, which individually or conjunctively will totally compensate RTD for the damages, suffered by RTD resulting from Contractor's default.

D. Termination for Convenience

RTD may terminate this Contract at any time for convenience by giving Contractor at least thirty (30) calendar days' prior written notice provided in accordance with **Section 6 Notices**. Upon receipt of such notice, Contractor may not commit itself to any further expenditure of time or resources, except for costs reasonably necessary to effect the termination. If RTD terminates the Contract for convenience, RTD agrees to pay Contractor, in accordance with the provisions of **Section 5 Compensation, Invoicing, and Payments** and **Exhibit B**, all sums actually due and owing from RTD upon the effective date of termination, plus any costs reasonably necessary to effect the termination. Contractor is not entitled to any payments for lost profit on work to be performed after the date of termination, including, without limitation, work not yet performed, and milestones not yet achieved. All finished or unfinished documents and any material procured for or produced pursuant to this Contract as of the date of termination are the property of RTD upon the effective date of the termination for convenience. Contractor and its subcontractors must cooperate in good faith in any transition to other vendors or consultants as RTD deems necessary. Failure to so cooperate is a breach of the Contract and grounds for the termination for convenience to be treated as a termination for default.

E. Rights and Remedies

RTD's rights and remedies provided in this section are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

22. **LIQUIDATED DAMAGES.**

Not Applicable.

23. **MAINTENANCE, AUDIT, AND INSPECTION OF RECORDS**

All Contractor and subcontractor costs incurred in the performance of this Contract will be subject to audit. Contractor and its subcontractors will permit RTD, the State Comptroller, and their authorized representatives to inspect, examine, make excerpts from, transcribe, and copy Contractor's books, work, documents, papers, materials, payrolls records, accounts, and any and all data relevant to the Contract at any reasonable time, and to audit and verify statements, invoices or bills submitted by Contractor pursuant to this Contract. Contractor will also provide such assistance as may be required in the course of such audit. Contractor will retain these records and make them available for inspection hereunder for a period of four (4) years after expiration or termination of the Contract. If, as a result of the audit, it is determined by RTD's



auditor or staff that reimbursement of any costs including profit or fee under this Contract was in excess of that represented and relied upon during price negotiations or represented as a basis for payment, Contractor agrees to reimburse RTD for those costs within sixty (60) days of written notification by RTD.

24. **NON-DISCRIMINATION ASSURANCE**

Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of U.S. DOT-assisted contracts. Further, Contractor agrees to comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21. Contractor shall obtain the same assurances from its joint venture partners, subcontractors, and subconsultants by including this assurance in all subcontracts entered into under this Contract. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as RTD deems appropriate.

25. **EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

In connection with the performance of this Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, citizenship, political activity or affiliation, national origin, ancestry, physical or mental disability, marital status, age, medical condition (as defined under California law), veteran status, sexual orientation, gender identity, gender expression, sex or gender (which includes pregnancy, childbirth, breastfeeding, or related medical conditions), taking or requesting statutorily protected leave, or any other characteristics protected under federal, state, or local laws. Contractor shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, national origin, or any other characteristic protected under state, federal, or local laws. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

Contractor will, in all solicitations or advancements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about,



discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by RTD's contracting officer, advising the labor union or workers' representative of Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by RTD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

Contractor will include the provisions of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

## 26. **CONFLICTS OF INTEREST**

### A. General



Depending on the nature of the work performed, a contractor of RTD may be subject to the same conflict of interest prohibitions established California law that govern RTD's employees and officials (Cal. Govt. Code Section 1090 et seq. and Cal. Govt. Code Section 87100 et seq.). During the proposal process or the term of this Contract, Contractor and its employees may be required to disclose financial interests.

Contractor warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code §1090 et seq. or §87100 et seq. during the performance of services under this Contract. Contractor further covenants that it will not knowingly employ any person having such an interest in the performance of this Contract. Violation of this provision may result in this Contract being deemed void and unenforceable.

Depending on the nature of the work performed, Contractor may be required to publicly disclose financial interests under the RTD's Conflict of Interest Code. Upon receipt, Contractor agrees to promptly submit a Statement of Economic Interest on the form provided by RTD.

No person previously in the position of director, officer, employee or agent of RTD during his or her tenure or for one (1) year after that tenure will have any interest, direct or indirect, in this Contract or the proceeds under this Contract, nor may any such person act as an agent or attorney for, or otherwise represent Contractor by making any formal or informal appearance, or any oral or written communication, before RTD, or any officer or employee of RTD, for a period of one (1) year after leaving office or employment with RTD if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant, or contract.

**B. Organizational Conflicts of Interest**

Contractor will take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under this Contract. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to RTD; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other contract.

Contractor will not engage the services of any subcontractor or independent contractor on any work related to this Contract if the subcontractor or independent contractor, or any employee of the subcontractor or independent Contractor, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Contract.



If at any time during the Contract term, Contractor becomes aware of an organizational conflict of interest in connection with the work performed hereunder, Contractor immediately will provide RTD with written notice of the facts and circumstances giving rise to this organizational conflict of interest. Contractor's written notice will also propose alternatives for addressing or eliminating the organizational conflict of interest.

If at any time during the Contract term, RTD becomes aware of an organizational conflict of interest in connection with Contractor's performance of the work hereunder, RTD will similarly notify Contractor.

In the event a conflict is presented, whether disclosed by Contractor or discovered by RTD, RTD will consider the conflict presented and any alternatives proposed and meet with Contractor to determine an appropriate course of action. RTD's determination as to the manner in which to address the conflict will be final.

During the Contract term, Contractor must maintain lists of its employees, and the subcontractors and independent contractors used and their employees. Contractor must provide this information to RTD upon request. However, submittal of such lists does not relieve Contractor of its obligation to assure that no organizational conflicts of interest exist. Contractor will retain this record for five (5) years after RTD makes final payment under this Contract. Such lists may be published as part of future RTD solicitations.

Contractor will maintain written policies prohibiting organizational conflicts of interest and will ensure that its employees are fully familiar with these policies. Contractor will monitor and enforce these policies and will require any subcontractors and affiliates to maintain, monitor and enforce policies prohibiting organizational conflicts of interest.

Failure to comply with this section may subject Contractor to damages incurred by RTD in addressing organizational conflicts that arise out of work performed by Contractor, or to termination of this Contract for breach.

C. Verification of Compliance

Contractor shall, within fifteen (15) days after the effective date of this contract, provide, in writing, to the Contracting Officer, a representation that all employees, agents and subcontractors involved in the performance of this Contract have been informed of the provisions of this clause. Any subcontractor that performs any work relative to this contract shall be subject to this clause. Contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause. For the purposes of this section, the term "Contractor" means Contractor, its subsidiaries and affiliates, joint ventures involving Contractor, any entity with which Contractor may hereafter merge or affiliate and any other successor or assignee of Contractor.



27. **CALIFORNIA PUBLIC RECORD ACT REQUESTS**

- A. In response to a request made pursuant to the California Public Records Act (CPRA), Contractor consents to the release of: this Contract; the redacted version of Contractor's proposal, if applicable; any portion of Contractor's proposal not marked as confidential by Contractor and included in a confidentiality index accepted by RTD; any communication between Contractor and RTD not marked as confidential by Contractor and included in a confidentiality index accepted by RTD; any other materials shared with RTD not marked as confidential by Contractor and included in a confidentiality index accepted by RTD; and any Work Product, as defined in ***Section 7 Ownership of Work***.
- B. Contractor waives all claims against the RTD, its directors, officers, employees and agents, for the disclosure of information not marked as confidential by Contractor and included in a confidentiality index accepted by RTD. If Contractor did not include a confidentiality index in its proposal, RTD will have no obligation to withhold any information in the proposal from disclosure and may release the information sought without liability to the RTD.
- C. Upon receipt of a request pursuant to the CPRA seeking this Contract, Contractor's proposal, or any other communication or material Contractor has marked as confidential and included in a confidentiality index accepted by RTD, RTD may disclose the Contract and a redacted version of Contractor's proposal, communications or other materials, or may withhold material designated in the confidentiality index that is exempt from disclosure under the CPRA. If RTD determines that information in the confidentiality index is not exempt from disclosure, RTD will give reasonable notice to Contractor prior to releasing any material listed in the confidentiality index.
- D. Contractor agrees to indemnify, defend, and hold harmless RTD, its directors, officers, employees and agents, from any and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting information provided by Contractor), and pay any and all cost and expenses, including attorneys' fees, related to the withholding of information marked as confidential and included in a confidentiality index. If Contractor fails to accept a tender of a defense, RTD reserves the right to resolve all claims at its sole discretion, without limiting any rights stated herein.

28. **FEDERAL REQUIREMENTS**

Not Applicable.

29. **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PLAN REQUIREMENTS**

Not Applicable.



30. **LABOR CODE REQUIREMENTS**

Not Applicable.

31. **WAIVER**

A waiver of any of any breach or covenant of this Contract must be in a writing executed by a duly authorized representative of the party waiving the breach or covenant. A waiver by any of the Parties of a breach or covenant will not be considered to be a waiver of any other succeeding breach or any other covenant unless specifically and explicitly stated in such a waiver.

32. **ATTORNEYS' FEES**

If any legal proceeding should be instituted by either of the Parties to enforce the terms of this Contract or to determine the rights of the Parties under this Contract, the prevailing party in said proceeding will recover reasonable attorneys' fees, in addition to all court costs.

33. **SEVERABILITY**

If any provision of this Contract is deemed invalid or unenforceable, that provision will be reformed and/or construed consistently with applicable law as nearly as possible to reflect the original intentions of this Contract, and in any event, the remaining provisions of this Contract will remain in full force and effect.

34. **NO THIRD-PARTY BENEFICIARIES**

This Contract is not for the benefit of any person or entity other than the Parties.

35. **APPLICABLE LAW**

This Contract, its interpretation and all work performed under it will be governed by the laws of the State of California. Contractor must comply with all federal, State, and local laws, rules, and regulations applicable to the Contract and to the work to be done hereunder, including all RTD's rules and regulations.

36. **RIGHTS AND REMEDIES OF RTD**

RTD's rights and remedies provided herein will not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

37. **ASSIGNMENT**

Contractor may not assign any of its rights nor transfer any of its obligations under this Contract without RTD's prior written consent.



38. **BINDING ON SUCCESSORS**

All of the terms, provisions, and conditions of this Contract will be binding upon and inure to the benefit of the Parties and their respective successors, assigns and legal representatives.

39. **ENTIRE AGREEMENT; MODIFICATION**

This Contract, including any attachments and exhibits, constitutes the complete Contract between the Parties and supersedes any prior written or oral communications. This Contract may be modified or amended only by written instrument signed by both Contractor and RTD. In the event of a conflict between the terms and conditions of this Contract and the attachments and exhibits, the terms of this Contract will prevail.



IN WITNESS WHEREOF, the parties hereto have executed this Contract by their duly authorized officers as of the day and year first above written.

**San Joaquin Regional Transit District**

421 East Weber Avenue  
Stockton, CA 95202  
Phone: (209) 943-1111  
Email: [rtd-procurement@sjrtd.com](mailto:rtd-procurement@sjrtd.com)

**Hanson Bridgett, LLP**

425 Market Street, 26<sup>TH</sup> Floor  
San Francisco, CA 94105  
Phone: (415) 995-5185  
Email: [jsherman@hansonbridgett.com](mailto:jsherman@hansonbridgett.com)

Date Executed: \_\_\_\_\_

Date Executed: 10/11/2022

By: \_\_\_\_\_  
ALEX CLIFFORD  
Chief Executive Officer

DocuSigned by:  
*Julie Sherman*  
By: \_\_\_\_\_  
3DB2341728C14FA...  
JULIE A. SHERMAN  
Partner

**PROCUREMENT APPROVAL:**

DocuSigned by:  
*Sylvester Donelson Jr.*  
415F4C77D4F44BE...  
\_\_\_\_\_  
SYLVESTER DONELSON JR.  
Director of Procurement

By: \_\_\_\_\_  
NAME  
Title

**APPROVED AS TO FORM:**

DocuSigned by:  
*Al Warren Hoslett*  
08709E4B4734433...  
\_\_\_\_\_  
AL WARREN HOSLETT  
Attorney for RTD

\*Note: If Contractor is a Corporation, this Contract must be executed by two officers of the corporation, consisting of one officer from each of the two separate categories:  
(1) the President, Vice President, or Chair of the Board; and  
(2) the Secretary, Assistant Secretary, Treasurer or Chief Financial Officer.  
In the alternative, this Contract may be executed by a single Officer or a person other than an Officer provided demonstrating that such individual is authorized to bind the Corporation (e.g. – a copy of a certified resolution from the Corporation’s bylaws).

If Contractor is a limited liability company (LLC), the Contract must be executed by an officer or member who has the full and proper authorization to bind the LLC. The Officer or member must provide evidence satisfactory to RTD indicating the individual’s authority to bind the LLC, such as a certified copy of a resolution authorizing the individual to execute written contracts or a copy of the LLC operation agreement.



**EXHIBIT A**  
**SCOPE OF SERVICES**

**1. Scope of Services**

All attorneys performing services for RTD on behalf of the Contractor must be admitted to practice in the State of California and each must be a member of the California Bar in good standing. The selected firm will be required to declare that it will represent RTD to the exclusion of all other clients having potential conflicts of interest with RTD.

**1.1 General Counsel - Core Services to be provided will be under the Retainer (firm fixed monthly price)**

The prevailing firm shall provide a Lead Counsel and access to an in-house bench of attorneys, which are expert in various areas of the law, to assist in routine day-to-day legal services, which include, but are not limited to the following:

- A. Legal counsel to the RTD and the Board.
- B. Assist the Board in personnel matters, including the CEO's contract.
- C. Assure that matters considered and acted upon by the Board are in compliance with state, federal and local laws, rules, regulations, and statutes, and that the Board operates with the constraints of the Ralph M. Brown Act.
- D. Review and offer legal advice to the Board and/or CEO on the Board Agenda prior to posting and review all Board Reports as to form and any legal issues. Lead Counsel shall prepare for and attend in-person all regular monthly and special meetings of the Board of Directors. Lead Counsel may attend standing Committee meetings and Ad Hoc Committee meetings virtually, if the option is available or by teleconference. Regular meetings of the RTD Board are scheduled every third Friday of the month at 10:00 A.M., at the DTC. The meeting date is subject to change, upon the Board's discretion. From time-to-time, depending on the workload, RTD Board meetings may go dark in July and December.
- E. Review and offer corrections to all Board Meeting Minutes.
- F. Prepare, review, and adopt legal opinions, contracts, and memoranda, resolutions, ordinances, By-laws, legal correspondence, and policies and procedures, as requested by the Board of Directors, the CEO or authorized agency staff.
- G. Review, assist in updates and provide counsel on all Equal Employment Opportunity (EEO), Disadvantaged Business Enterprise (DBE), Civil Rights



(Title VI) and Americans with Disabilities Act (ADA) policies and procedures to ensure compliance with FTA, Caltrans, state, federal, and local laws, rules, and statutes and regulations.

- H. Assist as needed in the review and updating of the Personnel Manual, provide legal counsel on matters related to any future Management Classification and Compensation Study.
- I. Provide 6 (six) two-hour on-site specialized training sessions per year, as requested by the CEO, to the management team in focus areas such as the Skelly process, progressive discipline, Weingarten rights, labor relations, meet and confer, *Meyers-Milias-Brown Act (MMBA)*, FTA rules and regulations, and other topics based on need.
- J. Counsel and assistance on issues related to FMLA and other state and federal entitled leaves, including all DOL and Workers' Compensation related matters.
- K. Assistance in reviewing and interpreting state and federal legislation and regulatory agency rules and regulations.
- L. Provide legal assistance in interpreting rules, orders and regulations and implementing the requirements of any local, state or federal agency related to the current or a future pandemic, to include, but not limited to, CalOSHA, OSHA, CDC. This includes review and editing of any documents, policies and procedures RTD may create in compliance of such rules, orders and regulations.
- M. Maintain knowledge of issues facing RTD and being prepared to offer legal advice and counsel to the Board if Directors, the CEO and the management staff regarding various aspects of operating a transit agency.
- N. Be available by phone (conference call) to participate from time-to-time in management staff discussions/meetings.
- O. 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.
- P. Provide legal support for the FTA Triennial Reviews.
- Q. Review contract documents and specifications, bid documents and bids submitted.
- R. Except for very rare mutually agreed upon situations, the Lead Counsel should never bill RTD under hourly rates.



1.2 **Specialized Legal Services—Services to be provided will be on Time and Material (T&M) basis**

In addition to General Counsel services, RTD may request other specialized legal services to be provided by experts in various areas of the law as follows:

- A. Provide a higher level specialized legal counsel as needed on complicated labor disputes and in representation of RTD in labor appeals that go to arbitration or litigation.
- B. Legal assistance for periodic major revisions to procurement boilerplate contract language and the Procurement Manual, in coordination with the Procurement Supervisor, to ensure full compliance with Federal Transit Administration (FTA), state and local requirements. Minor revisions to boilerplate templates and the Procurement Manual are to be done under the retainer.
- C. Major revisions to RTD's Policies and Procedures. Minor revisions to boilerplate templates and the Procurement Manual are to be done under the retainer.
- D. Complex procurements or contract negotiations beyond the routine practice of RTD.
- E. Represent RTD in mediation, arbitration, or litigation.
- F. Where specialized assistance is required, assist and represent RTD with claims outside the scope of the General Counsel services.
- G. When such requires a specialized attorney, provide legal counsel on land purchases, condemnation eminent domain related matters, project construction and environmental issues, including CEQA and NEPA.
- H. Represent RTD in matters before the DFEH/EEOC and CalOSHA.
- I. At RTD's request, may provide a lead negotiator for meet and confer related matters and for Collective Bargaining Agreement negotiations.
- J. At RTD's request, appear for and represent RTD, its officers, and employees at hearings and meetings before state, federal, and local agencies.
- K. Specialized on-site training beyond that identified in the Retainer, Section 1.1.
- L. Employee Benefits matters.
- M. Non-routine civil rights advice involving Title VI, DBE, or ADA regulations.



- N. Large construction projects.
- O. Notwithstanding the provisions of Section 1.1, above, RTD may elect to have another legal firm represent RTD in any given matter or types of actions that may come before RTD.

In consultation with RTD, the prevailing firm shall assist RTD in contracting with outside legal firms and lawyers in providing legal services in the following circumstances:

- a) when the Lead Counsel identifies that the prevailing firm's in-house expertise is insufficient to provide certain necessary specialized legal services;
- b) when the Lead Counsel identifies that the prevailing firm has a conflict of interest with respect to any given matter; and
- c) when RTD elects to have another legal firm represent RTD in a given matter or types of action. Lead Counsel will provide supervision of special counsel in all such matters.

2. **Knowledge of and experience in the following areas are required:**

- A. Government laws and regulations governing the conduct of public agency meetings, including but not limited to, the Political Reform Act of 1974, the Ralph M. Brown Act, California Public Records Act 2004, Conflict of Interest Ethic Policy 2004, and the Government Claims Act.
- B. Applicable State of California laws, regulations, codes and policies governing the ownership and operation of a public transportation agency, including but not limited to the Government Code, Public Utilities Code, Public Contract Code and California Public Utilities Code.
- C. Laws and regulations governing FTA Agreements authorized by 49 U.S.C. chapter 53 Title 23, United States Code (Highways), the Infrastructure Investment and Jobs Act (IIJA) 2021/22, the Fixing America's Surface Transportation Act (FAST Act), the Moving Ahead for Progress in the 21 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 that FTA administers, including but not limited to DOT and FHWA, as may be applicable to transit.
- D. Litigation, including the laws governing liens and torts.
- E. Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964.



- F. Family and Medical Leave Act (FMLA), healthcare law, including the implications of the impending Cadillac healthcare law, Equal Employment Opportunity law, civil rights law, Americans with Disabilities Act, and Disadvantaged Business Enterprise law, or any other law applicable to a public agency.
- G. Public procurement and contracting.
- H. Charter Bus Regulations.
- I. Transit Funding and Finance.
- J. Real Estate.
- K. Public Sector Law.
- L. PEPRA.
- M. Employment Law/Civil Rights Litigation.
- N. Civil Rights and Disability Access
- O. First Amendment.
- P. Precedent setting major court cases that may impact transit.
- Q. Public agency labor relations.
- R. Knowledge and experience in procurement matters are desirable or required, as indicated, for the following:
  - a) Knowledge and expertise are required in the areas of state contracting law, including but not limited to the California Public Contract Code.
  - b) Knowledge and expertise are desirable for the area of Contract law in general and the following specifically:
    - The FTA Circular 4220.1F regarding Third Party Contracting Guidance and the related Best Practices Procurement Manual (guidance to grantees as to the "best practices" for complying with laws, regulations, and other FTA policies for third party procurement contracts).
    - The Disadvantaged Business Enterprise (DBE) program (as required by the U. S. Department of Transportation), the overall process on submission of bids and proposals including familiarity with the Copeland Anti-Kickback Act.



- Knowledge and experience with construction contracts including architect-engineer contracts is required, including FTA's Buy America provisions.
- S. Knowledge and expertise is desirable in the areas of transit funding, including but not limited to knowledge of Regulations for Grants and Cooperative Agreements, to State and Local Governments 49 C.F.R. Part 18 (procurement, property management, program income, record-keeping, audit, enforcement), familiarity with the Transit Capital Investment Program 49, urbanized area formula grants U.S.C. 5307 (e), 5309(h), the Urban Mass Transportation Act, the Federal Highway Act (Mass Transit Account, and the Highway Trust Fund), state Transportation Development Act (TDA), CMAQ and LCTOP, Cap and Trade, LCFS credits and their sub-programs, if applicable (not intended to be all inclusive).
- T. Knowledge of and experience in the myriad of California real estate and environmental laws and regulations applicable to a transit agency is desirable, principally to include real estate acquisition, divestiture, land use, zoning and permitting as well as environmental quality control measures under National Environmental Policy Act of 1969 and the California Environmental Quality Act (NEPA and CEQA), the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, the Real Property Acquisition Process for public entities, including condemnation eminent domain, and any other state and federal requirements imposed on agency.



**EXHIBIT B**  
**COMPENSATION, INVOICING & PAYMENT**  
**(FIRM-FIXED PRICE and TIME & MATERIALS)**

**1. COMPENSATION**

Contractor will be compensated for Services provided in Exhibit A based on a Firm Fixed Price (FFP) and Time and Materials (T&M) basis as outlined in sections (A), and (B) below. Total compensation for Services provided by Contractor will not exceed **EIGHT MILLION FIVE HUNDRED FORTY SIX THOUSAND NINE HUNDRED SEVENTY ONE DOLLARS (\$8,546,971.00)**.

A. FFP (General Counsel - Monthly Retainer)

General Counsel Services will be compensated on the following fee schedule below. The compensation for the General Counsel Services will be the total amount of **THREE MILLION FIVE HUNDRED FORTY SIX THOUSAND NINE HUNDRED SEVENTY ONE DOLLARS (\$3,546,971.00)**. This amount includes Contractor's total direct costs, indirect costs, and profit, including all labor, materials, taxes, and other expenses incurred by Contractor in the performance of this Contract. Except as described in subsection (B), no additional compensation will be paid without a written amendment to this Contract. The parties agree to revisit the monthly retainer amount after the first year of the Contract term, with the opportunity to adjust the monthly retainer as needed.

Year	Monthly Retainer	Total Annual Retainer
Year 1 (Nov. 1, 2022 – Oct. 2023)	\$26,000.00	\$312,000.00
Year 2 (Nov. 1, 2023 – Oct. 2024)	\$26,000.00	\$312,000.00
Year 3 (Nov. 1, 2024 – Oct. 2025)	*\$26,910.00	*\$322,920.00
Year 4 (Nov. 1, 2025 – Oct. 2026)	*\$27,851.85	*\$334,222.20
Year 5 (Nov. 1, 2026 – Oct. 2027)	*\$28,826.66	*\$345,919.98
Year 6 (Nov. 1, 2027 – Oct. 2028)	*\$29,835.60	*\$358,027.66
Year 7 (Nov. 1, 2028 – Oct. 2029)	*\$30,879.84	*\$370,558.13
Year 8 (Option Year 1) (Nov. 1, 2029 – Oct. 2030)	*\$31,960.64	*\$383,527.66
Year 9 (Option Year 2) (Nov. 1, 2030 – Oct. 2031)	*\$33,079.26	*\$396,951.13
Year 10 (Option Year 3) (Nov. 1, 2031 – Oct. 2032)	*\$34,237.03	*\$410,844.42



<b>Total</b>	<b>\$3,546,970.69</b>
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The monthly retainer is subject to annual increases after the first two contract years, effective November 1, 2024. The annual increases will be limited to the most recent Consumer Price Index (CPI) for All Urban Consumers (CPI-U) for the San Francisco/Oakland/Hayward, CA area or 3.5%, whichever is lower.

\*The amounts for Years 3-10 are based on the maximum 3.5% annual increases. In the event that the CPI is lower than 3.5%, the CPI adjustment will prevail.

**B. T&M (Specialized Legal Services)**

Specialized Legal Services will be compensated on T&M basis in an amount not to exceed of **FIVE MILLION DOLLARS (\$5,000,000.00)**. No additional compensation will be paid without a written amendment to this Contract.

**i. Labor Costs (Exempt Personnel)**

RTD shall pay for work by exempt personnel (as determined under the Fair Labor Standards Act, 29 U.S.C. § 201-219) at the labor rates listed below, which include direct labor, indirect labor, overhead and profit. RTD will not pay premium pay for exempt personnel.

<b>Name</b>	<b>Title / Practice</b>	<b>Hourly Rate</b>
Julie Sherman	Partner / General Counsel	\$430
Nicole Witt	Senior Counsel / Deputy General Counsel	\$366
Shayna van Hoften	Partner / Civil Rights (Title VI)	\$437
Katherine Tsou	Senior Counsel / DBE and Public Procurement & Contracting	\$366
Trevor Taniguchi	Associate / DBE	\$347
Gilbert Tsai	Partner / Labor and Employment Law	\$430
Diane O'Malley	Partner / Labor and Employment Law	\$437
Liz Masson	Partner / Employee Benefits	\$437
Alexandra Atencio	Partner / Claims & Litigation	\$437
Kurt Franklin	Partner / Claims & Litigation (ADA Issues)	\$437
Catherine Groves	Senior Counsel / Public Procurement & Contracting	\$366
Dayna Louie	Associate / Public Procurement & Contracting	\$347
Laura Ratcliffe	Senior Counsel / Real Property	\$366
Michael Conneran	Partner / Real Property	\$437
Alan Linch	Associate / Real Property and Environmental Law	\$347



David Gehrig	Partner / Construction Law/Infrastructure	\$437
Nathan Metcalf	Partner / Environmental Law	\$437

Any substitution of an attorney in a particular discipline/practice at a rate different than that reflected in the above will be discussed and mutually agreed upon in advance.

The Specialized Legal Services hourly rates are subject to annual increases after the first two contract years, effective November 1, 2024. The annual increases will be limited to the most recent Consumer Price Index (CPI) for All Urban Consumers (CPI-U) for the San Francisco/Oakland/Hayward, CA area or 3.5%, whichever is lower.

ii. Subcontractor Costs

RTD shall reimburse subcontractor costs, if any (and as approved by RTD), at actual cost without mark-up. Subcontractor costs shall be supported by invoices, as are the prime labor costs.

iii. Other Direct Costs (ODCs):

RTD shall reimburse ODCs at actual cost without mark-up.

## 2. INVOICING

A. Invoice Format

Contractor shall invoice RTD no later than the fifteenth of every month for the Services performed during the prior month. Invoices shall be in a form acceptable to RTD and each invoice must include:

- i. Contract Number and PO Number.
- ii. Monthly retainer. Although the monthly Retainer is a fixed-price, invoice content must include a breakout of the tasks the Lead Counsel and supporting specialized attorneys performed in the past month under the Retainer, including time devoted to each task.
- iii. Name, classification, and labor rate of employee. (Specialized Legal Services)
- iv. Description of work performed.
- v. Other Direct Costs. (Specialized Legal Services)
- vi. Hours worked by subcontractors, if any, and other itemized subcontractor costs. (Specialized Legal Services)
- vii. Total costs.
- viii. Percent of schedule and budget expended.

