



**Request for Proposal (RFP) for
Outside Legal Counsel**

Solicitation Number:	10089538-19-W
Solicitation Issue Date:	February 05, 2019
Questions and Comments Due:	February 15, 2019 @ 12:00 p.m.
Proposal Due Date and Time (Closing Date):	February 28, 2019 @ 2:00 p.m.
Contract Terms:	Five (5) years from Effective Date, as defined in Article I, Section 1.2 of the City's General Contract Terms and Provisions.
City Contact:	Michael Warner Senior Procurement Contracting Officer 1200 Third Avenue, Suite 200 San Diego, CA 92101 MWarner@sandiego.gov (619) 236-6154
Submissions:	Respondent is required to provide five (5) originals and one (1) electronic copy (e.g. thumb drive or CD) of their response as described herein. Completed and signed RFP signature page is required, with most recent addendum listed as acknowledgement of all addenda issued. Note: Emailed submissions will not be accepted.

**CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10089538-19-W,
Outside Legal Counsel**

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # 10089538-19-W, Outside Legal Counsel (Contractor).

RECITALS

On or about 2/5/2019, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

City has determined that Contractor has the expertise, experience, and personnel necessary to provide the services.

City wishes to retain Contractor to provide as needed Outside Legal Counsel as further described in the Scope of Work, attached hereto as Exhibit B. (Services).

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

**ARTICLE I
CONTRACTOR SERVICES**

1.1 Scope of Work. Contractor shall provide the Services to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Services.

1.2 General Contract Terms and Provisions. This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

**ARTICLE II
DURATION OF CONTRACT**

2.1 Term. This Contract shall be for a period of 5 years beginning on the Effective Date. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

2.2 Effective Date. This Contract shall be effective on the date it is executed by the last Party to sign the Contract, and approved by the City Attorney in accordance with San Diego Charter Section 40.

**ARTICLE III
COMPENSATION**

3.1 Amount of Compensation. City shall pay Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed \$250,000.00.

**ARTICLE IV
WAGE REQUIREMENTS**

4.1 Reserved.

**ARTICLE V
CONTRACT DOCUMENTS**

5.1 Contract Documents. The following documents comprise the Contract between the City and Contractor: this Contract and all exhibits thereto, the RFP; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the RFP, if any.

5.2 Contract Interpretation. The Contract Documents completely describe the Services to be provided. Contractor will provide any Services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe Services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

5.3 Precedence. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The 1st document has the highest priority. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

1st Any properly executed written amendment to the Contract

2nd The Contract

3rd The RFP and the City's written acceptance of any exceptions or clarifications to the RFP, if any

4th Contractor's Pricing

5.4 Counterparts. This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

5.5 Public Agencies. Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

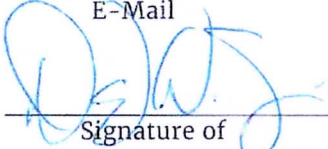
Meyers Nave Riback Silver & Wilson
Proposer

101 West Broadway, Suite 1105
Street Address

San Diego, CA 92101
City

619.569.2099
Telephone No.

rfps@meyersnave.com
E-Mail

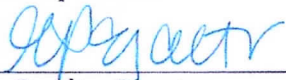
BY: 
Signature of Proposer's Authorized Representative

David W. Skinner
Print Name

Managing Principal
Title

February 27, 2019
Date

CITY OF SAN DIEGO
A Municipal Corporation

BY: 
Kristina Peralta, Director,
Purchasing & Contracting Department

3 DEC 2019
Date Signed

Approved as to form this 2 day of
April, 2020.

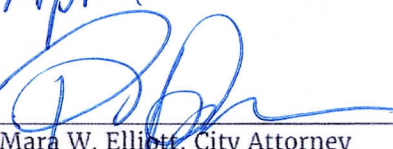
BY: 
Mara W. Elliott, City Attorney

EXHIBIT A
PROPOSAL SUBMISSION AND REQUIREMENTS

A. PROPOSAL SUBMISSION

1. Timely Proposal Submittal. Proposals must be submitted as described herein to the Purchasing & Contracting Department (P&C).

1.1 Reserved.

1.2 Paper Proposals. The City will accept paper proposals in lieu of eProposals. Paper proposals must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed proposals will not be accepted.

1.3 Proposal Due Date. Proposals must be submitted prior to the Closing Date indicated on the eBidding System. E-mailed and/or faxed proposals will not be accepted.

1.4 Pre-Proposal Conference. No pre-proposal conference will be held for this RFP.

1.4.1 Reserved.

1.5 Questions and Comments. Written questions and comments must be submitted electronically via the eBidding System no later than the date specified in the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all proposers who are on record as having received this RFP, via its eBidding System. No oral communications can be relied upon for this RFP. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this RFP.

1.6 Contact with City Staff. Unless otherwise authorized herein, proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are prohibited from communicating with City staff about this RFP from the date this RFP is issued until a contract is awarded.

2. Proposal Format and Organization. Unless electronically submitted, all proposals should be securely bound and must include the following completed and executed forms and information presented in the manner indicated below:

Tab A - Submission of Information and Forms.

2.1 Completed and signed Contract Signature Page. If addenda are issued, the latest Addendum Contract Signature Page is required.

2.2 Exceptions requested by proposer, if any. The proposer must present written factual or legal justification for any exception requested to the Scope of Work, the Contract, or the Exhibits thereto. Any exceptions to the Contract that have not been accepted

by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of proposer's exceptions, reject proposer's exceptions, and deem the proposal non-responsive, or award the Contract without proposer's proposed exceptions. The City will not consider exceptions addressed elsewhere in the proposal.

2.3 The Contractor Standards Pledge of Compliance Form.

2.4 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

2.5 Licenses as required in Exhibit B.

2.6 Reserved.

2.7 Reserved.

2.8 Reserved.

2.9 Reserved.

Tab B - Executive Summary and Responses to Specifications.

2.10 A title page.

2.11 A table of contents.

2.12 An executive summary, limited to one typewritten page, that provides a high-level description of the proposer's ability to meet the requirements of the RFP and the reasons the proposer believes itself to be best qualified to provide the identified services.

2.13 Proposer's response to the RFP.

Tab C - Cost/Price Proposal (if applicable). Proposers shall submit a cost proposal in the form and format described herein. Failure to provide cost(s) in the form and format requested may result in proposal being declared non-responsive and rejected.

3. Proposal Review. Proposers are responsible for carefully examining the RFP, the Scope of Work, this Contract, and all documents incorporated into the Contract by reference before submitting a proposal. If selected for award of contract, proposer shall be bound by same unless the City has accepted proposer's exceptions, if any, in writing.

4. Addenda. The City may issue addenda to this RFP as necessary. All addenda are incorporated into the Contract. The proposer is responsible for determining whether addenda were issued prior to a proposal submission. Failure to respond to or properly address addenda may result in rejection of a proposal.

5. Quantities. As indicated in the RFP, Contractors will be used on a rotating basis, with the highest scoring Contractor being used first, the second highest Contractor being used second, and so on. Once a Contractor accepts handling a particular matter, that Contractor will be placed at the bottom of the rotation order for future matters.

If a Contractor is unable to take on a particular matter as part of this rotation process such as, for example, due to a conflict of interest, lack of capacity, or lack of expertise, the City and Contractor may mutually agree in writing that the Contractor will be skipped in the

rotation for that particular assignment and still maintain its order of precedence for the next assignment. Alternatively, if a Contractor passes on handling a particular assignment and the Parties do not mutually agree in writing that Contractor may do so, the Contractor will be placed at the bottom of the rotation order. In either circumstance, the next Contractor in the rotation order will be given the opportunity to handle the particular assignment passed upon by the preceding Contractor.

5.1 For illustration purposes, assume there are 5 Contractors (Contractors A-E) who will accept assignments in that order based on their scoring rank in the RFP. If Contractor A accepts an assignment, then Contractor B would be next in the rotation order. If Contractor B passes on the next assignment without the City's consent in writing, Contractor B would then be placed at the bottom of the rotation order. Assuming Contractor C accepts handling the particular assignment that Contractor B passed upon, future assignments would be offered in the following order to Contractors D, E, A, B, and C.

5.2 Using the same hypothetical scenario as in 5.1 above except that Contractor B and the City both agree that Contractor B may pass on a particular assignment because of a conflict of interest, lack of capacity, or lack of expertise, Contractor C would then be offered the opportunity to handle the assignment. Assuming Contractor C accepts handling the particular matter that Contractor B passed upon, future matters would be offered in the following order to Contractors B, D, E, A, and C.

5.3 If all Contractors in a particular area of law are unable to take on the assignment, the City has the option to retain counsel of its choice to handle a particular matter.

6. Existing Contracts. The Parties acknowledge and agree that this Contract does not in any manner whatsoever affect the City's existing contracts with outside counsel and that the City may continue with such existing contracts with other outside counsel until completion of those matters.

The Parties further acknowledge and agree that the scope of services of this Contract does not include any legal services which are provided on a contingency fee, sole source (pursuant to Municipal Code sections 22.3016 and 22.3208(d)), or emergency basis (pursuant to Municipal Code section 22.3208(b)).

7. Modifications, Withdrawals, or Mistakes. Proposer is responsible for verifying all prices and extensions before submitting a proposal.

7.1 Modification or Withdrawal of Proposal Before Proposal Opening. Prior to the Closing Date, the proposer or proposer's authorized representative may modify or withdraw the proposal by providing written notice of the proposal modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

7.2 Proposal Modification or Withdrawal of Proposal After Proposal Opening. Any proposer who seeks to modify or withdraw a proposal because of the proposer's inadvertent computational error affecting the proposal price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The proposer shall provide worksheets and such other information as may be

required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the proposer to prove the inadvertent error. If, as a result of a proposal modification, the proposer is no longer the apparent successful proposer, the City will award to the newly established apparent successful proposer. The City's decision is final.

8. Incurred Expenses. The City is not responsible for any expenses incurred by proposers in participating in this solicitation process.

9. Public Records. By submitting a proposal, the proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the proposer to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the proposer must provide a specific and detailed legal basis, including applicable case law that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the proposer does not provide a specific and detailed legal basis for requesting the City to withhold proposer's confidential or proprietary information at the time of proposal submittal, City will release the information as required by the CPRA and proposer will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the proposer's obligation to defend, at proposer's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the proposer's request. Furthermore, the proposer shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at proposer's request. Nothing in the Contract resulting from this proposal creates any obligation on the part of the City to notify the proposer or obtain the proposer's approval or consent before releasing information subject to disclosure under the CPRA.

10. Right to Audit. The City Auditor may access proposer's records as described in San Diego Charter section 39.2 to confirm contract compliance.

B. PRICING

1. Fixed Price. Contractor shall perform services for the prices identified in the Pricing Page in Exhibit B.

C. EVALUATION OF PROPOSALS

1. Award. The City shall evaluate each responsive proposal to determine which proposal offers the City the best value consistent with the evaluation criteria set forth herein. The proposer offering the lowest overall price will not necessarily be awarded a contract.

2. Sustainable Materials. Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

3. Evaluation Process.

3.1 Process for Award. A City-designated evaluation committee (Evaluation Committee) will evaluate and score all responsive proposals. The Evaluation Committee may require proposer to provide additional written or oral information to clarify responses. Upon completion of the evaluation process, the Evaluation Committee will recommend to the Purchasing Agent that award be made to the highest scoring proposers. Proposers must achieve at least 80 points to be considered. A contract will be awarded to no more than 3 proposers. Proposers will be used on a rotating basis, with the highest scoring proposer being used first, the second highest proposer being used second, and so on.

3.2 Optional Interview/Oral Presentation. The City may require proposers to interview and/or make an oral presentation.

3.3 Reserved.

3.4 Discussions/Negotiations. The City has the right to accept the proposal(s) that serve the best interest of the City, as submitted, without discussion or negotiation. Contractors should, therefore, not rely on having a chance to discuss, negotiate, and adjust their proposals. The City may negotiate the terms of a contract with the winning proposer based on the RFP and the proposer's proposal, or award the contract without further negotiation.

3.5 Inspection. The City reserves the right to inspect the proposer's equipment and facilities to determine if the proposer is capable of fulfilling this Contract. Inspection will include, but not limited to, survey of proposer's physical assets and financial capability. Proposer, by signing the proposal agrees to the City's right of access to physical assets and financial records for the sole purpose of determining proposer's capability to perform the Contract. Should the City conduct this inspection, the City reserves the right to disqualify a proposer who does not, in the City's judgment, exhibit the sufficient physical and financial resources to perform this Contract.

3.6 Evaluation Criteria. The following elements represent the evaluation criteria that will be considered during the evaluation process:

	MAXIMUM EVALUATION POINTS
A. Responsiveness to the RFP.	<u>5</u>
1. Requested information included; response is thorough	
B. Firm's ability to provide the services; expertise; past performance.	55
1. Background and experience in providing work identified in the Scope of Work [10]	
2. Past/Prior Performance performing work described in the Scope of Work [10]	
3. Qualifications [10]	
4. Appropriate staffing levels to provide required services [10]	
5. Capacity/Capability to meet the City's needs in a timely manner [10]	
6. Reference checks [5]	
C. Price.	25
D. Demonstrated Commitment to Diversity	15
1. This may include Firm policies and procedures; existing initiatives and strategies to recruit, hire, train, and promote a diverse workforce; awards; in-house diversity programs; training; evidence of outreach; memberships and participation in diverse organizations.	
SUB TOTAL MAXIMUM EVALUATION POINTS:	<u>100</u>
E. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*	12
FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	<u>112</u>

*The City shall apply a maximum of an additional 12 percentage points to the proposer's final score for SLBE OR ELBE participation. Refer to Equal Opportunity Contracting Form, Section V.

D. ANNOUNCEMENT OF AWARD

1. Award of Contract. The City will inform all proposers of its intent to award a Contract in writing.

2. Obtaining Proposal Results. No solicitation results can be obtained until the City announces the proposal or proposals best meeting the City's requirements. Proposal results may be obtained by: (1) e-mailing a request to the City Contact identified on the eBidding System or (2) visiting the P&C eBidding System to review the proposal results. To ensure an accurate response, requests should reference the Solicitation Number. Proposal results will not be released over the phone.

3. Multiple Awards. City may award more than one contract.

E. PROTESTS. The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful proposers with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

F. SUBMITTALS REQUIRED UPON NOTICE TO PROCEED. The successful proposer is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice to Proceed letter:

1. Insurance Documents. Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions.

2. Taxpayer Identification Number. Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

3. Business Tax Certificate. Unless the City Treasurer determines a business is exempt, all businesses that contract with the City must have a current business tax certificate.

4. Reserved.

5. Reserved.

The City may find the proposer to be non-responsive and award the Contract to the next highest scoring responsible and responsive proposer if the apparent successful proposer fails to timely provide the required information or documents.

EXHIBIT B
EXPERIENCE, QUALIFICATIONS, SCOPE OF WORK, AND DISCLOSURES

A. INTRODUCTION

The City of San Diego (City), by and through the Office of the City Attorney (Office), is seeking to retain counsel (Outside Counsel) to provide legal advice and representation on an as-needed basis in situations in which the City Attorney determines that the Office (1) does not have adequate expertise to handle or advise on the matter; (2) does not have adequate personnel to handle or advise on the matter; or (3) has an actual conflict of interest.

There are three areas of law for which services are sought. The City may select more than one firm to provide as-needed legal services. No more than three attorneys and/or law firms TOTAL will be selected to provide services for all three areas of law, and the successful proposers will be used, as specified above, on a rotating basis. Proposers providing legal services must be qualified and licensed to practice law in the State of California.

B. SCOPE OF SERVICES

1. Areas of Law. Outside Counsel would perform general legal services (i.e., legal advice and representation) in all of the following areas of law:

- 1.1** Litigation services and negotiations involving water rights, including Colorado River water rights and Pueblo water rights, CEQA and NEPA review related to water and energy resource development.
- 1.2** Regulatory compliance with water planning and management mandates (e.g. UWMP, IRWMP, SGMA and conservation); Land and water resource development, utilization, management, and protection (surface and subsurface).
- 1.3** Litigation and negotiations involving Public-Private Partnerships related to water, sewer, stormwater and energy resource development; Negotiation and preparation of Multiparty transactional agreements involving local, state and federal agencies.

Attorneys and law firms MUST submit a proposal that addresses all three areas.

