STAFF REPORT

MEETING DATE:	**June 24, 2026**
SUBJECT:	**Authorize the Executive Director to Execute a Contract for Legal Services**
AGENDA ITEM:	**7-11**
STAFF CONTACT:	**Kelli Irving, Accounting Clerk**

SUMMARY:

SRTA currently has two legal services contracts: one with Kenny & Norine as primary counsel for general operations and tenant-landlord matters, and one with Boutin Jones for human resources and employment law. Both contracts expire at the end of June 2026, and new contracts are needed to maintain legal support services. Staff issued a request for proposals for legal services and received five responses. Staff recommend a contract with White Brenner LLP for up to a seven-year maximum term for all necessary legal service needs.

STAFF RECOMMENDATION:

It is recommended that the board of directors:

1. Authorize the executive director to enter into a technical services agreement (TSA) with White Brenner LLP, to provide legal services to SRTA for up to a seven-year maximum term not to exceed $200,000 (see Attachment C); and
2. Authorize the executive director to make minor administrative amendments as appropriate.

DISCUSSION:

Background – SRTA requires legal services to assist the agency with general operations, landlord-tenant matters, and human resources support through the following activities: reviewing agreements, contracts, and policies; answering questions; providing support during board meetings; reviewing employment law changes and updating agency's employee handbook; and periodic training. SRTA currently contracts with Kenny & Norine for general agency operations and landlord-tenant legal services and has a separate contract with Boutin Jones for human resource's support. Both contracts for legal services end on June 30, 2026; therefore, a new contract is needed. Federal and state laws require government agencies to periodically conduct open and competitive procurements for goods and services to ensure maximum value for the agency and taxpayers, including legal services.

Selection process – SRTA issued a Request for Proposals on April 26, 2026, directly contacted twenty-four legal firms both in and out of region, and listed postings on appropriate electronic distribution lists. Of the twenty-four contacted, eighteen firms were known to be able to provide legal service support for general operations, the primary legal service SRTA requires. No pre-proposal conference was held and no questions were submitted by interested parties. By the end of the response deadline, May 22, 2026, SRTA received a total of five proposals. Two of the five proposals could provide all three services, both firms are based in Sacramento, California. One firm proposed landlord-tenant legal services only and another firm proposed only Human Resources (both out of the area). A fifth proposal was from a local firm, however it was unable to be evaluated as it did not meet the standards necessary to be considered a responsive proposer.

SRTA's evaluation committee reviewed and discussed the proposals and arrived at consensus scores (see Attachment A) for determining which firm provides the best value and cost for SRTA for the requested services. The final determination was to select White Brenner LLP for overall experience, qualifications, knowledge, and value.

Basis for Selection – White Brenner LLP was determined to be responsive, experienced, qualified and knowledgeable of the needs of SRTA for general agency operations, landlord-tenant, and human resources legal needs. White Brenner LLP addressed timely responsiveness requirements for review of SRTA items, understands in person board of director's meeting attendance, and had the best overall cost-effective value.

White Brenner LLP is based in Sacramento, CA. Their firm has experienced attorneys that provide services for cities, counties, and special districts, and has experience with many topics including municipal law, Brown Act, Public Records, Act, government and public works contracting, conflicts of interest, land use and real estate, environmental law, labor and employment, and other matters. They propose a team of attorneys, paralegal, and support staff with Douglas White, founding and managing partner, serving as SRTA's general counsel. Nubia Goldstein, also a firm partner, would serve as Deputy General Counsel if Mr. White is unavailable. William Creger, a seasoned labor and employment attorney, would aid with updating SRTA's employee handbook and other labor or employment legal matters. See resumes in Attachment B.

The contract assumes White Brenner would conduct most work remotely while attending board meetings in person, as is currently handled under the existing legal services contract. It is possible that remote attendance at board meetings could be allowed after Year 1 if the board of directors and executive director were comfortable with that arrangement, which would provide minor savings due to reduced travel costs.

ALTERNATIVES:

The board of directors could reduce the contract terms or change the maximum amount of the contract; direct staff to negotiate with another proposer; or reject all proposals. If staff are directed to negotiate with one of the other proposers or reject proposals and issue a new procurement, SRTA would need to extend the existing legal services agreement with Kenny & Norine to retain necessary legal services for at least 4-6 months, with no need to increase contract compensation.

FISCAL IMPACT:

Existing legal services average $20,000 annually (approximately $15,000 for general counsel and $5,000 for human resource services). The agreement includes a five-year base term with two optional one-year extensions, for a total not-to-exceed amount of $200,000 over seven years. Legal services are estimated to average $28,500 annually or less. Legal service costs are reimbursed through the Indirect Cost Allocation Plan (ICAP).

Sean Tiedgen, AICP, Executive Director

Attachments:

A: Evaluation Committee Consensus Scores
B: Resumes for Douglas White, Nubia Goldstein, and William Cregor
C: Draft technical services agreement with White Brenner LLP for Legal Services
D: Legal Services RFP online: https://www.srta.ca.gov/DocumentCenter/View/10229/RFP-Legal-Counsel-?bidId=94)

Attachment A: Evaluation Committee Consensus Scores

Firm	Thoroughness of proposal at addressing the project's scope of work and the project's overarching objectives (25)	Qualifications and similar experience of the consulting firm and project team, including sub-consultants (25)	Cost and value of services to be provided (20)	Overall organization, value, appeal and thoroughness of proposal. (15)	Ability of proposer to provide more than one service. (5 points for each service) RTPA, HR and Landlord-Tenant. (15)	**Total**
BBK Best Best & Krieger LLP	22	23	15	13	15	**88**
BDG Law Group	18	19	13	9	5	**65**
LCW Liebert Cassidy Whitmore	20	25	13	12	5	**76**
White Brenner LLP	21	23	19	12	15	**90**

ATTACHMET B Resumes for Douglas White, Nubia Goldstein and William Creger

White Brenner LLP

Douglas L. White
Managing Partner

D 916.468.0947
doug@whitebrennerllp.com

EDUCATION

J.D., University of the Pacific, McGeorge School of Law

B.A., University of California, Davis

CA Bar Admission Date: 5/2000

Bar No. 206705

As a founding and managing partner of White Brenner LLP, Doug White has set himself apart as a widely respected thought leader and legal practitioner. Doug's "clients first" approach is focused in the areas of real estate, land use, municipal law and litigation. His diverse groups of clients range from cities, counties, special districts, and other public agencies to private developers, builders, lenders, professional associations, unions and business owners. Doug has vast experience in land use entitlements and project approvals, CEQA and NEPA, real estate contracts and commercial transactions, leasing, building and project certifications, project financing, eminent domain, public contracting and regulatory and governmental affairs.