Contractor shall also furnish such other information, as may be requested by RTD, to substantiate the validity of an invoice.



B. Waiver

Contractor shall be deemed to have waived the right to payment for Services not invoiced within six (6) months of the date the services were performed. For purpose of this provision the date of the invoice shall be the date of receipt by RTD.

C. Invoice Submittal

Contractor shall submit invoices by e-mail to the address listed below. Invoices shall be in a PDF, word, or excel format.

Email: [rtd-accountspayable@sjrtd.com](mailto:rtd-accountspayable@sjrtd.com)

D. At its sole discretion, RTD may decline to make full payment for any portion of the Services until such time as Contractor has documented, to RTD's satisfaction, that Contractor has fully completed all of the portion of the Services billed for in the invoice. RTD's payment in full for any portion of the Services shall not constitute RTD's final acceptance of any or all of Contractor's work. Should RTD contest any portion of an invoice, that portion shall be held for resolution, and the uncontested balance shall be processed for payment. RTD may, at any time, conduct an audit of any and all records kept by Contractor related to the Services performed under this Contract. Any overpayment uncovered in such an audit may be charged against the Contractor future invoices and any retention funds.

**3. PROMPT PAYMENT**

RTD will pay approved invoices within thirty (30) days after receipt. Contractor must pay subcontractors for satisfactory performance of any of the Services performed by subcontractors within ten (10) days of receipt of payment by RTD for such Services. Contractor must return retainage payments to each subcontractor within ten (10) days after the subcontractor's work is satisfactorily completed.



**EXHIBIT C**  
CONTRACTOR'S PROPOSAL



Response to Request for Proposals  
for General Counsel & Legal Services to

RFP 23006-S

# San Joaquin Regional Transit District (RTD)

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August 10, 2022

**Julie A. Sherman, Partner**

425 Market Street, 26th Floor

San Francisco, CA 94105

Direct: 415-995-5185

[jsherman@hansonbridgett.com](mailto:jsherman@hansonbridgett.com)

[hansonbridgett.com](http://hansonbridgett.com)

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### Appendices:

- A. Resumes for Proposed Hanson Bridgett Team
- B. Hanson Bridgett Financial Statements - **CONFIDENTIAL**
- C. Insurance Letter/Certificate
- D. All Required Forms

## 1.15 Proposal Content

### A. Letter of Transmittal

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JULIE A. SHERMAN  
PARTNER  
DIRECT DIAL (415) 995-5185  
DIRECT FAX (415) 995-3592  
E-MAIL [jsherman@hansonbridgett.com](mailto:jsherman@hansonbridgett.com)



August 10, 2022

VIA ELECTRONIC MAIL [mcaluya@sjrtd.com](mailto:mcaluya@sjrtd.com)

Manny Caluya  
Contracts Procurement Sr. Specialist  
San Joaquin Regional Transit District  
P.O. Box 201010  
Stockton, CA 95201

Re: Request for Proposals (RFP) for General Counsel and Legal Services

Dear Manny Caluya:

Thank you for inviting Hanson Bridgett LLP to submit our qualifications in response to the RFP to provide legal services, as both General and Special Counsel, to the San Joaquin Regional Transit District (RTD). As a partner of Hanson Bridgett LLP, I have the authority to negotiate and contractually bind the firm to the proposed scope of services and price proposal for 120 calendar days from the proposal due date of August 10, 2022.

We have included a confidentiality index designating our financial statements as confidential and exempt from disclosure under public records laws.

For more than 50 years, the representation of public transit agencies as General Counsel and special counsel has been a core practice of Hanson Bridgett. For many of us, it defines who we are as legal professionals; public service is our hallmark. We identify deeply with the mission of public transit agencies, and understand their vital role in ensuring the livability of the communities they serve. There can be no better application of our legal acumen and experience than as General Counsel to a forward-thinking public transit agency such as RTD.

Hanson Bridgett provides the following legal services to RTD:

- General Labor Services – we have provided these services to RTD for more than twenty years
- Labor and Employment Litigation Matters – we have advised on the following: *SJRTD v. Local 276*, in the Carol Sena Arbitration matter, in the discharge of Curtis Gunn, *Carol Sena v. SJRTD*, *Peter Brown*, *Gerald Hughes, et al.*, *C. Gunn v. SJRTD*, *Local 276 v. SJRTD-FT*, and in the 2000 negotiations.
- General Advice (Non-Labor) – we have provided advice related to public agency transaction(s)

Hanson Bridgett LLP  
425 Market Street, 26th Floor, San Francisco, CA 94105 [hansonbridgett.com](http://hansonbridgett.com)

Manny Caluya  
August 10, 2022  
Page 2

- The current RTD contract with Hanson Bridgett is: Contract for On-Call Legal Services, Contract No.: 2018-001-S-002, Solicitation No.: 2017-R110255-S.

We have reviewed the RFP requirements for any conflicts of interest. We have performed a computerized check for conflicts with existing clients, and we are not aware of any conflicts of interest at this time. Should Hanson Bridgett be selected to represent RTD, we recommend that we jointly review at the outset of the engagement the pending matters where legal representation would be required, in order to determine whether any specific areas of conflict exist and to develop an appropriate course of action. Given our longstanding role as General Counsel for several transit districts, we are mindful of the need to guard against establishing relationships that would be in conflict with our ethical responsibilities to our existing clients. To the extent that a potential conflict of interest is identified, we would seek the informed written consent of RTD and the other client, where appropriate, in accordance with the State Bar of California Rules of Professional Conduct.

It would be a privilege to provide the requested legal services to RTD. Please know that no firm would work harder, or be more dedicated to serving RTD in the capacity of General Counsel than Hanson Bridgett.

Very truly yours,



Julie A. Sherman  
Partner

Hanson Bridgett LLP  
425 Market Street, 26th Floor, San Francisco, CA 94105 [hansonbridgett.com](http://hansonbridgett.com)

## B. Proposer's Qualifications & Experience

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Hanson Bridgett is the preeminent public transit law firm in Northern California. We have served as General Counsel to the Golden Gate Bridge, Highway and Transportation District for more than 50 years and the San Mateo County Transit District (SamTrans) for more than 45 years. In addition, we represent the following transit agencies as General Counsel or special counsel, providing a variety of legal services including, but not limited to, public agency law, labor negotiations, employee benefits, labor/employment, insurance recovery, intellectual property, civil rights, civil litigation, government tort claims, public contracts and procurement, transit finance, and real estate and construction.

- Santa Cruz Metropolitan Transit District (Santa Cruz Metro)
- Golden Gate Bridge, Highway & Transportation District
- Peninsula Corridor Joint Powers Board (Caltrain)
- San Mateo County Transportation Authority
- Central Contra Costa Transit Authority (County Connection)
- Livermore Amador Valley Transit Authority (LAVTA)

- San Francisco Bay Area Water Emergency Transportation Authority (WETA)
- Sacramento Regional Transit District
- Metropolitan Transportation Commission
- Alameda-Contra Costa Transit District
- Santa Clara Valley Transportation Authority (VTA)
- Tri-Valley-San Joaquin Valley Regional Rail Authority
- Sonoma-Marín Area Rail Transit
- San Joaquin Regional Transit District
- Southern California Regional Rail Authority

In our role as General Counsel, we serve as trusted advisors to public transit governing boards and management teams, who look to us to provide the legal framework for carrying out policy decisions in the heavily regulated world of public transportation. We are familiar with the federal regulatory landscape necessary for public transit operations, including Buy America, the Americans with Disabilities Act, Disadvantaged Business Enterprise Programs, Title VI (including Limited English Proficiency) and Environmental Justice, drug and alcohol testing mandates, federal and state procurement regulations and best practices, charter and school bus service regulations, and federal Section 13(c) labor protection issues, to name just a few.

Our deep and broad expertise underscores three fundamental principles that guide how we would provide General Counsel services to RTD:

- First, we are committed to delivering the highest level of responsive client service that is both economical and efficient. Our clients benefit from the economies of scale derived from representing many California transit agencies, and the large bench of lawyers who specialize in representing public transit agencies as general and special counsel.
- Second, we have the depth and breadth of in-house subject matter experts to provide answers and address issues thoroughly, accurately, and efficiently on a wide range of specialized areas relevant to RTD. On issues ranging from contracts and procurement to administrative law, from environmental law to labor and employment law, we have the requisite expertise within our tightly knit Hanson Bridgett team.
- Third, we adhere to a collaborative, practical approach to problem solving. We develop legal strategies that achieve our client's goals through careful listening, analysis, clear communication, and effective advocacy. All legal services will be handled by, or flow through the General Counsel, who will be responsible for management and oversight of the range of legal issues in which RTD is involved, and who will serve as the direct advisor to the Board and Chief Executive Officer.

We understand that the General Counsel must know RTD's business and its relationship to regional transportation systems. RTD's General Counsel must not only manage RTD's legal affairs, but must also anticipate potential legal and regulatory issues rather than just react to

problems or disputes as they arise. The General Counsel establishes and implements the legal framework to carry out RTD's goals and policy objectives and is responsible for the careful deployment and monitoring of attorneys to maximize efficiency and avoid duplication of effort. We have the skill, experience and judgment for all of these duties.

Hanson Bridgett proposes that Julie Sherman serve as RTD's General Counsel, and that Nicole Witt serve as Deputy General Counsel. Both Julie and Nicole have years of experience advising public transit agencies in the General Counsel role. In particular, Julie serves as General Counsel to Santa Cruz Metro and County Connection. Both Julie and Nicole have advised Hanson Bridgett's transit clients on a wide variety of projects, and have specific expertise and experience with all aspects of establishing, maintaining, and growing a public transit system.

Julie and Nicole will be supported by a team of lawyers with subject matter expertise relevant to the scope of services. The proposed legal team are all admitted to the California Bar, and are members in good standing. We have provided additional information about the team below.

## General Counsel Services

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Hanson Bridgett proposes to provide General Counsel services in the following core areas within the monthly retainer, as further described in its cost proposal submitted under separate cover.

### 1. Public Agency Law

Our public agency attorneys are proficient in all aspects of public agency governance laws such as the Ralph M. Brown Act and the California Public Records Act. We understand the workings of governing boards and the necessity for appropriately agendized meetings, and the conduct of proceedings in an open and accessible manner, reserving for closed session those matters that are recognized under the law as exempt. As such, we regularly assist with the preparation of public meeting agendas, including closed session items, and guide the conduct of the meetings to assure that the subject matter is properly within the scope of the agenda. Notwithstanding the many technical and procedural requirements of the Brown Act, where mistakes can certainly occur, our clients have been most successful in avoiding delays to their decision-making process, legal challenges or litigation, because of Brown Act issues.

We regularly advise and assist with responses to requests under the California Public Records Act so that they are handled in a timely and appropriate manner. These are integral to the workings of local government, where missteps can result in costly delays, embarrassment, and a deterioration of trust between the agency and the community at large. Therefore, we evaluate each circumstance with care and work efficiently with staff to monitor compliance with legal requirements. We are mindful of the need to preserve confidentiality of sensitive matters that may, for example, have implications for public security, employee privacy, or pending litigation

or negotiations. Thus it is with a balanced and broad perspective that we engage with agency management on these issues so that the agency adheres to the letter and spirit of these laws without compromising the agency's legitimate interests in confidentiality when appropriate.

We are equally familiar with the broad range of other public sector laws and issues pertaining to public participation and accountability. The advent of the digital age has produced new challenges in interpreting records retention, public disclosure and privacy obligations. We regularly render advice concerning conflicts of interest and economic disclosure requirements (Political Reform Act and Government Code section 1090), records retention requirements, and California Tort Claims Act procedures. We regularly assist with the development of administrative codes and rules of procedure, drafting of ordinances and resolutions, and applications of election law procedures for transit-related ballot measures. We have specialized in the development and delivery of training programs and materials focused on best practices for public officials to safeguard public transparency and accountability in governmental decision making, and provide biennial AB 1234 trainings for local public officials.

In rare cases, public officials are investigated by state agencies for violations of the Political Reform Act, Government Code section 1090, and other government ethics laws. In those cases, we can represent either individual officials or the public agency before the investigator.

## 2. Transit Law

**FTA-Related Matters Overview.** Key to our work as General Counsel and special counsel to several transit agencies, we are intimately familiar with the broad array of federal, state and local laws and regulations that govern public transit operations. Special areas of expertise include Disadvantaged Business Enterprise programs; Title VI; Americans with Disabilities Act paratransit service; Master Agreements for FTA grants; FTA charter bus regulations; Buy America; procurement regulations and best practices, FTA triennial and other audits; public hearing requirements under federal and state law; CARB regulatory requirements; and TDA law and regulations. These are areas in which we have periodically provided interpretative guidance, prepared comments on rulemaking proceedings, or developed implementing policies and procedures, as well as appeared before the administrative agencies responsible for these programs. Much of our work in this area is facilitated by familiarity not only with the applicable laws and regulations, but also a strong working relationship with key FTA staff in Region 9.

## 3. Labor and Employment Law

Hanson Bridgett's labor and employment group has unmatched experience with public transit agencies. On a day to day basis, we advise transit clients on a wide range of personnel issues, including recruitment, hiring, employment agreements, salary and benefits, wage-and-hour, discrimination, harassment, progressive discipline, wrongful termination, and the development

of written personnel policies and procedures. As General Counsel, we manage all legal labor and employment issues for our public transit clients.

Hanson Bridgett's specific public transit labor law expertise will be of value to RTD. For example, Section 13(c) of the Federal Transit Act is a unique labor protection statute applicable to FTA grantees that has been the source of significant difficulty to transit agencies throughout the United States over the years. Our transit clients have benefited from 13(c) agreements negotiated by Hanson Bridgett attorneys in the mid-1970s, which have stood the test of time. These agreements have been used repeatedly for purposes of certifying federal capital grants. When challenges have been made under 13(c) agreements, we've successfully defended our clients' positions in court and arbitration proceedings. We have also worked with clients in shifting certain 13(c) risk to private operators in operating agreements.

Section 3(e) of the Federal Transit Act, the companion statute to 13(c), is designed to protect the interests of private enterprise from competition on the part of publicly subsidized FTA grantees. Over the years, we have had extensive dealings with the FTA in connection with grants that potentially could impact private transit operators in our transit clients' service areas. We have been involved in contested proceedings with some operators; more typically, our efforts have been aimed at resolving differences and harmonizing private-public sector relations.

### **Representative Matters**

- **Golden Gate Bridge, Highway & Transportation District.** Our firm serves as the District's primary counsel for traditional labor matters. We advise and counsel the District on all aspects of working with a highly unionized workforce, and serve as lead negotiator for the Bridge District in negotiations with the District's 25 separate bargaining units. We also have advised the District on how to respond to various labor actions by their represented employees.
- **Santa Cruz METRO.** We serve as General Counsel to METRO and provide all required labor and employment assistance.
- **County Connection.** In our role as General Counsel to County Connection, we oversee or handle legal services including labor and employment matters such as personnel counseling, employment litigation and labor relations.
- **SamTrans.** We began representing SamTrans in the 1970s and advise the agency on all aspects of the employment relationship, including wages, discipline, personnel policies, grievances and interpretation of labor agreements.

In addition, we handle a wide variety of personnel counseling, employment litigation, labor relations work, collective bargaining negotiations, and labor arbitration hearings and unfair labor practice proceedings for other governmental entities, such as the City of Millbrae, Alameda Health System, City of Benicia, City of Brentwood, City of San Francisco, City of Oakland, Central Contra Costa Sanitary District, and the University of California.

#### 4. Civil Rights (Title VI)

We regularly advise transit agencies on all aspects of federal and state civil rights law to ensure these important policies are implemented effectively. These laws have a significant impact on day to day operations, with profound consequences for noncompliance. Our expertise in this area is extensive with regard to public transit agencies.

**Title VI of the Civil Rights Act of 1964.** We advise clients on compliance with the Federal Transit Administration's Circular 4702.1B, implementing the provisions of Title VI of the Civil Rights Act of 1964 for federally assisted transportation programs. There has been a significant amount of FTA scrutiny in this area over the past several years. We assist with the development and implementation of agency policies, ranging from Public Participation Plans and Limited English Proficiency Language access programs to policies setting the ground rules for equity analyses of the impacts of proposed fare and service charges on low income and minority communities. We regularly review general and special counsel clients' Title VI programs and equity analyses, and assist with monitoring transit service for disparate impacts on minority and low income communities.

Our team members are sought-after speakers on Title VI compliance and litigation at APTA and California Transit Association conferences and other venues.

**Title VII of the Civil Rights Act of 1964.** Our responsibilities as General Counsel to transit providers include monitoring compliance with the equal employment opportunity provisions of Title VII with respect to in-house employment policies, as well as inclusion of appropriate provisions in federally assisted contracts. Revised federal guidelines in this area were recently issued, so identifying issues and areas for effecting compliance will be a priority in the coming year. We also represent transit agencies in administrative proceedings involving the California Fair Employment and Housing Commission in the state counterpart to Title VII, and before the federal Equal Employment Opportunities Commission.

**Americans with Disabilities Act of 1990.** The provision of public transportation services for individuals with disabilities has a long and litigious history. Much progress has been made with the enactment of the ADA and the promulgation of the FTA ADA circular. We guide our transit clients in the development and implementation of accessible programs through service contract arrangements, joint service agreements with other public entities, public information programs, procurement of accessible equipment, construction of accessible facilities, drafting of comments on new proposed regulations, and adoption of policies designed to ensure compliance with federal laws and regulations.

**Disadvantaged Business Enterprise Program.** We were instrumental in the development of a coordinated, regional approach in the San Francisco Bay Area to comply with the U.S. Department of Transportation's revised Disadvantaged Business Enterprise (DBE) regulations

issued in 1999, following the 1995 U.S. Supreme Court decision in *Adarand v. Peña*, and have remained in the forefront of providing legal support to California public transit agencies since the 2006 Ninth Circuit decision in *Western States Paving Co. v. United States and the Washington State Department of Transportation*.

The DBE policies and procedures that our office have developed for various transit agencies have stood up well, and have served as models for other public transportation agencies throughout the state. We have guided clients regarding the implementation of a Small Business Enterprise (SBE) program element in their DBE programs. We monitor federal and state judicial decisions and advise clients on the development of programs that are compliant, effective and that adhere to the public policy goals that inspired them.

### **Representative Matters**

- **SamTrans.** SamTrans was in the very first group of agencies required to submit a Title VI Program under the current FTA Title VI Circular, which contains significant changes from the prior guidance. The Program submittal deadline coincided with the development and adoption of the SamTrans Service Plan (SSP), which was the most significant service redesign in the agency's history. Our attorneys guided the client through development of first-of-their-kind Title VI policies sufficient to allow SamTrans to evaluate the SSP under the new guidance to ensure no disparate impact on minority populations or disproportionate burden on low-income populations, adopt the agency's first Public Participation Plan (with no meaningful models from which to build) and receive FTA approval of the full Program, as presented.
- **VTA.** Hanson Bridgett has provided Title VI and ADA advice to VTA's civil rights staff and members of the general counsel's office for the past several years. Initially hired to assist with development of VTA's Title VI Program, we also have worked with staff to respond to a Caltrans audit and adopt or improve policies and form contracts to improve compliance with Title VI and the ADA. For example, in June 2016, we completed a review of six VTA employment-related policies with an eye towards ensuring that VTA operates in compliance with the ADA and protects itself against exposure from potential claims brought by applicants or employees in the future.

### **5. Legislation**

Hanson Bridgett is often called upon to assist in drafting legislation and assisting its clients in reviewing and responding to legislative proposals. We have drafted legislation that sets procurement rules applicable to many transit operators throughout the Bay Area. We routinely collaborate with our clients' lobbyists and take a team approach to legislative advocacy efforts.

RTD will benefit from Hanson Bridgett's proactive approach to monitoring federal and state legislative and regulatory activity, such as with changes to the federal Buy America Rule, the

pending changes to the DBE program regulations, various FTA circulars, and to California's Brown Act, Public Records Act and conflict of interest statutes and regulations. We will use this knowledge to ensure that RTD is aware of the statutory and regulatory changes that may impact its operations.

## **6. Administrative Law**

RTD must interact with a host of regional, state and federal agencies. Hanson Bridgett has appeared before most such agencies. We frequently work with, and have established positive working relationships with staff at countless federal, regional, state, and local agencies including the Federal Transit Administration, Federal Highway Administration, California Department of Transportation, California Public Utilities Commission, California Air Resources Board, and California Environmental Protection Agency-State Water Resources Control Board.

Hanson Bridgett attorneys frequently represent public clients before all of the above agencies, including negotiating intergovernmental agreements, permit applications and other approval processes, as well as appearances in formal proceedings.

## **7. Public Procurement and Contracting**

We have extensive experience negotiating and documenting many different types of contracts for our transit clients, including those funded by regional, state, and federal grants. Our attorneys are national and state-wide thought leaders in the field of contracts and procurements and frequently present and provide trainings.

We have particular expertise in negotiating complex professional services contracts with architects, engineers, and other consultants. Alternative procurement methods, such as design-build, the California Multiple Award Schedule, and piggybacking on other public agency bids or participating in joint solicitations, can be very useful to maximize efficiency and reduce processing costs for our public agency clients, but present specialized legal questions. We frequently are called on to advise on organizational conflict of interest issues that can arise in complex procurement projects, especially when there are multiple consultants and sub-consultants on both the agency and contractor side of a project.

We regularly advise clients of changes in federal and state statutory and regulatory requirements affecting third party contracts. In recent years, Buy America issues have affected many agencies' projects. We have assisted grant recipients in working with federal agencies to resolve such issues, either by advocating the appropriate interpretation of the Buy America Rule, or through the successful processing of a waiver from compliance. We have been instrumental in developing standard procurement policies and procedures drawing upon FTA guidance and requirements, applicable provisions of the California Public Contract Code, and local policies. This has helped us streamline day-to-day procurement practices. Standardization also has had the beneficial effect of permitting management staff to assume substantial

responsibility for aspects of the procurement process, thereby reducing the demand for and cost of legal assistance.

On top of our more general procurement expertise, we have extensive experience with the negotiation and development of complex technology systems agreements for our public agency clients. For a successful outcome, these transactions require attention to unique procurement rules and processes, coordination with multiple departments within the client organization, and collaboration with professional consultants in the technology arena. Examples of current projects include numerous database systems, predictive arrival/departure systems, advanced communications systems, asset management systems, fare payment collection systems, and positive train control systems for commuter railroads.

**Cooperative Agreements and Procurements; Intergovernmental Cooperation.** We have considerable experience representing local government agencies and joint powers authorities in negotiating and administering short and long term contracts with other government agencies and non-profit entities as well. Some examples include: (1) the development of collaborative public-private transportation projects in both bus (SamTrans/Urban Bus Service) and rail modes (Peninsula Commute Service/Amtrak); (2) operation of local bus service in Marin County (Golden Gate Bridge, Highway and Transportation District /Marin County Transit District); (3) calls for projects and resulting funding agreements, for both operating and capital projects, large and small (San Mateo County Transportation Authority/a multitude of local project sponsors).

### **Representative Matters**

- **Santa Cruz METRO Enterprise Resource Planning Procurement Project.** Santa Cruz METRO is in the process of procuring a Software as a Service (SaaS) Enterprise Resource Planning (ERP) project. Our role was assistance in the development of the procurement documents (federally funded technology contract with data privacy and cloud computing-specific provisions), assisting staff during the evaluation and selection process, and negotiating the final contract documents with the successful proposer.
- **Predictive Arrival and Departure System.** SamTrans procured a Predictive Arrival and Departure System (PADS) that provides real-time bus arrival/departure information to SamTrans' customers via the Web, telephone systems, and on dynamic message signs at major SamTrans terminals. The PADS project presented complex intellectual property and technology issues. Our role was assistance in the development and negotiation of all procurement and contract documents.
- **Zero Emission Bus and Infrastructure Projects.** Our attorneys have assisted a number of agencies, including the Golden Gate Bridge, Highway and Transportation District, Samtrans, Santa Cruz Metro, and County Connection, with the procurement of zero emission buses and charging infrastructure. This work has involved a number of agency-driven and cooperative contracts. And, in some instances, when agency staff determined the

procurements were not meeting the required technical specifications, our litigation attorneys achieved very favorable results for our clients.

- **Bus Fuel and Wash Facility, LAVTA.** We assisted LAVTA with the planning, drafting and award of its first design-build contract for a new Bus Fuel and Wash Facility. The project was awarded in November of 2011. The project was completed on time and under budget, and won the *Western Council of Construction Consumers Distinguished Project Award*.

## Specialized Legal Services (to be provided on Time & Material basis)

### 1. Claims and Litigation

As with our other areas of expertise, RTD will benefit from litigators who not only have significant litigation experience generally, but who have sophisticated and specialized public agency expertise.

We have had unparalleled success in Title VI litigation. We were lead counsel in the precedent-setting Title VI class action lawsuit *Darensburg v. Metropolitan Transportation Commission*. In this lawsuit, we successfully defended MTC from claims of Title VI and Equal Protection Clause violations under 42 U.S.C. § 1983 and violations of California Government Code § 11135. We prevailed at trial, despite claims that MTC engaged in discriminatory funding practices against minority bus riders of a local transit district by not allocating enough money to that local transit district, and not ensuring that the local transit district had sufficient sources of funding. We prevailed again on appeal, obtaining a published decision even more favorable than the trial court decision.

We recently defended Metrolink and Los Angeles County Metropolitan Transportation Authority (LACMTA) in an ADA lawsuit seeking substantial monetary relief, physical modifications to Los Angeles Union Station, and changes to policies and procedures on serving passengers who use wheelchairs. We obtained insurance carrier participation, and a favorable resolution.

We also recently defended LACMTA in an ADA Title II impact lawsuit alleging pass ups, and challenging the transit agency's provision of priority seating for persons with disabilities on fixed route bus service in Los Angeles. We resolved the matter in a short time frame for equitable items that LACMTA had already provided, or had already committed to providing, prior to the lawsuit.

Our public agency litigators are at their best when faced with the most challenging legal issues, facts and litigants. We have handled all aspects of dispute resolution, from early, informal intervention to complex trials, class actions and alternative dispute resolution. As an integral part of our public agency practice, our attorneys litigate cases covering the full array of disputes confronting public agencies. We bring a wealth of substantive, subject-area expertise, not only for those areas discussed in this response, but also from the firm's broader practice areas.

When disputes arise, we have a proven track record of vindicating our public clients in writs and appeals, mandate proceedings, and traditional litigation, handling a variety of high-stakes civil rights claims, constitutional finance and revenue challenges, eminent domain and inverse condemnation actions, environmental claims, and employment disputes.

We are well versed in electronic discovery and record retention issues, particularly as they relate to our public agency clients. Our proactive approach allows clients to evaluate and manage risk. This is done with project management strategies, advanced technology, and experience from both the public and private sectors.

### **Representative Matters**

- ***Michael Saliani, et al. v. Bay Area Toll authority, et al.*** Represent the Golden Gate Bridge Highway & Transportation District (District) and the Bay Area Toll Authority (BATA) in a complex class action alleging that BATA and the District violated the certified class' due process rights in administering and operating the Bay Area's FasTrak electronic toll collection program and, in particular, the All-Electronic Toll program on the Golden Gate Bridge. The litigation team, led by the firm's Public Sector Litigation Practice leader, Alexandra Atencio, obtained a complete defense verdict for the District and BATA against the certified class, and successfully negotiated a post-judgment settlement of all issues, including a waiver of any appeal. This was the first virtual trial in San Francisco Superior Court and one of just a few nationwide at the time.
- ***Hoffman v. Golden Gate Bridge, Highway and Transportation District.*** Represent the District in a case involving a bicycle accident on the Bridge walkways. The trial court granted summary judgment because the walkways are recreational trails entitled to trail immunity under the Government Claims Act.
- ***Darensburg v. Metropolitan Transportation Commission.*** This was a precedent-setting Title VI class action lawsuit in which we represented MTC. We successfully defended MTC from claims of Title VI and Equal Protection Clause violations under 42 U.S.C. § 1983 and violations of California Government Code § 11135. We prevailed at trial, despite claims that MTC engaged in discriminatory funding practices against minority bus riders of a local transit district by not allocating enough money to that local transit district, and not ensuring that the local transit district had sufficient sources of funding. We prevailed again on appeal, obtaining a published decision even more favorable than the trial court decision.
- ***Calderon v. Los Angeles County Metropolitan Transportation Authority, et al.*** We defended LACMTA in an ADA Title II impact lawsuit alleging pass ups, and challenging the transit agency's provision of priority seating for persons with disabilities on fixed route bus service in Los Angeles. We obtained contractor's participation on damage claim, and resolved the matter in a short time frame for equitable items that LACMTA had already provided, or had already committed to providing prior to the lawsuit.