2. General Legal Services. Services must be performed as efficiently and expeditiously as possible. The services will be directed by the Office and may include some or all of the following:

- 2.1** Providing review, analysis and application of relevant law;
- 2.2** Assisting City staff with City Council presentations and meetings/hearings;
- 2.3** Representing the City as a plaintiff or defendant in litigation;
- 2.4** Preparing a litigation plan and budget;

- 2.5 Compiling evidence and drafting demand letters, claim notices, and/or complaints;
- 2.6 Drafting and arguing responsive pleadings, pretrial motions and writ proceedings;
- 2.7 Conducting discovery, both offensive and defensive;
- 2.8 Interviewing and deposing witnesses;
- 2.9 Engaging in trial preparation, including the retention of trial consultants and experts;
- 2.10 Conducting trial as well as post-trial motions;
- 2.11 Handling appeals, interlocutory and post-trial;
- 2.12 Representing the City in negotiation and settlement proceedings; and
- 2.13 Participating in meetings, personal conferences, telephone conferences, discussions, and other communications and proceedings.

C. REQUIRED INFORMATION BY AREA OF LAW

- 1. Describe your experience, in detail, for each category of legal services in section B. 1. (*supra*), with specific attention to the following areas:
 - 1.1 Advising on potential consequences of transactions and dealings with the City, including, real estate transactions, financing, pending litigation, and debt collection.
 - 1.2 Representing a public agency in CERCLA litigation and mediation, where the California water quality cleanup standards apply.
 - 1.3 Representing a public agency in cases where the Department of Defense (typically acting through the Navy) is the lead federal agency.
 - 1.4 Representing a public agency where the State or Regional Water Quality Control Board is the lead state agency.
 - 1.5 Handling the hazardous waste cleanup of water bodies, submerged lands, and tidelands.
 - 1.6 Handling other land use issues including property acquisitions, disposal, public improvements, easements, dedications, eminent domain, and the California Environmental Quality Act.
 - 1.7 Handling storm water compliance matters under the Clean Water Act for a public agency, including compliance under National Pollutant Discharge Elimination System permits such as the statewide industrial general permit and municipal separate storm sewer system permits.
 - 1.8 Claims for coverage by the City or another entity arising from environmental contamination.

- 1.9 Providing advice and assistance concerning complex business agreements with private and public corporations and other business entities (drafting, reviewing, negotiating, and related litigation).

D. EXPERIENCE AND QUALIFICATIONS

1. Provide the following information about the individual attorney who will be primarily responsible for advising or representing the City (“Primary Attorney”): (i) education, (ii) employment history, (iii) experience in the legal area or areas for which you are proposing, and (iv) experience advising or representing governmental agencies.
2. Identify any other individuals with your firm who you anticipate would be involved in advising or representing the City and what those individuals’ roles would be with respect to advising the City. Provide a summary of each person’s: (i) education, (ii) employment history, and (iii) experience as described in Section 1. Be aware that for an engagement of this nature, the City expects to deal principally, if not exclusively, with the Primary Attorney.
3. Describe any particular expertise your firm can provide with respect to advising the City for each category of legal services in section B. 1. (*supra*).
4. Provide the names and contact information of at least three (3) representative clients, preferably public entity clients, for which the Primary Attorney or firm currently or has previously served as similar counsel, by area(s) of law.
5. The City seeks to enhance diversity in City contracts. Describe your firm’s commitment to diversity and your efforts to promote diversity. This may include your firm’s policies and procedures; initiatives and strategies to recruit, hire, train, and promote a diverse workforce; awards; in-house diversity programs; training. Describe your firm’s outreach efforts to provide opportunities available to all interested and qualified individuals, including a broader cross-section of the community. List current community activities such as membership and participation in diverse organizations, associations, scholarship programs, mentoring, internships, and community projects.
6. Provide a statement of whether the Primary Attorney and the firm have litigated or settled any past claims related to providing similar services within the past ten (10) years, and whether they have any current claims pending against them related to providing similar services.
7. Provide proof of insurance and coverage amounts for all legal malpractice and professional liability policies the firm carries.
8. Provide a brief history of the firm. Disclose whether there have been any significant business developments within the past three years, such as mergers, restructuring, or changes in ownership. Provide a firm resume if one is readily available.
9. Provide a brief description of the firm’s relevant practice areas.

10. Provide a list of any relevant training, seminars, CLEs, special recognition, or publications attributable to the Primary Attorney for each area of law on which you are proposing.

E. COMMITMENT TO DIVERSITY

Describe your firm’s commitment to diversity. Consider referencing policies and procedures; initiatives to recruit diverse employees; awards; in-house diversity programs; training; evidence of outreach; memberships in diverse organizations.

F. REQUIRED DISCLOSURES

The following questions must be answered as part of your proposal with respect to both the firm and the Primary Attorney:

1. Do you have any potential conflicts of interest or any arrangements or relationships, formal or informal, which may interfere with your ability to provide independent, unbiased advice to the City?

Yes _____ No _____

2. Have you been the subject of any regulatory or administrative agency enforcement action, or any investigation, in the past five years? If so, please explain.

3. Have you been suspended or debarred from performing legal work for any governmental agency? If so, please explain.

4. Are there any investigations, lawsuits, or administrative proceedings involving you that the City should be aware of in considering your capacity to represent the City? Please include any actions, past or current, concerning malpractice claims against you relating to your representation of government agencies.

5. All requested forms shall be complete, signed, and returned with a proposal.

G. TECHNICAL REPRESENTATIVE

The Technical Representative for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this Contract.

H. PRICING PAGE

Proposers shall state the names and positions of any individuals that will be involved in advising the City and the rate at which their time will be billed to the City. Please indicate the discount, if any, the City is receiving from each individual's usual rate.

Hourly rate shall be inclusive of all fees and costs of operations to provide the contract services, including but not limited to photocopying, support services, travel (at the GSA rates), lodging, and any other expenses incurred in the course of representing the City.

Item No.	Service: Outside Legal Counsel	Hourly Rate \$
1	Attorney: _____	\$ _____
2	Partner: _____	\$ _____
3	Associate: _____	\$ _____
4	Paralegal: _____	\$ _____
5	Law Clerk: _____	\$ _____

EXHIBIT C



THE CITY OF SAN DIEGO
GENERAL CONTRACT TERMS AND PROVISIONS
APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS

ARTICLE I SCOPE AND TERM OF CONTRACT

1.1 Scope of Contract. The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

1.2 Effective Date. A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

1.3 Contract Extension. The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

ARTICLE II CONTRACT ADMINISTRATOR

2.1 Contract Administrator. The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

2.1.1 Contractor Performance Evaluations. The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

2.2 Notices. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent
City of San Diego, Purchasing and Contracting Division
1200 3rd Avenue, Suite 200
San Diego, CA 92101-4195

ARTICLE III COMPENSATION

3.1 Manner of Payment. Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

3.2 Invoices.

3.2.1 Invoice Detail. Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

3.2.2 Service Contracts. Contractor must submit invoices for services to City by the 10th of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

3.2.3 Goods Contracts. Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

3.2.4 Parts Contracts. Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

3.2.5 Extraordinary Work. City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

3.2.6 Reporting Requirements. Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

3.2.6.1 Monthly Employment Utilization Reports. Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5th) day of the subsequent month.

3.2.6.2 Monthly Invoicing and Payments. Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5th) day of the subsequent month.

3.3 Annual Appropriation of Funds. Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

3.4 Price Adjustments. Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

ARTICLE IV SUSPENSION AND TERMINATION

4.1 City's Right to Suspend for Convenience. City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

4.2 City's Right to Terminate for Convenience. City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs

otherwise); and (2) complete any and all additional work necessary for the orderly filing of documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

4.3 City's Right to Terminate for Default. Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

4.3.1 If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

4.3.2 If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors. If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

4.5 Contractor's Right to Payment Following Contract Termination.

4.5.1 Termination for Convenience. If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

4.5.2 Termination for Default. If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

4.6 Remedies Cumulative. City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

5.1 Inspection and Acceptance. The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

5.2 Responsibility for Lost or Damaged Shipments. Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

5.3 Responsibility for Damages. Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

5.4 Delivery. Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

5.5 Delay. Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

5.5.1 If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

5.6 Restrictions and Regulations Requiring Contract Modification. Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

5.7 Warranties. All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

5.8 Industry Standards. Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

5.9 Records Retention and Examination. Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

5.9.1 Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

5.10 Quality Assurance Meetings. Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

5.11 Duty to Cooperate with Auditor. The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

5.12 Safety Data Sheets. If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

5.13 Project Personnel. Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

5.13.1 Criminal Background Certification. Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

5.13.2 Photo Identification Badge. Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

5.14 Standards of Conduct. Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

5.14.1 Supervision. Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

5.14.2 City Premises. Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

5.14.3 Removal of Employees. City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

5.15 Licenses and Permits. Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

5.16 Contractor and Subcontractor Registration Requirements. Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

6.1 Rights in Data. If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

6.2 Intellectual Property Rights Assignment. For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

6.3 Contractor Works. Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

6.4 Subcontracting. In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a “works for hire” as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

6.5 Intellectual Property Warranty and Indemnification. Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor’s own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or

proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

6.6 Software Licensing. Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

6.7 Publication. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

6.8 Royalties, Licenses, and Patents. Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

ARTICLE VII INDEMNIFICATION AND INSURANCE

7.1 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

7.2 Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

7.2.1 Commercial General Liability. Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

7.2.2 Commercial Automobile Liability. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

7.2.3 Workers' Compensation. Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

7.2.4 Professional Liability (Errors and Omissions). For consultant contracts, insurance appropriate to Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

7.2.5 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

7.2.5.1 Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

7.2.5.2 Primary Coverage. For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

7.2.5.3 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

7.2.5.4 Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City 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 the City has received a waiver of subrogation endorsement from the insurer.

7.2.5.5 Claims Made Policies (applicable only to professional liability). 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 five (5) years after completion of the contract of work. 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, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

7.3 Self Insured Retentions. Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

7.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

7.5 Verification of Coverage. Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right

to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7.6 Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7.7 Additional Insurance. Contractor may obtain additional insurance not required by this Contract.

7.8 Excess Insurance. All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

7.9 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

ARTICLE VIII BONDS

8.1 Payment and Performance Bond. Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

8.1.1 Bond Amount. The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

8.1.2 Bond Term. The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

8.1.3 Bond Surety. The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

8.1.4 Non-Renewal or Cancellation. The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or

material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

8.2 Alternate Security. City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

9.1 Contractor Certification of Compliance. By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

9.1.1 Drug-Free Workplace Certification. Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations: Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

9.1.3 Non-Discrimination Requirements.

9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP). Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

9.1.3.2 Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of

subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

9.1.3.3 Compliance Investigations. Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.4 Equal Benefits Ordinance Certification. Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

9.1.5 Contractor Standards. Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.6 Noise Abatement. Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

9.1.7 Storm Water Pollution Prevention Program. Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

9.1.8 Service Worker Retention Ordinance. If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

9.1.9 Product Endorsement. Contractor shall comply with Council Policy 000-41 concerning product endorsement which requires that any advertisement referring to City as a user of a good or service will require the prior written approval of the Mayor.

9.1.10 Business Tax Certificate. Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

9.1.11 Equal Pay Ordinance. Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the Equal Pay Ordinance throughout the duration of the Contract.

9.1.11.1 Contractor and Subcontract Requirement. The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Contractor shall require subcontractors performing work for contractor under their contract with the City to certify compliance with the Equal Pay Ordinance in their written subcontracts.

9.1.11.2 Notice Requirement. Contractor must post a notice informing its employees of their rights under the Equal Pay Ordinance in their workplace or job site.

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

10.1 Conflict of Interest Laws. Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

10.2 Contractor's Responsibility for Employees and Agents. Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

10.3 Contractor's Financial or Organizational Interests. In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom

Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

10.4 Certification of Non-Collusion. Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

10.5 Hiring City Employees. This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

ARTICLE XI DISPUTE RESOLUTION

11.1 Mediation. If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

11.2 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

11.3 Expenses. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

11.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

11.5 Mediation Results. Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

ARTICLE XII MANDATORY ASSISTANCE

12.1 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

12.2 Compensation for Mandatory Assistance. City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

12.3 Attorneys' Fees Related to Mandatory Assistance. In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

ARTICLE XIII MISCELLANEOUS

13.1 Headings. All headings are for convenience only and shall not affect the interpretation of this Contract.

13.2 Non-Assignment. Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

13.3 Independent Contractors. Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

13.4 Subcontractors. All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

13.5 Covenants and Conditions. All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

13.6 Compliance with Controlling Law. Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

13.7 Governing Law. The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

13.8 Venue. The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

13.9 Successors in Interest. This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

13.10 No Waiver. No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

13.11 Severability. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

13.12 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

13.13 Amendments. Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

13.14 Conflicts Between Terms. If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

13.15 Survival of Obligations. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

13.16 Confidentiality of Services. All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

13.17 Insolvency. If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

13.18 No Third Party Beneficiaries. Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

13.19 Actions of City in its Governmental Capacity. Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.

EXHIBIT D

SAN DIEGO CITY ATTORNEY'S OFFICE

BILLING GUIDELINES FOR OUTSIDE COUNSEL [BG]

These guidelines describe your responsibilities as a lawyer or law firm retained by the City ("Law Firm"). Every effort has been made to be clear and reasonable, so that Law Firm can provide excellent legal services for the lowest possible cost to the taxpayers. **PLEASE NOTE: The City will not approve any invoice without a signed Agreement for Legal Services (ALS), including a signed approval of the Billing Guidelines (BG).**

Each invoice Law Firm submits will be reviewed by the City's representative with these guidelines in mind. We expect Law Firm's compliance and invite any questions or comments you may have about these processes. We look forward to a close and productive relationship, based on this foundation.

Billing Format

Each invoice must list the billing and expenses separately for each person represented.

Each billing invoice (Invoice) must include the total amount of services rendered during the billing period, the fee for these services and the amount of reimbursable expenses. The Invoice must be accompanied by a separate Invoice Support Statement that: (1) describes each item of work performed, (2) identifies the person who performed the work, and (3) itemizes all reimbursable expenses. The Invoice Support Statement must be marked "Confidential -- Attorney-Client and/or Work Product Privilege."

The Invoice may be subject to disclosure under the California Public Records Act; the separate Invoice Support Statement is not.

The billing entries on the Invoice Support Statement must be complete, discrete, and appropriate.

Invoice Support Statement:

Complete

- The Invoice Support Statement should identify each City person represented, and follow with all billing entries and expenses incurred related to that particular person.
- Each billing entry must identify the:
 - person or persons involved (e.g., telephone calls must include the names of all participants);
 - date the work was performed;
 - specific task performed, and

- the work product (e.g., “telephone call re: trial brief,” “interview in preparation for deposition”).
- All time must be billed in .10 hour increments.
- The Invoice Support Statement must include each biller’s professional capacity (partner, associate, paralegal, etc.).
- The Invoice Support Statement must include a breakdown of all expenses by category, along with a receipt a receipt for each expense.

Discrete

- Narrative and block billing are unacceptable; each task must be a discrete billing entry.

Appropriate

- The City does not pay for clerical support, administrative costs, overhead costs, outside expenses or excessive expenses. For example, the City will not pay for secretarial time, word processing time, air conditioning, rental of equipment (including computers), meals served at meetings, postage, online research, or the overhead costs of sending or receiving faxes.
- Absent prior written approval, the City will not pay for delivery fees, outside photocopying, videotaping of depositions, investigative services, computer litigation support services, or overnight mail.
- Due to the nature of the City’s payment process, the City will not pay any late charges. Every effort will be made to pay bills promptly.

Staffing

Every legal matter must have a primary responsible attorney and a paralegal assigned. Staffing is ultimately a City decision, and the Monitoring Attorney may review staffing to ensure that it will achieve the goals of the engagement at the least cost.

The Law Firm should use paralegals to the maximum extent possible to enhance efficiency and cost-effectiveness. All tasks typically considered “associate work” should be considered for assignment to a paralegal.

Once an attorney is given primary responsibility for an engagement, that attorney should continue on the legal matter until it is concluded or the attorney leaves the firm. The City will not pay the costs of bringing a new attorney up to speed.

Written Memoranda

If legal research results in a written memorandum, whether formal or informal, the Law Firm must forward a hard copy and a digital copy to the Office of the City Attorney, to the attention of the Monitoring Attorney.

Internal Conferencing

Regardless of how many people from the Law Firm attend a meeting, only one may bill the time.