Doug currently serves as the City Attorney for the cities of Angels Camp, Arcata, Dixon, and Sonora, as well as Deputy City Attorney for the cities of Oakdale, Riverbank, Patterson, and Ceres, and is also special counsel for a number of other cities. Doug also serves as General Counsel to San Miguel Community Services District. As both a City Attorney and General Counsel, he advises public entities and officials on issues pertaining to the Brown Act, Political Reform Act, Public Records Act, public contracting, code enforcement, and other municipal and public law matters. In addition to his municipal work, Doug has also successfully represented his public and private clients in high-profile litigation matters and has obtained favorable judgments and settlements.

Prior to forming White Brenner, Doug served as legal counsel and Vice President of Government Affairs for the California Bankers Association as well as legal staff for the Fair Political Practices Commission. Doug also benefits from his extensive political experience as Chief of Staff, Legislative Director and consultant to various elected officials, including former Congressman Dennis Cardoza and former State Superintendent of Public Instruction Jack O'Connell.

Doug has been recognized as one of the leading attorneys in the United States on issues related to renewable energy and sustainability and has been named by the *California Real Estate Journal* as one of California's Green Leaders. He has been selected as a Northern California Super Lawyer by *Super Lawyers Magazine* and been featured as a speaker and moderator at state and national conferences. Doug is as an AV Rated attorney by Martindale-Hubbell and has been honored by his peers as Best of the Bar by the *Sacramento Business Journal* every year since 2014.

Doug is not only an innovative leader in his field, but also in the office. As managing partner, he leads by example, incorporating his business experience and technological know-how into ensuring White Brenner remains at the forefront in providing exceptional legal services to its clients.

Significant Projects and Representations:

- As City Attorney, represents the cities of Angels Camp, Arcata, Dixon, and Sonora in all municipal and legal matters
- Deputy City Attorney for the cities of Ceres, Oakdale, Patterson, and Riverbank
- Facilitated the development of the Restoration Hardware distribution center in the City of Patterson, which is expected to generate over 350 new jobs for the City
- Guided the City of Patterson's efforts in processing the necessary city approvals for a project consisting of a 120-acre business park, expected to bring over 1,000 new jobs to the City
- Responsible for the planning of a 1,100-acre industrial and commercial business park for the City of Patterson
- Assist cities in the preparation and evaluation of general and specific plan updates and adoptions
- Represented the City of Riverbank in CEQA litigation, resulting in a $4M settlement for the city
- Successfully mediated and settled litigation cases on behalf of both private and public clients

Professional Honors and Activities:

- Member, California State Bar, Real Estate and Environmental Sections
- Member, Sacramento County Bar Association
- Selected by his peers for inclusion in *The Best Lawyers™ in America* 2021 Edition, Real Estate Law
- Northern California Super Lawyer
- Top Lawyer, *Sacramento Magazine*

White Brenner LLP

Nubia I. Goldstein
Partner

D 916.468.0946
nubia@whitebrennerllp.com

EDUCATION

J.D., University of the Pacific, McGeorge School of Law

B.A., California State University, Sacramento

CA Bar Admission Date: 12/2010

Bar No. 272305

LANGUAGES

Spanish (fluent)

If Nubia Goldstein's career seems perfectly tailored towards municipal law, that's because it is. From majoring in Government at California State University, Sacramento to choosing Public Law and Policy as her academic focus at the University of the Pacific, McGeorge School of Law, Nubia has developed a background in politics and policy that continually influences her diverse public agency work today.

As part of the White Brenner LLP team, Nubia's areas of practice include real estate and land use, litigation, eminent domain and legislative advocacy. Nubia serves as City Attorney for the cities of Newman, Ceres and Patterson and Deputy City Attorney to the cities of Angels Camp, Dixon, Livingston and Sonora, as well as General Counsel to the California Electronic Recording Transaction Network Authority (CeRTNA) and Special Counsel to the city of Redwood City. She advises White Brenner LLP's municipal and special district clients on issues related to the Brown Act, conflicts of interest, election law and land use matters. She represents the firm's public and private clients in all stages of litigation, mediation and alternative dispute resolution. She is a member of the Public Law section of the California State Bar, a member of the Hispanic National Bar Association, and a registered lobbyist.

Before entering law school, Nubia gained legislative experience working at the Capitol for a California Assemblywoman and political know-how while working on local election campaigns. The time spent staffing bills and communicating with constituents and lobbyists naturally carried over to her desire to practice law. While at McGeorge, Nubia participated in several student organizations and served as President and Executive Chair of McGeorge's Public Legal Services Society. In addition to graduating with distinction, she earned the Witkin Award for Excellence in two courses, was admitted to the Traynor Honor Society, and received the Outstanding Student service Award for her significant contributions to the McGeorge community.

Outside of her academic honors, Nubia built upon her governmental relations and legal experience at the California Attorney General's Office, Fair Political Practices Commission, and the Department of Fair Employment and Housing. She also previously worked in the Civil Law and Motion Department of the Sacramento County Superior Court. The accumulation of all these experiences naturally drew Nubia towards municipal law as an intersection of politics, policy, and law.

Significant Projects and Representations:

- City Attorney for the cities of Newman, Ceres, and Patterson
- Deputy City Attorney for Angels Camp, Dixon, Livingston, and Sonora
- Representing the City of Patterson in all aspects of litigation with local developers
- Representing local business owners in obtaining entitlements for emerging industries
- Advising public agency clients in evaluating compliance with California and federal election laws
- Represented the City of Patterson in litigation regarding environmental and permit conditions related to storm drainage
- Assisting the City of Newman in developing an urban growth boundary
- Representing solar developers in obtaining entitlements and drafting contracts related to large-scale photovoltaic systems
- Represented the City of Riverbank in CEQA litigation, resulting in a $4M settlement for the city

Professional Honors and Activities:

- Member, Hispanic National Bar Association
- Registered Lobbyist
- President and Executive Chair of McGeorge's Public Legal Services Society
- Recipient, Witkin Award for Excellence
- Contributor and Reviewer, California Municipal Law Handbook
- Contributor and Reviewer, California Special District Association's Sample Policy Handbook
- Selected for inclusion as a Super Lawyers Rising Star
- Best of the Bar, *Sacramento Business Journal*
- Top Lawyers, *Sacramento Magazine*
- Selected Participant, Latina Commission 2017 Leadership Academy, Hispanic National Bar Association
- Designated National Institute for Trial Advocacy Training (NITA) Advocate

William Creger
Senior Attorney

D 916.468.0945
william@whitebrennerllp.com

EDUCATION

J.D., University of the Pacific, McGeorge School of Law

B.A., University of California, Davis

CA Bar Admission Date: 04/2007

Bar No. 248697

A seasoned labor and employment attorney, Will Creger represented both employers and unions before joining White Brenner. His diverse experience affords him a unique perspective when addressing challenges faced by the Firm's clients. In addition to providing his organizational clients with advice and training on a wide variety of subjects as their general counsel, Will has defended their interests in all phases of union organizational campaigns and collective bargaining processes, including prosecuting and defending unfair labor practice charges and complaints.