- ***Turner v. Golden Gate Bridge, Highway and Transportation District.*** We defended the District against a First Amendment challenge to its Expressive Activities Ordinance in federal court. We settled the case after an adverse ruling on summary judgment.

## 2. Employee Benefits

Hanson Bridgett's employee benefits attorneys offer unique qualifications to RTD. We represent more than 40 California public entities with respect to their retirement plans, health and welfare programs, fringe benefits, and tax matters. Our clients include:

- a number of public agencies (including transit agencies, water districts, cities and counties) that participate in statutory retirement plans such as CalPERS as well as those agencies that sponsor their own separate retirement programs;
- California county retirement systems operating under the '37 Act; and
- two state-wide public employers with more than 100,000 employees each.

The majority of the work our Employee Benefits Group is with California public retirement system and public agency clients. We focus on the public sector as an important part of our firm's overall legal services, and we are involved in employee benefit issues for our public sector clients on a day-to-day basis. We monitor developments in federal and state law, including the California Public Employees' Pension Reform Act (PEPRA), from the viewpoint of California public agencies. Recently, we have worked with our public agency clients to respond to the multitude of benefits issues raised by COVID-19. Since employee benefits comprise a major part of the total compensation package for public employees and a major component of the budget for such employers, we are often called upon to advise our clients regarding collective bargaining issues related to retirement and other benefit matters. We are also very familiar with the complex compliance issues in the area of health and welfare plans and various fringe benefits.

Our attorneys represent a number of California public agencies who participate in CalPERS, as well as those who operate their own independent retirement programs. Therefore, we advise on a myriad of retirement plan issues. For example, we have provided advice and counsel to a number of public agencies in their efforts to comply with various issues arising out of pension reform efforts in California. We have been very involved with our public sector clients in reviewing PEPRA, including the extent to which additional defined contribution benefits may be provided to new members under the current PEPRA restrictions.

In addition to advising on retirement and deferred compensation issues, we also advise our public agency clients on related matters for health and welfare plans (including health care reform under the Affordable Care Act, cafeteria plans, COBRA, and HIPAA), executive employment agreements, fiduciary responsibilities, and all types of operational issues confronting public employers in managing their benefit program offerings. Further, we have

significant experience in advising public employers on employment tax matters, including fringe benefit issues. We also support our clients in IRS employment tax audits and various IRS and other regulatory filings.

**Examples of the types of projects we have worked on include:** working with a number of California public entities on designs for a variety of health plans and health benefit funding vehicles, including medical reimbursement plans and trusts for active employees and retirees; Internal Revenue Code section 115 trusts to fund OPEBs, and HRA plans, including legal advice regarding permitted trust investments in light of California Constitutional provisions prohibiting investments in stock; providing legal review and revision of investment policies for 115 trusts; preparing legal opinions on the applicability of California's "vested rights" law and the federal Age Discrimination in Employment Act (ADEA) law to retiree health benefits; obtaining several IRS private letter rulings regarding tax-exempt status of 115 trusts for OPEBs; reviewing the effect of the new healthcare reform rules on HRA and Flexible Spending Account plans.

### 3. Real Property

Our real property experience runs the gamut of virtually all aspects of real property acquisition, development, management, and disposition. Our experience includes negotiating options, purchase and sale contracts, leases, licensing arrangements, easements, and joint development projects. We are intimately familiar with the acquisition of property for grant-funded public projects, as well as the management and disposition of property in compliance with federal and state law and regulations. For example, we assisted with the acquisition of the right of way for the extension of BART to the San Francisco International Airport, which involved both negotiated purchases and use of eminent domain power.

**Eminent Domain.** Hanson Bridgett's eminent domain practice group has served public agencies for decades. We have deep agency-side expertise in all aspects of condemnation matters from the earliest stages of developing the offer of compensation through each step of litigation, including ADR, trial and appeal. We have served as eminent domain counsel to many public agencies both condemning property rights for various flood-control projects and securing pre-condemnation access for project evaluation.

### Representative Matters

- **Caltrain Electrification Project (also known as Peninsula Corridor Electrification Project, or PCEP).** As then-General Counsel of the JPB, Hanson Bridgett has been involved in PCEP since it was first dreamt up decades ago. PCEP is converting the Caltrain commuter train service between San Francisco and San José from diesel locomotive power to overhead electrical power. We supported all project planning, funding and contracting efforts. In addition, we drafted, reviewed and/or negotiated countless funding, blended planning, easement/access, joint use, trackage rights and various other agreements with

parties including, but not limited to: the Federal Transit Administration; Caltrans; the California High Speed Rail Authority; Union Pacific Railroad; all of the cities and the three counties along the right-of-way; the Metropolitan Transportation Commission; the Santa Clara Valley Transportation Authority; the City and County of San Francisco; and the San Francisco County Transportation Authority.

- **San Carlos Transit-Oriented Development Project.** We assisted the SamTrans in its negotiations with a major developer of a ground lease with staged option exercises and phased construction elements, environmental indemnity and risk shifting requirements, and eventual development of approximately 6 acres of property that is adjacent to the San Carlos Caltrain commuter station. This project resulted in the creation of 200+ units of housing and additional retail/commercial development, yielding for SamTrans a sizeable revenue stream substantially in excess of \$500,000 per year. We helped the client assemble the various properties for the project through the course of various transit improvement projects. We drafted the Request for Qualifications, Request for Proposals and Exclusive Negotiating Agreement for the project, and prepared the option to lease and ground lease for this transit-oriented development (TOD). We guided the client from start to finish on this project, from initial project evaluation, feasibility studies and environmental assessment, through RFQ formulation, evaluation of proposals and selection of developer. We then helped frame and pursue negotiations with the successful developer under an Exclusive Negotiating Agreement, attended to extensive environmental risk-shifting and insurance programs, and then prepared the option agreement and multiple Project Stabilization Agreements for the client when the option was exercised to create three separate, phased options on separate parcels within the 6-acre configuration.
- **SamTrans.** Hanson Bridgett is General Counsel to SamTrans, the condemning agency for the extension of BART from the existing Colma Station to and beyond the San Francisco International Airport. In conjunction with another law firm we partnered with, we handled the legal work for all property acquisitions for the project. The project involved the construction of four new BART stations and 8.3 miles of new passenger track, extending through four cities and requiring the acquisition of more than 130 properties. In addition to assisting SamTrans obtain negotiated settlement prior to the filing of condemnation actions, Hanson Bridgett represented SamTrans in six separate actions filed in the San Mateo County Superior Courts. The issues contested in these actions include: "right to take" issues; valuation of fee interests; valuation of permanent and temporary easements; pre-condemnation (i.e., "Klopping") claims; severance claims; goodwill claims; and claims based alleged damages caused by construction activities.

#### 4. Construction Law/Infrastructure

Hanson Bridgett represents public agencies throughout the design, construction, maintenance and improvement of public works. We are well versed in all aspects of public works contracting, from providing advice to agencies regarding the best procurement strategies, drafting bid

documents and contract forms, defending bid protests, providing risk management during design and construction through project completion, and resolving claims. We have considerable experience with competitive bidding laws, Public Private Partnerships (P3), Design-Build and Integrated Project Delivery (IPD), prevailing wage laws, subcontractor issues, stop notice procedures, insurance, and bonding issues.

Hanson Bridgett provides legal guidance at all stages of development, from addressing environmental issues such as CEQA compliance through construction, commissioning, and closeout.

**Preparation of Contract Documents and Bid Proposal Forms.** Our construction group has experience in developing the required bid documents for procurement of all necessary parties to the design and construction transaction. We are either the original authors of the contracts and other various bid documents, or we review and revise “form” documents furnished to us by our clients. We are sensitive to a public agency’s specific contracting powers and restrictions, as well as the nuances of public bidding and procurement, including bid protests.

**Bid Protest Guidance.** Although we draft our bid documents with an eye toward avoiding bid protests, serving as General Counsel to numerous public agencies has provided us the opportunity to guide clients through the process to achieve a successful outcome to bid protests.

**Claims Avoidance Consulting.** We have considerable experience assisting clients with risk management during the design and construction process to avoid claims by working with our clients throughout the project to find solutions or negotiate resolutions as issues arise. This approach, which is supported by risk management studies and our decades of experience, prevents smaller disputes from developing into larger disputes and helps the parties reach resolution while they have the incentive to cooperate.

### **Representative Matters**

- **Santa Clara Valley Transportation Authority.** As special construction counsel to VTA, we are guiding VTA through the procurement of a \$2.5B progressive design-build procurement for a transit rail tunnel under downtown San Jose.
- **Peninsula Corridor Electrification Project, Peninsula Corridor Joint Powers Board (Caltrain).** The JPB, which operates the Caltrain commuter rail service from Gilroy to San Francisco, recently awarded a \$500M design-build project to convert the train service from diesel locomotive power to overhead electrical power (CalMod). We served as lead attorney for this project. In that capacity, we coordinated with engineering and procurement staff to develop a comprehensive pre-qualification process and RFQ document that resulted in six proposal teams being pre-qualified, and developed a comprehensive 4-volume RFP

document based on a "best-value" award process, and assisted with a large volume of proposer questions and addenda. The contract was awarded in the Summer of 2016.

## 5. Environmental Law

Our firm has deep experience representing public transit clients in environmental matters, and our expertise goes back more than 25 years. This experience includes defending against enforcement orders, third party toxic tort claims, and citizen suits. We also help clients with the acquisition and development of "clean" and environmentally impaired properties.

More broadly, the firm's environmental practice includes counseling our clients regarding compliance with environmental laws and defending private and public agency clients in enforcement proceedings under state (Hazardous Substances Account Act) and federal (CERCLA) "Superfund" statutes, Resource Conservation Recovery Act (RCRA), federal Clean Water Act, federal Clean Air Act, Porter-Cologne Water Quality Act, Proposition 65, Unfair Business Practices Act, Underground Storage Tank regulations and environmental citizen suit proceedings.

We have extensive experience with CEQA and the companion federal statute, NEPA, not only from a project proponent's perspective but also from the view of the lead agency. We have assisted in CEQA compliance for many public agency construction and development projects, advising on categorical exemptions, negative declarations and full-scale EIRs. Because of our experience in many of the environmental laws pertaining to specific media, including air quality, water quality, hazardous waste and the Endangered Species Act, we have been able to better guide lead agencies through the evaluation of these factors in connection with their NEPA/CEQA analysis.

### Representative Matters

- **CEQA Compliance.** We provide CEQA and general environmental compliance advice to Hanson Bridgett government agency clients on a project by project basis, including the Golden Gate Bridge, Highway & Transportation District, SamTrans, Alameda County Water District, Stinson Beach County Water District, City of Millbrae, and Redwood City.
- **Suicide Deterrent System.** We assisted the Golden Gate Bridge, Highway and Transportation District with the preparation of an Environmental Assessment/Environmental Impact Report for the Golden Gate Bridge Suicide Deterrent Project. This project involved compliance with Section 106 historic preservation requirements and Section 4(f) of the Federal Transit Act. We reviewed environmental documents, prepared findings and assisted with the public review process.
- **Movable Median Barrier.** We assisted the Golden Gate Bridge, Highway and Transportation District with the environmental clearance of the Movable Median Barrier Project to install a median barrier on the Golden Gate Bridge. The project involved

negotiation of a Cooperative Agreement with Caltrans and compliance with Section 106 historic preservation requirements.

- ***Pacificans for a Scenic Coast v. Federal Highway Administration et al.*** We represented the San Mateo County Transportation Authority in federal district court and successfully obtained dismissal of Clean Water Act and Coastal Zone Management Act claims after filing Rule 12(b)(6) motions. The matter was heard by Hon. Vince Chhabria and opposing counsel was Celeste Christopher Sproul and Jodene Isaacs of Environmental Advocates, Brian Gaffney and Patricia Weisselberg.

## C. Proposer's References

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[MTree@scmtd.com](mailto:MTree@scmtd.com)

Bill Churchill, General Manager

**Central Contra Costa Transit Authority**

2477 Arnold Industrial Way

Concord, California 94520-5335

Direct: 925-676-1976

[churchill@countyconnection.com](mailto:churchill@countyconnection.com)

Rick Ramacier, former General Manager

**Central Contra Costa Transit Authority**

Direct: 925-383-2268

Tammy Rudock, General Manager

**Mid-Peninsula Water District**

3 Dairy Lane

Belmont, California 94002

Direct: 650-591-8941

[tammyr@midpeninsulawater.org](mailto:tammyr@midpeninsulawater.org)

We have been honored to provide legal services to RTD for many years and hope that you will consider our history in your evaluation. Madeline Chun and Diane O'Malley have also worked with Mr. Hoslett for many years and have acquired considerable knowledge of RTD's history. We also served as General Counsel during Alex Clifford's tenure at Santa Cruz Metro.

## D. Proposer's Business and Financial Qualifications

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Please refer to the forms section of our proposal response for the completed Statement of Business and Financial Qualifications. We have provided the past three years of financial statements behind Appendix B. We confirm our insurance coverage satisfies RTD's requirements and confirm that with a letter/certificate of our insurance amounts behind Appendix C.

## E. Qualifications and Experience of Key Personnel

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### Key Personnel

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Below are short biographies for our proposed team, with resumes behind Appendix A. We are putting forth Julie Sherman to serve as RTD's General Counsel, and Nicole Witt as Deputy General Counsel. We have provided biographies for additional team members who would support Julie and Nicole immediately following.



**Julie Sherman (Partner – 15 years of experience)** advises local government agencies on a wide variety of legal issues. Her clients include transportation districts, cities, and water districts. Julie serves as the General Counsel of the Santa Cruz Metropolitan Transit District, Central Contra Costa Transit Authority and the Mid-Peninsula Water District. She is an integral member of the teams providing general counsel services to the San Mateo County Transit District, the San Mateo County Transportation Authority, the Golden Gate Bridge Highway & Transportation District, and Livermore Amador Valley Transit Authority. In each instance, Julie provides advice on all general counsel issues. Julie also provides leadership on the firm's Public Transit and Transportation practice group.

Julie understands the art of serving a client as General Counsel and she understands how local government agencies function. She regularly attends client Board meetings, and advises clients on the Ralph M. Brown Act, the California Public Records Act, government ethics, governance laws, legislation, Board policy development, executive officer contracts and performance

evaluations, record retention, construction law and civil rights law compliance. Additionally, she assists clients with FTA grant conditions, including Americans with Disabilities Act, Buy America, charter rules, Disadvantaged Business Enterprises, Title VI of the Civil Rights Act, environmental regulations, and procurement, cooperative and funding agreements, First Amendment matters, public procurement and contracting, including complex technology procurements, and professional service agreements.

**References:**

Michael Tree, Chief Executive Director, **Santa Cruz Metropolitan Transit District**. (Please see reference section above for contact information). Julie serves as Santa Cruz Metro's General Counsel.

Bill Churchill, General Manager, **Central Contra Costa Transit Authority**. (Please see reference section above for contact information). Julie serves as County Connection's General Counsel.

Denis Mulligan, General Manager, **Golden Gate Bridge, Highway & Transportation District**. (Please see reference section above for contact information). Julie provides primary procurement advice to the District's engineering department. Representative projects include the Suicide Barrier, Seismic Retrofit, and Movable Median Barrier.

Tammy Rudock, General Manager, **Mid-Peninsula Water District**. Please see reference section above for contact information). Julie serves as the Mid-Peninsula Water District's General Counsel

Rick Ramacier, previous General Manager, **Central Contra Costa Transit Authority**. (Please see reference section above for contact information).



**Nicole Witt (Senior Counsel – 7 years of experience)** focuses her practice on government and public agency law, with a particular focus on transit agencies. Nicole serves as Deputy General Counsel to Santa Cruz Metro, Menlo Park Fire Protection District, and West County Wastewater. She is also a key team member supporting the Golden Gate Bridge, BAWSCA, and RTD.

She assists the firm's public agency clients with various legal issues such as public contracts and procurements, legislation, revenue measures, governance laws and ethics, including conflict of interest analyses. Nicole regularly attends client Board meetings and advises on the preparation of Board agendas, staff reports, resolutions, ordinances, and meeting minutes.

Nicole has particular expertise in public contracting including assisting transit clients in developing contract templates for federally funded procurements and providing guidance and

advice in responding to FTA audits. Nicole also assists clients in complex procurements and infrastructure projects, including complex design-build/operate agreements. Nicole helps clients, both public and private, navigate unique project delivery challenges in the public contracting arena. She drafts and advises clients on contracts in areas including public works, the purchase of goods and services, funding agreements, and real property.

Nicole provides client training on government ethics laws, Brown Act, and Public Records Act compliance.

**References:**

Joseph M. Wire, Auditor-Controller  
**Golden Gate Bridge, Highway & Transportation District**  
PO Box 29000  
Presidio Station  
San Francisco, California 94129-9000  
Direct: 415-923-2289  
[JWire@goldengate.org](mailto:JWire@goldengate.org)  
Nicole supports the District's toll revenue projects.

Joan Jeffries, Administrative Specialist  
**Santa Cruz METRO**  
Administrative Offices  
110 Vernon Street  
Santa Cruz, California 95060  
Direct: 831-420-2572  
[jjeffries@scmttd.com](mailto:jjeffries@scmttd.com)

Andrew Clough, Deputy General Manager & Chief Operating Officer  
**West County Wastewater District**  
2910 Hilltop Drive  
Richmond, California 94806  
Direct: 510-815-4525  
[aclough@wcwd.org](mailto:aclough@wcwd.org)  
Nicole serves as Deputy General Counsel for West County Wastewater.

Nicole Sandkulla, Chief Executive Officer & General Manager  
**Bay Area Water Supply & Conservation Agency**  
155 Bovet Road  
Suite 650  
San Mateo, California 94402  
Direct: 650-349-3000

[nsandkulla@bawsca.org](mailto:nsandkulla@bawsca.org)

Nicole is a key member of the team supporting a number of significant projects for BAWSCA.

Jacqueline (Jackie) Zipkin, General Manager

**East Bay Dischargers Authority**

2651 Grant Avenue

San Lorenzo, California 94580

Direct: 510-278-5910

[jzipkin@ebda.org](mailto:jzipkin@ebda.org)

## Additional Team Members

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### Civil Rights (Title VI)



**Shayna van Hoften (Partner – 18 years of experience)** is the chair of Hanson Bridgett's Public Transit & Transportation Practice Group. Shayna regularly assists public transit providers in complying with Title VI of the Civil Rights Act, including working together to analyze fare and service changes with potentially discriminatory effects on minority and low-income populations, and to develop Limited English Proficiency Language Implementation Plans.

She also advises public sector clients on government ethics and governance laws, public procurements, contracting including negotiating intergovernmental agreements, ADA and other civil rights compliance, implementation of public grant programs, regulatory compliance, administrative procedures, incident/risk management and constitutional matters. She also assists local public agencies by drafting all forms of legislation and regulation.

Shayna serves as General Counsel for the five retirement boards for employees and retirees of the Sacramento Regional Transit District. She is also the Primary Deputy to the General Counsel at San Mateo Transit District and San Mateo County Transportation Authority. Shayna's other local government clients include transit districts, cities, water districts, regional planning agencies, joint powers agencies, and hospital and health care districts. Shayna frequently advises and trains clients on compliance with the Brown Act, Public Records Act, election laws and conflict of interest laws and regulations. Shayna serves as the firm's primary AB-1234-compliant government ethics trainer.

Shayna works with public, private and individual clients in their efforts to support or oppose state and local initiatives, and in efforts to influence other agencies' rule-making proceedings, primarily by drafting written and oral public comment.

**DBE**



**Katherine Tsou (Senior Counsel – 6 years of experience)** focuses her practice on public agency law. She assists transportation agencies, cities, counties, special districts, joint exercise of powers authorities, and other local agencies with procurements, contracts, the California Public Records Act, the Brown Act, and government ethics, among other areas of law. Katherine serves as Deputy General Counsel at WETA.

Katherine assists public agencies with all aspects of the public procurement process, including reviewing solicitations, advising on state and federal procurement requirements, handling public contract protests, responding to requests for procurement records, and advising on procurement matters related to federal Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE) regulations. She has worked on a wide range of procurements for services and goods, including federally assisted procurements, complex procurements with multiple phases, and procurements related to maintaining and purchasing public transit vehicles. Katherine also drafts and reviews procurement policies, procedures, and templates, and provides trainings on procurement best practices.

Katherine advises public agencies on matters related to public meetings, requests for public records, agency policies and procedures, and conflicts of interest. She drafts and reviews ordinances, policies, resolutions, governance documents, staff reports, cooperative agreements between agencies, and funding agreements between public and private entities. Katherine provides trainings to public agency officials and employees on ethics laws concerning financial interests, government transparency, and fair processes.



**Trevor Taniguchi (Associate – 6 years of experience)** is an accomplished attorney specializing in transportation and public agency law. He provides general and special legal counsel to cities and special districts, public works departments and regularly analyzes and negotiates agreements, including construction, professional services, information technology infrastructure, state transportation funding, and federal aviation. Trevor represents clients in a wide array of matters impacting public entities.

Trevor is adept at drafting development agreements, credit agreements, operating and exclusive negotiating agreements for large-scale residential and commercial projects. He also has experience overseeing regulatory and tax programs for public agency clients.

With a background as a former resource manager and certification analyst for the California Department of Transportation, Trevor is well-versed in navigating the industry's complexities and nuances.

## Labor and Employment Law



**Gilbert Tsai (Partner – 16 years of experience)** represents employers in a variety of employment-related litigation matters, including single and multi-plaintiff discrimination claims, harassment claims, wrongful termination claims, and wage and hour disputes. He has also assisted employers defending against meal and rest period, and disability discrimination class actions. In addition, Gilbert has expertise in traditional labor law covering union negotiations, grievance arbitrations and unfair labor practice claims, and has handled proceedings before the National Labor Relations Board and other agencies.

Gilbert counsels employers regarding their personnel policies and decisions to ensure compliance with state and federal law. He has experience advising employers in all matters related to employment law, including employee handbooks, FMLA/CFRA and other medical leave policies, collective bargaining issues, drafting severance and release packages, reductions in force, employment agreements, and matters involving trade secrets and confidential information.



**Diane O'Malley (Partner – 33 years of experience)** focuses her practice exclusively on representing employers, mainly in the public transit industry. Diane has expertise in every aspect of the employment relationship and counsels clients on the liabilities that could arise from that relationship. Some of the areas in which Diane has experience in federal, state and agency forums include wrongful termination, discrimination, background checks, battery, misrepresentation, retaliation, negligent hiring, harassment, privacy, and wage disputes. She also drafts policies and procedures to protect her clients from legal exposure.

As Co-Chair of the Section's Class Action Practice Group, Diane has developed an expertise in state and federal courts and before the California Labor Commissioner and U.S. Department of Labor in wage-and-hour claims, including overtime, off-the-clock, meal and rest breaks, bonus calculations, business expense reimbursements, wage statement and audits.

For clients with unionized work forces, or for those clients facing union organizing campaigns, Diane brings significant expertise in traditional labor law covering union organizing, negotiations, grievance and interest arbitrations and unfair labor practice claims.

## Employee Benefits



**Liz Masson (Partner – 17 years of experience)** focuses her practice on employee benefits law. She represents public and private employee benefit plan sponsors and fiduciaries in all aspects of compliance with the Internal Revenue Code, the Employee Retirement Income Security Act, the Affordable Care Act, COBRA, HIPAA, and various federal and state labor and employment laws.

Liz advises governmental and private employers on a variety of legal issues related to fiduciary duty rules; tax qualification requirements; plan documents, restatements and amendments; tax reporting; negotiating and contracting with third-party service providers; and participant communications.

Liz has extensive experience working with governmental and private employers, including public sector retirement systems and active employee and retiree health plan sponsors, in all areas of plan design, tax-qualification, and administration. She also has experience advising multiemployer plans and contributing employers, and other collectively bargained plan sponsors.

Before joining a law firm, Liz served as a law clerk for the National Labor Relations Board's Division of Judges, and as a legal extern with Region 20 of the National Labor Relations Board.

### Claims and Litigation



**Alexandra Atencio (Partner – 19 years of experience)** represents a variety of public sector clients including transit agencies, cities, counties, special districts and regional planning entities in a wide range of civil matters in state and federal court. Alex is the Chair of Hanson Bridgett's Public Agency Litigation Practice Group and serves as chief litigator for several of our public transit clients.

Alex litigates in areas including code enforcement, civil rights, public contracting, employment, land use, and disability access. She is experienced in civil rights and tort defense cases involving Section 1983 claims, Title II of the ADA, the state Bane Act, state Constitutional claims, as well as dangerous condition of public property, design immunity, and other personal injury matters. Alex also provides risk management advice to public sector clients, including government claims procedures and defenses, as well as Brown Act and Public Records Act issues. In addition, Alex represents private clients in a broad range of civil litigation matters involving contracts, intellectual property, health care, and unlawful detainer.

### Labor and Employment Litigation (ADA Issues)



**Kurt Franklin (Partner – 28 years of experience)** focuses on overseeing complex, multi-party, class action, and civil rights and impact-litigation defense cases, regularly serving as lead counsel. In the public sector he has appeared before the California Supreme Court to represent more than 100 California cities and local government entities in an amicus effort.

Moreover, for almost 20 years, Kurt has advised businesses and state and local governmental entities about disability access laws. He is well versed in the Americans with Disabilities Act (ADA), the Unruh Act, the California Disabled Persons Act, Health & Safety Code sections 19955 et seq., the Fair Housing Act, the Americans with Disabilities Act Accessibility Guidelines

(ADAAG) and the California Access Compliance Building Regulations (Title 24). Clients seeking Kurt's help include the State of California, transit districts, special districts, law firms, schools and colleges, and others. When multiple defendants are sued by the same plaintiff, Kurt's complex-litigation background has led to unique large defense-side group representations that can help clients minimize defense-side attorneys' fees and costs.

Kurt also works with clients to develop disability-access preventative strategies that include training, preparing responses to informal complaints, coordinating with architects and Certified Access Specialists (CASps), reviewing agreements with architects and contractors, reviewing lease and franchise agreements, reviewing purchase agreements, developing due diligence checklists, system wide audits, and review of insurance policies that might cover access claims.

Further, Kurt regularly advises California employers in wage-and-hour, trade secret, discrimination, harassment, retaliation, wrongful termination, whistleblower, traditional labor law, arbitration, collective bargaining, employee privacy, due process and government ethics. He has deep experience with public employee bargaining, public employee due process, the California Public Records Act, the Public Safety Officers Procedural Bill of Rights Act, the NLRA, RLA, and section 13(c) of the Federal Transit Act. In addition, Kurt serves as national employment counsel for a Silicon Valley based *Fortune 500* company, including coordination of outside litigation counsel in other states.

### Public Procurement & Contracting

As we mentioned above, **Nicole Witt** has the relevant experience to assist RTD. In addition we propose the following team:



**Catherine Groves (Senior Counsel – 10 years of experience)** serves as outside general counsel to numerous local government agencies and advises on a wide variety of legal issues. Her clients include transit districts, water districts, fire district, cities, counties, and other special districts. Catherine has particular enthusiasm for, and expertise in, the evolving legal landscape of data security and privacy laws.

Catherine's areas of expertise within the public agency realm are expansive. She drafts, reviews, negotiates, and analyzes a wide variety of contracts in a team effort with procurement staff, project managers, and upper management, including agreements for technology, inbound licensing, software as a service (SaaS), professional services, goods, real estate, public works/construction, design-build and alternative project delivery, intergovernmental collaboration, and funding/grants. In addition, Catherine counsels clients regarding privacy policies, end-user license agreements, website terms and conditions, data breach response, and privacy issues in technology agreements.