Travel

The City will pay for required travel time at the applicable hourly rates set forth in the Agreement, unless otherwise specified in writing by the Parties. However, if Law Firm is billing for work for other clients during this travel time, the Law Firm shall bill such client for the time spent performing such work and not bill the City for such corresponding time spent traveling. As set forth in Exhibit B of the RFP, Pricing Pages, the City will not reimburse for travel expenses or lodging.

Out-of-Pocket Expenses

As set forth in the language of the RFP, Exhibit B, Pricing Pages, “[h]ourly rate shall be inclusive of all fees and costs of operations to provide the contract services, including but not limited to photocopying, support services, travel (at the GSA rates), lodging and any other expenses incurred in the course of representing the City.

Accordingly, the City will not reimburse for expenses including travel (lodging, mileage, airfare, and the like), photocopying, support services, and the Law Firm’s costs associated with overhead. However, upon the City’s prior written consent, the City will reimburse for court filing fees, the retention of experts and consultants, court reporters, deposition transcripts, and similar expenses associated with the cost of litigation.

Records

The individual expense records customarily maintained by the Law Firm for billing evaluation and review purposes must be made available to the City to support the Law Firm’s billings.

Invoices

The Law Firm will send the City an Invoice and Invoice Support Statement for each one-month period of services (or, if requested by the City, each two-week period), and the City will pay the Law Firm on this basis.

The Law Firm will submit all monthly Invoices and Invoice Support Statements to the City Attorney’s Office to the attention of the Monitoring Attorney, as designated in this Agreement, by the fifteenth (15th) of each month for services rendered the previous month. Invoices must include a distinct identification number, and must comply with these BGs. If the City questions any item on an Invoice, the Law Firm must provide all supporting information to substantiate the billing, and must make any appropriate adjustments.

Media Inquiries

The Law Firm must inform the Office of the City Attorney immediately of any media inquiries related to the subject of the Scope of Services, and consult with Office of the City Attorney before issuing any response.

City of San Diego

**PROPOSAL TO PROVIDE OUTSIDE COUNSEL
SOLICITATION # 10089538-19-W**

meyers | nave

**DAVID W. SKINNER, MANAGING PRINCIPAL
707 WILSHIRE AVE., 24TH FLOOR
LOS ANGELES, CA 90017**

**dskinner@meyersnave.com
800-464-3559
www.meyersnave.com**

FEBRUARY 28, 2019

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

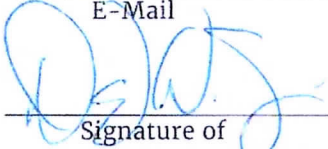
Meyers Nave Riback Silver & Wilson
Proposer

101 West Broadway, Suite 1105
Street Address

San Diego, CA 92101
City

619.569.2099
Telephone No.

rfps@meyersnave.com
E-Mail

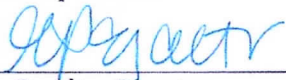
BY: 
Signature of
Proposer's Authorized
Representative

David W. Skinner
Print Name

Managing Principal
Title

February 27, 2019
Date

CITY OF SAN DIEGO
A Municipal Corporation

BY: 
Kristina Peralta, Director,
Purchasing & Contracting Department

3 DEC 2019
Date Signed

Approved as to form this 2 day of
April, 2020.

BY: 
Mara W. Elliott, City Attorney

2.2 Exceptions Requested by Proposer:

Regarding exceptions requested by Meyers Nave to the Scope of Work, the Contract, or the Exhibits thereto:

Please note that we will perform a focused Conflicts check once the specific topics of the City's needed services are identified, as we represent other clients on areas including Colorado River water rights.



Table of Contents

	PAGE
CONTRACT SIGNATURE PAGE	
EXCEPTIONS	
CONTRACTOR STANDARDS PLEDGE OF COMPLIANCE	
EQUAL OPPORTUNITY CONTRACTING FORMS INCLUDING THE WORK FORCE REPORT AND CONTRACTORS CERTIFICATION OF PENDING ACTIONS	
EXECUTIVE SUMMARY	1
GENERAL LEGAL SERVICES.....	1
WATER RIGHTS, SUSTAINABLE GROUNDWATER MANAGEMENT ACT, WATER PLANNING AND MANAGEMENT MANDATES	1
CEQA & NEPA, REGULATORY COMPLIANCE, LAND & WATER RESOURCES	4
PUBLIC-PRIVATE PARTNERSHIPS, MULTIPARTY TRANSACTIONAL AGREEMENTS	7
REQUIRED INFORMATION BY AREA OF LAW	11
1.1 ADVISING ON POTENTIAL CONSEQUENCES OF TRANSACTIONS AND DEALINGS	11
1.2 CERCLA LITIGATION, MEDIATION UNDER CALIFORNIA WATER QUALITY STANDARDS	12
1.3 REPRESENTING AGENCIES IN DEPARTMENT OF DEFENSE (NAVY) CASES	15
1.4 REPRESENTING AGENCIES IN RWQCB MATTERS	16
1.5 HANDLING HAZARDOUS WASTE CLEANUPS	19
1.6 LAND USE: ACQUISITION, DISPOSAL, EASEMENT, DEDICATIONS, EMINENT DOMAIN AND CEQA	21
1.7 STORMWATER COMPLIANCE, CLEAN WATER ACT, NPDES, MS4 PERMITS	24
1.8 CLAIMS FOR COVERAGE FROM ENVIRONMENTAL CONTAMINATION.....	26





1.9 ADVICE AND ASSISTANCE WITH COMPLEX BUSINESS AGREEMENTS.....	29
EXPERIENCE AND QUALIFICATIONS	31
PRIMARY ATTORNEY FOR WATER RIGHTS, SUSTAINABLE GROUNDWATER MANAGEMENT ACT, WATER PLANNING AND MANAGEMENT MANDATES	31
PRIMARY ATTORNEY FOR CEQA & NEPA, REGULATORY COMPLIANCE, LAND & WATER RESOURCES	33
PRIMARY ATTORNEY FOR PUBLIC-PRIVATE PARTNERSHIPS, MULTIPARTY TRANSACTIONAL AGREEMENTS.....	34
ADDITIONAL EXPERTISE: EMINENT DOMAIN.....	35
ADDITIONAL EXPERTISE: REAL ESTATE.....	36
ADDITIONAL EXPERTISE: REAL ESTATE, TRANSACTIONS	37
ADDITIONAL EXPERTISE: CEQA & NEPA	38
ADDITIONAL EXPERTISE: LAND USE, REAL ESTATE	38
ADDITIONAL EXPERTISE: CEQA, NEPA, NATURAL RESOURCES.....	39
REFERENCES	43
PROMOTION OF AND COMMITMENT TO DIVERSITY	44
PROOF OF INSURANCE COVERAGE	44
CLAIMS STATEMENT	50
FIRM HISTORY	50
FIRM PRACTICE AREAS	50
TRAINING, SEMINARS, CLEs, SPECIAL RECOGNITION, PUBLICATIONS	50
COMMITMENT TO DIVERSITY	54
REQUIRED DISCLOSURES	55
TECHNICAL REPRESENTATIVE.....	56
PRICING	57



Executive Summary

California public agencies have been the core of Meyers Nave's clientele since the firm was founded in 1986. We have served as counsel to more than 300 public agencies throughout the state of California. Our attorneys practice in more than 15 areas of law, including environmental law, land use, eminent domain and inverse condemnation, real estate, public contracts, construction, and litigation.

Meyers Nave has been a go-to law firm for California agencies, with expertise in local, state, and federal laws and regulations. The national legal profession publication *Law360* named Meyers Nave a "California Powerhouse," describing us as "one of the leading firms for local governments and public agencies ... focused on complex, public-facing transportation and development projects."

The Daily Journal has recognized our public sector attorneys among California's "Top Land Use Lawyers," "Top Development Lawyers," "Top Real Estate Lawyers," "Top 100 Lawyers" and "Top Women Lawyers." *The Daily Journal* also selected one of our trial victories on behalf of the City of Sacramento as a "Top Defense Verdict" in 2015. *SuperLawyers*, *Best Lawyers in America* and *Martindale-Hubbell* have also annually recognized many of our attorneys in numerous specialty areas of law.

Given our breadth of experience, we are fully prepared to provide services in all three areas of law cited in the City's solicitation:

- Litigation services and negotiations involving water rights, including Colorado River water rights and Pueblo water rights, CEQA and NEPA review related to water and energy resource development.
- Regulatory compliance with water planning and management mandates (e.g. UWMP, IRWMP, SGMA and conservation); Land and water resource development, utilization, management, and protection (surface and subsurface).
- Litigation and negotiations involving Public-Private Partnerships related to water, sewer, stormwater and energy resource development; Negotiation and preparation of Multiparty transactional agreements involving local, state and federal agencies.

For more information about our firm, please contact:

David W. Skinner, Managing Principal
707 Wilshire Ave., 24th Floor
Los Angeles, Ca 90017

dskinner@meyersnave.com
800-464-3559
www.meyersnave.com

General Legal Services

Meyers Nave attorneys can cover the range from quick advice to detailed opinion letters and guidance, to transaction and litigation counsel services in all areas of law listed in the City's Scope of Services. We have grouped several related areas to streamline this presentation of our capabilities.

Litigation and Negotiations involving Water Rights, CEQA/NEPA Review

Meyers Nave's Environmental Law and Land Use Practices are among the firm's premier practices. We handle environmental and land use-related transactional and litigation matters throughout California. Our clients include public agencies, public-private partnerships, and private businesses facing the complicated and overlapping environmental restrictions imposed by the state and federal government, as well as regional and local regulators. *Law360* recognized Meyers Nave as a "California Powerhouse" in environmental and land use law, among others.

Our firm has a particularly strong specialty practice in water law and water rights issues, counseling clients on water rights acquisition and defense, recycled water, and in disputes between agencies. We also have specialized expertise in California Environmental Quality Act and National Environmental Policy Act, advice and litigation, with multiple hundreds of engagements. Our practice groups have received the following recognitions:

- "Best Law Firms" in Litigation – Environmental, Tier 1 Metropolitan Los Angeles, U.S. News – Best Lawyers®
- "Best Law Firms" in Natural Resources Law, Tier 1 Metropolitan Oakland, U.S. News Best Lawyers®
- "Leading Environmental Practices," The Recorder
- "Best Lawyers" in Environmental Law, Best Lawyers in America®
- "Best Lawyers" in Natural Resources Law, Best Lawyers in America®
- "Best Lawyers" in Litigation – Environmental, Best Lawyers in America®
- "Top 25 Land Use Leaders," Daily Journal
- "Top 50 Development, Land Use and Municipal Infrastructure Lawyers," Daily Journal

Major clients of the firm's water law, land use and environmental legal services include the Metropolitan Water District of Southern California, the Los Angeles Department of Water and Power, and the Inland Empire Utilities Agency.

Our Primary Attorney for San Diego in these areas is Gregory J. Newmark, who has negotiated and litigated water-related matters for nearly 20 years. Prior to joining Meyers Nave, Greg served as a California Deputy Attorney General representing the Department of Water Resources, State Water Resources Control Board, California Regional Water Quality

Control Boards, and the California Department of Fish and Game (now the Department of Fish and Wildlife) in litigation.

Greg has advised public agencies in proceedings before the SWRCB to acquire new appropriative water rights to augment existing contractual entitlements. He has also represented municipalities in efforts to research, investigate and substantiate the priority and scope of pre-1914 appropriative water rights in response to adverse claims by the SWRCB or other water rights holders.

Representative Matters

City of Los Angeles: Defending a CEQA Exemption for Innovative Tunnel Project

Meyers Nave is currently representing the City in lawsuits challenging LA's decision to fast-track a tunnel project proposed by technology innovator Elon Musk. In another case, we won an victory for the City in April when state Court of Appeal spurned the efforts some local residents seeking to block the construction of a 10-acre movie and television production studio in the community of Sun Valley, rejecting the contention that such a use is inconsistent with the "open space" designation on the community plan map.

Groundwater Pumping Dispute: Orange County Water District

Greg Newmark leads the Meyers Nave team representing three groundwater pumpers— East Orange County Water District, Yorba Linda Water District, and Mesa Water District— in litigation initiated by a competing groundwater producer (the Irvine Ranch Water District) that challenges the administration of an unadjudicated basin. The plaintiff seeks relief that would alter the way recycled water use is considered in determining replenishment assessments on all groundwater producers in the basin to the detriment of most other producers, and also challenges the OCWD's right to regulate exports of groundwater from the basin. Our three clients support the current method of regulating the basin and intervened to oppose the relief sought by the plaintiff.

Los Angeles Dept. of Water and Power: CEQA and Water Rights Issues

Meyers Nave represents the Los Angeles Department of Water and Power (LADWP) in litigation and transactional matters regarding recycled water, environmental permitting compliance and water rights on numerous projects. For example, we are counseling LADWP regarding its project to use 30,000 acre feet annually of recycled water to replenish the San Fernando Basin along with several other projects in the City's recycled water master plan. We were litigation counsel in a lawsuit related to the Department's water rights on Mammoth Creek and the Owens River and currently serving as counsel regarding proposed actions by the Mammoth Community Services District that could affect those rights.

Water Replenishment District: CEQA Litigation of Water Rights Judgment

In a joint defense, Meyers Nave represented the Long Beach Water Department and the cities of Lakewood, Compton, Vernon, and Huntington Park on a CEQA challenge, *Cities of Cerritos, Downey and Signal Hills v. Water Replenishment District of Southern California (WRD), et al.*, contending that the parties' stipulation to amend a 1965 water rights judgment over pumping rights in one of California's largest water basins was a "project" requiring CEQA review. The Court held that the stipulation simply means that respondents were advocates of the motion to amend, and therefore respondents did not approve the groundwater storage proposal.

Settlement of Multiparty Dispute Over Groundwater Contamination Issues, Water Rights

Meyers Nave represented the Inland Empire Utilities Agency (IEUA) in a multiparty dispute regarding cleanup of the South Archibald trichloroethylene (TCE) groundwater plume under Regional Board oversight. This was a decades-old problem where the claimed costs for cleanup reached tens of millions of dollars. To fund a creative solution to the TCE plume impairing regional water resources, we worked with IEUA to leverage grant money from several different sources. After lengthy negotiations with the parties and the state regulatory agency, the matter was settled by execution of a global agreement between all parties and an administrative settlement with the state that provides a high degree of certainty and contribution protection.

Separately, we advise IEUA on legal strategy for management of water resources and recycled water in the Santa Ana River watershed.

Metropolitan Water District: Negotiated Dismissal of Groundwater Contamination Claims

Greg Newmark led Meyers Nave's defense of the Metropolitan Water District of Southern California in a groundwater contamination lawsuit, *Orange County Water District v. Northrop Corp., et al.* The case was litigated in the complex case division of Orange County Superior Court, and defendant Northrop alleged that MWD was responsible for perchlorate in the North Basin because perchlorate was previously found in water MWD imported from the Colorado River. MWD denied liability. We negotiated a dismissal of our client and all other cross defendants.

Town of Windsor: Russian River Water Rights and Agreements

We represented the Town of Windsor in acquiring appropriative water rights and re-negotiating the town's water supply contract with Sonoma County Water Agency. In our role, we addressed the complex relationship between reservation water set aside by state filings, existing water supply contracts and endangered species biological opinions that affect in-stream flows.

Confidential Municipality, Water Rights to Treated Wastewater Assessment

Meyers Nave served as water rights counsel to a Central Valley municipality regarding competing water rights claims to treated wastewater.

Major Prop 26/Water Litigation Involving LADWP, MWD and Other Agencies

Meyers Nave is defending the Los Angeles Department of Water and Power as a real party in interest in this complex litigation, in which the San Diego County Water Authority challenges the rates and charges for imported water charged by Metropolitan Water District of Southern California under a variety of legal theories, including Proposition 26 and common law. Millions of dollars of past and future rates and charges are involved in the case. In June 2017, the First District Court of Appeal ruled in favor of MWD (and LADWP) on the primary issue of whether State Water Project transportation costs are appropriately recovered in MWD's transportation rate, but SDCWA prevailed on some issues as well. The California Supreme Court denied SDCWA's requests for review. Two remaining cases challenging other MWD rates that have been stayed in Superior Court while the appellate proceedings were ongoing and are now to move forward. *San Diego County Water Authority v. Metropolitan Water District of Southern California* (2017) 12 Cal.App.5th 1124.

Analysis of Surface Water Rights in Adjudicated Basin

Meyers Nave researched and analyzed regulatory compliance obligations and water rights transfer in an adjudicated basin in Northern California.