Will prides himself on his ability to find creative resolutions to disputes and his capacity to maintain congenial and long-term relationships with the people on the other side of the bargaining table. When settlement has proven elusive, Will has successfully represented his clients in a litany of judicial and quasi-judicial forums including state superior and appellate courts, the National Labor Relations Board, the Public Employment Relations Board, the Agricultural Labor Relations Board, the Office of Administrative Hearings, the State Personnel Board, the Division of Labor Standards Enforcement, the Department of Fair Employment and Housing/ Civil Rights Department, and the Workers' Compensation Appeals Board.

As a former advocate for public safety unions, Will has comprehensive familiarity with all facets of the Public Safety Officers Procedural Bill of Rights Act, the Firefighters Procedural Bill of Rights Act, the Meyers-Milias Brown Act, and related legislation. He is practiced in workplace investigations and has consistently obtained positive results for his clients through a myriad of disciplinary appeals, grievances, impasse procedures, and other disputes related to collective bargaining agreements before arbitrators, administrative law judges, and various panels, commissions, and tribunals.

In his free time, Will enjoys the outdoors with his family and his Australian Cattle Dog, Merlin.

Significant Projects and Representations:

- Represented large public safety unions and non-profits as general counsel
- Represented multi-state agricultural employers and subsidiaries
- Negotiated collective bargaining agreements and successor agreements for California Employers
- Defended employers in serious and willful misconduct petitions

Contract #2026-08

TECHNICAL SERVICES AGREEMENT BETWEEN
THE SHASTA REGIONAL TRANSPORTATION AGENCY AND
WHITE BRENNER LLP FOR PREPARATION OF LEGAL SERVICES

This Agreement is entered into between the Shasta Regional Transportation Agency ("SRTA") and White Brenner LLP ("Consultant") for the purpose of Legal Services.

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1. RESPONSIBILITIES OF CONSULTANT

A) Consultant shall complete the services outlined in the scope of work shown in Attachment A.

B) As required by California Government Code Section 7550, each document or report prepared by Consultant, for or under the direction of SRTA pursuant to this Agreement, shall contain the numbers and dollar amount of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. If multiple documents or written reports are the subject of the agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports. Consultant shall label the bottom of the last page of the document or report as follows: Shasta Regional Transportation Agency, Agreement number, and dollar amount. If more than one document or report is produced under this Agreement, Consultant shall add: "This [document or report] is one of [number] produced under this Agreement."

2. RESPONSIBILITIES OF SRTA

A) SRTA shall compensate Consultant as set forth in Sections 4 and 5 of this Agreement and shall monitor Consultant's performance.

B) SRTA shall review draft documents in a timely manner.

C) SRTA will provide all necessary documents, information or otherwise in a timely manner.

3. KEY PERSONNEL

The Consultant shall retain the contracted primary legal counsel and deputy legal counsel as specified in Attachment A within this Agreement. If legal counsel representation is revised, SRTA shall require notice within seven (7) days of the change. SRTA retains the right to terminate the contract if the legal counsel change is not acceptable to SRTA.

4. COMPENSATION

Compensation shall be based on expenses associated with the deliverables, per the budget shown in Attachment B. Compensation shall not exceed $200,000 for the services described in both Attachments A and B.

5. BILLING AND PAYMENT

Consultant shall submit to SRTA within thirty days (30) after completion of the services described in section 1, an itemized, mailed or emailed invoice of services rendered and an accompanying progress report. Invoices should be sent to either the street address or email address provided in Section 21. Consultant may submit periodic invoices (no more than twelve per year) as work is completed during the term of this Agreement; however, not less than quarterly Consultant shall submit an invoice and progress report **within ten days following the close of the quarter**. SRTA's quarters end on the following dates:

- Q1 – September 30
- Q2 – December 31
- Q3 – March 31
- Q4 – June 30

SRTA's fiscal year runs from July 1 to June 30 of each year. Consultant must provide an invoice for all work completed by June 30 within 10 days of that date to ensure SRTA has time to review and approve final invoices. This ensures invoices can be paid in a timely fashion and SRTA can receive reimbursement from federal and state grants. Many of SRTA's programs, and therefore contracts, are funded with federal or state grants with strict reimbursement timelines limiting availability of grant funds. Therefore, failure of Consultant to provide a timely invoice may result in delay in payment of invoice by SRTA or forfeiture of funds for said invoice due to Consultant negligence.

SRTA shall make payment within 30 days of receipt of Consultant's correct and approved invoice(s). All requests for payment must include the following:

a. Consultant's name;
b. Invoice date and number;
c. Reference to project name and number;
d. Narrative of services performed in the period by task, and any agreed-upon deliverables per Attachments A and B;
e. Amount of the invoice.

For travel and subsistence (per diem) expenses of Consultant and its subcontractors, Consultant rates shall not exceed rates authorized to be paid rank and file State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by Consultant are in excess of DPA rates, SRTA will not reimburse those amounts in excess of the DPA rates.

Consultant shall agree, and shall require its subcontractors to agree, that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual project cost items (contractors shall refer to 2 CFR, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and/or parties shall comply with applicable regulations (i) 2 CFR part 220, ''Cost Principles for Educational Institutions (OMB Circular A–21);'' and (ii) 2 CFR part 230, ''Cost Principles for Non-Profit Organizations (OMB Circular A–122)).

Consultant, and its subcontractors, shall establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support Requests for Reimbursement which segregate and accumulate the costs of work elements by line item (i.e., direct labor, other direct costs, consultants/subcontractor, etc.) and enable the determination of incurred costs at interim points of completion, and also provide support for reimbursement payment vouchers or invoices.