She also advises clients on government ethics, governance laws, legislation, and constitutional issues, and frequently advises and trains clients on compliance with the Brown Act, Public Records Act, election laws, and conflict of interest laws and regulations.



**Dayna Louie (Associate – 3 years of experience)** drafts, reviews and analyzes a variety of contracts including agreements for technology, software as a service, professional services, goods, cooperative purchasing, and public works. She also assists the firm’s public agency clients with various legal issues such as the Brown Act, California Voting Rights Act, Public Records Act, governance, public works, and conflict of interest laws and regulations.

**Katherine Tsou (Associate – 6 years of experience)** See **DBE** section above.

### Real Property



**Laura Ratcliffe (Senior Counsel – 11 years of experience)** focuses her practice on public agency real estate matters. She has extensive experience drafting and negotiating easements, Purchase and Sale Agreements, cell tower leases, licenses, and other real property agreements. She has negotiated many large, complex real estate transactions for public infrastructure projects and rights-of-way. She also has experience with the eminent domain and pre-condemnation process and has worked successfully with real property negotiators, engineers, and other specialists to obtain favorable results for public agencies without the need for condemnation. She has assisted clients with drafting and negotiating Joint Powers Agreements and advising them on all aspects of JPA governance.



**Michael Conneran (Partner – 34 years of experience)** represents public agencies in matters involving real estate, transportation, and environmental law. He has played an active role in several acquisitions of railroad rights-of-way on behalf of public transportation agencies, including the purchase of the Caltrain commuter rail line from San Francisco to San Jose on behalf of the Peninsula Corridor Joint Powers Board. He also worked on the purchase of the Northwestern Pacific Railroad right-of-way between Napa and Mendocino counties by a consortium of agencies. He serves as General Counsel to several joint powers agencies.



**Alan Linch (Associate – 18 years of experience)** specializes in land use and environmental matters throughout California. He advises on local, state, and federal legislative and regulatory impacts on real estate development, including matters involving the entitlement process, California Environmental Quality Act (CEQA) compliance, and climate change.

Alan also counsels clients on commercial real estate matters involving leasing, financing, and transactional due diligence.

### Construction Law/Infrastructure



**David Gehrig (Partner – 27 years of experience)** assists wide variety of public agency clients, including transit districts, water transit districts, counties, health care districts and cities with a full range of public works construction issues. He has worked on numerous large-scale infrastructure projects from the drafting of the contract specifications, through the bid process, to contract completion and claims resolution. He has considerable experience with contract award disputes, prevailing wage laws, subcontractor substitution issues and bidder pre-qualification. He is well versed in alternative project delivery methods such as design-build. Recently, David acted as the lead attorney for Caltrain's CalMod Project, a complex design-build contract to convert the rail system to overhead electrical power. He has also successfully resolved several stop notice lawsuits for public agency clients.

Design-build contracting is increasingly being recognized as a more effective project delivery method for public agencies. David has written papers and presented at conferences on design-build contracting for a number of years, and has considerable recent experience on a number of large-scale progressive design-build infrastructure projects in California. David is also familiar with the wider range of alternative project delivery methods, and has assisted clients with CM at Risk contracts, lease-leaseback contracts, and public-private partnership arrangements. He works closely with clients to identify which available project delivery methods are best suited for a particular project. David is a member of the California Special Districts Association Public Works Expert Feedback Team.

### Environmental Law



**Nathan Metcalf (Partner – 17 years of experience)** advises clients on environmental and water law. He has experience in NEPA/CEQA, both in providing compliance advise to public agencies, and in litigating NEPA and CEQA lawsuits. His experience also includes environmental due diligence, remediation and development of contaminated properties, environmental reporting requirements, hazardous waste management, environmental permitting, Prop 65, UST clean-up, and endangered species.

Nathan has appeared before numerous administrative and judicial proceedings including, the Ninth Circuit Court of Appeals, California Superior Court, the California State Water Resources Control Board, the Nevada State Engineer and a Bureau of Land Management, Administrative Law Judge.

**Alan Linch (Associate – 18 years of experience)** Please see **Real Property** section above. Additionally, we would like to highlight Alan's prior experience working for the United States Department of Justice's Environment and Natural Resources Division, where he focused on natural resources defense, federal land management, water law, and National Environmental

Policy Act (NEPA) compliance. He also served in the United States Environmental Protection Agency's Superfund (CERCLA) enforcement and compliance office in Washington, DC.

### Detailed Staffing Plan

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We think it is important to note that we have a very low attorney turn-over rate at Hanson Bridgett. However, should a key team members assigned to work on RTD matters decide to leave the firm, we would ensure the substitution of another attorney, with appropriate experience and fit with RTD culture and that is mutually agreed upon, as part of the team. We have built a strong Government Practice Group and will continue to make additions as necessary to maintain appropriate attorney coverage for our clients like RTD. This is one reason why we always seek to have at least two attorneys who are up to date on any client's matters so that in the event of an unexpected absence, there would be continuity in representation.

Hanson Bridgett approaches General Counsel roles with and as a team; when one or two members of a team are unavailable, we ensure clients know where to turn for assistance. To that end, Hanson Bridgett adopted an agile workforce methodology many years ago, which provides attorneys and staff with remote access to computers from home and when traveling. In addition, every attorney in the firm has a cell phone with access to email and voicemail while outside the office, and an assistant who can reach the attorney. If an attorney is on vacation or otherwise unavailable, another team member who is informed of the status of a particular matter is designated to assist the client at a moment's notice and to bring in the primary attorney as needed or requested. This is the same approach that Hanson Bridgett has used in support of RTD in recent years—with success and minimal disruption to the client.

### F. Implementation Plan

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We understand the importance of delivering the highest level of responsive client service that is both economical and efficient. To that end, and as we detailed in greater length above, all legal services will be handled by, or will flow through, Julie Sherman as General Counsel and/or Nicole Witt as Deputy General Counsel. As General Counsel, Julie will be responsible for the range of legal issues in which RTD and staff are involved, and will serve as direct advisor to the Board of Directors and staff.

We anticipate that there will be a transition period, during which we would gather information and institutional knowledge about RTD, and meet with key staff and stakeholders, including the retiring General Counsel if available. We would be pleased to meet with these members of RTD in person – or via phone or video teleconference if it is preferred. We will take this opportunity to build upon our existing relationships with key staff in order to get to know one another better and get up to speed on pressing legal matters.

Hanson Bridgett public agency attorneys appreciate the financial constraints under which governmental entities must operate. We routinely develop legal budgets and match the appropriate skill and experience level to the task required. We minimize duplication of effort and leverage our knowledge bank by standardizing common procedures, formats and templates as appropriate. We take the time to mentor, train, and supervise associates, who are recruited from top law schools and have excellent credentials, so that they quickly become proficient and work independently. The depth and breadth of our team enables us to be able to answer questions and produce results rapidly, but we also take the time to explore more deeply the legal nuances of complex matters when necessary.

The General Counsel is responsible for managing work and ensuring that RTD always receives our best effort. Our public agency clients uniformly find our invoices reasonable in relation to the value received. Hanson Bridgett uses advanced software for tracking time. We ordinarily bill time in increments of one tenth of an hour and provide a narrative that describes the work performed, and the value received, by subject matter, for all work performed. We view our billing entries as an effective means of communicating what we do for our clients and pride ourselves on providing timely, thoughtful and clear invoices that fully describe the work we perform.

All billing entries and invoices are reviewed by the General Counsel for accuracy, value, and efficiency. We encourage an open dialogue about invoices and are happy to discuss them at any time.

## G. Sample Contract

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We can comply with both the Sample Contract as well as the Insurance Requirements.

## H. All Required Forms

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Please see Appendix D for completed required forms.

### 1.16 Price Proposal

Please see attached for our price proposal. We understand and agree that all costs proposed for this project must meet the standards for reasonable, allowable, and allocable in accordance with the cost principles of Part 31 of the Federal Acquisition Regulations (48 C.F.R., Part 31).

## Appendix A. Resumes for Proposed Hanson Bridgett Team

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## Julie A. Sherman

### Partner

Julie advises local government agencies on a wide variety of legal issues. Her clients include transportation districts, water districts, and cities. She also assists public agencies throughout California operating bus, rail and ferry service.

Julie's areas of expertise within the public agency realm are expansive. She advises clients on government ethics, governance laws, legislation, constitutional issues, construction law and civil rights law compliance. Julie serves as the General Counsel of the Santa Cruz Metropolitan Transit District and the Mid-Peninsula Water District. Additionally, she assists clients with Federal Transit Administration, Federal Railroad Administration and Federal Highway Administration grant conditions, cooperative and funding agreements, Public Records Act and Brown Act compliance, public procurement and contracting, professional service agreements, communication site leases, and billboard leases.

Additionally, Julie has experience in public sector contracting issues, including representing public entities in the area of public works contracts, contract negotiations of all types, and bid protests relating to complex state and local procurements. She regularly advises public entities on compliance with federal Buy America requirements.

Julie is passionate about providing pro bono assistance to various organizations and serves as the Chair of the firm's Pro Bono committee.

#### Publications

"California Enacts Privacy Law for Local Agencies: SB 272, Disclosure of Enterprise Systems," co-author, *Public Agency Law Alert* (November 2015)

"Court of Appeal Allows Reverse California Public Records Act Lawsuit," co-author, *Public Agency Advisory* (April 2012)

"Executive Compensation and Brown Act Requirements," co-author, *Public Agency Advisory* (March 2012)

"Non-Capital Expenses May Not Qualify as a 'Special Benefit' Under Prop 218," co-author, *Public Agency Advisory* (July 2011)

"Ruling Affects Additional Insured Coverage for Public Entities," co-author, *Public Agency Advisory* (March 2010)

#### San Francisco

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Hanson Bridgett LLP  
425 Market Street, 26th Floor  
San Francisco, CA 94105

415-995-5185 Direct Phone  
415-995-3592 Fax

[jsherman@hansonbridgett.com](mailto:jsherman@hansonbridgett.com)

#### Practices/Industries

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Government  
Government Ethics  
Infrastructure  
Nonprofit Law  
Public Transit & Transportation  
Technology  
Water Law

Julie A. Sherman

Partner



## **Presentations**

"Technology and the Public Records Act: Recent Legal Developments and Current Challenges," co-presenter, California Special Districts Association (April 2016)

"To Advertise or Not To Advertise, That is the Question," APTA Legal Affairs Conference (February 2016)

"Open Government; Private Emails: What Does Transparency Require?" co-presenter, Markkula Center For Applied Ethics (August 2015)

"Disruptive bus passengers," panelist, California Transit Association's 49th Annual Fall Conference & Expo (November 2014)

"Setting Retail Water Rates During Water Shortage Conditions," moderator, Water Shortage Seminar (April 2014)

"Effective Representation of Public Entities in Public Contracting," Strengthening Public & Private Sector Partnerships Program (March 2014)

"Hot Topics in Procurement," panelist, 2014 APTA Legal Affairs Seminar (February 2014)

"The CalTrain Experience," co-speaker, American Public Transportation Association Legal Affairs Seminar (February 2012)

## **Honors & Awards**

Northern California Super Lawyers Rising Stars (2017)

Pro Bono Attorney Honor Roll, Center for Gender and Refugee Studies (2012)

American Jurisprudence Award for Real Estate Transactions II

## **Professional Affiliations**

Leadership Council on Legal Diversity

## **Academic Distinctions**

Judicial Extern to Magistrate Judge Maria Elena James, United States District Court for the Northern District of California

## **Education**

J.D., University of California, Berkeley School of Law (2007)

B.A., *cum laude*, State University of New York at Buffalo (1989)

**Julie A. Sherman**

Partner



**Admissions and Courts**

California

**Professional Licenses**

U.S. Green Building Council LEED® Accredited Professional



## Nicole S. Witt

### Senior Counsel

Nicole's practice focuses on government and public agency law. She assists the firm's public agency clients with various legal issues such as public contracts and procurements and governance laws, including conflict of interest analyses. Nicole provides client training on government ethics laws, Brown Act, and Public Records Act compliance.

Nicole also assists clients in implementing recycled water and resource recovery and waste reductions projects, including complex design-build/operate agreements. Nicole also helps clients navigate unique project delivery challenges. Nicole drafts and advises clients on contracts in areas including public works, the purchase of goods and services, funding agreements, and real property.

Nicole is engaged in the rapidly developing legal and regulatory landscape of unmanned aircraft systems (drones) for commercial use and writes for the blog [hoverlaw.com](http://hoverlaw.com). Nicole assists public and private clients in navigating the legal landscape of drone use.

#### Publications

"Chapter 7: Public Contracting," reviewer, *Municipal Law Handbook* (2016)

"California Legislature Sends Six Drone Bills to the Governor's Desk," co-author, *HB Drone Law Blog* (September 2016)

"The Wild West of Commercial Drones—Why 2015 Could Be a Pivotal Year in California," co-author, *Public Law Journal* (May 2015)

#### Blog Posts

"Privacy Rights And Public Perception – What Didn't Change In COVID," *Drone Law* (March 2021)

"Remote Identification: The FAA Proposed Rule and Privacy," *Drone Law* (February 2020)

"Remote Identification: First Step in Expanded Drone Operations?," *Drone Law* (February 2020)

"Remote Identification: What's Next for Local Government Owners/

#### San Francisco

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425 Market Street, 26th Floor  
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415-541-9366 Fax

[nwitt@hansonbridgett.com](mailto:nwitt@hansonbridgett.com)

#### Firm Leadership

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Pro Bono Committee, Member

#### Practices/Industries

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Government

Public Transit & Transportation

Government Ethics

Infrastructure

Water Law

Nicole S. Witt  
Senior Counsel



Operators of Critical Infrastructure?," *Drone Law* (February 2020)

"Remote Identification: Why is the FAA's Rulemaking a Potential Game Changer?," *Drone Law* (February 2020)

"Mysterious Drones of Drones" *Drone Law* (January 2020)

"New Year: New Rulemaking" *Drone Law* (January 2020)

"Why Didn't Amazon Deliver My New Shoes Using a Drone?" *Drone Law* (November 2019)

"249 Grams—the Magic Number?," *Drone Law* (November 2019)

"Update on the (Slowly) Developing Preemption Landscape," *Drone Law* (September 2019)

"Further Delay of the FAA's Remote Identification Rulemaking," *Drone Law* (September 2019)

"Anti-Drone Technologies," *Drone Law* (September 2019)

"Hoverlaw Returns- Update from Marin County," *Drone Law* (September 2019)

"Update on California Drone Bills," co-author, *HB Drone Law Blog* (June 2016)

"Micro-Drone Report Released," co-author, *HB Drone Law Blog* (April 2016)

"California Legislative Update," *HB Drone Law Blog* (January 2016)

"Local Drone Regulations and Possible Federal Preemption," co-author, *HB Drone Law Blog* (December 2015)

"FAA Names Members of UAS Registration Task Force and Seeks Public Input on Proposed UAS Registration Framework," co-author, *HB Drone Law Blog* (October 2015)

"Legislative Update: California Drone Legislation," *HB Drone Law Blog* (April 2015)

"FAA Sued Over Failure To Propose Privacy Rules Related To Commercial Drone Use," *HB Drone Law Blog* (April 2015)

"Legislators Ask, Is California Law Ready For Drones?" *HB Drone Law Blog* (March 2015)

"New FAA Proposed Rule Does Not Slow California Lawmakers' Efforts To Regulate Drone Use," *HB Drone Law Blog* (February 2015)

## **Presentations**

"Cities and Drones: What City Leaders Need to Know about Unmanned Aerial Vehicles," National League of Cities City Summit (November 2016)

"Federal and State Law: Use and Regulation of Drones by Counties," Rural Counties Representatives of California Annual Meeting (September 2016)

Nicole S. Witt  
Senior Counsel



### **Professional Affiliations**

MMANC Women's Leadership Summit, 2016 & 2017 Planning Committee Member

### **Academic Distinctions**

CALI Award, Legal Writing and Research, Constitutional Law II

Witkin Award, Constitutional Law II

Moot Court Class, Best Oral Advocate

Tony Patiño Fellow

### **Education**

J.D., *cum laude*, University of California, Hastings College of the Law (2015)

B.A., *magna cum laude*, Loyola University Chicago (2007)

### **Admissions and Courts**

California

### **Languages**

Spanish



## Shayna Mittler van Hoften

### Partner

Shayna is the chair of Hanson Bridgett's Public Transit & Transportation Practice Group. She assists local government agencies with a variety of legal issues, and non-governmental entities with government-related challenges and opportunities. Shayna advises public sector clients on government ethics and governance laws, public procurements, contracting including negotiating intergovernmental agreements, ADA and other civil rights compliance, implementation of public grant programs, regulatory compliance, administrative procedures, incident/risk management and constitutional matters. She also assists local public agencies by drafting all forms of legislation and regulation.

Shayna serves as General Counsel for East Contra Costa Fire Protection District and the five retirement boards for employees and retirees of the Sacramento Regional Transit District. Her other local government clients include transit districts, cities, water districts, regional planning agencies, joint powers agencies, and hospital and health care districts. Shayna frequently advises and trains clients on compliance with the Brown Act, Public Records Act, election laws and conflict of interest laws and regulations. Shayna serves as the firm's primary AB-1234-compliant government ethics trainer.

Shayna works with public, private and individual clients in their efforts to support or oppose state and local initiatives, and in efforts to influence other agencies' rule-making proceedings, primarily by drafting written and oral public comment.

During law school, Shayna clerked for the city attorney for the City and County of San Francisco and Disability Rights Advocates. Shayna has been licensed to practice law in the State of California since 2004. Prior to attending graduate and law school, Shayna worked in state and federal government affairs in Washington, D.C.

#### Representative Work

Regularly assists public transit providers in complying with Title VI of the Civil Rights Act, including working together to analyze fare and service changes with potentially discriminatory effects on minority and low-income populations, and to develop Limited English Proficiency Language Implementation Plans.

Worked with public transit clients to develop context-specific policies for accommodation of electric personal assistive mobility devices for

#### San Francisco

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#### Firm Leadership

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Public Transit & Transportation  
Practice Leader

#### Practices/Industries

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Government  
Municipal and Public Agency  
Government Ethics  
Public Transit & Transportation

Shayna Mittler van Hoften

Partner



passengers with disabilities.

Co-drafted Proposition 86, which sought to fund health insurance coverage for approximately 800,000 uninsured children in California by raising the State tax on tobacco products.

## **Publications**

"Executive Order Relaxes Brown Act Requirements Further," Government Law Alert (March 2020)

"The Brown Act," *In the Loop with the Hanson Bridgett Government Group* Video Alert (June 2017)

"New Year, Renewed Board," *CA Special District. Volume 12, Issue 1* (January–February 2017)

"Why Take 8 Steps When You Can Get There In 4? The FPPC's New Conflict of Interest Regulations for Public Officials in California," *Public Law Journal* (March 2016)

"Conflict of Interest Regulations," *In the Loop with the Hanson Bridgett Government Group* Video Alert (June 2015)

"Ask the Experts: The Brown Act," *California Special Districts Association Magazine* (April 2015)

"New Gift Rules Effective January 1, 2012," Government Law Alert (December 2011)

## **Presentations**

"ADA Accessibility Issues," co-presenter, American Public Transportation Association (April 2022)

"A Revenue Cornucopia: One Special District's Comprehensive Approach to Raising Revenue," co-presenter, California Special Districts Association Webinar (August 2020)

"Going to the Ballot" Association of California Healthcare Districts (February 2018)

"Going to the Ballot?: Restrictions on the Use of Public Funds for Political Purposes," California Special Districts Association Conference (September 2017)

"Understanding Public Service Ethics Laws and Principles (AB 1234 Training)," co-speaker, Co-sponsored by the Institute for Local Government, CSAC Annual Conference (November 2016)

"Developing Policies to Promote Social Responsibility, Equity, and Engagement," moderator, CTA Annual Conference (November 2016)

"Glass Ceiling 2.0: Innovative Programs Closing the Gender Gap," co-speaker, WTS-SF South Bay (June 2016)

"Government Ethics Academy," co-speaker, Santa Clara University's Markkula Center for Applied Ethics (May 2016)

"Completing Statement of Economic Interest - Form 700", co-speaker, CSDA live webinar (March 2016)

"Since When does the FPPC Have Jurisdiction over Government Code Section 1090? A New Day for 1090 Advice

Shayna Mittler van Hoften

Partner



and Enforcement," co-speaker and moderator, County Counsels' Association Land Use Study Section (December 2015)

"Federal Transit Administration Lessons Learned / Problem Areas in Compliance," moderator, Title VI Workshop (October 2015)

Government Conflict of Interest Rules: "The only thing constant is change," co-speaker and moderator, County Counsels' Association Annual Conference (September 2016)

"Welcome to the Fishbowl: An Interactive Government Ethics Workshop," co-speaker, 2015 Annual CSDA Conference (September 2015)

"Watermark Her Voice Services: Finding Your Voice: Strategic Communication," (June 2015)

"Finding Your Voice: Strategic Communication," co-speaker, Watermark Her Voice Series (June 2015)

"Conflicts of Interest: Statutory and Regulatory Update," County Counsels' Association Land Use Study Section (April 2015)

"Conflicts of Interest: Statutory and Regulatory Update," Port of Oakland Port Attorney's Office (March 2015)

AB-1234-compliant Local Government Ethics Law Trainings, approximately 60 sessions (2006–2015)

"Projects, Procurements, Pitfalls and Plaintiffs: Smart Practices for Negotiating and Managing Public Contracts," moderator, MMANC Annual Conference (October 2014)

"Statutory Strategies, Regulatory Reviews and Counseling Clients: An Update on Conflict-of-Interest Rules Under the PRA and Section 1090," moderator, California Political Attorneys Association Conference (September 2014)

"Ballot Measures: Beyond the Basics," panelist, MMANC Annual Conference (November 2013)

"Disparate Impact, Disproportionate Burden, and Major Service Change Policies," "Public Engagement and Policy Development," "California Government Code Section 11135 and Title VI," "How to Complete a Fare Equity Analysis" and "How to Complete a Service Equity Analysis," moderator; and "Submitting a Title VI Program," presenter, Title VI Working Group Workshop (May 2013)

"An On-the-Ground Look at Transit Agency Title VI Compliance," American Public Transit Association Legal Affairs Seminar (February 2013)

"FPPC Compliance," Hanson Bridgett Public Agency Roundtable Series (February 2013)

"Current Issues in Public Agency Law," County Counsels' Association (September 2012)

"Campaign Financing, Election Law and FPPC Matters," Northern California County Counsels (March 2012)

"Surviving Title VI: Compliance, Audits, and Litigation," co-presenter, California Transit Association (November 2011)

"Learning to Share: Identifying the Benefits and Managing the Risks of Resource Sharing and Outsourcing in the Public Sector," co-presenter, MMANC Annual Conference (October 2011)

Shayna Mittler van Hoften

Partner



## Press

"3 Issues Buttigieg's DOT Will Tackle In The Biden Years, " *Law360* (February 2021)

"Biden Mask Mandate Fills Gap, But Enforcement Still Murky," *Law360* (February 2021)

"New Year, Renewed Board," *CA Special District Volume 12, Issue 1* (January–February 2017)

## Honors & Awards

MMANC Service Award (2011–2013)

MMANC Booster Award (2010)

## Professional Affiliations

East Bay Leadership Council, Board of Directors, present

Junior State of America Foundation, Board of Directors, Board President, present

League of California Cities, City Attorneys Department, Fair Political Practices Commission (FPPC) Committee (2011–2013)

Municipal Management Association of Northern California (MMANC), Women's Leadership Summit and Annual Conference Planning Committees (2009–2017)

California Political Attorneys Association, Regulatory Committee (2012–2015)

## Education

J.D., University of California, Berkeley School of Law (2004)

M.P.P., University of California, Berkeley (2003)

B.A., Pomona College (1997)

## Admissions and Courts

California

U.S. Court of Appeals for the Ninth Circuit

U.S. District Court for the Northern District of California



## Katherine M. Tsou

### Senior Counsel

Katherine's practice focuses on public agency law. She assists transportation agencies, cities, counties, special districts, joint exercise of powers authorities, and other local agencies with procurements, contracts, the California Public Records Act, the Brown Act, and government ethics, among other areas of law.

Katherine assists public agencies with all aspects of the public procurement process, including reviewing solicitations, advising on state and federal procurement requirements, handling public contract protests, responding to requests for procurement records, and advising on procurement matters related to federal Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE) regulations. She has worked on a wide range of procurements for services and goods, including federally assisted procurements, complex procurements with multiple phases, and procurements related to maintaining and purchasing public transit vehicles. Katherine also drafts and reviews procurement policies, procedures, and templates, and provides trainings on procurement best practices.

Katherine advises public agencies on matters related to public meetings, requests for public records, agency policies and procedures, and conflicts of interest. She drafts and reviews ordinances, policies, resolutions, governance documents, staff reports, cooperative agreements between agencies, and funding agreements between public and private entities. Katherine provides trainings to public agency officials and employees on ethics laws concerning financial interests, government transparency, and fair processes.

After graduating from law school, Katherine served as a CROWN (Climate, Renewable Energy, Open Space, Water and Natural Resources) Attorney Fellow at the Sonoma County Counsel's Office where she advised county departments on matters related to public finance, code enforcement, land use, and public works. Prior to joining Hanson Bridgett, she also served as Deputy Town Attorney for the Town of Corte Madera and interned at the San Francisco City Attorney's Office.

#### Presentations

"Understanding Public Service Ethics Laws and Principles (AB 1234)," California State Association of Counties Annual Meeting (November 2020)

#### San Francisco

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#### Practices/Industries

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Government  
Municipal and Public Agency

Katherine M. Tsou

Senior Counsel



"Virtual Board Meetings During COVID-19: Legal Requirements, Planning the Meeting and Practical Guidance,"  
Municipal Management Association of Northern California Webinar (June 2020)

### **Honors & Awards**

California Lawyers Association, Wiley W. Manuel Pro Bono Legal Services Award (2020)

### **Professional Affiliations**

Municipal Management Association of the Northern California, Annual Conference Planning Committee Member  
(2020)

### **Academic Distinctions**

UC Davis Law Review, Senior Notes and Comments Editor

UC Davis School of Law, Pro Bono Program Certificate

Witkin Award for Academic Excellence: Legal Research and Writing I and II, Public Finance, and Education Policy

### **Education**

J.D., University of California, Davis School of Law (2016)

B.A., summa cum laude, Loyola Marymount University (2013)

### **Admissions and Courts**

California



## Trevor T. Taniguchi

### Associate

Trevor Taniguchi is an accomplished attorney specializing in transportation and public agency law. He provides general and special legal counsel to cities and special districts, public works departments and regularly analyzes and negotiates agreements, including construction, professional services, information technology infrastructure, state transportation funding, and federal aviation. Trevor represents clients in a wide array of matters impacting public entities.

Trevor is adept at drafting development agreements, credit agreements, operating and exclusive negotiating agreements for large-scale residential and commercial projects. He also has experience overseeing regulatory and tax programs for public agency clients.

With a background as a former resource manager and certification analyst for the California Department of Transportation, Trevor is well-versed in navigating the industry's complexities and nuances. In addition, he has experience as a former consultant for several public agencies, including the City of Calexico & Colorado River Basin Regional Water Quality Control Board.

Outside of his law practice, Trevor serves as a Board Member for the Sacramento Asian Sports Foundation.

#### **Presentations**

"Homeless Encampments and the Law," Bay Area Council (May 2022)

#### **Honors & Awards**

Northern California Rising Star, SuperLawyers (2020-2022)

#### **Community Involvement**

Sacramento Asian Sports Foundation, Board Member (2019 – 2021)

#### **Academic Distinctions**

Witkin Award, Election Law

#### **Sacramento**

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#### **Practices/Industries**

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Government

Trevor T. Taniguchi  
Associate



**Education**

J.D., University of the Pacific, McGeorge School of Law (2016)

B.A., University of California, Santa Barbara (2008)

**Admissions and Courts**

California



## Gilbert J. Tsai

### Partner

Gilbert represents employers in a variety of employment-related litigation matters, including single and multi-plaintiff discrimination claims, harassment claims, wrongful termination claims, and wage and hour disputes. He has also assisted employers defending against meal and rest period, and disability discrimination class actions. In addition, Gilbert has expertise in traditional labor law covering union negotiations, grievance arbitrations and unfair labor practice claims, and has handled proceedings before the National Labor Relations Board and other agencies.