Regulatory Compliance, Land & Water Resource Development

Meyers Nave serves as lead counsel for many of the most innovative and highest profile institutional, civil infrastructure and economic development projects undertaken by public agencies throughout California. A key advantage of our Land Use and Environmental Law practices is our ability to approach project development and litigation as a team effort. We are adept at working closely with environmental consultants, planning staff and other technical experts to streamline the development process by anticipating potential problems, overseeing the preparation of environmental documents, and communicating with communities and other interested stakeholders. We know how to work with regulators and experts to provide strategic legal and policy guidance and get the results our clients want. When litigation is unavoidable, our court experience is unparalleled at both the trial and appellate levels.

We have advised clients in Northern, Central and Southern California on application of Sustainable Groundwater Management Act (SGMA) to existing water rights, Groundwater Sustainability Agency formation, alternative submittals and preemption. We also have

extensive experience with water quality matters, including NPDES and water reclamation permitting and groundwater contamination litigation.

Representative Matters

San Diego County Regional Airport Authority: Complex Sediment and Water Quality Matter

We represent the San Diego County Regional Airport Authority in negotiations with the Regional Water Quality Control Board regarding investigation of sediment contamination in San Diego Bay. The Regional Board alleges that polychlorinated biphenyls (PCBs) and heavy metals were discharged from the airport's industrial stormwater system into the bay. The matter is ongoing and requires an understanding of the interplay between state and federal water quality laws, including amendments to the Water Quality Control Plan for Enclosed Bays and Estuaries of California, the Industrial General Storm Water Permit, the surrounding Municipal Separate Stormwater Sewer Systems (MS4) and related permits, and the ongoing adoption of Total Maximum Daily Loads in the San Diego Bay.

Metrolink: CEQA Assessments, Environmental Analyses and a Cutting-Edge Issue

Meyers Nave is advising on CEQA assessments for the Southern California Regional Rail Authority (Metrolink) rail facilities. We are also representing the client in responding to an order from the California Regional Water Quality Control Board, Los Angeles Region, regarding Metrolink's dewatering system at Tunnel 26 near Chatsworth, California. This is a cutting-edge issue related to previously unregulated activity.

Meyers Nave also represents the Metrolink commuter rail system on environmental analysis for a variety of new or expanded facilities. We are advising Metrolink in assessing air quality emissions from its Central Maintenance Facility in the City of Los Angeles, and in adopting measures to lessen those emissions and their impacts. This representation is a groundbreaking effort at environmental analysis conducted for the purpose of responding to concerns expressed by the surrounding urban community.

Long Range Development Plans on Multiple University of California Campuses

Meyers Nave currently provides legal services to several University of California campuses in connection with new or updated Long Range Development Plans. The scope of work includes land use, environmental law and litigation services for matters that arise while planning and implementing LRDPs. We are currently working on LRDPs and related litigation matters for the UC campuses at Davis, Los Angeles, Santa Cruz, and San Diego.

Port of Los Angeles: Since 2006, Meyers Nave has represented the Port in multiple environmental and land use matters and has won every case litigated on POLA's behalf, including the following.

- **Pacific L.A. Marine Terminal, Tank Farms, and Pipelines Project:** We assisted POLA in a lengthy and complex process of obtaining community input and buy-off on the project. As a result, the EIS/EIR was only challenged by a fringe group who brought weak claims, which were successfully defeated in court. (*Jesse N. Marquez v. City Of Los Angeles*)
- **City of Riverside v. City of Los Angeles:** Meyers Nave successfully defended POLA in both the trial and appellate courts in a CEQA lawsuit filed by the City of Riverside challenging POLA's certification of an EIR for the China Shipping Container Terminal Project. The lawsuit alleged that POLA failed to adequately analyze vehicle delays at rail crossings due to rail traffic associated with the project.

Los Angeles International Airport

Our representation of LAWA has included the defense against multiple lawsuits challenging the approval of the airport's expansion plans for violations of CEQA, NEPA and the California Coastal Act: *Alliance for a Regional Solution v. City of Los Angeles et al.*; *City of El Segundo v. City of Los Angeles et al.*; *County of Los Angeles v. City of Los Angeles et al.*; and *Federation of Hillside and Canyon Associations v. City of Los Angeles et al.*

Ventura County Project Review: CEQA and Endangered Species Act

We provided legal review of Newhall Ranch Draft EIR and Draft Environmental Impact Statements for California Department of Fish and Game (CDFG). The project—a residential community of approximately 60,000 residents along the Santa Clara River in Ventura County—involved an approved specific plan, a conservation plan, a land management plan and habitat reserves. Issues arose under CEQA, NEPA, the ESA and the California ESA.

City of Rancho Cordova: Landmark CEQA Case on Water Supply Analysis

Meyers Nave litigated a landmark CEQA case on water supply analysis, *Vineyard Area Citizens for Responsible Growth, Inc. v. City of Rancho Cordova*. Prior to incorporation of the city, the county approved a community plan for a large, mixed-use development of approximately 20,000 new dwellings on 6,000 rural acres. The California Supreme Court's ruling was a resolution for CEQA issues relating to how EIRs must analyze water supplies for long-range development projects under CEQA. Our team also completed the Supplemental EIR in accordance with the court's new rubric for water supply analysis, and implemented these standards for scores of other municipal EIRs statewide.

UC Berkeley's East Bay Hills Fire Protection Project

Meyers Nave previously defended the University in two federal lawsuits and a state-court CEQA action filed by community and environmental organizations challenging a wildfire protection project. Plaintiffs filed NEPA-based claims to prevent the University from

obtaining grant funding for the project from the Federal Emergency Management Agency. The lawsuits were dismissed following a settlement involving reallocation of FEMA funds for uses in fuel risk vegetation management. We currently represent the University in a federal action brought by the University as part of the campus' effort to advance the wildfire risk reduction work in the East Bay Hills area.

UC Santa Cruz's North Campus Expansion

In *Community Water Coalition v. Santa Cruz Local Agency Formation Commission* (2011) 200 Cal.App.4th 1317, Meyers Nave successfully represented UC Santa Cruz in a lawsuit challenging the ability of the University to apply to LAFCO for water service associated with expansion of its North Campus. The trial court sustained the University's demurrer to the complaint and the court of appeal upheld the ruling in a published decision. In another matter, Meyers Nave advised UC Santa Cruz as a real party in interest on the adequacy of the City of Santa Cruz's Environment Impact Report for extraterritorial provision of water and power (*Habitat and Watershed Caretakers v. City of Santa Cruz* (2013) 213 Cal.App.4th 1277). We have been advising UC Santa Cruz on a strategy for working with the City of Santa Cruz to ensure adequate water supply to effectuate the LRDP plans for the North Campus expansion.

Southern California International Gateway (SCIG)

We represent BNSF, North America's second-largest freight railway, in seven lawsuits (now consolidated) challenging the company's planned \$500 million rail transfer facility on CEQA and other environmental grounds. Critical to BNSF's national business strategy, the SCIG Project will create a new near-dock rail yard for the loading of shipping containers heading to and from the Los Angeles-Long Beach port complex, the nation's largest container port.

Concerned Dublin Citizens v. City of Dublin

Meyers Nave successfully defended the City of Dublin's use of a previously certified EIR for implementation of a residential project under the Specific Plan. This was the first published case to interpret state law in allowing reliance on a certified Specific Plan EIR for individual project approvals. The court also ruled that new information on GHGs and new air district regulations did not trigger requirements for a supplemental CEQA review. We advised the City during the administrative process to create a defensible record for expected litigation.

Public-Private Partnerships, Multiparty Transactional Agreements

We have served as legal counsel for numerous large and complex public-private partnerships that involve selling and leasing public property. These projects often include multiple parties, parcels and phases. We drafted and negotiated many agreements for such transactions, including disposition and development agreements, owner participation agreements, purchase and sale agreements, ground leases, commercial leases, and loan

and financing documents (loan agreements, promissory notes, etc.). Furthermore, we have negotiated tax sharing, pass-through agreements and cooperative agreements between different public agencies.

Another important advantage is the well-respected working relationship we have with local, state and federal regulatory agencies, including the State Water Resources Control Board, regional water quality control boards, U.S. Environmental Protection Agency, U.S. Fish and Wildlife Service, U.S. Bureau of Reclamation, U.S. Department of Justice, California Department of Fish and Wildlife, California Coastal Commission, California Department of Water Resources, California Department of Forestry and Fire Protection, California Department of Toxic Substances Control (DTSC), and U.S. Army Corps of Engineers.

Our attorney Joshua A. Bloom, who joined Meyers Nave in 2015, has experience that includes negotiating a \$100 million risk transfer agreement with the Department of the Army, a substantial environmental insurance policy, and agreements with the National Park Service, U.S. EPA and California DTSC with regard to the transfer of the Presidio of San Francisco from the Army to the Presidio Trust, and similar agreements with respect to South Weymouth Naval Air Station in Massachusetts, Oakland Army Base, Mare Island Naval Station, Davis Communications Air Force Site, and Hunters Point Naval Shipyard.

Representative Matters

City of Pinole: Pinole-Hercules Water Pollution Control Plant

We advised the City of Pinole on the upgrades for the Pinole-Hercules Water Pollution Control Plant, which was originally built in 1955. Meyers Nave handled the regulatory, environmental, construction and financing aspects of this \$50 million project, which broke ground in 2016. The project was mandated by the Clean Water Act for NPDES compliance. Our legal team spent a decade working collaboratively with the City Councils and management teams of both cities and with the State of California to plan this important project, which will continue to protect the sensitive environment of the San Francisco and San Pablo Bay.

City of South San Francisco: \$100M Retrofit and Expansion Project

We assisted the City of South San Francisco with preparing and editing contracts as well as CEQA documents and related findings for a \$100,000,000 retrofit and expansion project for the wastewater treatment plant, sewer system and storm water collection system.

Bayshore Sanitary District: SFPUC Contract

We assisted Bayshore Sanitary District negotiate a significant renewal of agreement with the San Francisco Public Utilities Commission for sewage treatment services. The complicated negotiations concerned the manner of allocating the costs associated with significant treatment plant and collection system upgrades.

Sausalito-Marín City Sanitary District/Tamalpais Agreement

Meyers Nave represented both sides of a difficult negotiation caused by the need to upgrade the SMCS D treatment plant to meet regulatory requirements. The parties eventually negotiated a long term sewer treatment agreement that provided financial certainty to both parties.

City of Atwater Wastewater Treatment Plant

We advised the City of Atwater with the review and drafting of prequalification documents, bidding documents, and agreements associated with the construction of a new \$60 million, six million gallon per day wastewater treatment plant. Utilizing the design-bid-build method, the project involved the acquisition of easements; drafting construction, operation and software contracts; counseling the City concerning change order for the project; and advising regarding issues related to state and federal permitting required for the plant and the discharge of treated effluent. Meyers Nave has also been successful in defending the City against an environmental challenge involving the environmental impact report for the plant (Valley Advocates, et al. v. City of Atwater).

UC Merced's 2020 Campus Expansion

Meyers Nave serves as transaction counsel assisting with implementing preliminary aspects of a public-private master development plan to accommodate an increase in students from 6,800 to 10,000. The project involves new and innovative agreements, including utility services and transportation agreements with the City of Merced and Merced County, and agreements to implement wetlands and endangered species mitigation requirements with state and federal agencies. Meyers Nave also prepared master lease documents for off-campus student apartments and assisted in negotiations regarding student housing.

City of South San Francisco: Lead Negotiator for P3 Project

Meyers Nave served as lead negotiator on behalf of the City of South San Francisco for the Oyster Point Ventures Life Science Campus and Marina Ferry Village—a 2.25-million-square-foot life sciences campus, including office and research facilities, hotel, retail marina and public recreation open space. The firm advised on the preparation and negotiation of (1) a general plan amendment, specific plan amendment, zone change, subdivision map and owner participation agreements, (2) disposition and development agreement that provided public and private financing, and (3) agreement with the harbor district regarding facility improvements. Also on behalf of South San Francisco and on the same harbor property, we negotiated leases with San Francisco Bay Area Water Emergency Transportation Authority (WETA), the San Mateo County Harbor District, and the Department of Boating and Waterways to facilitate the construction of the \$26 million ferry terminal to connect to the East Bay.

Irvine Campus Housing Authority

Meyers Nave has worked on a variety of projects for the Irvine Campus Housing Authority for the development and operation of faculty/staff housing on UC Irvine campus. Legal assignments have included financing and construction contracts for multiple phases of for-sale housing and a rental townhome project on land ground leased from The Regents. Jon currently serves as the Authority's General Counsel, helping on various issues including prevailing wage inquiries from the California Department of Industrial Relations, enforcement of resident ground leases, and a resident's demand for compliance with state open meeting and public records laws.

LA Streetcar, Downtown Los Angeles

Meyers Nave has served as General Counsel for Los Angeles Streetcar Inc.(LASI), a non-profit public-private partnership promoting a modern streetcar system in downtown Los Angeles. LASI oversees the development, fundraising, planning, environmental review, engineering and outreach for the project. Successfully obtained project support from property owners and voters to secure local capital and operational funding for project. Assisted client in formation of community facilities district and environmental review process. In 2016, the Los Angeles City Council unanimously approved the project's environmental impact report and agreed on a preferred route.

Geothermal Power Purchase Agreement: Design-Build-Finance-Operate-Maintain

We represented a joint powers utility agency in preparing a P3 power purchase agreement with a private entity to develop a geothermal power plant in Northern California. The agreement was structured in a manner that shifted all development risks, including design, construction, financing, operations and maintenance, to the private entity developer. The agency's only obligation was to purchase the total output of all electricity generated from the plant at a negotiated contract price for the life of the project. The project took full advantage of the benefits of the Infrastructure Financing Act of Gov. Code Section 5956, et. seq. ("Infrastructure Financing Act").

Recycling and Environmental Resources Services Center

We represented a Northern California city in the design-build procurement of a new state-of-the-art recycling services facility that is LEED Platinum Certified with a minimum energy footprint. The project was built on the site of an old quarry, and uses recycled building products, as well a solar array that provides 30% of the facility's energy requirements. The building also captures rainwater in an 11,000 gallon tank for use to flush all facility toilets and to irrigate the California drought-tolerant landscape.

Energy Efficiency Project: Design-Build-Finance

We represented a Northern California city in designing and procuring a city-wide energy savings project that upgraded municipal street lights and facilities. The project involved



third party procurement of energy efficient lighting, as well as installing improvements in several city buildings to increase energy efficiency. The project was financed through a capital lease.

Cities of San Leandro and San Bruno: P3 for Fiber Optic Network and Dark Fiber Agreements

We advised and negotiated an innovative public/private partnership on behalf of the City of San Leandro that allowed development of City capital assets to create a new fiber optic network intended to spur economic development, especially from high tech companies. We also advised South San Francisco in a public/private partnership that includes 2.2 million square feet of office and biotechnology research and development, along with enhanced harbor facilities and a ferry terminal, all constructed on or adjacent to a former solid waste landfill site. Further, we have experience in negotiating dark fiber agreements, having performed this work for the City of San Bruno.

Required Information by Area of Law

1.1 Advising on Potential Consequences of Transactions and Dealings

Clients turn to Meyers Nave for advice and assistance on their highest profile, most complicated and often most controversial transactions and litigated matters. In addition to the matters highlighted in earlier sections, following are additional notable projects where clients have sought our counsel.

Save Westwood Village v. Regents of the University of California: The University of California's General Counsel engaged Meyers Nave to help "bullet-proof" the Environmental Impact Report for one of UCLA's highest-profile projects, the 294,000-square-foot \$162-million Meyer and Renee Luskin Conference and Guest Center. As expected, opposition groups filed lawsuits raising numerous challenges, including CEQA, zoning and taxation. Our guidance during the EIR administrative process, with a focus on anticipating potential litigation, was validated in a subsequent series of courtroom victories, culminating in December 2015 when an appellate judge rejected all CEQA claims filed by a community group to stop construction. Meyers Nave also convinced the Court to dismiss the project's primary donors from the case, arguing that this was retaliation for exercising their free speech rights.

Sacramento Kings \$477 Million Downtown Arena

Demonstrating our expertise in simultaneously handling multiple legal and regulatory issues facing high-profile, large-scale projects that clients must complete on a fast-track basis, Meyers Nave defeated every legal challenge against the new \$477 million downtown arena

for the Sacramento Kings NBA team, including: (1) an eminent domain victory giving the City permission to take over the final piece of downtown property, (2) a published appellate decision denying a CEQA-based challenge to the project's EIR, (3) a published appellate decision denying an injunction to halt construction based on a constitutional challenge to the special statute passed to streamline the City's CEQA review of the proposed arena, (4) an 11-day trial alleging that the public-private partnership supporting the arena engaged in a "secret subsidy," collusion, fraud, waste and illegal expenditure of public funds. The victory was recognized by the *Daily Journal* as a "Top Defense Result" in 2015.