For the purpose of determining compliance with Title 2, California Government Code, Chapter 6.5, Article 2, Section 8546.7, Consultant and its subcontractors shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts and/or agreements, including, but not limited to, the costs of administering those various contracts and/or agreements. All of the above referenced parties shall make such contracts and/or agreements available at their respective offices at all reasonable times during the entire period of the contract duration and for three (3) years from the date of final payment to Consultant or until audit resolution is achieved for each annual SRTA Overall Work Program Agreement, whichever is later. The State, the California State Auditor, or any duly authorized representative of the State or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to the fulfillment of the contracts/ and/or agreements for audits, examinations, excerpts, and transactions, and Consultant and its subcontractors shall furnish copies thereof if requested.

6. <u>TERM OF AGREEMENT AND SCHEDULE</u>

A) This Agreement shall commence on the date of SRTA board of directors, or executive director, signing and shall terminate upon completion of the services described in section 1 and Attachment A, or on June 30, 2031, whichever is earlier, unless this Agreement is terminated under the provisions of Section 8 of this Agreement of this agreement, or if SRTA decides to exercise one or both extensions of one year each (See 6(C) below).

B) If the project scope is not complete by the termination date, the Agreement may be extended for a specific period without any change in compensation to the

Consultant by a written agreement between the Consultant and the executive director.

C) SRTA reserves the sole right to exercise options to extend the agreement for two years, annually. Such extension must be agreed to in writing via administrative amendment to this agreement between the Consultant and the executive director.

7. <u>SUBCONTRACTORS</u>

Subcontractor contracts containing Federal and State planning funds are required to be competitively bid and awarded in accordance with Title 49, CFR, Part 18, Section 18.37 and consistent with Local Assistance Procedure Manual, Ch. 10 or successors thereto. If specialized legal services are necessary and are not within the scope of services available by Consultant, Consultant will follow applicable federal and state laws pertaining to specialized legal services requested by SRTA.

8. <u>TERMINATION OF AGREEMENT</u>

A) Termination for Convenience – This Agreement may be terminated by either party for any reason and at any time by giving no less than thirty (30) days written notice of such termination to the other party and specifying the effective date thereof.

B) Termination for Cause – If Consultant materially fails to perform duties to the satisfaction of SRTA or if Consultant fails to fulfill in a timely and professional manner obligations under this Agreement, or if Consultant violates any of the terms or provisions of this Agreement, then SRTA shall have the right to terminate this Agreement for cause effective immediately upon SRTA giving written notice thereof to Consultant.

If termination for cause is given by SRTA to Consultant and it is later determined that Consultant was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph A of this section.

C) Immediate Termination – SRTA may terminate this Agreement immediately upon oral and/or written notice should funding cease, or be materially decreased, during the term of this Agreement.

D) Stop Work Order – SRTA may, in order to investigate a possible deficiently-performing consultant or, in some instances protect itself and/or consultant from financial risk associated with lapsed funding, may request a stop order on all consultant work associated with this Agreement. Such stop work order will be delivered in writing to the consultant and shall be effective immediately.

E) SRTA's right to terminate this Agreement may be exercised by the Executive Director, or his/her designee.

F) Disposition of, Title to and Payment for Work upon Expiration or Termination –

Upon expiration of this Agreement or termination for cause or termination for the convenience of a party, all finished or unfinished documents and other materials (e.g. finished and unfinished reports, data, studies, photographs, charts, and other documents), if any, and all rights therein shall become, at the option of SRTA, the property of and shall be promptly returned to SRTA, although Consultant may retain a copy of such work for its personal records only. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by Consultant under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only SRTA shall be entitled to claim or apply for the copyright or patent thereof.

G) Payment Terms Upon Termination – Consultant shall only be paid for services satisfactorily completed and provided prior to the notice of termination. Consultant shall be paid for the percentage of work satisfactorily completed under the Agreement, as agreed to by the agency, to the total compensation authorized by the Agreement, less payments of compensation previously made.

9. <u>ENTIRE AGREEMENT; AMENDMENTS</u>

A) This Agreement supersedes all previous agreements relating to the subject of this Agreement and constitutes the entire understanding of the parties hereto. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into and executing this Agreement, Consultant relies solely upon the provisions contained in this Agreement and no others.

B) No changes, amendments, or alterations shall be effective unless in writing and signed by both parties. However, minor amendments which do not result in a substantial or functional change to the original intent of the Agreement and do not cause an increase to the maximum amount payable under this Agreement may be agreed to in writing between Consultant and the executive director. If the proposed minor amendment alters the project schedule, a revised project schedule will be required from the Consultant for this Agreement.

C) The headings that appear in this Agreement are for reference purposes only and shall not affect the meaning or construction of this Agreement.

10. NONASSIGNMENT OF AGREEMENT; NON-WAIVER

Inasmuch as this Agreement is intended to secure the specialized services of the Consultant, Consultant may not assign, transfer, delegate or sublet any interest herein without the prior written consent of SRTA. The waiver by SRTA of any breach of any requirement of this Agreement shall not be deemed to be a waiver of any other breach.

11. EMPLOYMENT STATUS OF CONSULTANT

Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow SRTA to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; provided, however, that the services to be provided by Consultant shall be provided in a manner consistent with the professional standards applicable to such services. The interest of SRTA is to ensure that services shall be rendered and performed in a competent, efficient, timely and satisfactory manner. Consultant shall be fully responsible for payment of all taxes due to the State of California or the federal government which would be withheld from compensation if Consultant were an SRTA employee. SRTA shall not be liable for deductions for any amount, for any purpose, from Consultant's compensation. Consultant shall not be eligible for coverage under SRTA workers' compensation insurance plan nor shall Consultant be eligible for any other SRTA benefit. Consultant must issue W-2 and 941 Forms for income and employment tax purposes, for all of Consultant's assigned personnel under the terms and conditions of this Agreement.

12. INDEMNIFICATION

Consultant shall defend, hold harmless, and indemnify SRTA, its elected officials, officers, employees, and agents against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of SRTA counsel and counsel retained by SRTA, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of SRTA) being damaged by the negligent acts, willful acts, or errors or omissions of the Consultant or any of Consultant's subcontractors, any person employed under Consultant, or under any subcontractor, or in any capacity during the progress of the work, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of SRTA. Consultant shall also defend and indemnify SRTA for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify and hold harmless SRTA with respect to Consultant's "independent contractor" status that would establish a liability on SRTA for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment.