Gilbert counsels employers regarding their personnel policies and decisions to ensure compliance with state and federal law. He has experience advising employers in all matters related to employment law, including employee handbooks, FMLA/CFRA and other medical leave policies, collective bargaining issues, drafting severance and release packages, reductions in force, employment agreements, and matters involving trade secrets and confidential information.

#### Publications

"New Masking Guidance for California Employers," Labor & Employment Law Alert (March 2022)

"Top Five Issues for Employers to Address in a Remote Workplace," *Business Intelligence* (March 2021)

"Equal Employment Opportunity Commission Issues Updated Guidance for Employer COVID-19 Vaccination Programs," co-author, Labor & Employment Law Alert (December 2020)

"COVID-19: Top Ten Issues for Employers Considering Layoffs, Furloughs or Reduction in Hours," co-author, Labor & Employment Law Alert (April 2020)

"Notice to Employers: California WARN Act Notice Requirements Suspended," co-author, Labor & Employment Law Alert (March 2020)

"What The California Supreme Court's Kim v. Reins International California, Inc. Decision Tells Us About Settling PAGA Claims," co-author, Labor & Employment Alert (March 2020)

"Sex Trafficking Laws: Hospitality, Privacy and Potential Liability – What

#### San Francisco

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#### Firm Leadership

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San Francisco Market Leader  
Diversity & Inclusion Network,  
Member

#### Practices/Industries

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Labor & Employment  
Employment Class Actions  
Wine Law

Gilbert J. Tsai

Partner



Happens in That Hotel Room...Matters.," co-author, *Real Estate Law Alert* (February 2020)

"California Court Rules That 'Reporting Time Pay' Owed Even If Employees Are Not Required to Physically Report To Work," *Labor & Employment Alert* (February 2019)

"NLRB General Counsel Provides Employer-Friendly Guidance on Work Rules," *Labor & Employment Law Alert* (June 2018)

"California Appellate Court Provides Another Potential Defense To "Derivative" Wage Statement Claims," co-author, *Labor & Employment Law Alert* (May 2018)

"New Sexual Harassment Prevention Training Requirement For Local Agency Officials: FAQ & Compliance Tips ," co-author, *Labor & Employment Law Alert* (March 2017)

"A Year in Review: Notable Cases And New Laws For California Employers in 2016," co-author, *Labor & Employment Law Alert* (January 2016)

"Significant Cases and New Laws for California Employers in 2015," co-author, *Labor & Employment Law Alert* (January 2015)

"A Favorable Light on FAAAA Preemption," co-author, *The Transportation Lawyer* (August 2014)

"The NLRB General Counsel's Decision To Name McDonald's As A Joint Employer Threatens To Change The Franchise Model," co-author, *Labor and Employment Law Alert* (July 2014)

"Significant National Labor Relations Board Decisions in December 2012," *Labor & Employment Law Alert* (January 2013)

## **Presentations**

"Workplace Issues In the COVID Era," 2021 Annual Labor & Employment Webinar (January 2021)

"New Anti-Discrimination/Retaliation Obligations," co-speaker, Hanson Bridgett Labor & Employment Seminar (January 2016)

"Discrimination, Retaliation and Harassment Update Continued" and "Omnibus California Workplace Developments," co-speaker, Hanson Bridgett Labor & Employment Seminar (January 2015)

## **Honors & Awards**

California Lawyers Association, Wiley W. Manuel Pro Bono Legal Services Award (2019–2021)

Northern California Super Lawyers Rising Stars (2010-2017)

## **Professional Affiliations**

Asian Pacific Islander Legal Outreach, Board Member

Gilbert J. Tsai

Partner



American Bar Association

State Bar of California

**Academic Distinctions**

Note and Comment Editor, *American University Law Review*

Legal Rhetoric Deans Fellow

**Education**

J.D., *cum laude*, American University Washington College of Law (2006)

B.S., Cornell University (2001)

**Admissions and Courts**

California

U.S. District Court for the Central District of California

U.S. District Court for the Eastern District of California

U.S. District Court for the Northern District of California

U.S. District Court for the Southern District of California

**Languages**

Mandarin Chinese



## Diane Marie O'Malley

### Partner

Diane is a senior partner in Hanson's Labor and Employment Section. Her practice concentrates exclusively on representing employers mainly in the senior living and public transit industries. Diane has expertise in every aspect of the employment relationship and counsels clients on the liabilities that could arise from that relationship. Some of the areas in which Diane has experience in federal, state and agency forums include wrongful termination, discrimination, background checks, battery, misrepresentation, retaliation, negligent hiring, harassment, privacy, and wage disputes. She also drafts policies and procedures to protect her clients from legal exposure.

As Co-Chair of the Section's Class Action Practice Group, Diane has developed an expertise in state and federal courts and before the California Labor Commissioner and U.S. Department of Labor in wage-and-hour claims, including overtime, off-the-clock, meal and rest breaks, bonus calculations, business expense reimbursements, wage statement and audits.

For clients with unionized work forces, or for those clients facing union organizing campaigns, Diane brings significant expertise in traditional labor law covering union organizing, negotiations, grievance and interest arbitrations and unfair labor practice claims.

Diane's breadth of experience introduces both substantive and practical knowledge to each client engagement. Client advocacy impels all of Diane's interactions. Diane's singular purpose is to serve her clients' best interests whether that requires avoiding civil litigation or resolving litigation in its early stages. She has litigated cases for her clients in state and federal courts and before administrative agencies garnering complete defense victories through summary judgment motions in state courts and dismissal motions in federal courts.

Annually, Diane writes articles and provides training and seminars regarding new legal developments in federal, state and local laws. She is a frequently invited speaker at the California Assisted Living Association and LeadingAge California conferences. She also provides supervisor and board training in areas such as discipline, terminations, performance management, harassment and union organizing.

Diane also contributes her time to pro bono legal work programs. She is a former Hamilton Families board of director member, a San Francisco service provider to homeless families. She and other firm attorneys continue to assist Hamilton Families with pro bono legal services. Diane

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#### San Francisco

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#### Firm Leadership

Labor and Employment Class Action  
Practice Leader

---

#### Practices/Industries

Class Actions  
Government  
Health Care  
Labor & Employment  
Litigation & Dispute Resolution  
Senior Housing and Care  
Employment Class Actions

**Diane Marie O'Malley**

Partner



also donates her time to the Swords to Plowshares' Pro Bono Legal Services Program.

## **Publications**

"U.S. Supreme Court Finds That Individual PAGA Claims Can Be Compelled To Arbitration," Labor & Employment Law Alert (June 2022)

"U.S. Supreme Court Permits Mandatory COVID-19 Vaccination Program To Proceed Without Religious Exemption, But EEOC Continues the Exemption In Latest Guidance," Labor & Employment Law Alert (November 2021)

"CA Supreme Court Ruling on Meal and Rest Premium Pay Will Force Employers to Take Action," Labor & Employment Law Alert (July 2021)

"Third Time's A Charm: Cal/OSHA Standards Board Passes Revisions To Its COVID-19 Emergency Temporary Standard After Two Aborted Attempts," Labor & Employment Law Alert (June 2021)

"Important Update to the COVID-19 Emergency Temporary Standards," Labor & Employment Law Alert (June 2021)

"Cal/OSHA Passes Revisions to its COVID-19 Emergency Temporary Standards," Labor & Employment Law Alert (June 2021)

"EEOC Issues May 28 Updated FAQs For Employer COVID-19 Vaccination Programs," Labor & Employment Law Alert (June 2021)

San Francisco Court Declines to Halt Enforcement of Cal/OSHA Emergency Temporary Standard Regulations, Labor & Employment Law Alert (February 2021)

"Equal Employment Opportunity Commission Issues Updated Guidance for Employer COVID-19 Vaccination Programs," co-author, Labor & Employment Law Alert (December 2020)

"Cal/OSHA Issues FAQ Guidance Regarding Its COVID-19 Emergency Temporary Standard," co-author, Labor & Employment Law Alert (December 2020)

"California's Occupational Safety and Health Standards Board Passes an Extensive COVID-19 Emergency Regulation Regarding The Spread Of COVID-19 In Workplaces," co-author, Labor & Employment Law Alert (November 2020)

"New California Employment Laws for 2021," co-author, Labor & Employment Law Alert (October 2020)

"New Bill Expands Cal/OSHA Enforcement Rules Over COVID-19 Related Illnesses For All Employers," co-author, Labor & Employment Law Alert (September 2020)

"California's New Supplemental COVID-19 Paid Sick Leave Law," co-author, Labor & Employment Law Alert (September 2020)

"New York Federal District Judge Rejects Key Aspects of the Families First Coronavirus Response Act (FFCRA)," co-author, Labor & Employment Law Alert (August 2020)

"Business Realities in the Age of COVID-19," co-author, Seniors Housing Business (June 2020)

Diane Marie O'Malley

Partner



"First Group of COVID-19 Cases Filed in California Federal and State Courts Includes Class and Individual Claims Brought On A Variety of Grounds," *Labor & Employment Law Alert* (June 2020)

"Employers Need to Check for Local COVID-19 Emergency Paid Sick Leave Ordinances," co-author, *Labor & Employment Law Alert* (April 2020)

"Protecting Employees on the Front Lines: Interim Cal/OSHA Guidance for Skilled Nursing and Long-Term Care Facilities," co-author, *Labor & Employment + Senior Housing and Care Law Alert* (April 2020)

"The CARES Act Increases Unemployment Compensation Coverage and the DOL Clarifies Exemptions to the FFCRA," co-author, *Labor & Employment Law Alert* (March 2020)

"What The California Supreme Court's *Kim v. Reins International California, Inc.* Decision Tells Us About Settling PAGA Claims," co-author, *Labor & Employment Alert* (March 2020)

"New California Employment Laws for 2020," *Labor & Employment Alert* (November 2019)

"Will a New 'Gig Worker' Law Drive Contractors to Extinction?," *Mcknight's Long-Term Care News* (November 2019)

"Uber, Lyft, and DoorDash Attempt a U-Turn on AB 5 via New Ballot Initiative," *Labor & Employment Alert* (November 2019)

"Successor Employers Acquiring Unionized Workforces Benefit From NLRB Decision," co-author, *Labor & Employment Law Alert* (April 2019)

"California Court Rules That 'Reporting Time Pay' Owed Even If Employees Are Not Required to Physically Report To Work," *Labor & Employment Alert* (February 2019)

"Employers Win This Round: CA Court of Appeal Upholds Employer's Rounding Policy," co-author, *Employment Class Action Alert* (June 2018)

"Good News For Employers: In the Aftermath of the SCOTUS Class Action Waiver Case, A Los Angeles County Superior Court Dismisses Class Claims and Orders Claims Brought Individually in Arbitration," *Employment Class Action Law Alert* (June 2018)

"Revisiting Alvarado: 'Work Week v. Pay Period' Question Remains," *HB Briefly* (June 2018)

"Social Media: Connections with Residents and Employees - Issues and Concerns," co-author, *LeadingAge California Engage Magazine* (May 2018)

"U.S. Supreme Court Holds That Class Action Waivers Do Not Violate The NLRA," *Employee Class Actions Law Alert* (May 2018)

"Alvarado v. Dart Container Corporation Clarifies Overtime Calculation When Employees Earn Flat Sum Bonuses," *Labor & Employment Law Alert* (March 2018)

"Year 2017 Employment Law Developments for CALA Members," *California Assisted Living Association Newsletter* (November 2017)

"How Can Employers Let The Air Out Of Ballooning Whistleblower Claims," *USLAW Magazine* Fall/Winter Issue

Diane Marie O'Malley

Partner



(September 2017)

"Court Affirms That Healthcare Employees Working 12+ Hour Shifts Can Waive One of Their Two Meal Periods," co-author, *Labor & Employment Law Alert* (March 2017)

"California Supreme Court Confirms that Labor Code Section 226.7 and IWC Wage Order No. 4 Prohibits On-Duty and On-Call Rest Periods," co-author, *Labor & Employment Law Alert* (December 2016)

"The New SB 1234 – A State-Run Retirement Program for Private Sector Employees: The California Secure Choice Retirement Savings Program," co-author, *CALA Update* (December 2016)

"Reminder: Minimum Wage Increases Effective January 1, 2017," co-author, *Labor & Employment Alert* (November 2016)

"Palo Alto, Los Altos, and San Mateo Raise Minimum Wage," *Labor & Employment Law Alert* (September 2016)

"City of Berkeley Passes New Paid Sick Leave and Minimum Wage Ordinance," co-author, *Labor & Employment Law Alert* (September 2016)

"San Diego's City Council Approves The Voter Passed Minimum Wage And Paid Sick Leave Ordinance... With A Few Important Modifications," co-author, *Labor & Employment Law Alert* (July 2016)

"Los Angeles and San Diego Join The Fray With New And Expanded Sick Leave and Minimum Wage Laws," co-author, *Labor & Employment Law Alert* (June 2016)

"Employers Doing Business in the Cities of Los Angeles and San Diego Must Address New, Expanded Sick Leave and Minimum Wage Laws," co-author, *CALA Legal Update* (June 2016)

"Employer Wellness Programs Face Challenges," *The National Law Journal* (April 2016)

"SB 358: California Employers Face Tough Equal Pay Law in 2016," co-author, *Labor & Employment Law Alert* (October 2015)

"SB 327 Renders *Gerard v. Orange Coast Medical Center* Moot," co-author, *Labor & Employment Law Alert* (October 2015)

"National Labor Relations Board Expands Joint Employer Standard: A Synopsis of the Ruling and Implications for Senior Living," *ASHA Legal Notes* (September 2015)

"What Senior Living Employers Should Know About Department of Labor Audits," *California Assisted Living Association News & Views Newsletter* (February 2015)

"*Mendiola v. CPS Security Solutions* Holding that Sleep Time is Compensable Time - Does the Ruling Apply to Senior Living Providers?" *California Assisted Living Association News & Views Newsletter* (January 2015)

"Ensuring Compliance With Criminal Background Checks," co-author, *American Seniors Housing Association Special Interest Brief* (July 2014)

"Unpaid Internships," *California Assisted Living Association News & Views Newsletter* (January 2014)

Diane Marie O'Malley

Partner



"Significant Cases and Laws for California Employers in 2014," *California Assisted Living Association News & Views Newsletter* (December 2013)

"New California Labor/Employment Legislation for 2012," *California Assisted Living Association Legal Update* (November 2011)

"New Proposed Rules by the National Labor Relations Board and U.S. Department Of Labor Significantly Limit Employers' Opportunities to Communicate with Employees During Union Organizing Campaigns," *American Senior Housing Association Senior Housing Legal Notes* (Summer 2011)

"Managing Employee Use of Social Media," co-author, *California Assisted Living Association Bulletin, Legal Update* (June 2010)

"California Labor and Employment Law Developments for 2010," co-author, *Labor and Employment Law Update* (March 2010)

"New Employment Law For 2010," *California Assisted Living Association Bulletin, Legal Update* (January 2010)

"How to Preempt and Effectively Counteract Union Organizing Activities," *American Seniors Housing Association Special Issue Brief* (Winter 2009)

"Employment Law Roundtable," *California Lawyer* (January 2009)

"Special Employment Edition," *California Assisted Living Association Bulletin, Legal Update* (January 2009)

"California Laws and Cases Bring New Challenges to Employers in 2007," *Employment Law Bulletin* (February 2007)

"Employers Must Pay for Employee 'Donning and Doffing' and More...," *Employment Law Bulletin* (January 2006)

"Minimum Wage Increase For Employers With San Francisco Employees Effective February 23, 2004," *Employment Law Bulletin* (February 2004)

"California Employment Legislation 2004," *Employment Law Bulletin* (January 2004)

## **Presentations**

"Work at Home; Care at Home," co-presenter, LeadingAge Annual Conference (May 2022)

"Return to Workplace Issues," California Lawyers Association 2021 Annual Meeting (September 2021)

"Reopening Your Workplace Part I - Navigating Vaccination & Accommodation Issues," "Reopening Your Workplace Part II - Tax and Wage & Hour Issues for Remote Workers; CAL/OSHA Compliance," and "Wage & Hour Issues for Remote Workers," 2021 Labor & Employment Mid-Year Update (June 2021)

"New COVID Laws and Regulations," 2021 Annual Labor & Employment Webinar (January 2021)

"Keeping Up With Current California Employment Law," LeadingAge CA Virtual Annual Conference (October 2020)

"Reopening Your Workplace: Safety, Testing, Privacy and Pay," Municipal Management Association of Northern

**Diane Marie O'Malley**

Partner



California Virtual Annual Conference (October 2020)

"Cal/OSHA Reporting for RCFEs (and all employers)," co-presenter, California Assisted Living Association Webinar (October 2020)

"COVID-19 Related Lawsuits," Hanson Bridgett Labor & Employment Mid-Year Briefing (June 2020)

"Reopening Your Workplace: Safety, Testing, Privacy and Pay," Hanson Bridgett Labor & Employment Mid-Year Briefing (June 2020)

"2020 Employment Case Updates," Hanson Bridgett Labor & Employment Mid-Year Briefing (June 2020)

"New and Pending Federal and CA State Laws 2020," Hanson Bridgett Labor & Employment Mid-Year Briefing (June 2020)

"Multiple Jobs, Alternative Work Schedules, Leaves & More," CALA's Virtual Summer Symposium (June 2020)

"2020 California Employment Laws," LeadingAge CA RISE Summit (February 2020)

"Wage and Hour & Class Action Update," co-presenter, Hanson Bridgett 2020 Labor & Employment Seminar (January 2020)

"Keeping Pace with Rapidly Changing Employment Laws & Trends," CALA Annual Fall Conference (November 2019)

"Keeping Pace with Rapidly Changing Employment Laws & Trends," CALA Annual Spring Conference (June 2019)

"Wage & Hour Class Actions and Compliance: Addressing Emerging Issues in 2019 LIVE Webcast," presenter, The Knowledge Group (January 2019)

"Current Employment Issues," presenter, CAHF - Orange County Chapter (September 2018)

"High Times: How Do Recent Laws Regarding Recreational Marijuana Impact the Workplace?" Hanson Bridgett Labor & Employment Seminar (January 2018)

"New Year, New Focus on Recruiting Issues: Lessons from 2017 on Discrimination, Harassment, and Retaliation," Hanson Bridgett Labor & Employment Seminar (January 2018)

"How to Interpret and Comply with New DFEH Regulations Regarding Transgender Employees: Emerging Issues and Practical Tips," Hanson Bridgett Labor & Employment Seminar (January 2018)

"Proactive Strategies for Coping with Workplace Class Action Claims Before Litigation," Hanson Bridgett Labor & Employment Seminar (January 2018)

"Pregnancy-Based Leave, Accommodation, And Other State And Federal Compliance Obligations Explained," co-presenter, CALPELRA 2017 Conference (December 2017)

"Wage and Hour Update 2017," LeadingAge LA Region Education Summit (April 2017)

"New Laws Since January 2016," Hanson Bridgett Labor & Employment Mid-Year Briefing (July 2016)

**Diane Marie O'Malley**

Partner



"2016 Labor and Employment Developments," 2016 CALA Spring Conference (June 2016)

"California Labor Law – Are You Prepared?" 2016 LeadingAge California Policy and Leadership Summit (February 2016)

"Federal and California Wage and Hour Developments," co-speaker, Hanson Bridgett Labor & Employment Seminar (January 2016)

"Human Resources Best Practice Exchange," LeadingAge CA (January 2016)

"Confronting Racism in Dementia Care," California Assisted Living Association (October 2015)

"50 Legal Tips in 50 Minutes – Presented in Non-Legalese," SHINE Senior Care HR Innovation, Networks & Engagement Summit (October 2015)

"ADA and the Interactive Process," Aegis Living General Manager/Health Services Director Regional Meeting (April 2015)

"Wage and Hour Case Update: 2014 Cases and Developments," Hanson Bridgett Labor & Employment Seminar (January 2015)

"Top Workplace Trends and Challenges," 2014 CALA Fall Conference (October 2014)

"Ask the Attorney —What Legal Questions Are Bothering You?," co-presenter, and "Mobile Devices, Texting, and Social Media at Retirement Communities," co-presenter, LeadingAge California Annual Conference & Exposition (May 2014)

"Cutting-Edge HR Issues," LeadingAge California - Policy and Leadership Summit (March 2014)

"March 2014 – Department of Labor Proposed & Final Rules," Hanson Bridgett's Labor & Employment Seminar (January 2014)

"Human Resources Faculty," LeadingAge Human Resources Group Webinar (January 2014)

"Social Media - Employer Do's and Don'ts," LeadingAge, CA (May 2012)

"Union/Non-Union: What You Need to Know About Recent NLRB Activity," Aging Services of California (December 2011)

"Achieving Exceptional Employee Performance in a Down Economy," California Assisted Living Association (June 2010)

"Wage and Hour Class Action Lawsuits Against Assisted Living Communities," co-presenter, California Assisted Living Association Webinar (April 2010)

"What to Expect from Union Organizing in 2009—Card Checks & More," California Assisted Living Association Spring Conference (June 2009)

Labor and Employment Law Update (March 2009)

**Diane Marie O'Malley**

Partner



California Lawyer Employment & Labor Law Roundtable (December 2008)

"Vital Compliance Strategies for Managing Complex Employment Law Challenges Facing Public Sector Employers," Southern California Employment Law & HR Forum (November 2008)

"Public Sector Employment Law: Strategies for Managing Unique HR and Compliance Challenges Facing Government Entities," Northern California Employment Law & HR Forum (September 2008)

"Unionization: What's at Risk?" CALA Spring Conference (June 2008)

"Good Human Resource Management Can Prevent Unionization," co-presenter, Northern California Assisted Living Association Seminar (March 2008)

"Good Human Resource Management Can Prevent Unionization," Southern California Assisted Living Association Seminar (February 2008)

"Handling Employee Terminations," co-presenter, California Law Update (December 2007)

"Watch those Speedbumps! Quirky California laws often surprise lawyers involved in California-based transactions," American Bar Association (August 2007)

"What You Should be Doing Before a Union Attempts to Organize Your Workforce," co-presenter (May 2007)

"Parental Rights in the California Workplace," Employer Resource Institute (October 2006)

## **Press**

"Amazon Aims to Head Off Suit by New York Over Worker Issues," Wall Street Journal (February 2021)

"Coronavirus: Oregon posts workplace outbreaks weekly, California has no such plan," The Mercury News (November 2020)

"Working From Home? Here Are Answers to Questions About Taxes, Expenses and Lunch," San Francisco Chronicle (April 2020)

"Uber, Lyft Marshal Forces as Fight Heats Up Over California Law on Gig Workers," The Wall Street Journal (December 2019)

"California Hospital Workers Can Waive Required Meal Period," Healthcare Risk Management (June 2017)

"3 'Ban the Box' Mishaps Employers Should Steer Clear Of," Law360 (June 2017)

"Cities and counties need to prepare for new overtime rules," American City & County Magazine (June 2016)

## **Professional Affiliations**

Member, Advisory Board, The Center for Labor and Employment Law, St. John's University School of Law

Diane Marie O'Malley

Partner



Bar Association of San Francisco, Labor and Employment Section

Globalaw Labour Business Initiative

### **Education**

J.D., St. John's University School of Law

M.A., State University of New York at Albany

B.A., Molloy College for Women

### **Admissions and Courts**

California

New York

Supreme Court of the United States

U.S. Court of Appeals for the Ninth Circuit

U.S. Court of Appeals for the Third Circuit

U.S. Court of Appeals for the Second Circuit

U.S. District Court for the Northern District of California

U.S. District Court for the Eastern District of California

U.S. District Court for the Central District of California

U.S. District Court for the Southern District of New York

### **Professional Licenses**

Accredited Attorney with the U.S. Department of Veterans Affairs



## Elizabeth J. Masson

### Partner

Liz focuses her practice on employee benefits law. She represents public and private employee benefit plan sponsors and fiduciaries in all aspects of compliance with the Internal Revenue Code, the Employee Retirement Income Security Act, the Affordable Care Act, COBRA, HIPAA, and various federal and state labor and employment laws.

Liz advises governmental and private employers on a variety of legal issues related to:

- fiduciary duty rules
- tax qualification requirements
- plan documents, restatements and amendments
- tax reporting
- negotiating and contracting with third-party service providers
- participant communications.

Liz has extensive experience working with governmental and private employers, including public sector retirement systems and active employee and retiree health plan sponsors, in all areas of plan design, tax-qualification, and administration. She also has experience advising multiemployer plans and contributing employers, and other collectively bargained plan sponsors.

Before joining a law firm, Liz served as a law clerk for the National Labor Relations Board's Division of Judges, and as a legal extern with Region 20 of the National Labor Relations Board.