City of South San Francisco: Environmental Review Under Habitat Conservation Plan

Meyers Nave helped obtain entitlements for a large project with 1,000 residential units and 650,000 square feet of commercial space, all subject to the San Bruno Mountain Habitat Conservation Plan. We reviewed the legal adequacy of all entitlements—including a specific plan, a development agreement, subdivision maps, a precise plan, and a supplemental EIR—under CEQA and state and local law. We also negotiated a comprehensive settlement to a suit by local environmental group.

Counsel to the Southern California Regional Rail Authority (Metrolink)

Meyers Nave has been engaged to advise Metrolink on CEQA environmental and Surface Transportation Board regulatory issues related to multi-year \$1 billion system-wide improvement program and projects.

1.2 CERCLA Litigation, Mediation Under California Water Quality Standards

When environmental contamination is discovered, involved parties may be confronted with significant exposure. Claims are often asserted under the federal Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA), state environmental laws and common law. Meyers Nave lawyers help clients respond quickly and develop and implement strategies to navigate these complicated issues.

Our lawyers have extensive experience with environmental issues associated with landfills and wastewater operations. We serve as City Attorney and General Counsel to a number of public agencies that provide landfill, wastewater and/or wastewater treatment services. We also have perspective from the federal and state side of such matters: Our team member Josh Bloom previously worked for the U.S. Environmental Protection Agency, Region II, as the public interface leader on CERCLA and RCRA issues; team member Greg Newmark is a former Deputy Attorney General for the California Department of Justice who represented natural resources agencies including the State Water Resources Control Board, Department of Forestry and Fire Protection, Department of Water Resources, and Department of Fish and Wildlife.

We represent plaintiffs and defendants in environmental cost recovery matters, including actions based on CERCLA, RCRA, the Hazardous Substance Account Act (HSAA), the Polanco Act and common law. We have provided services in multi-party cases involving numerous public agency and private defendants, such as landfill closure litigation and groundwater site contamination matters. Our team has served as lead counsel handling matters of significant exposure, including the following cases.

Central Contra Costa Sanitary District: VOC Contamination

Meyers Nave defended the Central Contra Costa Sanitary District (CCCSD) against a CERCLA/RCRA action in *Gregory Village Partners, L.P. v. Chevron U.S.A., Inc., et al. and Schaeffer, et al. v. Gregory Village Partners, L.P.*, related to contamination from dry cleaning solvents and petroleum hydrocarbons, as well as a RCRA 90-day notice of intent to sue by a down-gradient property owner. Combined, the two matters involve three separate pieces of property and more than 20 potentially responsible parties. Both lawsuits against CCCSD were dismissed, and the related administrative case was successfully defended.

Fort Bragg Mill Site Contamination and CERCLA Litigation

Meyers Nave advised the City of Fort Bragg regarding numerous environmental law issues arising from contamination at a former lumber mill site. We assisted client in researching potential insurance coverage, tendering to carriers and obtaining a defense against claims by other parties. In *Georgia Pacific LLC v. OfficeMax Inc., et al.*, a federal court suit seeking recovery of over \$30 million in response costs, the plaintiff claimed the City was liable for cleanup costs under CERCLA, alleging that its municipal stormwater discharges contaminated soil and groundwater. We negotiated a settlement that resulted in dismissal of the lawsuit with no payment or liability of any kind by the City of Fort Bragg. We also coordinated with the state Department of Toxic Substances Control on investigation and cleanup of the site.

City of Grass Valley: CERCLA Lawsuit

In this cost recovery action, *City of Grass Valley v. Newmont Mining Company*, the City filed a CERCLA lawsuit in U.S. District Court against the prior owner-operator of a closed gold mine. The city was paying to treat hundreds of thousands of gallons of water each day that discharged onto its property from underground mine workings. Although Newmont Mining Company participated in discussions with the city initially, and even shared in the cost of a study to determine the levels of contamination, the company refused responsibility for the long-term costs. On the eve of the trial, both parties agreed to settle, with the mining company building a treatment plan and put in charge of its operation, including securing its environmental permits.



PCB Contamination, CERCLA Cases

Prior to joining Meyers Nave, one of our attorneys represented an environmental liability assumption firm in the Sheboygan River PCB CERCLA site in Wisconsin, negotiating the liability assumption, environmental insurance and regulatory agreements, including the first time U.S. EPA agreed to classify a risk assumption entity, and not the underlying liable party, as a primary party under a consent decree. He also negotiated numerous cost cap and pollution legal liability policies for private environmental liability assumption firms and developers and property purchasers with regard to CERCLA, RCRA and other contaminated sites in California, Florida, Michigan, New York, and Tennessee.

CERCLA Defense Steering Committee

In *Acme v. Aithin C.D. Medical* (Federal District Court - Northern District), Meyers Nave attorneys defended the public sector members of the Defense Steering Committee in this 30-party, \$80 million CERCLA contribution action related to a hazardous waste landfill closure. The matter was successfully resolved through an elaborate series of mediations where the closure cost estimates were peer reviewed and closure was competitively bid. The process, coupled with the use of insurance vehicles for payment of post-closure costs, resulted in extremely favorable settlements for the public agency defendants.

Metropolitan Water District: Defense of Groundwater Contamination Claims

Meyers Nave defended the Metropolitan Water District (MWD) of Southern California in a groundwater contamination lawsuit, *Orange County Water District v. Northrop Corp.*, et al. The case was litigated in the complex case division of Orange County Superior Court. This case involved claims brought under the HSAA, a California statute that adopts the CERCLA standards. Defendant Northrop alleged that MWD was responsible for perchlorate in the North Basin because perchlorate was previously found in water MWD imported from the Colorado River. MWD denied liability. Northrop attacked MWD and its witnesses during discovery and trial of the first phase, and we defended MWD's interests throughout that process. After the defendants prevailed in the first phase of trial, Meyers Nave negotiated a dismissal of our client and all other cross-defendants.

South Archibald TCE Plume: Complex Groundwater Contamination Issues

Meyers Nave represented the Inland Empire Utilities Agency in a multiparty CERCLA dispute over a multimillion-dollar cleanup of the South Archibald trichloroethylene (TCE) groundwater plume. IEUA led this effort to creatively resolve a decades-old problem. To fund a cleanup, we worked with IEUA to leverage grant money from several different sources. After lengthy negotiations, the matter was settled by a global agreement between all parties and administrative settlement with the state providing a high degree of certainty and contribution protection.



1.3 Representing Agencies in Department of Defense (Navy) Cases

An important advantage of Meyers Nave's Land Use and Environmental practice groups is the well-respected working relationships we have with local, state and federal regulatory agencies, including the U.S. Department of Defense/Navy. Our experience includes:

- Advising the City of Coronado in negotiations with the Navy and the San Diego Airport Land Use Commission regarding environmental impacts in the context of the Air Installation Compatible Use Zone and Airport Land Use Compatibility Plan related to the North Island Naval Air Station (Halsey Field).
- Helping the City of Coronado settle a lawsuit involving several other local public entities in disputes concerning the provision of wastewater services to the Navy's Silver Strand Training Complex South.
- Advising the County of Stanislaus in preparing a disposition and development agreement and two long-term (99 years) ground leases for the reuse and redevelopment of the 1,528-acre Crows Landing Naval Air Facility and 1,268 adjacent acres of property. The former base was redeveloped for industrial and commercial use as an inland rail port (connecting to the Port of Oakland) and intermodal storage yard, a general aviation airport, and an array of distribution, warehouse, manufacturing and business park uses on the former base.

Meyers Nave attorney Joshua Bloom, who joined our Environmental Practice in 2015, also has substantial experience in dealing with the Navy on environmental issues, having successfully negotiated many of the largest military base transfers in the United States. Josh's work includes the following matters.

- Represented the fixed-price environmental remediation contractor with regard to the transfer of the Mare Island Naval Shipyard from the U.S. Department of the Navy to the City of Vallejo, California. Josh negotiated the Environmental Services Cooperative Agreement (ESCA), the guaranteed fixed price contract, regulatory agreements and insurance policies, including a \$57 million remediation stop loss policy and a \$150 million environmental legal liability, professional liability, and contractors pollution legal liability policy.
- Negotiated on behalf of the fixed-price environmental remediation contractor at South Weymouth Naval Air Station in Massachusetts: an ESCA with the Department of the Navy; a guaranteed fixed price contract with the master developer; environmental insurance, including a significant cost cap and pollution legal liability policy; and agreements with the U.S. EPA and Massachusetts Department of

Environmental Protection related to the transfer of the base from the Navy to a redevelopment agency.

- Negotiated the Early Transfer Cooperative Agreement (ETCA), guaranteed fixed price remediation contract, environmental insurance agreements, and regulatory consent agreements for the Hunters Point Naval Shipyard in San Francisco.
- Represented a native Alaskan corporation with regard to the transfer of Adak Island from the Navy to the corporation under the Alaska National Interest Lands Conservation Act and Alaska Native Claims Settlement Act.
- Represented a site purchaser with regard to a former Naval base in Southern California, counseling clients and negotiating agreements with the U.S. EPA with respect to PCB regulations under the Toxic Substances Control Act.
- Negotiated a \$100 million remediation stop loss policy and a \$50 million pollution legal liability policy for the Presidio Trust with regard to the transfer of the Presidio of San Francisco from the U.S. Department of the Army to the Trust and Department of the Interior.
- Represented a site owner with regard to the transfer of the Oakland Army Base, and negotiated the ESCA, insurance policies, and regulatory agreements. Negotiated \$30 million cost cap and pollution legal liability policies.
- Represented Yolo County with regard to the transfer of the Davis Communications Site from the Air Force to the County.

1.4 Representing Agencies in RWQCB Matters

Our environmental team has very significant experience in matters involving the State Water Resources Control Board and Regional Water Quality Control Board. Our team member Greg Newmark repeatedly represented these agencies while serving as a Deputy Attorney General for the California Department of Justice. The list below includes cases Greg and other Meyers Nave attorneys have handled for municipalities and other agencies dealing with the water board, as well as cases that Greg litigated as a Deputy Attorney General.

San Diego County Regional Airport Authority: Complex Sediment and Water Quality Matter

We represent the San Diego County Regional Airport Authority in negotiations with the Regional Water Quality Control Board regarding investigation of sediment contamination in San Diego Bay. The Regional Board alleges that polychlorinated biphenyls (PCBs) and heavy

metals were discharged from the airport's industrial stormwater system into the bay. The matter is ongoing and requires an understanding of the interplay between state and federal water quality laws, including amendments to the Water Quality Control Plan for Enclosed Bays and Estuaries of California, the Industrial General Storm Water Permit, the surrounding Municipal Separate Stormwater Sewer Systems (MS4) and related permits, and the ongoing adoption of Total Maximum Daily Loads in the San Diego Bay.

County of Los Angeles: Seismic Retrofit Project and Habitat Mitigation

We provided legal advice to the County regarding a seismic retrofit project on a bridge over the San Gabriel River. Even though the U.S. Army Corps of Engineers declined to assert jurisdiction under Clean Water Act section 404, the California Regional Water Quality Control Board, Los Angeles Region, persisted in asserting jurisdiction under Clean Water Act section 401 and demanded 1.2 acres of habitat mitigation. We assisted the County in developing a successful strategy that convinced the Regional Board to agree no mitigation was required.

City of Barstow, Negotiations in Groundwater Contamination Matter

Representing the City of Barstow in negotiations with the California Regional Water Quality Control Board, Lahontan Region, and in an administrative appeal to the State Water Resources Control Board's orders to investigate groundwater contamination, develop a remediation plan and supply replacement drinking water.

City of Dixon Wastewater Treatment Plant, Administrative Proceedings

Represented the City of Dixon in proceedings before the California Regional Water Quality Control Board, Central Valley Region, challenging the complaint for administrative civil liability and cease and desist order relating to alleged reporting violations and groundwater contamination.

In re County of Stanislaus, Geer Road Landfill

Defended the County of Stanislaus in administrative enforcement proceedings initiated by the California Regional Water Quality Control Board, Central Valley Region, to issue a cease and desist order regarding corrective actions related to groundwater at a closed landfill.

City of Sebastopol, Clean Water Act Action

Representing the City of Sebastopol in settling claims asserted in a 60-day notice of intent to sue under the federal Clean Water Act from the Northern California River Watch regarding sanitary sewer overflows and force main failure. Also, defending the city against related administrative civil liability proceedings initiated by the California Regional Water Quality Control Board, North Coast Region.



Our Children's Earth Foundation v. City of Pacifica

Represented the City of Pacifica in a federal Clean Water Act citizen suit and in related enforcement proceedings by the California Regional Water Quality Control Board, San Francisco Bay Region. The plaintiffs alleged that sanitary sewer overflows and a bypass of partially treated wastewater violated NPDES permit requirements.

City of Brentwood

Meyers Nave represented the City in filing a petition for writ of mandate to set aside an order of the Central Valley Regional Water Quality Control Board assessing penalties for exceeding waste discharge limitations. *City of Brentwood v. Central Valley Regional Water Quality Control Board*, Court of Appeal, First District Case No. A102819, (2004) 123 Cal.App.4th 714.

United States, et al. v. City of Los Angeles

Represented the plaintiff, California Regional Water Quality Control Board, Los Angeles Region, in an enforcement action under the California's Porter-Cologne Water Quality Control Act and the federal Clean Water Act against the City of Los Angeles for over 4,000 sewage spills. Acted as lead trial counsel for the state in close collaboration with co-plaintiffs, the federal government and environmental groups. After intensive discovery, law and motion practice, and lengthy negotiations, the parties agreed to settle. The settlement provided substantial penalties and millions of dollars in injunctive relief to improve the wastewater infrastructure.

Los Angeles River Trash TMDL Litigations

Represented the defendants, State Water Resources Control Board and California Water Quality Control Board, Los Angeles Region, in actions challenging regulations adopted to control the amount of trash discharged through stormwater drains into the Los Angeles River Watershed. Acted as lead trial and appellate counsel. The cases brought by the City of Los Angeles and the County of Los Angeles resulted in a mutually satisfactory settlement. The subsequent appellate opinion in *City of Arcadia, et al. v. State Water Resources Control Board, et al.*, 135 Cal.App.4th 1392, 2006, resolved all water quality issues in favor of the water boards, but found the Los Angeles River TMDL had not been adopted in compliance with CEQA.

Cemex, Inc., et al. v. California Regional Water Quality Control Board.

Defended the California Regional Water Quality Control Board, Los Angeles Region, in an action brought by a mining company challenging wastewater discharge permits. Acted as lead attorney in negotiations resulting in a mutually satisfactory resolution.



Sanitation District No. 2 of Los Angeles County v. State Water Resources Control Board

Represented the defendants, State Water Resources Control Board and California Regional Water Quality Control Board, Los Angeles Region, in an action challenging wastewater discharge permits. Acted as lead attorney during initial motions, defeating application for stay of challenged permit conditions and successfully moving for change of venue.

City of Thousand Oaks State Water Resources Control Board, et al.

Defended the State Water Resources Control Board and California Regional Water Quality Control Board, Los Angeles Region, in an action challenging a \$2.3 million civil penalty assessed against the plaintiff, City of Thousand Oaks, for spilling 86 million gallons of raw sewage. Settled for payment of reduced penalty.

County Sanitation District No. 20 of Los Angeles County v. RWQCB

Represented the defendant, California Regional Water Quality Control Board, Lahontan Region, in an action challenging the cease and desist order issued to abate groundwater contamination by wastewater.

County Sanitation District No. 14 of Los Angeles County v. RWQCB

Defended the California Regional Water Quality Control Board, Lahontan Region, in an action challenging cease and desist order issued to abate a nuisance created by the flooding of a dry lake with wastewater.

1.5 Handling Hazardous Waste Cleanups

We have specialized expertise in remediation and redevelopment of contaminated areas, including related cost recovery actions and military base closures, Underground Storage Tank laws, governmental and private enforcement action defense, Clean Water Act (including 404 wetlands permitting), stormwater, solid waste transportation and disposal, and air quality issues. Our matters include the following.