For professional services provided under this Agreement, Consultant shall indemnify, defend, and hold harmless SRTA, its elected officials, officers, employees, agents, and volunteers from and against any and all claims, demands, actions, losses, liabilities, damage, and costs, including reasonable attorneys' fees, to the extent caused by the performance of the professional services provided under this Agreement.

13. <u>INSURANCE COVERAGE</u>

A) Consultant and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this Agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other insurance necessary to protect SRTA and the public with limits of liability of not less than $1 million combined single limit bodily injury and property damage; such insurance shall be primary as to any other insurance maintained by SRTA.

B) Consultant and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor(s) employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Consultant or subcontractor. Consultant hereby certifies that Consultant is aware of the provisions of section 3700 of the Labor Code which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant will comply with such provisions before commencing the performance of the work of this Agreement.

C) Consultant shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than $1 million.

D) Consultant shall require subcontractors to furnish satisfactory proof to them that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Consultant pursuant to this Agreement. Consultant shall not allow any contract or subcontract to continue without proper insurance in effect after notification of the lapse of requisite insurance.

E) With regard to all insurance coverage required by this Agreement:

(1) Any deductible or self-insured retention exceeding $25,000 for Consultant or subcontractor shall be disclosed to and be subject to approval by SRTA prior to the effective date of this Agreement.

(2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Consultant or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of the Agreement and continue coverage for a period of three years after the expiration of the Agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Consultant or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide coverage for claims received and reported three years after the expiration date of the Agreement.

(3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names the *Shasta Regional Transportation Agency (SRTA), its elected officials, officers, employees, agents, and volunteers as an additional insured* and provides that coverage *shall not be reduced or canceled without 30 days written prior notice certain to SRTA.* The Additional Insured coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations and CG 20 37 for completed operations.

(4) Each insurance policy (except for workers' compensation and professional liability policies), or endorsement thereto, shall contain a "separation of insureds" clause which shall read:

"Separation of Insureds."

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a) As if each Named Insured were the only Named Insured; and

b) Separately to each suit insured against whom a claim is made or suit is brought."

(5) Consultant shall provide SRTA with an endorsement or amendment to Consultant's policy of insurance as evidence of insurance protection before the effective date of this Agreement. The accountant/finance officer, or his designee, shall approve the insurance certificate. A copy of the insurance certificate will be kept in the project file.

(6) The insurance required herein shall be in effect at all times during the term of the Agreement. In the event any insurance coverage expires at any time during the term of the Agreement, Consultant shall provide, at least twenty (20) days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the

term of the Agreement or for a period of not less than one year. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within ten (10) days of the expiration of the endorsement or policy amendment in effect at inception of the Agreement, SRTA may, in addition to any other remedies it may have, terminate the Agreement upon the occurrence of such event and pay in full all contractual invoices for work completed prior to expiration of insurance.

(7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Consultant shall provide SRTA a certificate of insurance reflecting those limits.

14. <u>NOTICE OF CLAIM/APPLICABLE LAW/VENUE</u>

A) If any claim for damages is filed with Consultant or if any lawsuit is instituted concerning Consultant's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect SRTA, Consultant shall give prompt and timely notice thereof to SRTA. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten days following the date of service of process of a lawsuit.

B) Any dispute between the parties, and the interpretation of this Agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

15. <u>FEDERAL CERTIFICATIONS AND ASSURANCES</u>

A) The Consultant shall adhere to the requirements contained in SRTA's annual Certification and Assurances (FHWA and FTA "Metropolitan Transportation Planning Process Certification") submitted as part of SRTA's OWP, pursuant to 23 CFR 450.334 and 23 U.S.C. 134. This Certification shall be published annually in SRTA'S OWP. Such requirements shall apply to the Consultant to the same extent as SRTA and may include, but are not limited to:

(1) 23 U.S.C. 134, 49 U.S.C. 5303, and this subpart;

(2) In nonattainment and maintenance areas, section 174 and 176 (c) and (d) of the Clean Air Act, as amended (42 U.S.C. 7504, 7506 (c) and (d)) and 40 CFR part 93.

(3) Title VI of the Civil Rights Act of 1964 and Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794;

(4) The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR parts 27, 37, and 38;

(5) 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;

(6) 23 CFR part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;

(7) The Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;

(8) Section 324 of title 23 U.S.C. regarding the prohibition of discrimination based on gender; and

(9) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.

B) The Consultant shall additionally comply with the requirements contained in the annual FTA "Certifications and Assurances for FTA Assistance," including "Certifications and Assurances Required of Each Applicant" and the "Lobbying Certification" in compliance with 49 U.S.C. Chapter 53; published annually in SRTA'S OWP and found online at http://www.fta.dot.gov/grants/12825_93.html. Such assurances shall apply to the Consultant to the same extent as SRTA, including but not limited to the following areas:
(1) Authority of Applicant and its Representatives;
(2) Standard Assurances;
(3) Intergovernmental Review Assurance;
(4) Nondiscrimination Assurance;
(5) Suspension and Debarment Certification;
(6) U.S. OMB Assurances in SF-424B and SF-424D.

16. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION

A) In the performance of work undertaken pursuant to this Agreement, the Consultant for itself, its assignees, and successors in interest, shall affirmatively require that its employees and subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer), age (over 40), marital status, denial of family and medical care leave, and denial of pregnancy disability leave.

B) The Consultant shall ensure that the evaluation and treatment of its employees and applicants for employment, as well as its subcontractors, are free from such discrimination and harassment. The Consultant shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing the Government Code sections referenced above, are incorporated into this Agreement by reference and made a part hereof as set forth in full. The Consultant shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other labor agreements.

C) In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, SRTA shall impose such contract sanctions as it, the DOT, or other applicable funding agency may determine to be appropriate, including, but not limited to:
   (1) Withholding of payments to the Consultant under this Agreement until the Consultant complies; and/or
   (2) Cancellation, termination or suspension of the Agreement, in whole or in part.

D) Consultant shall permit access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission or any other agency of the State of California designated by the State to investigate compliance with this section.

E) The Consultant shall include the provisions of this Section in every agreement with its subcontractor(s). The Consultant shall take such action with respect to any such agreement as SRTA, the DOT, or other applicable funding agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

17. <u>COMPLIANCE WITH LAWS</u>

A) Consultant will observe and comply with all applicable federal, state, and local laws, ordinances, and codes which relate to the services to be provided pursuant to this Agreement.