#### Publications

"Form W-2 Reporting Requirement for COVID-Related Paid Leave Could Apply to Governmental Employers This Year," Employee Benefits Law Alert (January 2022)

"Changes to Employer Health Coverage Reporting Under the ACA" Employee Benefits Law Alert (January 2022)

"New Law Shifts Liability for Certain CalPERS Benefit Overpayments to Employers," Employee Benefits Law Alert (November 2021)

"IRS Issues Last-Minute Guidance on Deferral of Employees' Social Security Withholding," Employee Benefits Law Alert (August 2020)

#### San Francisco

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#### Firm Leadership

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Pro Bono Committee, Member  
Women's Impact Network, Member

#### Practices/Industries

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Employee Benefits

Elizabeth J. Masson

Partner



"California Supreme Court Upholds Pension Reform Changes As Constitutional," Employee Benefits Law Alert (July 2020)

"IRS Provides Rules for W-2 Reporting of COVID Paid Leaves," co-author, Employee Benefits Law Alert (July 2020)

"DOL Issues New Proposed Fiduciary Rule," Employee Benefits Law Alert (July 2020)

"IRS Issues Guidance on 2020 Waiver of Required Minimum Distributions," co-author, Employee Benefits Law Alert (July 2020)

"IRS Issues Guidance on COVID-19 Leave-Based Donation Programs," co-author, Employee Benefits Law Alert (July 2020)

"IRS Issues CARES Act Guidance for Retirement Plans," Employee Benefits Law Alert (June 2020)

"Email Option Added to Final Electronic Disclosure Rule for Retirement Plans," Employee Benefits Law Alert (May 2020)

"IRS Issues Cafeteria Plan Relief to Address COVID-19 Pandemic," Employee Benefits Law Alert (May 2020)

"Employee Benefit Plan Deadlines Extended Due to COVID-19," Employee Benefits Law Alert (May 2020)

"Relief for Employee Benefit Plan Fiduciaries Due to COVID-19," Employee Benefits Law Alert (May 2020)

"Local Governments Can Use the CARES Act to Help Employees Affected by COVID-19," *American City & Counsel* (May 2020)

"COVID-19 Related Employee Benefits Issues for Governmental Employers," co-author, Employee Benefits Law Alert (April 2020)

"COVID-19 Emergency Paid Leave and Other Leave-Related Benefits," co-author, Employee Benefits Law Alert (April 2020)

"UPDATED: IRS and DOL Issue COVID-19 Related Tax Credit Guidance," co-author, Employee Benefits Law Alert (April 2020)

"IRS Form Released for Advance Payments of COVID-19 Payroll Tax Credits," co-author, Employee Benefits Law Alert (April 2020)

"COVID-19: Top Ten Issues for Employers Considering Layoffs, Furloughs or Reduction in Hours," co-author, Labor & Employment Law Alert (April 2020)

"Additional Payroll Tax Credits for Small and Large Employers Under the CARES Act," co-author, Employee Benefits Law Alert (March 2020)

"Group Health Plan and Cafeteria Plan Issues Related to COVID-19," co-author, Employee Benefits Law Alert (March 2020)

"CARES Act – Important Changes to 401k or other Retirement Plans," co-author, Employee Benefits Law Alert (March 2020)

Elizabeth J. Masson

Partner



"IRS and DOL Issue COVID-19 Related Tax Credit Guidance," co-author, *Employee Benefits Law Alert* (March 2020)

"Employee Benefits Questions and Answers Related to COVID-19," co-author, *Employee Benefits Law Alert* (March 2020)

"Ignorance Is Bliss (If You Are an ERISA Plaintiff)," co-author, *Employee Benefits Law Alert* (February 2020)

"Retirement Plan Changes and 'Cadillac Tax' Repeal Included in Domestic Appropriations Package," co-author, *Employee Benefits Law Alert* (December 2019)

"California Individual Mandate for Health Coverage Takes Effect in 2020," co-author, *Employee Benefits Law Alert* (December 2019)

"IRS Extends Deadline for Providing Health Coverage Forms to Employees Under the ACA, but Not the IRS Filing Deadline," *Employee Benefits Law Alert* (December 2019)

"Text Me?' Proposed Electronic Disclosure Rule Would Allow Greater Flexibility for Retirement Plans," co-author, *Employee Benefits Law Alert* (November 2019)

"CalSavers State-Sponsored Retirement Plan Has Officially Launched," co-author, *Employee Benefits Law Alert* (September 2019)

"Employers May Offer Two New Types of Health Reimbursement Arrangements in 2020," co-author, *Employee Benefits Law Alert* (July 2019)

"Ninth Circuit Rules ERISA Pension Plan Must Pay Survivor Benefits to Registered Domestic Partner," *Employee Benefits Law Alert* (June 2019)

"New IRS Rules Allow Retirement Plan Sponsors to Self-Correct Broader Range of Plan Failures," co-author, *Employee Benefits Law Alert* (May 2019)

"IRS Issues Proposed Regulations to Relax 401(k) Plan Hardship Distribution Rules," co-author, *Employee Benefits Law Alert* (December 2018)

"IRS Extends Deadline for Providing Health Coverage Forms to Employees under the ACA, But Not the IRS Filing Deadline," co-author, *Employee Benefits Law Alert* (December 2018)

"Buy Me Some Peanuts and Crackerjacks? IRS Provides Guidance on Tax Deductions for Business Meals Provided with Entertainment," co-author, *Employee Benefits Law Alert* (October 2018)

"Health & Welfare Benefits, Checklist - Association Health Plan Compliance for Employers," *Bloomberg Law* (September 2018)

"ACA: 4 Things Employers Should Focus on This Fall," *BenefitsPRO* (August 2018)

"Lessons for Defined Contribution Plan Fiduciaries from Current Litigation," *Employee Benefits Law Alert* (July 2018)

"Three Things about the Affordable Care Act Employers Need to Focus on Now," co-author, *Employee Benefits Law Alert* (July 2018)

Elizabeth J. Masson

Partner



"DOL Finalizes Rules to Expand Access to Health Plans for Small Businesses," *Employee Benefits Law Alert* (June 2018)

"New ERISA Disability Benefit Claims and Appeals Rules Take Effect April 2, 2018," co-author, *Employee Benefits Law Alert* (March 2018)

"IRS Extends Deadline for Providing Health Coverage Forms to Employees, But Not the IRS Filing Deadline," co-author, *Employee Benefits Law Alert* (January 2018)

"New Rules Would Expand Access to Association Health Plans for Small Businesses," co-author, *Employee Benefits Law Alert* (January 2018)

"IRS Issues 401(k) Safe Harbor Hardship Distribution Substantiation Guidelines," co-author, *Employee Benefits Law Alert* (March 2017)

"IRS Issues Updated ACA Guidance and Extends Deadline for Providing 1095-C Forms to Employees," co-author, *Employee Benefits Law Alert* (January 2017)

"Is the ACA Dead Yet? Not So Fast," co-author, *Employee Benefits Law Alert* (November 2016)

"New ACA Rules for HRAs, Flex Credits and Opt-Out Payments," co-author, *Employee Benefits Law Alert* (September 2016)

"IRS Raises Stakes: New Trade Law Increases Penalties Applicable to Affordable Care Act Reporting Requirements," *Employee Benefits Law Alert* (August 2015)

"Chapter 14: Liability Issues Unique to Welfare Plans," Chapter Editor, *Employee Benefits Law* (2nd and 3rd eds.)

"Chapter 8: Regulation of Employee Health Care Benefit Plans," Chapter Editor, *Employee Benefits Law* (3rd ed.)

"Chapter 7: Tax Treatment of Welfare Benefit Plans," Chapter Editor, *Employee Benefits Law* (3rd ed.)

"Chapter 4: Reporting and Disclosure," contributing author, *Employee Benefits Law* (2nd ed.)

## **Presentations**

"ERISA Plan Fiduciaries," 2021 Employee Benefits Plan Fiduciaries Training (May 2021)

"Public Sector Plan Fiduciaries: 2021 Update," 2021 Employee Benefits Plan Fiduciaries Training (May 2021)

Presenter, Hanson Bridgett 2021 Annual Employee Benefits Update (February 2021)

"Legislative and Regulatory Update," presenter, Western Pension & Benefits Council SF Chapter (February 2019)

"Legislative and Regulatory Update," co-speaker, International Foundation of Employee Benefit Plans (IF) Annual Conference (October 2017)

"Health Plan Affinity Group: Health Care — Where Do We Go From Here?," speaker/moderator, National Association of Public Pension Attorneys 2017 Legal Education Conference (June 2017)

Elizabeth J. Masson

Partner



"Employee Benefits Update," co-speaker, Hanson Bridgett Employee Benefits Webinar (February 2017))

"Regulatory Potpourri - What current legal, regulatory and legislative issues are relevant to the success of our plans?", co-speaker, NAGDCA Annual Conference (September 2016)

"Experts' Guide to Employee Benefits Research," co-speaker, American Bar Association (November 2015)

"Affordable Care Act Compliance in 2015 and Other Updates in Employee Benefits," co-presenter, Hanson Bridgett Labor & Employment Seminar (January 2015)

"Health Care Reform Implementation for Small Employers," The Bar Association of San Francisco (September 2014)

"Wellness Programs, Final Regulations," co-presenter, Employee Benefits Committee of the ABA Section of Labor and Employment Law, Midwinter Meeting (February 2014)

"IRS and DOL Reporting Requirements," panelist, Employee Benefits Committee of the ABA Section of the Labor and Employment Law, Midwinter Meeting (February 2009)

"The New COBRA Requirements: A Management, Union, and Plaintiff Perspective on What Has Happened and What To Do About It," panelist, The Labor and Employment Law Section of The Bar Association of San Francisco (March 2009)

## **Press**

"With Coronavirus Cancellations, Workers Worry About Use-it-or-Lose-it FSA Money," San Francisco Chronicle (April 2020)

"Everything You Need to Know About the New 401(k) No-Penalty Withdrawals in the CARES Act," Fortune (April 2020)

## **Professional Affiliations**

Western Pension and Benefits Council

International Foundation of Employee Benefit Plans

ABA Employee Benefits Committee, Labor and Employment Section

Bar Association of San Francisco, Labor and Employment Section

State Bar of California, Labor and Employment Section

UC Hastings College of the Law Alumni Association

## **Education**

J.D., University of California, Hastings College of the Law (2005)

Elizabeth J. Masson

Partner



B.A., University of Colorado, Boulder (1986)

**Admissions and Courts**

California

U.S. Court of Appeals for the Ninth Circuit

U.S. District Court for the Northern District of California

U.S. District Court for the Eastern District of California



## Alexandra V. Atencio

### Partner

Alex represents a variety of public sector clients including cities, counties, transit agencies, special districts and regional planning entities in a wide range of civil matters in state and federal court. Alex also chairs the Public Sector Litigation Practice at Hanson Bridgett.

Alex litigates in areas including code enforcement, civil rights, public contracting, employment, land use, and disability access. She is experienced in civil rights and tort defense cases involving Section 1983 claims, Title II of the ADA, as well as dangerous condition of public property, design immunity, and other personal injury matters. Alex also provides risk management advice to public sector clients, including government claims procedures and defenses, as well as Brown Act and Public Records Act issues.

#### Representative Work

Secured a published 9th Circuitry victory on behalf of petitioner, a gay Nigerian client seeking asylum and protection under the Convention Against Torture in the United States after he was discovered being intimate with his boyfriend in a Nigerian hotel and was threatened with death as a result of that discovery. The Immigration Judge (IJ) found that the petitioner was not credible because he got the name of the hotel wrong, which led the IJ to find that the petitioner was not gay and did not face persecution in his home country. The IJ and Board of Immigration Appeals (BIA) denied all relief. Following expert briefing by Hanson Bridgett attorneys David Casarrubias, Breana Burgos, and Alexandra Atencio, and David's compelling oral argument, the Ninth Circuit granted the petition for review, holding the BIA failed to give "reasoned consideration" to all of the evidence. Further, the Ninth Circuit ruled that the petitioner's asylum application was not "frivolous" merely because he got the name of the hotel wrong. While potentially relevant to his asylum claim, the location of the hotel was not a central element of his asylum claim.

Won summary judgment in favor of a local public agency in a wrongful termination action alleging whistleblower retaliation. The court found the agency had a legitimate, non-retaliatory basis for the termination.

Won summary judgment in favor of a local public agency in a challenge to the agency's design immunity for lack of a median barrier. The court found that technological advances do not strip the agency of design immunity where no dangerous condition exists.

#### San Francisco

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#### Firm Leadership

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Public Agency Litigation Practice  
Leader

Pro Bono Committee, Member

#### Practices/Industries

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Government

Municipal and Public Agency  
Litigation & Dispute Resolution

Public Transit & Transportation

Public Sector Litigation

Class Actions

Alexandra V. Atencio

Partner



Won summary judgment in favor of a local public agency in a case involving a bicycle accident on the agency's property. The court found the agency entitled to trail immunity.

Won summary judgment in favor of a non-profit healthcare facility in a qui tam action alleging violations of the False Claims Act.

### **Publications**

"County's Exclusion Of Anti-Israel Bus Advertisement Did Not Violate 1st Amendment," *Litigation & Dispute Resolution Alert* (April 2015)

"Public Entities Risk Losing Design Immunity Where They Fail to Present Evidence Of Discretionary Approval Of A Design," *Public Agency Law Alert* (April 2014)

"New Ruling Affects Prelitigation Settlements of Wrongful Death Claims," *Litigation & Dispute Resolution Alert* (January 2012) (April 2012 – opinion ordered depublished)

"Risks of Using Social Media to Solicit Clients," *Litigation & Dispute Resolution Alert* (March 2012)

### **Presentations**

"A New Look at Design Immunity – Expanding Protection for Public Entities," California Special Districts Association Conference (September 2017)

"Design Immunity – A Valuable Tool for Avoiding Dangerous Condition Claims," Hanson Bridgett Public Agency Roundtable Series (August 2013)

### **Press**

"9th Circ. Says BIA Must Rethink Gay Nigerian's Torture Claim," Law360 (May 2022)

### **Professional Affiliations**

California Special District Association

State Bar of California

Bar Association of San Francisco

Women in Transportation International

### **Education**

J.D., *cum laude*, University of San Francisco School of Law (2003)

Alexandra V. Atencio

Partner



B.A., *magna cum laude*, Phi Beta Kappa, San Diego State University (1997)

**Admissions and Courts**

California

U.S. Court of Appeals for the Ninth Circuit

U.S. District Court for the Northern District of California

U.S. District Court for the Eastern District of California

U.S. District Court for the Central District of California



## Kurt A. Franklin

### Partner

Kurt focuses on overseeing complex, multi-party, class action, and civil rights and impact-litigation defense cases, regularly serving as lead counsel. In the private sector, he has represented franchisee groups and entire business communities in complex multi-party lawsuits. And in the public sector he has appeared before the California Supreme Court to represent more than 100 California cities and local government entities in an amicus effort.

Moreover, for almost 20 years, Kurt has advised businesses and state and local governmental entities about disability access laws. He is well versed in the Americans with Disabilities Act (ADA), the Unruh Act, the California Disabled Persons Act, Health & Safety Code sections 19955 et seq., the Fair Housing Act, the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and the California Access Compliance Building Regulations (Title 24). Clients seeking Kurt's help include the State of California, special districts, law firms, transit systems, schools and colleges, a prominent theater, associations, a management group that oversees sports stadiums, a major sporting event authority, a major California racetrack, an animal preserve, restaurants, hotels, clubs, franchisees, commercial building owners, nationwide and local shopping center owners, hospitals and other health care providers, apartments, senior communities, general contractors, architects and others. When multiple defendants are sued by the same plaintiff, Kurt's complex-litigation background has led to unique large defense-side group representations that can help clients minimize defense-side attorneys' fees and costs.

Kurt also works with clients to develop disability-access preventative strategies that include training, preparing responses to informal complaints, coordinating with architects and Certified Access Specialists (CASPs), reviewing agreements with architects and contractors, reviewing lease and franchise agreements, reviewing purchase agreements, developing due diligence checklists, system wide audits, and review of insurance policies that might cover access claims.

Further, Kurt regularly advises California employers in wage-and-hour, trade secret, discrimination, harassment, retaliation, wrongful termination, whistleblower, traditional labor law, arbitration, collective bargaining, employee privacy, due process and government ethics. He has deep experience with public employee bargaining, public employee due process, the California Public Records Act, the Public Safety Officers Procedural Bill of Rights Act, the NLRA, RLA, and section 13(c) of the Federal Transit Act. In addition, Kurt serves as national employment

#### San Francisco

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415-995-3482 Fax

[kfranklin@hansonbridgett.com](mailto:kfranklin@hansonbridgett.com)

#### Practices/Industries

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Appellate  
Class Actions  
Government  
Labor & Employment  
Litigation & Dispute Resolution  
Employment Class Actions  
Real Estate Litigation  
Family Office Services  
Wine Law

Kurt A. Franklin  
Partner



counsel for a Silicon Valley based Fortune 500 company, including coordination of outside litigation counsel in other states.

## Publications

"Reviewing an ADA Case Involving a Ship, Ninth Circuit Puts Burden on Plaintiff to Show Removing Barrier is Readily Achievable," co-author, *Labor & Employment Alert* (October 2020)

"Website Accessibility Lawsuits Continue to Trend Up," co-author, *Labor & Employment Alert* (January 2020)

"New Law Should Limit Disability-Access Litigation in California," co-author, *Labor & Employment Law Alert* (May 2016)

"The Defend Trade Secrets Act Opens Federal Courts To Claims Of Misappropriation Of Trade Secrets," co-author, *Labor & Employment Law Alert* (May 2016)

"Is Your Online Business Accessible To Persons With Disabilities?" co-author, *Technology Law Alert* (April 2016)

"What the Final New Airbnb Legislation Means for You, Your Tenants and Your Liabilities," co-author, *Land Use Law Alert* (October 2014)

"Governor Signs New Paid Sick Leave Law: Healthy Workplaces, Healthy Families Act of 2014 [AB 1522]," co-author, *Labor and Employment Law Alert* (September 2014)

"The NLRB General Counsel's Decision To Name McDonald's As A Joint Employer Threatens To Change The Franchise Model," co-author, *Labor and Employment Law Alert* (July 2014)

"Long Term Rules for Short Term Rentals," co-author, *SF Apartment Magazine* (June 2014)

"Reducing the Risk of an ADA Lawsuit," co-author, *Journal of the California Dental Association* (September 2013)

"Attack on Quick Service Restaurants - Escalating Campaign for Increased Minimum Wage and the Pending Fast Food Strike," co-author, *Labor & Employment Law Alert* (August 2013)

"As of June 1, 2013, Compliance Required for New Disabled Access Local Rules for Non-Residential Properties, Under San Francisco Administrative Code Section 38," *Hanson Bridgett Land Use Newsletter* (August 2013)

"Don't Become the Next Wage/Hour Target," *California Employer Daily* (November 2010)

"Do Aggressive Decisions Save Money?," *California Employer Daily* (November 2010)

"California Dreaming: 2008 ADA Amendments Make Federal Law More Like the Republic of California, Where Virtually Every Employee Can Claim a Disability," *Labor & Employment Law Update* (Winter 2008)

## Presentations

Kurt A. Franklin

Partner



"Unconscious Bias, Civil Rights Movements, and the Law," MCLE Marathon (January 2021)

"ADA Compliance and Accessibility Update," presenter, MCLE Marathon (January 2020)

"Elimination of Bias - ADA Compliance – Accessibility Issues," presenter, Land Use Fall 2018 Study Section Conference (November 2018)

"Sexual Harassment Preventing Training," California Special Districts Association (July 2018)

"ADA Compliance and Elimination of Bias in the Legal Profession," County Counsel's Association of California Probate and Mental Health Conference (October 2017)

"ADA Compliance & Elimination of Bias in the Legal Profession," County Counsel's Association of California Land Use Spring 2016 Conference (May 2016)

"Independent Contractor or Employee: Overview and Update," co-speaker, Hanson Bridgett Labor & Employment Seminar (January 2016)

"Meal Breaks and CA Sick Leave," co-presenter, Golden Gate Restaurant Association Webinar (June 2015)

"The Press is Downstairs and They Have Cameras," co-presenter, County Counsels' Association of California Annual Meeting (September 2014)

"Franchisor Liability Class Action Employment Claims - Consider Educating Franchisees on Risk, Mitigation, and Defense Strategy," GWFA Summer Meeting (June 2014)

"Social Media and Ethical Issues for Public Agency Attorneys," co-speaker, County Counsel Association of California – Land Use Spring Conference (May 2014)

"Elimination of Bias in the Legal Profession," co-speaker, County Counsel Association of California – Land Use Spring Conference (May 2014)

"ADA Compliance for Government Access Issues: Compliance, Risks and Strategies," County Counsel's Association of California (November 2013)

"Defending ADA Title III Lawsuits; Selected Laws and Strategies," Alameda County Bar Association (August 2013)

"Layoffs, RIFs, Severances and Releases: Making Your Releases Stick," Advanced California Employer Seminar (2007)

## **Press**

"SF's Chinatown Businesses Hit with Lawsuits by Prolific ADA Plaintiffs, Officials Vow Help," NBC Bay Area News (July 2021)

"Surfer gang harassment allegations dismissed by Palos Verdes officials, records show," Los Angeles Times (May 2016)

"Allegations flowing in against the surfer gang of Lunada Bay," Los Angeles Times (April 2016)

Kurt A. Franklin  
Partner



"More surfers harassed by Bay Boys want to join lawsuit, attorney says," Daily Breeze (April 2016)

"Attorneys React To DOL Misclassification Guidance," Law360 (July 2015)

### **Honors & Awards**

California Lawyers Association, Wiley W. Manuel Pro Bono Legal Services Award (2019–2021)

Northern California Super Lawyers, Employment & Labor (2013-2017)

### **Professional Affiliations**

The Bar Association of San Francisco, Labor and Employment Section

The American Bar Association

The Association of Business Trial Lawyers

Editorial Advisory Board for the California Wage and Hour Advisor (2007)

### **Education**

J.D., University of San Francisco School of Law (1994)

B.A., University of California, Los Angeles (1988)

### **Admissions and Courts**

California

U.S. Court of Appeals for the Ninth Circuit

U.S. Court of Appeals for the District of Columbia Circuit

U.S. District Court for the Northern District of California

U.S. District Court for the Central District of California

U.S. District Court for the Eastern District of California

U.S. District Court for the Southern District of California



## Catherine J. Groves

### Senior Counsel

Catherine serves as outside general counsel to numerous local government agencies and advises on a wide variety of legal issues. Her clients include transit districts, water districts, fire district, cities, counties, and other special districts. Catherine has particular enthusiasm for, and expertise in, the evolving legal landscape of data security and privacy laws.

Catherine's areas of expertise within the public agency realm are expansive. She advises clients on government ethics, governance laws, legislation, and constitutional issues. She also drafts, reviews, negotiates, and analyzes a wide variety of contracts in a team effort with procurement staff, project managers, and upper management, including agreements for technology, inbound licensing, software as a service (SaaS), professional services, goods, real estate, public works/construction, design-build and alternative project delivery, intergovernmental collaboration, and funding/grants. In addition, Catherine counsels clients regarding privacy policies, end-user license agreements, website terms and conditions, data breach response, and privacy issues in technology agreements. Catherine frequently advises and trains clients on compliance with the Brown Act, Public Records Act, election laws, and conflict of interest laws and regulations.

Catherine is passionate about providing pro bono assistance to various organizations and serves as a member of the firm's Pro Bono Committee.

#### Representative Work

Counseled a municipal utility district on assessing and implementing an agency-wide data security and privacy program.

Advised public transit agency clients through all stages of the procurement and launch of mobile ticketing and mobility applications.

Developed all formation documents for new agency, including bylaws, procurement manual, conflict of interest code (including interfacing with the FPPC), investment policy, and template agenda materials.

#### Publications

"Amendment to the Brown Act Provides for New Website and Agenda Requirements," *Government Law Alert* (July 2017)

#### San Francisco

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#### Firm Leadership

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Pro Bono Committee, Member &  
former Vice-Chair

#### Practices/Industries

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Government  
Municipal and Public Agency  
Government Ethics  
Privacy, Data Security and  
Information Governance  
Public Transit & Transportation  
Technology

Catherine J. Groves  
Senior Counsel



"New Sexual Harassment Prevention Training Requirement For Local Agency Officials: FAQ & Compliance Tips," co-author, *Labor & Employment Law Alert* (March 2017)

"California Supreme Court Case Alert: Public Records on Private Accounts," co-author, *Government Law Alert* (March 2017)

"Why Take 8 Steps When You Can Get There In 4? The FPPC's New Conflict of Interest Regulations for Public Officials in California," co-author, *Public Law Journal* (March 2016)

"Ask the Experts: The Brown Act," co-author, *California Special Districts Association Magazine* (April 2015)

"New Public Works Requirements for Contractors and Public Agencies Pursuant to SB 854," co-author, *Public Agency Law Alert* (December 2014)

"New Brown Act Reporting Requirements," co-author, *Public Agency Law Alert* (March 2014)

"Summary of California Appellate Cases," *Association of California Water Agencies*, Contributing Author of Summaries (2012-2013 and 2014-2015)

## **Presentations**

"An Overview of Laws and Compliance," co-presenter, MCLE Marathon (January 2020)

"First Amendment Issues and Transit: A Discussion of Speech Rights and Recent Developments in Advertising and Filming on Transit Systems," co-presenter, American Public Transit Association Legal Affairs Seminar (February 2020)

"Cyber Sense: Legal and Strategic Insights on How to Protect Sensitive and Confidential Information Amid Increased Security Threats," co-speaker, California Special Districts Associations (June 2019)

"Data Sharing Opportunities and Managing Data Risks in a "Smarter" World," co-speaker, Transportation Research Board Annual Meeting (January 2019)

"Information Privacy Law: Government Data Collection & Disclosure Laws," lecturer, University of San Francisco School of Law (November 2018)

"Who Owns the Data-Mitigating Data Breach Risks in a 'Smarter' World," co-speaker, Transportation Research Board 57th Annual Workshop (July 2018)

"Laws Governing Sensitive Information & Tips for Advising on Common Cyber Security Issues," co-speaker, American Public Transportation Association (APTA) Legal Affairs Seminar (February 2018)

"Contract Tips for Protecting Sensitive Data and Reducing the Risk of a Breach and Top 5 Things to Do in the Week After a Data Breach," co-speaker, Northern California County Counsel Meeting (June 2017)

"Government Ethics Academy," co-speaker, Santa Clara University's Markkula Center for Applied Ethics (May 2016)

"Welcome to the Fishbowl: An Interactive Government Ethics Workshop," co-speaker, 2015 CSDA Annual Conference (September 2015)

Catherine J. Groves  
Senior Counsel



"Ask the Legal Experts," co-speaker, 2015 CSDA General managers Leadership Summit (July 2015)

### **Professional Affiliations**

League of California Cities, Fair Political Practices Commission Committee

The Bar Association of San Francisco, Cybersecurity and Privacy Law

### **Academic Distinctions**

*Berkeley Ecology Law Quarterly*, Articles Editor

Berkeley Law Board of Advocates Team

Certificate of Specialization in Environmental Law

### **Education**

J.D., University of California, Berkeley School of Law (2012)

B.A., highest departmental honors, University of California, Berkeley (2008)

### **Admissions and Courts**

California



## Dayna D. Louie

### Associate

Dayna is an associate in Hanson Bridgett's Government Practice Group. Her experience includes assisting the firm's public agency clients with various legal issues such as the Brown Act, California Voting Rights Act, Public Records Act, governance, public works, and conflict of interest laws and regulations. She also drafts, reviews and analyzes a variety of contracts including agreements for technology, software as a service, professional services, goods, cooperative purchasing, and public works. Dayna was a summer associate at Hanson Bridgett in 2018.

#### Publications

"Reviewing an ADA Case Involving a Ship, Ninth Circuit Puts Burden on Plaintiff to Show Removing Barrier is Readily Achievable," co-author, Labor & Employment Alert (October 2020)

#### Presentations

"2022 California Public Records Act Update and Review," ACBA Entity Law Section (May 2022)

#### Judicial Clerkships

Judicial Extern to Associate Justice Ming W. Chin, Supreme Court of California

#### Academic Distinctions

CALI Award: Criminal Law, Constitutional Law, Evidence, Property II, and Community Property

University of San Francisco Law Review, Staff Member, 2017-2019

#### Education

J.D., summa cum laude, University of San Francisco School of Law (2019)

B.A., cum laude, California State University, Sonoma (2009)

#### San Francisco

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#### Practices/Industries

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Government

Dayna D. Louie  
Associate



**Admissions and Courts**

California



## Laura E. Ratcliffe

### Senior Counsel

Laura is a senior counsel in Hanson Bridgett's Government Section. She represents a variety of public and private entities in real estate, environmental, water, and municipal law matters. She handles various aspects of real property acquisition and management, including purchase and sale agreements, rights of way, construction, financing, and license agreements. She also has experience with various aspects of commercial and industrial leasing transactions, asset purchase agreements, and other corporate transactions.

Laura has extensive experience in public agency and municipal matters. For public agency clients, she handles issues relating to public finance, including Proposition 218 and 26 matters, ordinance drafting and enforcement, open meeting and open records laws, the California Government Claims Act, Fair Political Practices Commission (FPPC) matters, and administrative hearing and enforcement processes.

#### Publications

"Supreme Court Rules Referendum Process Cannot Be Used to Challenge Water Rates," co-author, Water Law Alert (August 2020)

#### Press

"Hanson Bridgett Adds Attorneys," Los Angeles Business Journal (February 2020)

"Claire Collins Leads Five-Attorney Team from Lewis Brisbois to Hanson Bridgett," Daily Journal (February 2020)

"On the Move: Tracking the Ins and Outs of California Lawyers," The Recorder (January 2020)

#### Honors & Awards

California Lawyers Association, Wiley W. Manuel Pro Bono Legal Services Award (2021)

#### Professional Affiliations

#### Los Angeles

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#### Practices/Industries

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Government

Laura E. Ratcliffe

Senior Counsel



Colorado Special District Association Leadership Academy, Fellow

Los Angeles County Bar Association, Real Property Section

Colorado Women's Bar Association

Denver Bar Association, Real Property Section

**Education**

J.D., University of Southern California Gould School of Law (2011)

B.A., Haverford College (2006)

**Admissions and Courts**

California

Colorado



## Michael N. Conneran

### Partner

Michael represents public agencies in matters involving real estate, transportation, and environmental law. He has played an active role in major infrastructure projects, including the extension of the BART system to the San Francisco Airport and the acquisition of the Caltrain commuter rail line between San Jose and San Francisco. He has participated in acquisitions of railroad rights-of-way on behalf of public transportation agencies, including the purchase of the Northwestern Pacific Railroad right-of-way between Marin and Mendocino counties (now the right-of-way of the SMART service) and several rail segments for BART extensions and light rail extensions for the Santa Clara Valley Transportation Authority. He has also advised public and private railroad clients with regarding to regulatory issues arising under federal and state law.

Michael has overseen the environmental review process for major projects, including the electrification of Caltrain, the Valley Link rail project between Dublin/Pleasanton and Lathrop, and the Suicide Deterrent System for the Golden Gate Bridge, as well as other bus and rail transit projects. Michael has counseled cities and transit agencies with regard to transit-oriented development projects and has negotiated long-term ground leases and other types of public-private partnerships. He has also negotiated numerous contracts for the use of public property by telecommunications companies.