Anaheim Redevelopment Agency, Lincoln Landfill

The Anaheim Redevelopment Agency used the Polanco Redevelopment Act to compel clean-up on an historic landfill. Landfills are governed by several regulatory agencies including the Regional Water Quality Control Board, the former Integrated Waste Management Board (now Calrecycle), and the County Local Enforcement Agency. The redevelopment agency sought to recover the costs of cleaning up this landfill from the responsible parties. Ultimately the primary responsible party put in over \$5,000,000 towards the cleanup. This settlement was only possible by transferring some of the risk to an insurance company. Meyers Nave assisted in negotiating these complex environmental insurance policies.

Anaheim Redevelopment Agency: Compelled Private Owner to Remediate

Meyers Nave successfully represented the former Anaheim Redevelopment Agency when the defendant refused to accept primary responsibility, claiming the city did not have a right to recover costs under the Polanco Act and failed to file a claim within the statute of limitations. Ultimately, the defendant settled and paid for response costs.

United States of America, et al. v. East Bay Municipal Utility District

Representing the Stege Sanitary District, joining other operators of satellite sewage collection systems, in negotiations with the U.S. Environmental Protection Agency and Department of Justice regarding federal court enforcement action seeking injunctive relief requiring infrastructure improvements to regional sewage collection and treatment systems.

County of Mariposa, Ben Hur Road Site, Bartlett Petroleum Groundwater Contamination

Represented the County of Mariposa regarding replacement drinking water supply and cleanup negotiations with an underground storage tank owner. The tank caused methyl tertiary-butyl ether (MTBE) contamination in a county drinking water well.

Pittsburg Redevelopment Agency: Compelled Private Owner to Remediate

We represented the former Pittsburg Redevelopment Agency as plaintiff in a civil action, *Redevelopment Agency of the City of Pittsburg v. Marine Express, Inc.*, to recover costs of investigating and remediating contaminated property under the Polanco Redevelopment Act and to compel the property owner to take remedial actions. On behalf of our client, we reached a favorable settlement.

Litigation Counsel in State Enforcement Action Regarding UST Maintenance Laws

Meyers Nave defended the owner and operator of 11 Underground Storage Tank (UST) facilities in an enforcement action brought by the State Water Resources Control Board's Office of Enforcement for alleged violations of laws and regulations governing the operation of USTs and UST systems. After contentious negotiations, we negotiated a favorable settlement to resolve the state's claims.

Counsel on Numerous UST Remediation Matters

Our environmental lawyers regularly handle cleanup matters involving releases or suspected releases from current and historic USTs, at retail gas stations and other industrial operations. Many groundwater contamination cleanups and Brownfields projects involve sites with USTs. Meyers Nave has experience with the myriad legal issues that arise at such sites, including: defending and participating in administrative enforcement actions seeking to compel investigation and cleanup; counseling responsible parties pursuing investigation and cleanup; seeking cost recovery from UST owners and operators; and, pursuing reimbursement from California's UST Cleanup Fund.

Navigating Exclusions to DTSC Enforcement

At a previous firm, our attorney Josh Bloom used complex hazardous waste recycling exclusions to settle without penalties alleged violations for mismanaging waste from sea-going vessels at a terminal port facility, thereby avoiding enforcement by the Department of Toxic Substances Control.

Major Company Defense Against EPA

Meyers Nave attorneys defended a Fortune 100 company in a lawsuit brought by the Department of Justice and EPA alleging unpermitted discharges to waters of the United States. The government initially sought \$80 million in penalties and injunctive relief. The matter was settled for a civil penalty of \$300,000.

1.6 Land Use: Acquisition, Disposal, Easement, Dedications, Eminent Domain and CEQA

Meyers Nave's real estate experience is demonstrated by regional and state-wide recognitions, including the *Daily Journal's* list of California's "Top Real Estate Lawyers," the *Los Angeles Business Journal's* list of "Who's Who in L.A. Real Estate Law," Martindale-Hubbell's list of "Top Rated Lawyers in Land Use and Zoning," and the *Best Lawyers in America* in "Litigation-Land Use and Zoning." Our attorneys serve as real estate counsel to many public agencies, private developers and industrial clients, including public-private partnerships. We have particular expertise with real estate-related matters involving large, complex, mixed-use development projects, industrial and commercial facilities, and civil infrastructure projects.

On behalf of our numerous public entity clients throughout California, our Eminent Domain practice has acquired virtually every type of property for a wide array of public uses over the past three decades. We have worked with cities, counties, public utilities, educational institutions, redevelopment agencies and special districts to acquire property for all types of projects, including highways, rail transit and railroads, public housing, schools, parks, commercial buildings, blight removal, sanitation and flood control facilities, water lines, dams and reservoirs, water utilities, endangered species habitats, and airports.

If a matter proceeds to litigation, we have the skills and experience to deliver positive results in the courtroom. We have litigated numerous eminent domain matters on behalf of transportation agencies, redevelopment agencies, counties, cities, special districts and other public agencies.



City of San Diego: State Route 56 Freeway Project

From approximately 2000 to 2005, Meyers Nave's David W. Skinner represented the City of San Diego in acquiring numerous properties for a 5-mile segment of the State Route 56 Freeway Project. We filed 17 separate eminent domain actions on behalf of the City. Of those, six cases settled early on, for small amounts. Another six cases, settled at amounts closer to our appraised value as opposed to the property owner's appraised value. The remaining five cases went to trial. The landowners' appraisers valued these properties at \$62.5 million, and the City's appraisers valued them at \$15.75 million. The juries combined awards in these five cases were \$28.5 million.

Eminent Domain for Los Angeles County Metropolitan Transportation Authority

Meyers Nave is lead counsel for LACMTA on numerous eminent domain cases for the Purple Line Extension Subway from Downtown Los Angeles to Beverly Hills and Century City. Various cases are pending, or soon to be filed. We also handled eminent domain cases for the Crenshaw/LAX Transit Corridor Project.

Santa Clara Valley Transportation Authority v. Eastridge Shopping Center

David Skinner acted as lead counsel for BART and VTA on numerous eminent domain cases for the extension of BART from Fremont to San Jose. One significant case (*VTA v. 1523 Gladding Court* (2013)) involved the acquisition (a "full take") of a large, improved industrial property. VTA's appraiser valued the property at \$13 million. The landowner's appraiser at \$22 million. After a three-week trial, the verdict was \$16 million, \$6.75 million less than the owners' appraised value. Another significant case (*VTA v. Eastridge Shopping Center* (2013)) involved a "Right to Take" trial in an eminent domain action to acquire property owned by a shopping center for the construction of a light rail project. Judgment favored VTA on all 10 challenges, including but not limited to a CEQA challenge.

Zone 7 Water Agency: 11-mile Water Pipeline Project

For an 11-mile water pipeline project through both unimproved and improved properties, we represented the Alameda County Flood Control and Water Conservation District Zone 7 Water Agency in numerous acquisitions—approximately 50 were required for this project. Three of the resolved cases involved multimillion-dollar spreads and went to trial. Zone 7 prevailed on each case. A primary valuation issue in these cases was related to "temporary severance damages" allegedly caused by a "temporary construction easement" under *Metropolitan Water District v. Campus Crusade for Christ* and *City of Fremont v. Fisher*.

Council of San Benito County Governments (COG) – Highway 25 Bypass Project

Meyers Nave assisted COG with all aspects of the right-of-way process, acquisitions and condemnations for the Highway 25 Bypass Project. A total of 44 property acquisitions were required for the project. Two properties were acquired in their entirety as full fee takes; one business was relocated; one household was relocated; and one rental tenant was

relocated. The remaining properties were acquired as partial fee takes, in addition to the acquisition of public utility easements and temporary construction easements.

Our experience in conservation easements includes advising a California nonprofit public benefit corporation on such easements, as well as management issues and related real property matters. We recently advised on the purchase/donation of 140 acres to be used for habitat conservation/permanent open space.

We also advised a private, non-profit organization on the conveyance of watershed lands in compliance with state and federal laws and on real property issues, including CEQA issues, Bureau of Land Management and U.S. Forest Service authorities to enter into land transactions, and California conservation easement and real property law.

Veteran real estate lawyer Jon Goetz, who joined Meyers Nave in 2017, has worked on the following transactions.

- **Density Bonus and Inclusionary Housing:** Jon currently assists Five Point Communities, a national housing developer, in creating more than 1,000 affordable units on the former El Toro U.S. Marine Base, meeting the City of Irvine's inclusionary housing requirements and qualifying for a density bonus.
- **Redondo Beach Waterfront:** Jon represents the City of Redondo Beach in reacquiring multiple parcels of waterfront property and agreements for the public-private development of a proposed \$400 million retail, restaurant, hotel and entertainment center on property to be ground leased to a large development company.
- **The River at Rancho Mirage:** Jon handled the disposition and development agreement for a 30-acre, \$70 million open-air retail and entertainment center, representing the City of Rancho Mirage.
- **Burbank AMC Theater:** Jon represented the Burbank Redevelopment Agency in the land acquisition, business relocation, land exchange and development of a \$35 million downtown theater and surrounding retail and public improvements.
- **Hotel Development Projects:** Jon has represented cities and redevelopment agencies in the development and rehabilitation of a number of hotels, from full service hotels such as the Garden Grove Hyatt Regency Alicante to extended stay and all-suite hotels such as the Poway Hampton Inn. Jon also represents hotel companies in their transactions with cities.



- **Retail Development:** Jon has served as lead counsel for cities and redevelopment agencies on dozens of retail development transactions for economic development purposes, including a number of big box stores in Anaheim, Garden Grove, Montclair, Monrovia, Rancho Mirage and West Covina, theater facilities in Monrovia, and West Covina, the Disney Ice rink in Anaheim, as well as numerous auto dealerships, restaurants and neighborhood shopping centers. Jon has also represented a number of retail developers and companies in public-private development transactions.
- **Commercial/Industrial Development:** Jon has represented cities and redevelopment agencies in a number of public-private transactions with commercial and industrial development, including a beverage distributorship facility in Adelanto, a medical office building in Anaheim, a paper products facility in Garden Grove, an electric car facility in Rancho Mirage, and a biosolids processing facility in Rialto.
- **Affordable and Market Rate Housing:** Jon has helped cities, redevelopment agencies and housing developers with more than 150 affordable and market rate housing transactions throughout California, including tax credit and bond financed affordable apartments, special needs housing projects, for sale developments with inclusionary and density bonus units, and projects receiving funds from city and redevelopment affordable housing funds, HOME funds, and other public assistance sources.
- **Transit Village Development:** Jon Goetz structured an agreement among the developer, Richmond Redevelopment Agency, and Bay Area Rapid Transit District for a \$100 million transit village development with 231 housing units, \$20 million in improvements to light rail, train and bus stations, retail space and public infrastructure.

1.7 Stormwater Compliance, Clean Water Act, NPDES, MS4 Permits

We frequently advise on public agencies' responsibilities for the management and control of stormwater and urban runoff. We have expertise in Clean Water Act / NPDES compliance and permitting advice, the California Porter-Cologne Water Quality Act, the Resource Conservation and Recovery Act, wetlands section 404 permit assistance, and AB 939 Solid Waste requirements. In addition to the examples provided in the earlier RWQCB and hazardous waste cleanup sections, our work includes the following.

C/CAG and Alameda Countywide Clean Water Program: Stormwater Unfunded Mandates

We represented the City/County Association of Governments (C/CAG) of San Mateo County and the Alameda Countywide Clean Water Program as amicus curiae in the County of Los Angeles' successful appeal before the California Supreme Court concerning the right of local agencies to obtain reimbursement for unfunded mandates imposed by the state in regional municipal separate storm sewer system permits (MS4) permits. We also represent member

agencies of those organizations in test claim proceedings before the Commission on State Mandates seeking reimbursement for unfunded storm water mandates.

Water Replenishment District of Southern California, Alleged NPDES Violations

Meyers Nave represented the Water Replenishment District in response to a threat of administrative civil liability penalties for alleged violations of general NPDES permit reporting requirements.

City of Inglewood, Alleged NPDES Violations

Meyers Nave represented the City of Inglewood in administrative petition to the State Water Resources Control Board, challenging a Notice of Violation and Water Code §13383 Order issued by the Regional Water Quality Control Board. The order alleged MS4 NPDES permit violations for exceeding the Santa Monica Bay Beaches Bacteria Dry Weather TMDL.

Santa Barbara Channelkeeper v. City of Santa Barbara

We defended the City of Santa Barbara in a federal Clean Water Act citizen suit regarding sanitary sewer overflows from the city's sewage collection system.

United States of America, et al. v. City of Alameda, et al.

Meyers Nave represents the Stege Sanitary District, in collaboration with other operators of sewage collections systems, in a federal court enforcement action by the U.S. Environmental Protection Agency and intervener plaintiff San Francisco Baykeeper regarding alleged unlawful discharges of primary treated wastewater and sanitary sewer overflows.

California Sportfishing Protection Alliance v. City of Chico

We represented the City of Chico to settle a federal Clean Water Act citizen suit regarding alleged violations of industrial stormwater regulations for run-off from a municipal airport.

San Francisco Baykeeper v. City of South San Francisco

Meyers Nave represented the City of South San Francisco in a federal Clean Water Act citizen suit regarding sanitary sewer overflows from the city's sewage collection system.

City of Healdsburg, NPDES Permitting Proceedings and Alleged NPDES Violations

We represented the City of Healdsburg in NPDES permitting proceedings before the California Regional Water Quality Control Board, North Coast Region. This matter involved proper interpretation of the Basin Plan and calculation of effluent limitations. We also represented the City of Healdsburg in settlement negotiations and administrative proceedings regarding a civil liability complaint alleging violations of NPDES permit effluent limitations.



Cities of Dublin and San Leandro, NPDES Permit Challenge

We represented the cities of Dublin and San Leandro in an administrative appeal of the California Regional Water Quality Control Board, San Francisco Bay Region, Municipal Regional Stormwater NPDES Permit. The cities challenged both administrative procedures for permit adoption as well as improper substantive requirements imposed in violation of state and federal laws.

1.8 Claims for Coverage from Environmental Contamination

Meyers Nave represents scores of public entities in securing insurance coverage to stave off the legal costs of millions, if not billions of dollars, in environmental claims. Our team includes members who have previously represented insurance carriers, giving us a unique perspective to respond to coverage denials. This background arms us with the 360-degree perspective required to quickly and accurately evaluate potential insurance coverage claims and recommend sound strategies, assuring any potential benefits are either provided or pursued by our clients.

Our team has handled numerous matters relating to the remediation and development of contaminated properties, including the monitoring and review of remedial action plans, the negotiation and manuscripting of environmental insurance policies, and the negotiation with regulatory agencies such as the Department of Toxic Substances Control, the Regional Water Quality Control Board, and the U.S. Environmental Protection Agency.

We offer expertise in using such remedies as environmental insurance—cost cap coverage, third-party liability coverage, and other liability coverage—in addition to the Polanco Redevelopment Act, the California Land Reuse and Revitalization Act of 2004 (AB 389), and Prospective Purchaser Agreements. We have worked on parcels that were formerly used as gasoline stations, mills, landfills, mines, military bases, shipyards and factories, and are now schools, housing, parks and commercial/retail space.

As defense counsel, we have been able to assure that any potential insurance is involved as quickly as necessary to fund any defense and/or settlement. When representing public entities as plaintiffs, we present the allegations and prosecute the case in a manner which assures insurance proceeds are available to satisfy the ultimate settlement and/or verdict when possible. Moreover, our prior coverage experience allows us to more succinctly focus our efforts to maximize the possibility of obtaining coverage. For example, we understand the differences between various coverages as well as how the policies have changed over the years, which may provide an opportunity to obtain coverage under an earlier policy for an event that is now excluded from policies issued today. This typically occurs where losses

are the result of ongoing exposure or even a facility that was negligently constructed many years ago.

Where coverage has been wrongly denied, we are adept at challenging that determination, whether through aggressive tenders or even filing separate litigation ranging from declaratory relief actions, breach of contract or even bad faith against carriers.

As noted earlier, Meyers Nave attorney Joshua Bloom, who joined our Environmental Practice in 2015, also has substantial experience in environmental contamination and insurance issues. Josh's work includes the following matters.