B) Consultant agrees to adhere to the Buy America regulations which apply to federally-assisted, typically development and/or construction activities subject to a NEPA determination, procurements exceeding certain amounts. Buy America regulations require Consultant to provide goods produced or manufactured in the US, unless the federal government has granted a waiver authorized by those regulations.

In addition to FTA's Buy America Act, which requires that the steel, iron, and manufactured goods used in an FTA-funded project are produced in the United States (49 U.S.C. § 5323(j)(1)), the Build America, Buy America Act (BABA) (Public Law 117-58, div. G § 70914(a)) now requires that construction materials used in infrastructure projects are also produced in the United States. Refer to terms and conditions in FTA's Master Agreement Section 15. The BABA requirement applies to this grant, in addition to the Buy America Act, except to the extent a waiver of either requirements may apply.

C) When using federal funds, Consultant will, for any contract of over $30,000, abide by lobbying disclosure requirements, per compliance with 31 U.S.C. 1352. For contracts which exceed $100,000, Consultant shall require the following language of this subsection to be included in all subcontracts.

(1) By signing this Agreement, Consultant certifies, to the best of its knowledge and belief, that no state or federal funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any state or federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any state or federal contract, the making of any state or federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
(2) If any funds other than state or federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Consultant shall complete and submit Federal Standard Form-LL, "Disclosure Form to Report Lobbying," in accordance with those form instructions.
(3) This certification is a material representation of fact, upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. and by the MFTA between SRTA and the state or, alternatively, the grant agreement with the respective funding entity. Any persons who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and more than $100,000 for each such failure.

D) Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate.

Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Consultant, to the extent the Federal Government deems appropriate.

E) Consultant is required to acknowledge the mandatory standards and policies related to energy efficiency that are contained in the State Energy Efficiency Action Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et. seq.).

F) Consultant acknowledges that it will not enter into contracts for over $25,000 with suspended or debarred consultants (Executive Order 12549; 49 CFR part 29). This contract is a covered transaction for purposes of 49 CFR Part 29. As such, Consultant is required to verify that neither itself, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

Consultant is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, Consultant certifies as follows:

The certification in this clause is a material representation of fact relied upon by SRTA. If it is later determined that the Consultant knowingly rendered an erroneous certification, in addition to remedies available to SRTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Consultant agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions.

G) Consultant will comply with appropriate Patent and Rights in Data requirements (37 C.F.R. Part 401 and 49 C.F.R. Part 18).

H) Consultant will comply with 49 U.S.C. 40118 in accordance with the General Service Administration's regulations at 41 C.F.R. Part 301-10.

I) Consultant, in accordance with 49 U.S.C. Section 5325(b)(3), will ensure that all federally assisted contracts and subcontracts including program management, architectural engineering, feasibility studies, preliminary engineering, design, architectural, engineering, surveying, mapping or related services must be performed (i.e. a consultant cannot incur and invoice the agency any unallowable, unallocable, or unreasonable costs prohibited by the Federal Acquisition Regulations (FAR) and/or the contract terms and conditions) and audited in accordance with FAR Part 31 cost principles. The consultant, its sub-consultants, and sub-recipients must accept FAR indirect cost rates for one-year applicable accounting periods established by a cognizant federal or state government agency, if those rates are not currently under dispute, and these established rates will apply for purposes of contract estimation, negotiation, administration, reporting, change order, options, and payments, not limited by administrative or de facto ceilings.

J) Consultant shall at all times comply with all applicable Federal Transit Administration (FTA) regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between SRTA and FTA, as they may be amended or promulgated from time to time during the term of this contract. Consultant's failure to so comply shall constitute a material breach of this contract.

K) Consultant agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

L) SRTA and Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to SRTA, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

M) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any SRTA requests which would cause SRTA to be in violation of the FTA terms and conditions.

18. ACCESS TO RECORDS/RETENTION

SRTA, federal, and state officials shall have, without charge, access to any books, documents, papers, and records of Consultant which are directly pertinent to the subject matter of this Agreement for the purpose of auditing or examining the activities of Consultant or SRTA. Except where longer retention is required by federal or state law, Consultant shall maintain all records for five years after SRTA makes final payment hereunder.

19. LICENSES AND PERMITS

Consultant shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by SRTA. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by SRTA.

20. PERFORMANCE STANDARDS/LIQUIDATED DAMAGES

Consultant shall perform the services required by this Agreement in accordance with the industry and/or professional standards applicable to Consultant's services. Consultant shall ensure that work is performed in a timely manner so that SRTA may meet its federal and state responsibilities and financial requirements.

Should Consultant materially fail to meet its obligations such that it prevents SRTA from meeting applicable federal or state mandates, reporting requirements including financial reporting requirements, grant conditions, or any other requirement applicable to this Agreement, or that results in fees imposed on SRTA, Consultant recognizes that SRTA may impose similar penalties, fees, or liquidated damages on Consultant. Such fees, at a minimum, will be in the amount of fifty dollars ($250.00) per business day from the date of notice of delinquency sent to SRTA from the awarding agency.

21. CONFLICT OF INTEREST

Consultant, including its officers and employees, is required, prior to entering into this Agreement, to inform agency of any real or apparent organizational conflict of interest. Such organizational conflict of interest exists when the nature of the work to be performed under a contract may, without some restriction on future activities, results in an unfair competitive advantage to the Consultant, or may impact the Consultant's objectivity in performing the contract work.

22. NOTICES

A) Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be sent first-class mail and/or email to the following addresses:

If to SRTA:	Shasta Regional Transportation Agency Attn: Sean Tiedgen, AICP, Executive Director 1255 East Street, Suite 202 Redding, CA 96001 srta@srta.ca.gov
If to Consultant:	White Brenner LLP Attn: Douglas White 1608 T Street Sacramento, CA 95811 Doug@WhiteBrennerLLP.com

B) Notice shall be deemed to be effective two days after mailing. For more expedient delivery, an email may be used for more administrative types of communication, with the provision there is record of receipt of the transmission. Any oral notice authorized by this Agreement shall be deemed to be effective immediately.

23. CONFIDENTIALITY

During the term of this Agreement, both parties may have access to information that is confidential or proprietary in nature. Both parties agree to preserve the confidentiality of, and to not disclose, any such information to any third party without the express written consent of the other party or as required by law. This provision shall survive the termination, expiration, or cancellation of the Agreement.