Michael currently serves as general counsel to the Livermore Amador Valley Transit Authority and the Tri-Valley—San Joaquin Valley Rail Authority. He has also served as the principal assistant to the city attorney of a Bay Area municipality, where he is responsible for zoning, land use and environmental compliance. He has extensive experience in the legal obligations of public agencies under statutes governing access to public records, conflict of interest regulations and open meeting laws.

#### Publications

"New Laws of 2018 Series: Part VI To Indemnify and Defend? SB 496 Changes The Rules for Design Professional Contract," *CSDA e-News* (December 2017)

"The Local Regulation of Interstate Railroads and the Establishment of 'Quiet Zones'," *IMLA Magazine* (September 2013)

"Partnering with the Private Sector to Fill the Infrastructure Gap,"

#### San Francisco

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#### Firm Leadership

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Municipal and Public Agency Practice  
Leader

#### Practices/Industries

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Government  
Municipal and Public Agency  
Government Ethics  
Infrastructure  
Land Use  
Public Transit & Transportation

Michael N. Conneran

Partner



*Progressive Fix* (May 2010)

"Creative Approaches to Land Acquisition," co-author, *California Transit Magazine* (January/February 2008)

"Governor Vetoes Bill Limiting Staff Briefings of Public Officials," *Public Agency Advisory* (November 2007)

"Public Agencies Face New Restrictions in Contracting with Design Professionals," *Public Agency Advisory* (March 2007)

## **Presentations**

"Capital Project Life Cycle in Two Acts- Transit 101," co-speaker, American Public Transit Association Legal Affairs Seminar (February 2020)

"Navigating Conflict Issues in Engaging Professional Consultants," League of Cities Conference (September 2018)

"Shared Rides – City and California Public Utilities Commission Perspectives," 2017 City Attorneys' Spring Conference (May 2017)

"Local Regulation of Railroads: Guidance for Municipal Attorneys on Navigating the Complexities of Federal Preemption," Strafford Webinar (March 2016)

"Payments-Based Public-Private Partnerships (PPP): Public Benefit and Private Capital in 2015," co-speaker, Knowledge Group Webinar (June 2015)

"Local Government in a Brave New World: Law Enforcement, Code Enforcement, and Public Agency Liability," moderator, Municipal Law Institute Symposium (February 2015)

"Local Regulation of Railroads and the Establishment of 'Quiet Zones,'" IMLA Conference San Francisco (October 2013)

"Current Issues in Public Agency Law," County Counsels' Association (September 2012)

"Negotiating Indemnity Provisions in Contracts with Design Professionals," League of California Cities (May 2012)

"Creative Options for Delivering Public Works Projects: Design/Build and Public-Private Partnerships," co-presenter, 2011 CSDA Annual Conference (October 2011)

"Design Build/Public Private Partnerships," co-presenter, County Counsels' Association of California Fall 2011 Public Works & HazMat Study Section (October 2011)

"Bracing for Construction Claims During a Slow Economic Recovery," Hanson Bridgett Public Agency Construction Seminar (September 2010)

"The ABC's of PPP's: The Basics Regarding Public-Private Partnerships," International Right of Way Association (June 2010)

"Addressing Railroad Noise via Quiet Zones," League of California Cities and California Employer Advisory Council Public Works Officers Institute (March 2009)

Michael N. Conneran

Partner



"High Speed Rail: Who Knows Where or When?" Peninsula Forward Project, Local Cable Television (October 2008)

"The Local Regulation of Interstate Railroads," City Attorneys Annual Conference, League of California Cities (May 2008)

"Transit Oriented Development (TOD): Best Practices and Funding," California Transit Association (November 2007)

"Do You Hear My Train A Comin' — Railroad Crossings & Quiet Zones," Contra Costa City Attorney's Association (March 2007)

"The Troubled Public Construction Project: When is it Time to Call in the Surety?" League Of California Cities Annual Conference (October 2005)

### **Press**

"Credit firm sues San Francisco agency, says it let taxi industry die," Daily Journal (March 2018)

"Hanson Bridgett: Official Outside Counsel to the America's Cup," San Francisco Attorney (Summer 2012)

### **Professional Affiliations**

Bar Association of San Francisco, Environmental and Water Law Section

State Bar of California, State and Local Governmental Law Section

Bay Area Council, Transportation Committee

### **Education**

J.D., University of California, Hastings College of the Law (1988)

A.B., Princeton School of Public and International Affairs (1976)

### **Admissions and Courts**

California

U.S. Court of Appeals for the Ninth Circuit



## Alan D. Linch

### Associate

Alan is a member of Hanson Bridgett's Real Estate and Environment Practice and specializes in land use and environmental matters throughout California. He advises on local, state, and federal legislative and regulatory impacts on real estate development, including matters involving the entitlement process, California Environmental Quality Act (CEQA) compliance, and climate change.

Alan also counsels clients on commercial real estate matters involving leasing, financing, and transactional due diligence.

Alan previously worked in the United States Department of Justice's Environment and Natural Resources Division, where he focused on natural resources defense, federal land management, water law, and National Environmental Policy Act (NEPA) compliance. He also served in the United States Environmental Protection Agency's Superfund (CERCLA) enforcement and compliance office in Washington, DC.

#### Publications

"California Housing Crisis Persists Despite Legislative Breakthroughs," *Real Property Law Reporter* (January 2022)

"2021 Legislative Update: Housing Advocates Score Key Wins," *Land Use Law Alert* (October 2021)

"Housing Law Shows its Teeth: Another Win for Objective Standards," *Land Use Law Alert* (September 2021)

"The End of the Line for Exclusionary Zoning: Berkeley Set to Make its Move," *Land Use Law Alert* (February 2021)

"NEPA in the Ninth Circuit: A Rare Look at Impacts to Redwood Forests and 'Downstream' Carbon Emissions," *Land Use Law Alert* (December 2020)

"Opening the Golden Door: The Fourth District Shines a Light on CEQA Compliant Greenhouse Gas Mitigation," *Land Use Law Alert* (June 2020)

"CEQA Reform in the COVID Era? The California Senate Housing Production Package Moves Forward," *Land Use Law Alert* (June 2020)

"Updates to CEQA Technical Advisories on Disaster Response and

#### San Francisco

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#### Practices/Industries

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Land Use  
Real Estate  
Government  
Environmental Law

Alan D. Linch  
Associate



Housing," Land Use Alert (January 2020)

"Disproportionate Business License Tax Updated – The Gig Economy," *California Land Surveyors Association Magazine* (November 2019)

### **Honors & Awards**

California Lawyers Association, Wiley W. Manuel Pro Bono Legal Services Award (2021)

### **Professional Affiliations**

Mill Valley Planning Commission, Chair

### **Education**

J.D., Tulane University Law School (2004)

B.S., Vanderbilt University (2000)

### **Admissions and Courts**

California

U.S. District Court for the Northern District of California



**David S. Gehrig**  
Partner

David assists public agency clients with legal issues related to public works construction projects. His clients include water districts, wastewater agencies, community college districts, health care districts, cities, counties, and transit agencies. He has worked on numerous large-scale infrastructure projects, from the drafting of the contract specifications, through the bid process, to contract completion and claims resolution. He has considerable experience with contract award disputes, subcontractor substitution issues, bidder pre-qualification, and has successfully resolved several stop payment notice lawsuits for public agency clients.

### **Design-build and Alternative Project Delivery Methods**

Design-build contracting is increasingly being recognized as a more effective project delivery method for public agencies. David has written papers and presented at conferences on this topic for a number of years, and has considerable recent experience on a number of large infrastructure projects. David is also familiar with the wider range of alternative project delivery methods, and has assisted clients with CM at Risk contracts, lease-leaseback contracts, and public-private partnership arrangements. He works closely with clients to identify which available project delivery methods are best suited for a particular project.

### **Water District General Counsel**

David has served as general counsel to the Purissima Hills Water District for approximately 10 years. In that capacity, he has developed expertise with open meeting laws, Public Records Act compliance, compliance with Proposition 218 requirements during rate increases, and compliance with emergency drought regulations issued by the California State Water Resources Control Board.

### **Prevailing Wage and Labor Code Compliance**

David has considerable expertise with prevailing wage and Labor Code compliance issues. He has assisted agencies and contractors with resolving Civil Wage and Penalty Assessments issued by the California Department of Industrial Relations (DIR), including the revocation of a \$6.4M Civil Wage and Penalty Assessment on behalf of a transit agency. David has also guided public agencies through SB 854 requirements, and serves as legal counsel to an in-house Labor Compliance Program for a large transit district. For private clients, he has advised on prevailing wage compliance strategies and obtained several favorable prevailing wage coverage determinations from the DIR.

### **San Francisco**

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### **Firm Leadership**

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Infrastructure Practice Co-Leader

### **Practices/Industries**

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Construction  
Government  
Municipal and Public Agency  
Green Building  
Infrastructure  
Public Transit & Transportation  
Water Law  
Cannabis Law

David S. Gehrig  
Partner



## Representative Work

**Gravity Pipeline Project**, Silicon Valley Clean Water

**Front of Plant Project**, Silicon Valley Clean Water

**Pump Station Improvements Project**, Silicon Valley Clean Water

**Outpatient Infusion Clinic**, Salinas Valley Memorial Hospital System

**Charles D. Meyer Desalination Plant**, City of Santa Barbara

**Peninsula Corridor Electrification Project**, Peninsula Corridor Joint Powers Board (JPB)

**Skyline Building 12**, San Mateo County Community College District

**Cañada Building 23**, San Mateo County Community College

## Published Decisions

DIR Public Works Coverage Determination: Blue Diamond Agricultural Products Processing Facility, City of Turlock (May 2012)

DIR Public Works Coverage Determination: The Commons at Elk Grove, City of Elk Grove (January 2009)

## Publications

"California Issues New COVID-19 Employer Playbook for a Safe Reopening," co-author, *Labor & Employment Law Alert* (July 2020)

"New Orders from 6 Bay Area Counties Require Face Coverings to be Worn During Work in Most Circumstances," co-author, *Government + Construction Law Alert* (April 2020)

"Public Works Projects in the Bay Area May Proceed Under COVID-19 Orders," *Government Law Alert* (April 2020)

"FPPC Extends Deadline for Form 700 Filings to June 1, 2020," *Government Law Alert* (March 2020)

"Newsom's Executive Order on COVID-19 Loosens Teleconference Rules for Public Meetings under the Brown Act and Bagley-Keene Act," *Government Law Alert* (March 2020)

"The Benefits of Design-Build," *In the Loop with the Hanson Bridgett Government Group* Video Alert (September 2017)

"AB 626 Creates New Procedural Requirements for Public Works Claims," co-author, *Government Law Alert* (December 2016)

"Chapter 7: Public Contracting," reviewer, *Municipal Law Handbook* (2016)

David S. Gehrig

Partner



"A Step Forward for Public Works Contracting – Design-Build in the Public Sector After the Adoption of SB 785," *Hanson Bridgett White Paper* (May 2015)

"New Public Works Requirements for Contractors and Public Agencies Pursuant to SB 854," co-author, *Public Agency Law Alert* (December 2014)

"New Case Confirms Competitive Bidding Exception for Lease-Leaseback Projects Award By School Districts," co-author, *Construction Law Alert* (September 2014)

"Bracing for Construction Claims: Seven Things You'll Wish You Had Done When the Claims Come," *Construction Law Alert* (May 2013)

"Design-Build is Gaining Traction in the Public Sector," co-author, *Construction Law Alert* (March 2011)

Integrated Project Delivery (IPD) Video Series (July 2010)

"Alternative Project Delivery Methods for Public Works Projects in California," *Construction Law Alert* (March 2009)

"Public Contract Disclosures," *San Francisco Daily Journal* (December 2006)

"Changes to Prevailing Wage Laws Expose Public Agencies to Potential Liability," *Public Agency Advisory* (February 2004)

## **Presentations**

"The COVID-19 Construction and Design Roundtable," co-speaker, Construction Law Subsection of the Real Property Section of the LA County Bar Association Webinar (April 2020)

"Progressive Design-Build Contracting", Community College Facilities Coalition Annual Conference (September 2018)

"Design-Build for Public Works Projects," County Counsels' Association of California Public Works and Contracts Spring 2015 Study Section Conference (May 2015)

"Design-Build for Public Works Projects," City Attorneys' Spring Conference (May 2015)

"Bracing for Construction Claims: Seven Things You'll Wish You Had Done When the Claims Come," co-speaker, American Public Works Association, Northern California Chapter (November 2014)

"Design-Build for Public Works Projects," 45th CSDA Annual Conference & Exhibitor Showcase (October 2014)

"Design-Build for Public Works Projects," 17th Annual APWA NorCal Public Works Conference (November 2013)

"Bracing for Construction Claims: Seven Things You'll Wish You Had Done When the Claims Come," League of California Cities 2013 City Attorney Spring Conference (May 2013)

"Overview of California Stop Payment Notice Laws," Telfer Oil Annual Meeting on Public Works Construction Issues (March 2013)

David S. Gehrig  
Partner



"Design-Build/Public Private Partnerships," co-presenter, County Counsels' Association of California Fall 2011 Public Works & HazMat Study Section (October 2011)

"Creative Options for Delivering Public Works Projects: Design-Build and Public-Private Partnerships," co-presenter, CSDA Annual Conference (October 2011)

"Eight Things You'll Wish You Had Done When the Construction Claims Come," American Public Works Association (March 2011)

"Bracing for Construction Claims During a Slow Economic Recovery," Public Agency Construction Seminar (September, October 2010)

"Alternative Project Delivery Methods for Public Works Projects," League of California Cities (September 2009)

### **Press**

"More Attorneys Are Jockeying for Public Projects," *Daily Journal* (June 2009)

### **Professional Affiliations**

California Special Districts Association, Public Contracting Expert Feedback Team

Bar Association of San Francisco

### **Education**

J.D., University of California, Hastings College of the Law (1995)

B.A., with distinction in English, Phi Beta Kappa, University of Washington (1991)

### **Admissions and Courts**

California

Washington

U.S. District Court for the Northern District of California

U.S. District Court for the Eastern District of California

### **Languages**

German

Swiss German



## Nathan A. Metcalf

### Partner

Nathan has over a decade of experience in environmental law and water law. Nathan advises clients on water rights issues in defending and protesting water rights applications and transfers, including related issues under the California Environmental Quality Act, the California Fish and Game Code, the Clean Water Act sections 401 and 404, the Porter-Cologne Water Quality Act, the Endangered Species Act, and the public trust, reasonable use and physical solutions doctrines. Nathan has assisted public agency clients in implementation of the Sustainable Groundwater Management Act (SGMA) and the State's emergency water conservation regulations. His experience includes involvement in water transfers and groundwater managements issues related to dwindling water supplies. Nathan has also defended industrial and municipal clients in stormwater permit compliance and citizen suit actions involving stormwater discharges under the Clean Water Act. He currently serves Stinson Beach County Water District as general counsel.

Nathan has experience in NEPA/CEQA compliance, environmental due diligence, remediation and development of contaminated properties, environmental reporting requirements, hazardous waste management, environmental permitting, Prop 65, UST clean-up, and endangered species. Nathan has appeared before numerous administrative and judicial proceedings including, the Ninth Circuit Court of Appeals, California Superior Court, the California State Water Resources Control Board, the Nevada State Engineer and a Bureau of Land Management, Administrative Law Judge.

Before becoming an attorney, Nathan worked in the areas of hazardous waste disposal and environmental health and safety (EH&S) management for medical instrument, drug delivery and biotechnology companies.

#### Representative Work

**Water Law.** Advises water right owners on permitting and reporting requirements before the SWRCB. Adjudication of water rights in administrative hearings. Achieved the dismissal of claims of forfeiture, abandonment, and lack of perfection for more than 1,400 individual water right owners in Federal Reclamation project. Assists with groundwater management, drought conservation measures and water transfers and wheeling agreements. Experience in fishery restoration projects and negotiated settlements with government agencies and environmental groups. Advises public agency clients in the implementation of SGMA

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#### Firm Leadership

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Water Practice Group Leader

#### Practices/Industries

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Air Quality  
Environmental Law  
Land Use  
Litigation & Dispute Resolution  
Proposition 65  
Water Law  
Government  
Wine Law

Nathan A. Metcalf

Partner



including basin boundary modifications, application to become a Groundwater Sustainability Agency (GSA) and development of alternatives to a Groundwater Sustainability Plan (GSP).

**Municipal Clients.** Advises clients on environmental compliance requirements and review of environmental documents (CEQA / NEPA / ESA).

**Industrial Stormwater.** Advises municipal and industrial clients on stormwater compliance and defending citizen suit actions under the Clean Water Act, and negotiation of settlements.

**Prop 65.** Defends clients in Prop 65 actions, and resolves litigation through favorable settlement terms

### Publications

"US ACE Nationwide Permits Include Water Reclamation & Use," co-author, *Water and Waste Digest* (April 2022)

"California's Variable Water Supply Needs More Than Rainfall," co-author, *Bloomberg Law* (February 2022)

"Ninth Circuit Upholds 'Significant Nexus' Test for Federal Permitting of Wetlands Projects," *Water Law Alert* (August 2021)

"Court of Appeal Finds Overlying Correlative Rights Do Not Have to Share Equally in Water Shortages," *Water Law Alert* (March 2021)

"Court of Appeal Upholds State Board's Broad Power to Regulate Riparian and Pre-1914 Appropriative Water Rights to Protect Threatened Fish," co-author, *Water + Environmental Law Alert* (July 2020)

"Uncertainty on Maui: How Will Functional Equivalence Work in the Real World?," co-author, *Water Law Alert* (April 2020)

"New PFAS Regulations Work Dramatic Changes to California's Drinking Water Supplies — With More Changes Likely to Follow," co-author, *Water Law Alert* (February 2020)

"Applying for a Business License in 2020? You May Need to Consider Your Water Quality Impacts," co-author, *Water Law Alert* (December 2019)

"Can Groundwater Permitting Affect the Public Trust?," co-author, *Water Law Alert* (September 2018)

"California's First Appellate District Court Finds Reasonable Use Determination Requires Consideration of All Competing Water Users," *Water Law Alert* (February 2018)

"Ninth Circuit: Changes in Water Flows Benefiting Fish Don't Require SWRCB Permission," *Water Law Alert* (February 2017)

"DWR Provides Notice Of Proposed Emergency Regulatory Action for GSPs Under SGMA," co-author, *Water Law Alert* (July 2016)

"The DWR Releases Proposed Groundwater Sustainability Plan Emergency Regulations Under SGMA," co-author, *Water Law Alert* (May 2016)

Nathan A. Metcalf

Partner



"Governor Issues New Water Conservation Order; SWRCB Proposes Water Conservation Emergency Regulation Amendments," co-author, *Water Law Alert* (May 2016)

"The DWR Releases Draft Regulations for the Management of Groundwater Basins Under SGMA," co-author, *Water Law Alert* (February 2016)

"Infographic: Sustainable Groundwater Management Act (SGMA)," Hanson Bridgett's *In The Loop* (October 2015)

"The Sustainable Groundwater Management Act: Implementation Update," *Water Law Alert* (August 2015)

"SWRCB Issues Curtailment Notice for Senior Water Rights," *Water Law Alert* (June 2015)

"New Ruling: CDFW Notification Required For Water Diversions That Don't Alter Streambed," *Water Law Alert* (June 2015)

"SWRCB Issues Emergency Regulation and Governor Proposes Conservation Enforcement Legislation," co-author, *Water Law Alert* (April 2015)

"SWRCB Issues Draft Regulations to Achieve 25% Water Use Reduction," co-author, *Water Law Alert* (April 2015)

"Update: State Water Resources Control Board Releases Proposed Regulatory Framework to Implement the Drought Executive Order," co-author, *Water Law Alert* (April 2015)

"Drought State of Emergency: Governor Brown Issues Executive Order Mandating 25 Percent Reduction of Urban Water Usage," co-author, *Water Law Alert* (April 2015)

"State Water Resources Control Board Proposes to Continue and Add New Requirements to the Drought Emergency Water Conservation Regulations," *Water Law Alert* (March 2015)

"State Water Resources Control Board Requires Additional Reporting by Riparian and Pre-1914 Water Right Owners," co-author, *Water Law Alert* (February 2015)

"Gearing Up for the Continuing Drought Emergency," *Water Law Alert* (February 2015)

"Court Finds SWRCB has Jurisdiction over Pre-1914 Water Rights and Defines Forfeiture Standard," *Water Law Alert* (September 2014)

"Superior Court Finds Issuance of Well Drilling Permit for Groundwater Extraction is Subject to the Public Trust Doctrine," *Water Law Alert* (July 2014)

"Sour Grapes: A Potential Prelude to Water Rights Curtailment," *Water Law Alert* (June 2014)

## **Presentations**

"Water Rights in California - Current Issues, Legal Challenges and Recent Trends," presenter, National Business Institute Seminar (January 2021)

"Groundwater Quality Under SGMA," 2020 Association of California Water Agencies CLE Virtual Workshop (September 2020)

**Nathan A. Metcalf**

Partner



"Managing Groundwater Quality Under the Sustainable Ground Water Management Act (SGMA)," Mapistry's EHS Virtual Summit (August 2020)

"Clean Water Act Citizen Suits: Plaintiff and Defense, Litigation and Settlement Strategies," co-speaker, Strafford Webinar (March 2019)

"California Groundwater: SGMA & Beyond," moderator, Water Law Symposium (February 2019)

"Stormwater Litigation Avoidance, Response, and Defense Strategies," Pollution Prevention Summit (September 2018)

"Clean Water Act Citizen Suits: Plaintiff and Defense Tactics for Litigation," co-speaker, Strafford Webinar (March 2018)

"Preventing, Litigating and Settling Clean Water Act Citizen Suits," co-speaker, Mapistry's Industrial Stormwater Summit Webinar (October 2017)

"Dark Days in Industrial Stormwater: What You Can Do to Fight Back or Avoid Stormwater Lawsuits," Webinar (January 2017)

"Drought Regulations, the Sustainable Groundwater Management Act, and Water Rates," co-presenter, County Counsel's Association of California Environmental Law and Regulation Fall 2016 Study Section Conference (October 2016)

"Drought Regulations, the Sustainable Groundwater Management Act, and Water Rates," co-presenter, California Special Districts Association Annual Conference (October 2016)

"Stormwater Citizen Suits," Bay Area Environmental Safety Group (February 2016)

"Implementing the 2014 Sustainable Groundwater Management Act," moderator, 2016 California Water Law Symposium (January 2016)

"Litigation Under the Clean Water Act," Ted Talk, Municipal Management Association of Northern California Annual Conference (October 2015)

"Environmental Law Panel: Sustainable Groundwater Management and the Drought," moderator, University of San Francisco Environmental Law Student and Alumni Society and the Environmental Law Society (October 2015)

"And Not a Drop to Drink: Public Agency Options for Responding to Drought," co-speaker, Municipal Management Association of Northern California Annual Conference (October 2015)

"Life After Permit Submission: IGP Compliance and Minimizing Your Risk to Third Party Lawsuits," co-speaker, Mapistry's California's Stormwater Awareness Week (September 2015)

"State Water Resources Control Board Emergency Regulations for Water Suppliers," co-speaker, Public Agency Roundtable Series (July 2014)

"Protecting, Preserving and Utilizing Your Water Rights During a Water Shortage," panelist, Water Shortage Seminar (April 2014)

**Nathan A. Metcalf**

Partner



"Stormwater: What you need to know to survive winter," co-speaker, Public Agency Roundtable Series (November 2013)

"CEQA Reform—Recent Trends and Future Implications," Public Agency Roundtable Series (June 2013)

"Introduction to Water Law," County Counsels' Association of California (May 2010)

"Litigation on the Truckee and Carson Rivers," Newlands Water Protection Association (September 2009)

"The Evolution of Water Rights Transfer Law in the 9th Circuit Court of Appeals," co-presenter, Lorman Educational Services (July 2008)

### **Press**

"Property Owners and Officials Find Ways Around Century-Old Laws as the West Runs Out of Water," CNN (July 2022)

### **Honors & Awards**

Northern California Rising Stars (2010–2015)

### **Education**

J.D., University of San Francisco School of Law (2005)

M.S., University of San Francisco (1997)

B.S., Clarion University of Pennsylvania (1989)

### **Admissions and Courts**

California

Nevada

U.S. Court of Federal Claims

U.S. Court of Appeals for the Federal Circuit

U.S. Court of Appeals for the Ninth Circuit

U.S. District Court for the Northern District of California



**PROPOSAL COVER FORM**

**1. GENERAL INFORMATION**

DATE SUBMITTED: August 10, 2022

NAME OF FIRM UNDER WHICH BUSINESS IS CONDUCTED:  
Hanson Bridgett LLP

FEDERAL TAX ID NUMBER: 94-1205338

DATA UNIVERSAL NUMBER SYSTEM (DUNS) NUMBER: 062456793

COMMERCIAL AND GOVERNMENT ENTITY (CAGE) NUMBER: 5RCV5

Please go to [System for Award Management \(sam.gov\)](http://System for Award Management (sam.gov)) if your entity needs to obtain a CAGE Number.

**2. PROPOSAL CONTACT PERSON INFORMATION**

NAME AND TITLE: Julie Sherman, Partner

STREET ADDRESS: 425 Market Street, 26th Floor, San Francisco, CA 94105

MAILING ADDRESS, IF DIFFERENT: \_\_\_\_\_

EMAIL ADDRESS: jsherman@hansonbridgett.com

OFFICE PHONE NUMBER: 415-995-5185

CELL PHONE NUMBER: \_\_\_\_\_

**3. CONDITIONS:**

- A. Parts 1, 2, 3, and all forms and attachment of this RFP, and Addenda, if any, are made a part of this Proposal.
- B. The undersigned acknowledges receipt of the following Addenda (e.g. 1, 2, 3, 4, etc.), if any: We acknowledge the receipt of Addendum 1
- C. The undersigned understands and agrees to be bound to the proposed Scope of Services and Price Proposal for 120 days from the date proposals are due.
- D. The undersigned is prepared to sign the Sample Contract without alterations or exceptions, or if it is requesting modifications to the Sample Contract and/or any



requirements of this RFP, shall include such requested modifications in *Exception Form*.

#### 4. **SIGNED**

The undersigned certify that I/we submit this Proposal and sign this Proposal Cover Form with full and proper authorization to do so and have read, understood, and will comply with all the terms and conditions set forth in the RFP documents.\*

<b>PROPOSER'S INFORMATION</b>	
<b>Contact Name</b>	Julie Sherman
<b>Title</b>	Partner
<b>Phone</b>	415-995-5185
<b>Email</b>	jsherman@hansonbridgett.com
<b>Signature</b>	
<b>Date</b>	August 4, 2022

<b>PROPOSER'S INFORMATION</b>	
<b>Contact Name</b>	
<b>Title</b>	
<b>Phone</b>	
<b>Email</b>	
<b>Signature</b>	
<b>Date</b>	

*\*Note:*

*If a sole owner, it shall be signed by the owner of the company.*

*If a corporation, it shall be signed by a Corporate Officer who has full and proper authorization to bind the Corporation to the proposal.*

*If a joint venture, it shall be signed on behalf of each participating company by officers or other individuals who have the full and proper authorization to bind each company to the proposal.*

*If a partnership, it shall be signed under the partnership name by a partner of the firm and the name of each partner shall be provided.*



## STATEMENT OF BUSINESS AND FINANCIAL QUALIFICATIONS

Proposers may attach additional documentation or sheets as necessary to fully provide all the information requested below. All attachments and additional sheets must be clearly identified as being a part of this form.

Business Name	Hanson Bridgett LLP
Principal Office Address	425 Market Street, 26th Floor
City, State, Zip	San Francisco, CA 94105
Principal Office Mailing Address <i>(if different from above)</i>	
City, State, Zip	

1. Indicate if your business is:

**SOLE PROPRIETORSHIP** (List name of owner)

\_\_\_\_\_

**PARTNERSHIP** (List the names and addresses of partners.)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**LIMITED PARTNERSHIP** (List General Partner)

Our Managing Partner is Kristina Lawson. We have provided a list of the firm's equity partners as well.