- Represented the fixed-price environmental remediation contractor with regard to the transfer of the Mare Island Naval Shipyard from the U.S. Department of the Navy to the City of Vallejo, California. Josh negotiated the Environmental Services Cooperative Agreement (ESCA), the guaranteed fixed price contract, regulatory agreements and insurance policies, including a \$57 million remediation stop loss policy and a \$150 million environmental legal liability, professional liability, and contractors pollution legal liability policy.
- Negotiated on behalf of the fixed-price environmental remediation contractor at South Weymouth Naval Air Station in Massachusetts: an ESCA with the Department of the Navy; a guaranteed fixed price contract with the master developer; environmental insurance, including a significant cost cap and pollution legal liability policy; and agreements with the U.S. EPA and Massachusetts Department of Environmental Protection related to the transfer of the base from the Navy to a redevelopment agency.
- Negotiated the Early Transfer Cooperative Agreement (ETCA), guaranteed fixed price remediation contract, environmental insurance agreements, and regulatory consent agreements for the Hunters Point Naval Shipyard in San Francisco.
- Represented a site purchaser with regard to a former Naval base in Southern California, counseling clients and negotiating agreements with the U.S. EPA with respect to PCB regulations under the Toxic Substances Control Act.
- Negotiated a \$100 million remediation stop loss policy and a \$50 million pollution legal liability policy for the Presidio Trust with regard to the transfer of the Presidio of San Francisco from the U.S. Department of the Army to the Trust and Department of the Interior.



- Represented a site owner with regard to the transfer of the Oakland Army Base, and negotiated the ESCA, insurance policies, and regulatory agreements. Negotiated \$30 million cost cap and pollution legal liability policies.

Environmental Contamination and Cleanup Litigation

We currently represent a residential property developer on issues—including responsible parties and insurance coverage—related to the environmental contamination and cleanup of a property under development, which have cost the client at least \$2.4 million.

City of Palmdale: Issues Of Insurance Coverage In 1000-Year Flooding Cases

We analyzed issues of insurance coverage related to a series of cases we handled for the City of Palmdale (e.g., *Celebron v. City of Palmdale*; *Dunnagan v. Palmdale*; *Simmons v. Palmdale*; and *Faulk v. Palmdale*), which faced more than 30 plaintiffs brought separate actions framed as inverse, negligence and trespass, as a result of an intense rain storm in the Fall of 2015 that caused substantial flash flooding damage and related mud flow. The storm was rated to have a "return frequency" of 1000 years and simply overwhelmed the City's public improvements. Meyers Nave successfully negotiated the dismissal of Palmdale from the Simmons case prior to filing a demurrer; filed a dispositive motion obtaining judgment for the City based on the magnitude of this epic storm establishing that the storm was an intervening factor that broke the causal chain for liability in the Faulk matter; and successfully negotiated a settlement of the remaining Dunnagan/Celebron plaintiffs with Palmdale providing minimal contribution which was paid by the pooling entity. Meyers Nave also handled the cases from the pre-claim period and offered transactional advice as to the numerous claims along with evaluation of coverage issues under the Memorandum Of Coverage with the joint pooling entity. The Meyers Nave team also undertook an exhaustive search to find various experts to analyze the storm which was critical to the successes achieved.

Litigation Against Transportation Agency Covered By Insurance

Meyers Nave handled multi-plaintiff inverse condemnation cases in which more than 100 homeowner and resident plaintiffs living near a Bay Area Rapid Transit (BART) extension brought actions claiming physical damages and personal injuries allegedly suffered during construction and operation of the BART extension. Thirteen separate causes of action were alleged and the case consisted of three consolidated actions. Meyers Nave negotiated a very favorable settlement for BART that included payment on some of the construction related claims, which were covered by third party insurance, and judgment was entered in favor of BART on all other claims.



1.9 Advice and Assistance with Complex Business Agreements

As a leading multi-disciplinary law firm serving public agencies, Meyers Nave is frequently called upon by to draft, review, negotiate and/or litigate complex business agreements with private and public business entities.

In addition to our overall experience with public contracts, we have particular expertise in real estate, procurement, and construction – the areas in which public entities are most likely to engage in transactions and other agreements.

Meyers Nave is a leader in public-private transactions, assisting both public agencies and private parties in the special nuances of these business arrangements. Meyers Nave has attorneys who specialize in capital project acquisitions, land use and entitlements, environmental compliance, construction, public contracts and procurement, facilities, purchasing, Americans with Disabilities Act (ADA) matters, and all manner of contracts that affect cities. We counsel on sophisticated and complex real estate transactions, from sales at public bid of surplus property to complex ground leases with public and private parties.

In addition, we routinely advise and negotiate alternative construction agreements such as lease/leaseback arrangements, real estate, and complex procurements. We have counseled on the construction and closeout of such multi-million dollar projects, while also advising and negotiating complex technology procurements with AT&T, Oracle and other major technology companies on behalf of our clients.

In connection with capital improvement programs involving new construction and renovations, we represent cities, counties, and special districts, with many projects in the \$100 million to \$350 million range, and several exceeding \$500 million. The scope of services we provide includes drafting and negotiating design and construction contracts and advising on bidding issues and construction claims. Furthermore, attorneys within our firm understand the complex rules pertaining to competitive bidding and will deploy this knowledge to assist our clients in all aspects of their projects. In the course of representing public entities in construction and infrastructure projects, we routinely address matters which concern the California Public Contract Code and Caltrans May 2006 Standard Specifications.

Pinole-Hercules Water Pollution Control Plant

We advised the City of Pinole on the upgrades for the Pinole-Hercules Water Pollution Control Plant, which was originally built in 1955. Meyers Nave handled the regulatory, environmental, construction and financing aspects of this \$50 million project, which broke ground in 2016. The project was mandated by the Clean Water Act for NPDES compliance. Our legal team spent a decade working collaboratively with the City Councils and

management teams of both cities and with the State of California to plan the project, which will continue to protect the sensitive environment of the San Francisco and San Pablo Bay.

Four Cities Solar Project: Design-Build-Finance

We represented a consortium of Bay Area cities in a joint procurement of photovoltaic projects. The project pooled resources of a non-profit solar development fund and California state clean energy rebates to design and build rooftop and parking structure photovoltaic systems.

Energy Efficiency Project: Design-Build-Finance

We represented a Northern California city in designing and procuring a city-wide energy savings project that upgraded municipal street lights and facilities. The project involved third party procurement of energy efficient lighting, as well as installing improvements in several city buildings to increase energy efficiency. The project was financed through a capital lease.

Recycling and Environmental Resources Services Center

We represented a Northern California city in the design-build procurement of a new state-of-the-art recycling services facility that is LEED Platinum Certified with a minimum energy footprint. The project was built on the site of an old quarry, and uses recycled building products, as well a solar array that provides 30% of the facility's energy requirements. The building also captures rainwater in an 11,000 gallon tank for use to flush all facility toilets and to irrigate the California drought-tolerant landscape.

In 2017, Meyers Nave added veteran business attorney Steven Farkas to our practice. As a member of the team in our proposal, he will bring his considerable commercial real estate transaction experience to help the City navigate complex deals. Examples of his business transactional experience is provided below.

- Represented owners in sale of Paramount Petroleum, an independent oil and gas refining company, for \$340 million, including the sale of accompanying real estate and improvements
- Represented party acquiring oil production facilities in Long Beach Harbor
- Counsel for construction of new asphalt terminal in Reno, NV, including land acquisition, permitting and entitlement work for construction of the facility
- Negotiated numerous complex leases for terminals, pipelines, tankage and other facilities throughout California. Negotiated numerous pipeline acquisitions in



Southern California including easements and Rights of Ways accompanying these transactions.

- Negotiated complex construction contracts for the upgrading of refinery and terminal facilities throughout the west coast, including construction of a Cogen facility
- Negotiated acquisition of a 690-acre refinery in Bakersfield, CA formerly owned by Shell Oil as well as the sale of the Fletcher Oil Refinery in Carson, CA.
- Negotiated the acquisition and sale of the Breckenridge Ranch in Kern County and the 25,000-acre Ashurst Ranch in Central California as well as the Buckeye Cattle Company feedlot in Bakersfield, Ca
- Negotiated acquisition and sale of numerous Oil and Gas terminals including terminals in Sacramento/Elk Grove, Mojave California, Asphalt terminals in Portland, Oregon and Seattle, Washington, and Oil and Gas terminals in Phoenix and Flagstaff Arizona.

Experience and Qualifications

Primary Attorney for Water Rights, Sustainable Groundwater Management Act, Water Planning and Management Mandates



Gregory J. Newmark

California Bar Number: 90488

Education:

University of California, Hastings College of the Law, JD, 1997

University of New Mexico, BA in History and minor in Biology, cum laude, 1994

Gregory J. Newmark is the firm's primary attorney on water quality and water rights issues. He represents local agencies in litigation and compliance matters regarding water quality, water rights, environmental contamination, inverse condemnation, brownfields, and First Amendment and other constitutional issues. Greg also advises public entities on land use laws, including the California Environmental Quality Act and the National Environmental



Policy Act, and reviews environmental documents. Greg has extensive litigation experience, including complex multi-party disputes.

Representing clients in a broad array of environmental and land use matters, he often serves as counsel in administrative permitting and enforcement proceedings before the State Water Resources Control Board and the California Regional Water Quality Control Board. He works closely with his clients and with water board staff and counsel to negotiate the terms of permits and orders. When necessary, he litigates administrative appeals and civil actions on behalf of waste discharge and NPDES permittees.

Greg has handled numerous cases involving groundwater contamination issues. These matters range from regulatory cleanup orders to cost recovery actions against responsible parties. Greg often strategizes with expert consultants to develop the best solution for each matter.

Prior to joining Meyers Nave in 2006, Greg was a Deputy Attorney General for the California Department of Justice. In this role, he represented natural resources agencies (e.g., the State Water Resources Control Board, the Department of Forestry and Fire Protection, the Department of Water Resources, and the Department of Fish and Wildlife) in trial court and appellate litigation regarding air and water pollution, inverse condemnation, CEQA, exotic species and endangered species, and fire suppression cost recovery.

As a Deputy Attorney General, Greg presented oral argument in the first Clean Water Act case reviewed by the California Supreme Court (*Burbank v. State Water Resources Control Board*). He also argued the first California reported decision to adjudicate a challenge to the merits of a total maximum daily load (TMDL) under the Clean Water Act and California's Porter-Cologne Water Quality Control Act (*City of Arcadia, et al. v. State Water Resources Control Board, et al*). Greg received commendations from the State Water Resources Control Board and the California Regional Water Quality Control Board, Los Angeles Region, for his representation.

Greg received commendations from the State Water Resources Control Board and the California Regional Water Quality Control Board, Los Angeles Region, for his representation of those agencies in water quality litigation. The U.S. Department of Justice also commended him "for outstanding performance and invaluable assistance" in a water quality case.

Prior to joining the Attorney General's Office, Greg represented nonprofit groups in environmental citizen suits under Proposition 65, NEPA, the Clean Water Act and the Endangered Species Act. During law school, he served as a judicial extern to the Honorable A. James Robertson II in San Francisco Superior Court.

CEQA & NEPA, Regulatory Compliance, Land & Water Resources



Amrit Kulkarni

California Bar Number: 202786

Education:

Northwestern School of Law of Lewis and Clark College, JD, 1998
University of California at Santa Cruz, BA, Environmental Studies/ Policy and Planning, 1994

Amrit S. Kulkarni chairs the firm’s Land Use/Environmental Practice Group and also co-chairs the Transportation and Infrastructure Practice Group. He serves as lead outside counsel for some of the largest and most significant public agency development projects in the state. His practice includes litigation of CEQA/NEPA cases, mandamus petitions and other civil complaints, as well as permitting and CEQA administrative proceedings and other transactional work.

Amrit’s project experience includes serving local, state and national clients that are involved in airports, passenger transit systems, freight rail networks, ports, harbors, highways, water resources, office buildings, mixed-use residential developments, university campus expansions, and a wide range of commercial and industrial facilities. He advises on an extensive scope of laws, including the California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), State Planning and Zoning Law, Coastal Act, Tidelands Trust, Subdivision Map Act, Cortese-Knox-Hertzberg Act, Mitigation Fee Act and Clean Water Act, among others.

Amrit has served as lead litigator in some of the highest profile and most controversial projects in the state, including the University of California in multiple campus expansion projects, the Port of Los Angeles expansion and the Los Angeles International Airport expansion.

He also has experience advising on the unique considerations that are involved in public-private partnerships. *The Daily Journal* has recognized Amrit as one of the “Top 50 Development, Land Use and Municipal Infrastructure Lawyers” and “Top 25 Land Use Leaders” in the state.

Amrit Kulkarni – Published Decisions

- *Berkeley Hillside Preservation et al. v. City of Berkeley et al.* (2015) 60 Cal.4th 1086
- *Berkeley Hillside Preservation et al. v. City of Berkeley et al.* (2015) 241 Cal.App.4th 943

- *Saltonstall v. City of Sacramento* (2015) 234 Cal.App.4th 549
- *Saltonstall v. City of Sacramento* (2014) 231 Cal.App.4th 1437
- *Save Westwood Village v. Meyer Luskin* (2014) 233 Cal.App.4th 135
- *Concerned Dublin Citizens v. City of Dublin* (2013) 214 Cal.App.4th 1301
- *Community Water Coalition v. Santa Cruz County Local Agency Formation Commission* (2011) 200 Cal.App.4th 1317
- *Las Lomas Land Company, LLC v. City of Los Angeles* (2009) 177 Cal.App.4th 837
- *Ailanto v. City of Half Moon Bay* (2006) 142 Cal.App.4th 572
- *City of Goleta v. Superior Court* (2006) 40 Cal.4th 270
- *Northern California River Watch v. City of Healdsburg* (2006) 457 F.3d 1023
- *City of Half Moon Bay v. Superior Court* (2003) 106 Cal.App.4th 795
- *Berkeley Keep Jets Over the Bay Committee v. Board of Port Commissioners* (2001) 91 Cal.App.4th 1344

Public-Private Partnerships, Multiparty Transactional Agreements



Joshua A. Bloom

California Bar Number: 183358

Education:

University of San Francisco School of Law, J.D. *magna cum laude*, 1990
State University of New York, Albany, M.A., 1982, B.A., 1981
London School of Economic and Political Studies, 1980

Joshua Bloom is a Principal at Meyers Nave in the firm's Land Use and Environmental Law Practice Group. With over 25 years of experience in Washington, D.C. and California, he specializes in all areas of state and federal environmental and natural resources law, including complex litigation and compliance counseling, brownfields, transactional environmental matters, and consumer products issues, representing both public and private clients.

Josh's environmental transactional and natural resource practice includes negotiating all aspects of brownfields redevelopment, environmental risk management and risk transfer, property dispositions, and risk-based cleanups. He regularly assists clients with

environmental insurance, policy negotiation and claims disputes. As part of this element of his practice, Josh also represents clients in endangered species and wetlands matters, including Section 404 permitting, Section 7 consultations, habitat conservation plans, and criminal and civil defense.

Josh's environmental regulatory practice includes counseling, litigation, and defense with regard to all state and federal environmental laws, including the Endangered Species Act, the Clean Water Act, the Clean Air Act, the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the Resource Conservation Recovery Act (RCRA), the Toxic Substances Control Act (TSCA), Proposition 65, the California Safer Consumer Products Regulation (the "Green Chemistry Initiative"), the California Consumer Legal Remedies Act, and numerous other similar laws. In addition, Josh's prior experience as Senior Project Staff with the Natural Resources Defense Council, and working as the public interface on CERCLA and RCRA issues with the U.S. Environmental Protection Agency, provides unique insights for his work representing clients in government and citizen enforcement actions.

Josh's expertise includes successfully negotiating many of the largest military base transfers in the U.S., such as those involving the Presidio of San Francisco, Mare Island Naval Shipyard, Adak Island Naval Complex, Oakland Army Base, Hunters Point Naval Shipyard, and South Weymouth Naval Air Station.

Additional Expertise: Eminent Domain



David W. Skinner

California Bar Number: 146285

Education:

University of California, Hastings College of the Law, JD, 1989
University of California at Berkeley, BA, History and Political Science, 1984

David Skinner is the Managing Principal of Meyers Nave. A renowned trial attorney with nearly 27 years of experience, David represents public agencies and private parties in a wide array of complex transactions and high-profile eminent domain litigation matters. He has successfully tried numerous jury and bench trials in Southern and Northern California, and has handled several appeals that have established important legal precedents for public



entities. Given his depth of knowledge of California eminent domain law, David has provided expert testimony on the applicable “standard of care” governing eminent domain attorneys who serve public entities.