24. SCOPE AND OWNERSHIP OF WORK

All research data, reports, and every other work product of any kind or character arising from or relating to this Agreement shall become the property of SRTA and be delivered to SRTA upon completion of its authorized use pursuant to the Agreement. SRTA may use such work products for any purpose whatsoever. All works produced under this Agreement shall be deemed works produced by a contractor for hire, and all copyright with respect thereto shall vest in SRTA without payment of royalty or any other additional compensation.

Notwithstanding anything to the contrary contained in this Agreement, all proposals submitted in response to an RFP will become the exclusive property of the agency. At such time as the executive director recommends a proposal to the SRTA Board of Directors and such recommendation appears on the board agenda, all proposals submitted in response to the RFP shall become a matter of public record and shall be regarded as public records. **If there are any trade or proprietary secrets included by the consultant, the consultant may provide a different copy of the proposal that would be acceptable to release to the public. If an alternate document is not made available to SRTA by the consultant, then the original proposal, as submitted, will be released as requested.** Proprietary information can include secret formulas, processes, and methods used in production. It can also include a company's business and marketing plans, salary structure, customer lists, contracts, and details of its computer systems. In some cases, the special knowledge and skills that an employee has learned on the job are considered to be a company's proprietary information.

25. SEVERABILITY

If any portion of this Agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

IN WITNESS THEREOF, SRTA and Consultant have executed this Agreement on the day and year of the last signature set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this Agreement and to bind the party on whose behalf his/her execution is made.

SHASTA REGIONAL TRANSPORTATION AGENCY

Date: ___________________

____
Sean Tiedgen, AICP, Executive Director

White Brenner LLP

Date: ___________________

By: ___________________________________
Doug White
Principal/President

Tax I.D.#: _____________________________

Approved as to form:

John Kenny
Counsel, Shasta Regional Transportation Agency

____

Attachment A
SCOPE OF WORK

Representation:

Primary Legal Counsel assigned to SRTA will be Douglas White.
Deputy Legal Counsel assigned to SRTA will be Nubia Goldstein.
Primary Legal Counsel assigned to SRTA for Human Resources will be William Creger.

Any change to the above attorneys is subject to SRTA approval and notifications consistent with Section 3 of this agreement.

Legal Services

General Agency Operations:

- Contract initiation and management, including attendance at a kick-off meeting with SRTA's Executive Director at the beginning of the contract to establish and agree upon the communication protocols, roles, responsibilities, and expectations. SRTA staff will further explain the needs of the agency and invoicing procedures.
- Review, draft, revise, and approve agreements, contracts, and policies between SRTA and various consultants and agencies needed to carry out transportation needs, operations, and plans. Additionally, review, approve, draft, or revise any new agency policies, updates, or written materials related to SRTA operations.
- Attend SRTA Board Meetings, during which the legal counsel will be available in-person to potentially address and advise on matters as they arise and to provide direction to the Board to avoid any conflicts with existing laws.
- Respond to circumstances and questions as they arise from the Executive Director and other SRTA staff members via various communication methods, including email and telephone. The legal counsel should expect to respond by phone or email within the same day or 24 hours for urgent matters, 48 hours for routine inquiries, and within 3-5 business days for complex/non-urgent requests.
- Make every effort to provide the most cost effective services possible to SRTA and suggest options and techniques to dispose of unnecessary or costly processes, procedures or cases without unnecessary pleadings or discovery.
- Act as Legal Counsel to SRTA, its officers, and employees, including appearing in court, preparing and filing needed documents, and providing copies to SRTA. This includes assisting the Executive Director with settlement evaluations and negotiations
- Perfom research and interpret laws, court decisions, and other legal authorities in order to prepare legal opinions and to advise the board and staff on legal matters pertaining to SRTA operations;
- Monitor pending and current state and federal legislations and case law as appropriate.
- Provide SRTA with the necessary representation by staff qualified to perform the legal tasks at the least costly billing category.

- Coordinate with SRTA in performing services under this Agreement and shall report to SRTA's board of directors, or to the executive director of SRTA, as requested, regarding the matter or cases it is handling.
- Obtain SRTA executive director's written approval before retaining any additional consultant or expert witness.
- Assist SRTA's Executive Director in settlement evaluations and negotiations and obtain SRTA Executive Director's authority before making any settlement proposal on SRTA's behalf or to the Court or to any other party to the case(s).
- Immediately notify Executive Director verbally and in writing when a judgment, verdict or other award is rendered.
- Provide to SRTA copies of all substantive pleadings and motions filed with the court or other administrative body, including those submitted by another party.
- also submit copies of all court rulings.
- Compile and maintain all backup documentation to support all entries included in its billings.

In order to contain costs, many of Consultant's communications with SRTA will be by way of electronic mail or telephone to SRTA. However, certain information must be provided in writing, such as reports for any cases including SRTA:

1. **<u>Case Evaluation, Plan and Budget</u>**

   (a) The *Case Evaluation, Plan and Budget* is a confidential independent evaluation of the case that will serve as the basis for developing SRTA's legal position and strategy and for controlling litigation costs. It will include a budget of foreseeable defense costs and the other information as set forth below.

   (b) The *Case Evaluation, Plan and Budget* shall be submitted to SRTA as soon as possible after Consultant's initial analysis of the case, but no later than 60 days after Consultant first appears in the case.

This report shall provide a thorough evaluation of the case based on the information then available to Consultant, within sixty (60) days of Consultant's first appearance in the case.

The evaluation shall contain a brief summary of Plaintiff's allegations, without lengthy quotations from the complaint. It shall also contain a succinct evaluation of SRTA's defenses, with citations to the controlling legal authorities, but without unnecessary detail.

The evaluation shall include a case plan explaining Consultant's recommended case strategy, including Consultant's suggestions for motions to limit issues or dispose of the case in its entirety, as well as necessary discovery.

The report shall include a defense budget which indicates the projected cost of each major case activity, including trial.

The report shall contain suggestions to contain defense costs, with the potential benefits and disadvantages of each cost-saving technique.

Consultant shall also give its recommendations regarding settlement.

Reports for cases with complex fact patterns, multiple parties, or numerous causes of action will be lengthier and more detailed than the reports for simpler cases.

2. **<u>Case Status Reports</u>**

(a) A *Case Status Report* is a summary of the significant actions and developments in the case since the last report or since the submission of the *Case Evaluation, Plan and Budget*, as applicable.

(b) The *Case Status Report* shall contain the information as set forth below.

(c) Consultant shall ordinarily provide *Case Status Reports* every six months. Between reports, Consultant shall advise SRTA by electronic mail or telephone of important case developments or re-assessment of SRTA's exposure and, if requested, prepare a *Case Status Report*.