\_\_\_\_\_

**CORPORATION** (List the names of officers and directors.)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Corporation Number: \_\_\_\_\_

**JOINT VENTURE** (List the names and addresses of all members of the joint ventures and if any member is a corporation, partnership or joint venture, list the same information for each such corporation, partnership, and joint venture.)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



**Note: Firm must be authorized to do business in California at time of submitting its Proposal.**

2. Are you licensed to do business in California?  YES  NO

Check and complete all that apply:	
Business License (Documented):	<input checked="" type="checkbox"/> Number: <u>0012175</u> State: <u>California</u>
CA Business License (Documented):	<input checked="" type="checkbox"/> Number: <u>0012175</u>
Professional License:	<input type="checkbox"/> Number: _____
*CA Corporation Entity:	<input type="checkbox"/> Number: _____ Name: _____
*CA Limited Liability Entity:	<input checked="" type="checkbox"/> Number: <u>201996065001</u> Name: _____
Taxpayer ID Number (Federal):	<input checked="" type="checkbox"/> Number: <u>94-1205338</u>
Other: _____	<input type="checkbox"/> Number: _____
*California Business Entity Number. Required for all Projects. Number issued to an entity, by the California Secretary of State, upon its approval of an entity's registration.	

For the following questions, if a joint venture, give information for each Member of the joint venture, by name.

3. Has your organization ever operated under another or different name than your present business name?  YES  NO

If so, on a separate page, please give such name(s), the time periods that such name was used, and the reason(s) for changing such name? Please see separate page.

4. How many years has your organization been in business? 64 years

5. How many years of experience has your organization had performing work that is the same or similar to the services you are proposing? We have provided these services for more than 50 years

- (a) As a Prime Contractor? For more than 50 years
- (b) As a Subcontractor? For more than 50 years

6. Show all the projects (as a lead counsel) your organization has completed during at least the last five years in the following tabulation: (For joint venture work, show the sponsoring individual or company.) We do not track matters in a way that we could provide this, and given the fact that we have nearly 200 attorneys, along with our extensive experience providing lead counsel

Year	Contract Price	Project Description	Contact Person & Phone	Business Name & Address





City, State, Zip Code: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Officer Familiar with Account: \_\_\_\_\_

10. Reference is hereby made to the following surety company or companies as to the financial responsibility and general reliability of Proposer:

Name of Surety Company: Federal Insurance Company  
 Name of Local Agent (if different) Aon  
 Local Address: One Liberty Plaza, 165 Broadway, Suite 3201  
 City and State: New York, New York 10006  
 Telephone: 212-441-2555  
 Officer Familiar with Proposer's Account: Fran Murray

Name of Surety Company: \_\_\_\_\_  
 Name of Local Agent (if different) \_\_\_\_\_  
 Local Address: \_\_\_\_\_  
 City and State: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Officer Familiar with Proposer's Account: \_\_\_\_\_

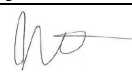
11. Is your firm financially interested in any other line(s) of business?

NO  YES If yes, provide details on a separate page.

12. Is any litigation pending against your organization?

NO  YES If yes, provide details on a separate page.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

<b>PROPOSER'S INFORMATION</b>	
<b>Name of the Firm</b>	Hanson Bridgett LLP
<b>Contact Name</b>	Julie Sherman
<b>Title</b>	Partner
<b>Phone</b>	415-995-5185
<b>Email</b>	jsherman@hansonbridgett.com
<b>Signature</b>	
<b>Date</b>	August 4, 2022

## Hanson Bridgett Equity Partners

---

- Michelle Akerman
- Howard Ashcraft
- Alexandra Atencio
- Jennifer Berland
- Alexander Berline
- Edward Bernard
- Rory Campbell
- Joan Cassman
- Madeline Chun
- Lawrence Cirelli
- Eric Clarke
- Claire Collins
- John Cu
- Lisa Dal Gallo
- Jahmal Davis
- Kathryn Doi
- Alfonso Estrada
- Lori Ferguson
- Matthew Fisher
- Batya Forsyth
- Kurt Franklin
- David Gehrig
- Andrew Giacomini
- Patrick Glenn
- Joel Goldman
- Michael Gorback
- Paul Gordon
- Alex Grigoriens
- Miles Holden
- Merton Howard
- Allan Jergesen
- Christopher Karachale
- Jessica Karner
- Pamela Kaufmann
- Linda Klamm
- Michael Lateef
- Jordan Lavinsky
- Kristina Lawson
- Constance Liu
- Dorothy Liu
- David Longinotti
- Raymond Lynch
- Kimon Manolius
- Sean Marciniak
- Robert McFarlane
- Paul Mello
- Steven Miller
- Patrick Miyaki
- Joseph Moore
- Nancy Newman
- Diane O'Malley
- Teresa Pahl
- Sandra Rappaport
- Derek Ridgway
- Kent Rogerson
- Deidré Schonfeldt
- Allison Schutte
- Julie Sherman
- Tyson Shower
- Scott Smith
- Jonathan Storper
- Andrew Stroud
- William Taylor
- Gilbert Tsai
- Shayna van Hoften
- Michael Van Zandt
- Mohammad Walizadeh
- Fred Weil
- Garner Weng
- Samantha Wolff
- Alison Wright
- Glenda Zarbock
- Raffi Zerounian

### 3. Hanson Bridgett LLP has operated under the following names:

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- Schofield, Hanson & Jenkins (1958)
- Schofield, Hanson, Bridgett, Marcus & Jenkins (1959)
- Hanson, Bridgett, Marcus & Jenkins (1973)
- Hanson, Bridgett & Marcus (1976)
- Hanson, Bridgett, Marcus, Milnes & Vlahos (1978)
- Hanson, Bridgett, Marcus, Vlahos & Stromberg (1980)
- Hanson, Bridgett, Marcus & Vlahos (1980-1981)
- Hanson, Bridgett, Marcus, Vlahos & Rudy, LLP (1996)
- Hanson Bridgett LLP (2008) – Ultimately the name was shortened as a part of the firm's rebranding.

### 12. Is any litigation pending against your organization?

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As a large firm, Hanson Bridgett has from time to time been named as a defendant in legal proceedings in matters unrelated to the proposed scope of work.



## CURRENT CLIENT REFERENCES


Provide a minimum of five references for projects completed by the Proposer in the last five years that consisted of work that is the same or similar to the Services required in this RFP. Include public agency clients and transportation agencies, if any. Do not list RTD as a reference.

1. Entity Name: Golden Gate Bridge, Highway & Transportation District  
 Address: PO Box 29000, Presidio Station  
 City, State, Zip: San Francisco, California 94129-9000  
 Contact Person: Denis Mulligan, General Manager  
 Email: dmulligan@goldengate.org  
 Project Description: Hanson Bridgett provides general counsel legal services to the District. Julie Sherman provides primary procurement advice to the engineering department. Projects include the Suicide Barrier, Seismic Retrofit & Moveable Median Barrier.
  
2. Entity Name: Santa Cruz Metropolitan Transit District  
 Address: Administrative Offices, 110 Vernon Street  
 City, State, Zip: Santa Cruz, California 95060  
 Contact Person: Michael Tree, Chief Executive Officer  
 Email: MTree@scmttd.com  
 Project Description: Julie Sherman serves as General Counsel for Santa Cruz Metropolitan Transit District.
  
3. Entity Name: Central Contra Costa Transit Authority  
 Address: 2477 Arnold Industrial Way  
 City, State, Zip: Concord, California 94520-5335  
 Contact Person: Bill Churchill, General Manager  
 Email: churchill@countyconnection.com  
 Project Description: Julie Sherman serves as General Counsel for Central Contra Costa Transit Authority.
  
4. Entity Name: Central Contra Costa Transit Authority  
 Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_  
 Contact Person: Rick Ramacier, Former General Manager  
 Email: Direct Phone: 925-383-2268  
 Project Description: Julie Sherman serves as General Counsel for Central Contra Costa Transit Authority.
  
5. Entity Name: Mid-Peninsula Water District  
 Address: 3 Dairy Lane  
 City, State, Zip: Belmont, California, 94002  
 Contact Person: Tammy Rudock, General Manager  
 Email: tammyr@midpeninsulawater.org  
 Project Description: Julie Sherman serves as General Counsel for Med-Peninsula Water District.








<b>PROPOSER'S INFORMATION</b>	
<b>Name of the Firm</b>	Hanson Bridgett LLP
<b>Contact Name</b>	Julie Sherman
<b>Title</b>	Partner
<b>Phone</b>	415-995-5185
<b>Email</b>	jsherman@hansonbridgett.com
<b>Signature</b>	
<b>Date</b>	August 4, 2022



Not Applicable - we will not be using subcontractors.

### SUBCONTRACTOR LISTING FORM

Provide a list of all proposed subcontractors.

1. Firm Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_  
 Division of Work: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Federal Tax Id: \_\_\_\_\_  
 DUNS Number: \_\_\_\_\_  
 CAGE Number: \_\_\_\_\_  
 CA Contractor License Number: \_\_\_\_\_  
 Public Works Registration Number: \_\_\_\_\_  
 Type of Business  Sole Proprietorship  Partnership  
 Limited Partnership  Corporation  
 Joint Venture  Other: \_\_\_\_\_  
 CA Corporation or Limited Liability Entity Number: \_\_\_\_\_  
 DBE?:  No  
 Yes, DBE Certification Number: \_\_\_\_\_

2. Firm Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_  
 Division of Work: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Federal Tax Id: \_\_\_\_\_  
 DUNS Number: \_\_\_\_\_  
 CAGE Number: \_\_\_\_\_  
 CA Contractor License Number: \_\_\_\_\_  
 Public Works Registration Number: \_\_\_\_\_  
 Type of Business  Sole Proprietorship  Partnership  
 Limited Partnership  Corporation  
 Joint Venture  Other: \_\_\_\_\_  
 CA Corporation or Limited Liability



Entity Number: \_\_\_\_\_  
 DBE?:  No  
 Yes, DBE Certification Number: \_\_\_\_\_

3. Firm Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_  
 Division of Work: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Federal Tax Id: \_\_\_\_\_  
 DUNS Number: \_\_\_\_\_  
 CAGE Number: \_\_\_\_\_  
 CA Contractor  
 License Number: \_\_\_\_\_  
 Public Works  
 Registration Number: \_\_\_\_\_  
 Type of Business  Sole Proprietorship  Partnership  
 Limited Partnership  Corporation  
 Joint Venture  Other: \_\_\_\_\_  
 CA Corporation or  
 Limited Liability  
 Entity Number: \_\_\_\_\_  
 DBE?:  No  
 Yes, DBE Certification Number: \_\_\_\_\_

**Check Box if no Subcontractors.**

PROPOSER'S INFORMATION	
<b>Name of the Firm</b>	Hanson Bridgett LLP
<b>Contact Name</b>	Julie Sherman
<b>Title</b>	Partner
<b>Phone</b>	415-995-5185
<b>Email</b>	jsherman@hansonbridgett.com
<b>Signature</b>	
<b>Date</b>	August 4, 2022



## PRICE PROPOSAL

Pursuant to and in compliance with **RFP 23006-S for General Counsel and Legal Services**, the undersigned, being familiar with the RFP, and addenda, if any, thereto, hereby proposes to furnish any and all required services necessary to provide the required services to RTD, and in conformity with said RFP for the following

In addition, the price proposal must include all costs for labor, materials, equipment, subcontractors, freight and delivery charges, warranties, license fees, permits, profit, insurance, bonding, applicable taxes, costs complying with all applicable state and local health orders and governmental regulations pertaining to the COVID-19 pandemic, and all other costs necessary for the furnishing of all products and the performance of all services called for under this contract.

Proposers must provide the compensation structures for RTD's consideration:

### 1. For General Counsel

- A. Proposed monthly retainer (firm-fixed monthly price).
- B. If the proposer proposes an annual escalator for the monthly retainer, it should be clear in its response as to how that is proposed to work.
- C. RTD seeks that there is to be no increase in the retainer until after the completion of the first two years of the contract.
- D. RTD seeks no limit on the number of hours devoted to this contract for the services provided under the Retainer, inclusive of Specialized attorney services provided in support of the Retainer services.
- E. All hourly services proposed by the Lead Counsel to be provided outside the Retainer must be pre-approved in advance by the CEO.

A1


### 2. For Specialized Legal Services (T&M)

- A. If proposing for some or all of the Specialized Legal Services, provide a table reflecting the names of each Specialized attorney the proposer plan to include in RTD services. A second column should reflect the practice for each attorney; a third column should reflect the standard hourly rates for each specialized attorney; and a fourth column should reflect the proposed hourly rates for each specialized attorney.
- B. If the proposer proposes an annual escalator for the attorney hourly rates, it should be clear in its response as to how that is proposed to work.
- C. RTD seeks that there is to be no increase in the hourly rates until after the completion of the first two years of the contract.



3. **For General Counsel and Specialized Legal Services, both compensations must be completed.** A Proposer's failure to complete both structures may result in RTD determining that the Proposal is non-responsive.

The undersigned also acknowledges receipt, understanding, and full consideration of the following addenda to the RFP:

PROPOSER'S INFORMATION	
<b>Name of the Firm</b>	Hanson Bridgett LLP
<b>Contact Name</b>	Julie Sherman
<b>Title</b>	Partner
<b>Phone</b>	415-995-5185
<b>Email</b>	jsherman@hansonbridgett.com
<b>Signature</b>	
<b>Date</b>	August 4, 2022



## LEVINE ACT STATEMENT

California Government Code Section 84308 (commonly referred to as the "Levine Act") prohibits any RTD Board Member from participating in any action related to a contract, if he or she receives any political contributions totaling more than \$250 from the person or company awarded the contract within the previous twelve months, and for three months following the date a final decision concerning the contract has been made. The Levine Act also requires a member of the RTD Board who has received such a contribution to disclose the contribution on the record of the proceeding.

RTD's current Board members are: Stephan Castellanos, Les J. Fong, Gary S. Giovanetti, Michael P. Restuccia, and Balwinder Singh.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any RTD Board Member in the 12 months preceding the date of the submission of your proposal or the anticipated date of any Board action related to this contract?

**YES**                       **NO**                      If yes, please identify the Board Member(s):

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Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to any RTD Board Member in the three months following any Board action related to this contract?

**YES**                       **NO**                      If yes, please identify the Board Member(s):

---

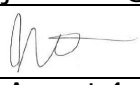


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Answering yes to either of the two questions above does not preclude RTD from awarding a contract to your firm or taking any subsequent action related to the contract. It does, however, preclude the identified Board Member(s) from participating in any actions related to this RFP and resulting contract(s).

<b>PROPOSER'S INFORMATION</b>	
<b>Name of the Firm</b>	Hanson Bridgett LLP
<b>Contact Name</b>	Julie Sherman
<b>Title</b>	Partner
<b>Phone</b>	415-995-5185
<b>Email</b>	jsherman@hansonbridgett.com
<b>Signature</b>	
<b>Date</b>	August 4, 2022



CONTRACTOR'S NEGOTIATED PRICE PROPOSAL DATED SEPTEMBER 21, 2022

## San Joaquin RTD Revised Pricing Proposal

2022 rates

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### Core General Counsel Services – Flat Rate

\$26,000 per month

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We propose the above retainer of \$26,000 per month. Our preliminary proposal of \$27,000 per month was thoughtfully developed based on our understanding of RTD's needs and our recent experience providing services to RTD. We are willing to reduce our proposal to \$26,000 per month, but we request that RTD agree to revisit this amount in one year, with the opportunity to adjust, as needed.

Core General Counsel Services provided under the Flat Rate include, but are not limited to, the following:

1. Legal counsel to the RTD and the Board.
2. Assist the Board in personnel matters, including the CEO's contract.
3. Assure that matters considered and acted upon by the Board are in compliance with state, federal and local laws, rules, regulations, and statutes, and that the Board operates within the constraints of the Ralph M. Brown Act.
4. Review and offer legal advice to the Board and/or CEO on the Board Agenda prior to posting and review all Board Reports as to form and any legal issues. Lead Counsel shall prepare for and attend in-person all regular monthly and special meetings of the Board of Directors. Lead Counsel may attend standing Committee meetings and Ad Hoc Committee meetings virtually, if the option is available or by teleconference. Regular meetings of the RTD Board are scheduled every third Friday of the month at 10:00 A.M., at the DTC. The meeting date is subject to change, upon the Board's discretion. From time-to-time, depending on the workload, RTD Board meetings may go dark in July and December.
5. Review and offer corrections to all Board Meeting Minutes.
6. Prepare, review, and adopt legal opinions, contracts, and memoranda, resolutions, ordinances, By-laws, legal correspondence, and policies and procedures, as requested by the Board of Directors, the CEO or authorized agency staff.
7. Review, assist in updates and provide counsel on all Equal Employment Opportunity (EEO), Disadvantaged Business Enterprise (DBE), Civil Rights (Title VI) and Americans with Disabilities Act (ADA) policies and procedures to ensure compliance with FTA, Caltrans, state, federal, and local laws, rules, and statutes and regulations.

8. Assist as needed in the review and updating of the Personnel Manual, provide legal counsel on matters related to any future Management Classification and Compensation Study.
9. Provide 6 (six) two-hour on-site specialized training sessions per year, as requested by the CEO, to the management team in focus areas such as the Skelly process, progressive discipline, Weingarten rights, labor relations, meet and confer, *Meyers-Milias-Brown Act (MMBA)*, FTA rules and regulations, and other topics based on need.
10. Counsel and assistance on issues related to FMLA and other state and federal entitled leaves, including all DOL and Workers' Compensation related matters.
11. Assistance in reviewing and interpreting state and federal legislation and regulatory agency rules and regulations.
12. Provide legal assistance in interpreting rules, orders and regulations and implementing the requirements of any local, state or federal agency related to the current or a future pandemic, to include, but not limited to, CalOSHA, OSHA, CDC. This includes review and editing of any documents, policies and procedures RTD may create in compliance of such rules, orders and regulations.
13. Maintain knowledge of issues facing RTD and being prepared to offer legal advice and counsel to the Board of Directors, the CEO and the management staff regarding various aspects of operating a transit agency.
14. Be available by phone (conference call) to participate from time-to-time in management staff discussions/meetings.
15. Provide day-to-day legal counsel as needed relative to contract and nonrepresented employees on labor and employment matters, including labor law, labor conflicts and disputes.
16. Provide legal support for the FTA Triennial Reviews.
17. Review contract documents and specifications, bid documents and bids submitted.

### Special Counsel – Hourly Rates

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For services outside the core General Counsel Services we will charge hourly rates. Our transit law expertise means we can provide these Special Counsel services with maximum efficiency. We focus on providing the most efficient legal representation possible by staffing matters appropriately to maximize the value of each team member's expertise and time and by consulting with the Agency to ensure that we do only what is needed.

We are proposing to further discount our initial proposed rates by 5%, as reflected in the table below. We have surveyed the rates charged to our existing transit agency clients, and confirm that we are offering you highly competitive rates – deeply discounted from our standard hourly rates, as well as the rates we have been charging RTD for our bench legal services. In addition, the proposed further 5% discount brings these rates below or consistent with the rates we charge to other similarly situated general counsel clients. The hourly rate structure would apply to the following services:

1. Providing a higher level specialized legal counsel as needed on complicated labor disputes and in representation of RTD in labor appeals that go to arbitration or litigation.
2. Legal assistance for periodic major revisions to procurement boilerplate contract language and the Procurement Manual, in coordination with the Procurement Supervisor, to ensure full compliance with Federal Transit Administration (FTA), state and local requirements.
3. Major revisions to RTD's Policies and Procedures.
4. Complex procurements or contract negotiations beyond the routine practice of RTD.
5. Representing RTD in mediation, arbitration, or litigation.
6. Where specialized assistance is required, assisting and representing RTD with claims outside the scope of the General Counsel services.
7. When such requires a specialized attorney, providing legal counsel on land purchases, condemnation eminent domain related matters, project construction and environmental issues, including CEQA and NEPA.
8. Representing RTD in matters before the DFEH/EEOC and CalOSHA.
9. At RTD's request, may provide a lead negotiator for meet and confer related matters and for Collective Bargaining Agreement negotiations.
10. At RTD's request, appear for and represent RTD, its officers, and employees at hearings and meetings before state, federal, and local agencies.
11. Specialized on-site training beyond that identified in the Retainer, Section 2.4.1.
12. Notwithstanding the provisions of Section 4.1, above, RTD may elect to have another legal firm represent RTD in any given matter or types of actions that may come before RTD.

Please also note that the following are not included in the core General Counsel services:

1. Employee Benefits matters.
2. Non-routine civil rights advice involving Title VI, DBE, or ADA regulations.
3. Large construction projects.

**2022 Hourly Rates for the Proposed Team:**

*(All rates are subject to negotiation.)*

Name	Title / Practice	2022 Proposed Hourly Rate
Julie Sherman	Partner / General Counsel	\$430
Nicole Witt	Senior Counsel / Deputy General Counsel	\$366
Shayna van Hoften	Partner / Civil Rights (Title VI)	\$437
Katherine Tsou	Senior Counsel / DBE and Public Procurement & Contracting	\$366
Trevor Taniguchi	Associate / DBE	\$347
Gilbert Tsai	Partner / Labor and Employment Law	\$430
Diane O'Malley	Partner / Labor and Employment Law	\$437
Liz Masson	Partner / Employee Benefits	\$437
Alexandra Atencio	Partner / Claims & Litigation	\$437
Kurt Franklin	Partner / Claims & Litigation (ADA Issues)	\$437
Catherine Groves	Senior Counsel / Public Procurement & Contracting	\$366
Dayna Louie	Associate / Public Procurement & Contracting	\$347
Laura Ratcliffe	Senior Counsel / Real Property	\$366
Michael Conneran	Partner / Real Property	\$437

Alan Linch	Associate / Real Property and Environmental Law	\$347
David Gehrig	Partner / Construction Law/Infrastructure	\$437
Nathan Metcalf	Partner / Environmental Law	\$437

Any substitution of an attorney in a particular discipline/practice at a rate different than that reflected in the above will be discussed and mutually agreed upon in advance.

The monthly Flat Rate and Special Counsel Hourly Rates are subject to annual increases after the first two contract years, effective November 1, 2024. The annual increases will be limited to the most recent Consumer Price Index for All Urban Consumers (CPI-U) for the San Francisco/Oakland/Hayward, CA area or 3.5 percent, whichever is lower.



**EXHIBIT D**  
**INSURANCE REQUIREMENTS**

Without limiting any other obligation or liability under the Contract, the Contractor and its subcontractors, at its sole cost and expense, prior to commencing work, shall secure and keep in force during the entire term of the Contract or longer, as may be specified below, the following insurance coverage, limits, and endorsements. If the Contractor maintains higher limits than the minimums shown below, RTD requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Under the Contract, the Contractor and its subcontractors are bound to the provisions stated herein.

<b>MINIMUM SCOPE AND LIMIT OF INSURANCE</b>	
<b>TYPE OF INSURANCE COVERAGES</b> (Coverage shall be at least as broad as those stated below)	<b>MINIMUM COVERAGE LIMITS</b> (Policies shall contain limits no less than those stated below)
<input checked="" type="checkbox"/> <b>Commercial General Liability (CGL)</b>  Insurance Services Office (ISO) Form CG 00 01 12 07 or equivalent covering CGL on an "occurrence" basis, including, but not limited to: Premises Liability; Products-Completed Operations, Contractual Liability; Personal and Advertising injury.	\$1,000,000.00 per occurrence  If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
<input checked="" type="checkbox"/> <b>Automobile Liability</b>  ISO Form Number CA 00 01 or equivalent covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9).  <b>Personal Automobile Liability</b> is acceptable for individual Contractors with no transportation or hauling related activities	\$1,000,000.00 per accident for bodily injury and property damage, any auto
<input checked="" type="checkbox"/> <b>Workers' Compensation (WC) and Employers Liability (EL)</b>  As required by the State of California, with Statutory Limits, and Employer's Liability (EL) Insurance.  <b>Required for all Contractors and subcontractors with employees</b>	<b>WC:</b> Statutory Limits  <b>EL:</b> \$1,000,000.00 per accident for bodily injury or disease
<input checked="" type="checkbox"/> <b>Professional Liability (Errors and Omissions)</b>  Insurance appropriate to Contractor's	For legal contracts \$5M per claim/\$10M Annual Aggregate  \$1,000,000.00 per occurrence or claim



	<p>profession.</p> <p>Policy should include Cyber Liability insurance including network and internet security liability, privacy liability and media liability coverages for those Contractor's handling or with exposure to RTD's personally identifiable information.</p>	<p>\$2,000,000.00 annual aggregate</p>
<input type="checkbox"/>	<p><b><u>Employee Dishonesty Insurance</u></b></p> <p>Insurance covering Contractor's officers, agents, and employees, and protection to RTD from theft.</p> <p><i>Coverage shall include coverage for Client Property or Third-Party Property coverage depending on the coverage form.</i></p>	<p>Coverage in the Amount of fifty thousand (\$50,000.00) dollars with respect to any one occurrence. Contractor may provide this coverage through self-insurance.</p>

## **OTHER INSURANCE PROVISIONS**

### **1. ADDITIONAL INSURED ENDORSEMENTS**

The San Joaquin Regional Transit District (RTD), its Board, the Retirement Board and the individual members thereof, all their officials, agents, employees, volunteers, and representatives thereof, are to be covered as additional insureds to the following policy(ies), with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.

**Commercial General Liability (CGL):** General liability coverage can be provided in the form of an endorsement to the required insurance. For construction projects, it should at least as broad as ISO Form CG 20 38 04 13 for ongoing operations and ISO Form CG 20 37 04 13 for completed operations. For those contracts not including construction work, RTD requires to be added as Additional Insured, but Contractor's insurer may satisfy this requirement through a blanket Additional Insured endorsement.

### **2. OTHER INSURANCE PROVISIONS**

#### **A. Primary Coverage**

For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects to RTD, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by RTD, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

#### **B. Subcontractors**

Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage(s) for subcontractors shall be subject to all of the



requirements stated herein, to include "Item A, Additional Insured Endorsements", above.

C. Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to RTD. Contractor shall provide thirty (30) days advance written notice to RTD of cancellation by the insurance carrier. Contractor is required to provide RTD with thirty (30) days advance written notice for non-renewal of the coverage and the amount thereof, or reduction in coverage.

D. Waiver of Subrogation

Contractor hereby grants to RTD a waiver of any right to subrogation which any insurer of said Contractor may acquire against RTD by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not RTD has received a waiver of subrogation endorsement from the insurer.

E. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by RTD. RTD may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

F. Joint Ventures

If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods:

- Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party)", or at minimum named as an "Additional Insured" on the other's policies.
- Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured."

G. Duration of Coverage

All required insurance shall be maintained during the entire term of the Contract with the following exception: Insurance policies and coverage(s) written on a claims-made basis (refer to item 8 below which contains claims made policy provisions). Lapse(s) in coverage is not permitted and Contractor is to ensure that a lapse in coverage does not occur.

H. Claims-Made Policies

If any of the required policies provide claims-made coverage:



- The Retroactive Date must be shown and must be before the date of the Contract or the beginning of Contract work.
- Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the Contract.
- If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of three (3) years after completion of work.

I. Reduction of Limit of Obligation

Pursuant to the provisions of this Contract, insurance affected or procured by the Contractor shall not reduce or limit Contractor's Contractual obligation to indemnify and defend the Indemnified Parties.

J. Insurer Location

The insurance carrier(s) providing the required coverage(s) shall be licensed in the state where the Contractor is headquartered.

K. Acceptability of Insurers

- (a) Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to RTD; and
- (b) shall be admitted to the State of California unless otherwise waived by RTD. Acceptance of Contractor's insurance by RTD shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.

L. Insurance Submittal

Before commencing operations under this Contract, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to RTD, evidencing that all required insurance coverage is in effect. RTD reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent to: RTD – Procurement Department, 421 E. Weber Avenue, Stockton, CA 95202. Contractor is responsible for providing updated evidence of coverage to RTD throughout the life of the Contract and in accordance with claims-made basis written policies and coverage(s). Contractor shall ensure that RTD is provided with the most recent Certificates of Insurance and endorsements.