The *Case Status Report* is intended to update SRTA on major case developments and to modify, when necessary, Consultant's defense budget or its recommendations regarding case strategy.

SRTA does not want to receive page-by-page deposition or medical record summaries, or lengthy analyses of the authorities Consultant is relying on in SRTA's defense. Instead, a summary of the controlling facts and authorities is sufficient.

The report should indicate Consultant's charges to date and state whether its billings for its activities remain within the previously established defense budget.

The report should also state the Consultant's estimate of SRTA's exposure in the case and the likely dollar ranges for settlement and verdict.

Human Resources Compliance:

- Review, update, and approve SRTA Employee Handbook on an annual basis beginning January 1 of each year and respond to employment-related matters in the same time specifications stated on Attachment A of this Agreement.
- Respond to, assist, and advise with matters regarding employment, which may include employment health benefits, employee/employer CalPERS benefits, CalPERS contracts, personnel procedures, administrative procedures, OSHA compliance, equal opportunity practices and other matters related to labor and employment laws.
- Review, draft, and edit and approve employment-related documents as-needed.
- SRTA will provide the most recent version of the agency's human resources employee manual by October 1 of each year.

Landlord Tenant:

- Review, draft, and edit and approve Landlord-Tenant leases or other agreements.
- Respond to SRTA questions as needed, provide advice, or other support as needed via email, telephone or other communication means in the response time specifications stated on Attachment A of this agreement.

Attachment B
BUDGET

Maximum Compensation: **$200,000** for the period of July 1, 2026 through June 30, 2033. The last two years being optional extensions agreed upon by SRTA and White Brenner LLP. Consultant shall be paid at the hourly rate for the hours actually expended and for expenses actually incurred for services as identified below, and in the Scope of Work (Attachment A).

Consultant services will be provided at the following rates:

Services	Rates per Hour*	Personnel
General Legal	$250/hour	Blended for all attorneys, paralegals, and law clerks. Administrative professional time is not billed.
Specialized	$350/hour	
Cost Recovery/Reimburseable	$450/hour	

*Rate increases: The billing rates above may be adjusted annually, starting on July 1, 2027, according to either of the following, whichever is lower:

- A 3% cost-of-living increase; or
- Consumer Price Index (CPI) for All Urban Consumers for San Francisco-Oakland-Hayward.

*No separate charges for secretarial or other administrative charges. Fees include all routine word processing, secretarial, and office costs associated with the provision of legal services. For technology costs (e.g., legal research services, court calendaring, etc.), a 2.5% technology fee will be added to each matter on the invoice.

Reimbursement to White Brenner for travel will be will at the Internal Revenue Service (IRS) U.S General Services Administration (GSA) rates. Reimbursement for time traveled will be billed at the General Legal Services cost.

Other expenses remibursed by SRTA may include costs associated with long-distance telephone calls billed at the charge of call, extraordinary photocopy charges billed at 0.25 cents per page or other large project copies necessary for legal representation.

Should White Brenner LLP foresee a month where sevices are are anticipated to be higher than adverage, the firm will communicate with SRTA in advance so there are no surprises when the invoice arrives. If any questions arise regarding the Firm's invoices SRTA will contact the Firm promptly to address.

General Counsel Services Cost Examples may include but are not limited to:

- Attendance at all scheduled board meetings and special meetings (including regular sesions, closed sessions and as needed work sessions)
- Attendance as requested, at staff meetings, workshops, and closed sessions;

- Routine legal advice, consultation and opinions to SRTA and staff regarding general agency operation, human resouces or landord tenant matters.
- Preperation, review, revision and approval of staff documents, including, but not limited to initiation of memorandums concerning legal issues, contracts, agreements, ordinances, resolutions, land use decisions on appeal and staff reports related to general agency operations, human resources and landlord tenant matters.
- Advice on the Brown Act, the Public Records Act, the Political Reform Act, and eletions;
- Consultation with the board of directors, executive director and staff as needed, rendering legal advice and opininos concerning legal matters that affect SRTA, including new legislations and court decisions.
- Perfom research and interpret laws, court decisions, and other legal authorities in order to prepare legal opinions and to advise the board and staff on legal matters pertaining to SRTA operations;
- Monitor pending and current state and federal legislations and case law as appropriate.
- Assist with preparation of and review of adgendas for board meetings.
- Advise on parliamentary procedures.
- Assistance with the preparation of review or ordinances, resolutions, forms, notices, certificates, and other documents required by SRTA.
- Consultation with the board or board's labor counsel regarding personnel matters, labor relations matters, litigation and other matters; and
- Coordinating the work of outside legal counsel as needed and as directed by the board or executive director.

Special Counsel Services Cost Examples may include but are not limited to:

- Litigation and dispute matters related to complex general agency operations, such as ______human resources and landlord tenant issues.
- Advising and assistng on complex matters related to general agency opertions, such as _____, as well as complex human resources, such as __ and landlord tenant issues, such as eviction.
- Preparing, reviewing, revising and approval complex documents in relation complex general agency operations such as ___, human resource and landlord tenant matters.
- Managing complex real estate or land use issues.
- Environmental compliance issues.
- Specialized regulartory issues.
- Enterprise funded projects and transactions.
- Entensive legal search and project-specific legal analysis.

Cost Recovery Services

- Legal services associated with matters for which SRTA recieves reimbursement from a third party or another funding source.

Attachment C

- Inclusion of the following clause is required, verbatim, in each CPG-assisted contract:

  - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of United States Department of Transportation-assisted contracts. Failure by the 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 recipient deems appropriate.

- Inclusion of contractual language specifying prompt payment clauses are required in the foregoing provisions. These prompt payment clauses benefit all subcontractors equally.

  Prompt Progress Payment to Subcontractors—A prime contractor or subcontractor shall pay to any subcontractor not later than 10-days of receipt of each progress payment, in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10-day rule is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30-days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies of that Section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor.

  - **Prompt Payment of Withheld Funds to Subcontractors**—The MPO, RTPA or local government entity shall include either (1), (2), or (3) of the following provisions in their CPG-assisted contracts to ensure prompt and full payment of retainage (withheld funds) to subcontractors in compliance with 49 CFR 26.29.

    1) No retainage will be held by the agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor.

2) No retainage will be held by the agency from progress payments due the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor in 30-days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor.

3) The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30-days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance; and/or noncompliance by a subcontractor.