David has extensive experience working with city and other public agency attorneys to develop and implement practical, cost-effective and time-sensitive land acquisition strategies, as well as coordinating complex multi-party litigation. He has appeared in closed session with city councils, county boards and other legislative bodies to ensure client knowledge and support of high-stakes litigation.

Additional Expertise: Real Estate



Jon E. Goetz

California Bar Number: 131908

Education:

Harvard Law School, JD, cum laude, 1987

University of California at San Diego, BA, magna cum laude, 1982

Jon Goetz is a Principal in our Economic Development, Real Estate and Housing Practice group. with 30 years of experience as a real estate attorney. Jon represents a broad spectrum of public entities, including cities, special districts, universities and housing authorities and universities, as well as private-sector businesses, landowners and real estate developers, in complex real estate transactions, land use planning, public-private development, infrastructure financing, mixed-use and commercial projects, and affordable housing development. He has extensive experience in all aspects of real estate transactions — acquiring, financing, leasing and disposing of all forms of improved and unimproved real property, including public-use properties. His practice includes the preparation of a variety of documents such as leases, purchase and sale agreements, development agreements, easements, option agreements and deed restrictions.

Jon has served as lead attorney for a multitude of real property matters, including commercial leasing for large institutional landlords, negotiating and drafting ground leases for retail and industrial projects, purchases and sales of residential, business and agricultural properties, and agreements for the development of commercial and retail projects, including shopping centers, hotels, restaurants and housing. His experience on behalf of public entities includes assisting cities in acquiring property for public-private development projects, structuring ground leases and financial assistance agreements to

help housing authorities redevelop and finance affordable housing projects, and preparing development agreements among transit districts, redevelopment agencies and developers for mixed-use transit centers that also include improvements in public transportation infrastructure.

Jon provides public entities with creative solutions, such as an innovative infrastructure lease that enabled a city to obtain reimbursement for flood control improvements that were constructed for a retail center.

Additional Expertise: Real Estate, Transactions



Steven D. Farkas

California Bar Number: 159470

Education:

Georgetown University Law Center, JD, 1983

University of Florida, BA, 1979

Steven Farkas is a Principal with more than 25 years of experience handling sophisticated real estate and complex business transactions for clients in the industrial, commercial, manufacturing and infrastructure sectors. He has specialty expertise assisting clients who are developing, building and operating in highly regulated fields, such as oil, gas and chemicals, and particularly those clients with facilities and other operations that are located in high-density residential areas. For example, his real estate related experience includes development, acquisition, disposition and leasing of refineries, terminals, pipelines and manufacturing plants, as well as the development, entitlement, upgrading, and expansion of industrial and infrastructure facilities – most of which are located in or adjacent to residential communities.

Steve is very familiar with special considerations and outreach efforts that are required to address local community organizations. His real estate experience also includes environmental law related work on transactions involving impacted properties and compliance with local zoning requirements and CEQA.



Additional Expertise: CEQA & NEPA



Julia Bond

California Bar Number: 166587

Education:

University of California Los Angeles, JD, 1993

Smith College, Bachelor of Arts, cum laude, 1989

Julia Bond is an experienced trial and appellate court litigator and chairs the firm’s Writs and Appeals Practice Group. Specializing in complex land use and environmental law litigation, she represents clients in matters involving CEQA, NEPA, the State Planning and Zoning Law, the Coastal Act, the Subdivision Map Act, the Mitigation Fee Act, the Cortese-Knox-Hertzberg Act and civil rights claims in the land use context, among others. Julia co-authored the “Land Use Litigation” chapter of *California Land Use Practice*, published by Continuing Education of the Bar.

Julia represented the City of Rancho Cordova in an important CEQA case in the California Supreme Court relating to the analysis of water supply issues in environmental impact reports (EIRs). In another California Supreme Court case, she defended the Los Angeles World Airports (LAWA) in a Public Records Act violation claim in connection with LAWA’s approval of a major expansion at the Los Angeles International Airport (LAX). Julia has also advised and subsequently defended LAWA in its compliance with CEQA, NEPA, the California Coastal Act, the federal Coastal Zone Management Act, and other state and federal regulatory laws for the LAX expansion.

Additional Expertise: Land Use, Real Estate



Shiraz Tangri

California Bar Number: 203037

Education:

Georgetown University, JD, 1995

New York University, BA, English and Politics, 1992



Shiraz Tangri is Of Counsel to the Land Use, Environmental, and Transportation and Infrastructure Practice Groups. He focuses his practice on real estate development, infrastructure and energy projects. With a breadth of knowledge in all aspects of land use entitlements, litigation and compliance, his clients are assured of comprehensive representation and advice.

Shiraz serves as General Counsel for non-profit public-private partnership promoting a modern streetcar system in downtown Los Angeles, overseeing the development, fundraising, planning, environmental review, engineering and outreach for the project. He helped successfully obtain project support from property owners and voters to secure local capital and operational funding for project, and assisted client in formation of community facilities district and environmental review process. In November 2016, the Los Angeles City Council unanimously approved the project's environmental impact report and preferred route.

Shiraz's expertise is recognized through his inclusion in the "Litigation – Environmental" category of the 2015, 2016 and 2017 editions of *The Best Lawyers in America*. Shiraz has also been named to the *Daily Journal's* "Top 50 Development Lawyers" list (2014), *Super Lawyers Magazine's* Southern California Super Lawyers list (2013-2017), and *Los Angeles Business Journal's* "Who's Who in L.A. Real Estate Law" list (2013). In 2012, Shiraz was listed in the *Daily Journal's* "Top 20 Under 40 in California" and "Top 30 Real Estate Lawyers in California" lists, as well as being named a "Rising Star" by *Super Lawyers Magazine* the same year. In 2011, he was named to the *Daily Journal's* list of California's "Top 25 Land-Use Leaders" and received a "Best Lawyers Under 40" award from the National Asian Pacific American Bar Association. In 2010, Shiraz was one of only ten environmental lawyers nationwide named as a "Rising Star" by *Law360*.

Additional Expertise: CEQA, NEPA, Natural Resources



Shaye Dively

California Bar Number: 215602

Education:

University of California, Hastings College of the Law, JD, cum laude, 2001
George Washington University, BA, Journalism, 1996



Shaye Diveley brings more than 15 years of experience in complex land use issues, having counseled and litigated on behalf of clients in matters involving CEQA, NEPA, the Clean Water Act, the state and federal endangered species acts, the Unfair Competition Law, and a myriad of other environmental laws. Shaye has been named among *The Best Lawyers in America*® in Natural Resources Law and Environmental Law.

Before joining Meyers Nave, Shaye was Of Counsel at a large international law firm. She specialized in natural resources, land use and environmental law, representing clients in cases of national and state significance.

Advice and Counsel

- Advise University of California on Endangered Species Act issues related to long-term planning programs.
- Advise a large flood control district on Endangered Species Act and Army Corps of Engineers issues related to operations of dams.
- Advise a California nonprofit public benefit corporation on conservation easements, management issues and related real property matters. Recently advised on the purchase/donation of 140 acres to be used for habitat conservation/permanent open space.
- Advised a private, non-profit organization on the conveyance of watershed lands in compliance with state and federal laws and on real property issues, including CEQA issues, Bureau of Land Management and U.S. Forest Service authorities to enter into land transactions, and California conservation easement and real property law.
- Advised residential developers on various CEQA and land use approvals, including water quality, climate change and toxic air contaminant issues, as well as policy concerns.
- Counseled a gravel mining company on CEQA and stormwater issues for several sites.
- Counseled a mining company on reopening a gold mine in Northern California, including working with a regional water quality control board on National Pollutant Discharge Elimination System (NPDES) permitting, waste discharge requirements, cease and desist order compliance and administrative penalties.
- Represented a large transportation company on endangered species and wetlands matters.
- Drafted legislation and regulatory rulemaking on timber issues, including the review and approval process for timber harvesting plans, as well as water quality, land use and transportation projects.
- Participated in rulemaking, administrative appeals and other regulatory processes in environmental and land use matters, including submitting comments and petitions for review.



Vidya Venugopal

California Bar Number: 310172

Education:

University of California, Berkeley, School of Law, Master of Laws (LL.M.),
Certificate of Specialization in Environmental Law, 2015
ILS Law College, Pune, India, Bachelor of Laws (LL.B.), 2011

Vidya Venugopal is an Associate in the Land Use and Environmental Law Practice groups. Her experience includes permitting, compliance, enforcement and litigation relating to the California Environmental Quality Act, Clean Air Act, Clean Water Act, Comprehensive Environmental Response, Compensation, and Liability Act, and Proposition 65. Vidya has assisted in the representation of clients on issues relating to air quality, climate change, crisis response and release reporting. She has also provided support in the representation of clients in agency rulemakings at all stages, including filing petitions in court based on the outcome of the rulemaking. Vidya has negotiated settlements for Proposition 65 claims, both in and out of court.

Prior to joining Meyers Nave, Vidya worked in the Los Angeles and Washington, D.C. offices of two multinational law firms assisting clients with various environmental law and regulatory matters. Vidya began her legal career as an Associate at AKS Law Associates, where she advocated on behalf of an individual litigant in a public interest case against the Municipal Corporation of Bangalore for implementation of efficient solid waste management resulting in the eventual enactment of the Bruhat Bengaluru Mahanagara Palike Solid Waste Management By-laws 2016. She also provided transactional advice and dispute resolution services to local and international clients pertaining to real estate claims against the government, electricity Board suits, debt recovery, industrial disputes, copyright infringement and shareholder agreement actions.



Anne Smiddy

California Bar Number: 267758

Education:

University of San Francisco School of Law, JD, Public Interest Law
Certificate and Pro Bono Publico Award, 2009; University of California at
Berkeley, BA, Economics, 2005



Anne (Annie) Smiddy is an Associate in Meyers Nave's Eminent Domain and Trial & Litigation Practice Groups. She represents public entities and private businesses in a wide range of litigation, transactions and regulatory matters. Annie's California and federal law experience includes representation of public and private entities in eminent domain, real estate, construction, business, cyber security, trade secret, and employment matters.

Annie was also a hearing officer for the City of San Diego where she adjudicated administrative hearings regarding appealed citations issued by the City of San Diego for violations of the California Vehicle Code and the San Diego Municipal Code, including researching relevant law, administering hearings, and writing decisions. She issued over 100 written decisions on civil penalty citation appeals. Her experience as fact-finder and decision-maker in these administrative hearings provided her with additional understanding on methods of bringing effective and persuasive arguments to arbitrators, judges, and juries.



References

No one has better authority to speak about the quality of our work and delivery of our services than our clients. We encourage you to contact our references to verify our capabilities.

The Metropolitan Water District of Southern California

Catherine M. Stites, Senior Deputy General Counsel
Telephone: 213.217.6533
Email: cstites@mwdh2o.com

East Orange County Water District

Lisa Ohlund, General Manager
Telephone: 714.538.5815
Email: lohlund@eocwd.com

Inland Empire Utilities Agency

Jean Cihigoyenette, General Counsel
Telephone: 909-214-6012
Email: jean@thejclawfirm.com

Port of Los Angeles

Janna B. Sidley, General Counsel
Telephone: 213.367.4615
Email: JSidley@portla.org

City of Los Angeles, Los Angeles World Airports

Raymond Ilgunas, General Counsel
Telephone: 424.646.5010
Email: rilgunas@lawa.org

Santa Clara Valley Transportation Authority (VTA)

Evelynn N. Tran, Senior Assistant Counsel
Telephone: 408.321.7552
Email: evelynn.tran@vta.org

Promotion of and Commitment to Diversity

Meyers Nave, through its Diversity Committee, assists firm leadership to recruit, develop and advance outstanding women and minority attorneys, and develops initiatives, programs and events to promote diversity and inclusion inside and outside the firm. The Diversity Committee includes Executive Committee members, the Chief Operating Officer, Human Resources Director, Practice Group & Professional Development Director, Operations & Professional Recruiting Director, and attorneys at all levels from all offices. The Diversity Committee coordinates mentorship activities, affinity groups, staff inclusion activities, and involvement in professional and community organizations that foster diversity, including regional and national minority bar associations.

In the past four years, 62% of our new Principals (lateral hires and elevations) have been top-performing women or minority attorneys. In 2017 and 2018, twelve attorneys joined our firm, eight of whom are women or minority attorneys.

Examples of diversity recruiting efforts include :

- Meyers Nave submits attorney job postings to affinity bar associations before those postings are published on generally-available job websites. The Firm also specifically encourages members of the Diversity Committee to share postings with their contacts.
- In addition to building diverse applicant pools, diverse Meyers Nave attorneys are included on the teams of Meyers Nave attorneys who interview diverse candidates.
- Meyers Nave's Diversity Committee and the Firm's Women's Initiative have established specific goals for the recruitment of women and minority attorneys.
- Diversity Committee members directly participate in recruiting and providing lateral integration support to retain attorney talent.
- Meyers Nave, as a Firm and through individual attorneys, has extensive and long-term working relationships and memberships with affinity bar associations that serve as direct and proactive pipelines to talented, diverse applicant pools.

Diversity Fellowship Program: Meyers Nave launched its Diversity Fellowship Program beginning in 2016. Our program is designed to help build a pipeline of diverse attorneys starting at the law school level. The program includes (1) a paid, 10-week fellow position at Meyers Nave during the summer after the first and second years of law school, (2) annual tuition assistance of \$5,000 for the second and third years of law school, (3) mentoring from

Meyers Nave attorneys focusing on academic work and the practice and business of law, and (4) a potential Associate position at Meyers Nave after law school.

In 2017, Meyers Nave welcomed our first Diversity Fellow to the firm for her summer internship. For 2018, we received such a large number of impressive applications that we expanded the program and select two minority students from UC Hastings as our summer internship Fellows. Our first program participant shared the following description of her experience: “My summer experience exceeded all my expectations! From day one, I felt like I was part of a team. I worked on substantive assignments from a variety of cases, learned new areas of law, and had the opportunity to observe strategy meetings, depositions, and hearings. All of the attorneys I worked with were really bright, friendly, and made sure I was learning and making an impact. The program’s high level of training and support shows the firm’s commitment to turning summer associates into associates.”

Diversity Promotion: Meyers Nave’s Diversity Committee helps guide the firm’s promotion of diversity within the firm generally and in leadership positions specifically. Women and/or minority attorneys lead eight statewide Practice Groups at Meyers Nave. Examples of internal diversity promotion activities include:

- Sponsoring internal affinity groups such as LGBT lawyers, lawyers of color, and women lawyers.
- Maintaining a Diversity page on the Firm’s intranet that provides information about: (1) meetings and events for Firm-sponsored affinity groups; (2) monthly celebrations such as Asian-Pacific American Heritage Month, Black History Month, Women’s History Month, LGBT Pride Month; (3) Meyers Nave attorneys’ attendance at, and the Firm’s sponsorship of, diversity oriented events and conferences; and (4) Meyers Nave attorneys who are elected to leadership positions in, and those who have received awards from, diversity focused organizations.
- Firmwide celebratory announcements of diverse Meyers Nave attorneys who have achieved outstanding client victories or otherwise delivered client-acknowledged excellent service; earned professional accolades, recognitions and rankings; brought in new clients and/or matters to the firm; and who have been elected to leadership positions in professional associations and community organizations.
- Recognizing that mentors are crucial to the professional development and leadership advancement of all attorneys, the Diversity Committee helped to establish a structured mentorship program designed to develop junior lawyers into top-performing attorneys. Developing and retaining women and minority attorneys by providing the support and guidance necessary for them to advance to leadership positions are key goals of the

mentor program. While available to all attorneys, the mentorship program includes focusing on issues of concern to diverse attorneys. The mentorship program enhances professional development for all Firm attorneys, thereby ensuring that diverse attorneys receive the same support and guidance necessary to advance to leadership positions. Mentors and mentees meet at least every other month to discuss a wide-range of topics including career goals, work/life balance, business development, and other issues related to the practice of law.

- Meyers Nave invests in our attorneys to help them succeed. The Firm provides highly specialized outside consultant coaches who provide individualized advice and guidance to assist attorneys in developing all the skills (business development, leadership, time management, etc.) that they need in order to become Principals at Meyers Nave. More than 80% of the coaches are diverse.
- The Firm adopted a Women's Initiative to enhance and increase leadership opportunities for women attorneys. In addition to recruitment, retention and talent development initiatives, the Firm has embraced alternative work schedules (e.g., reduced-time Principal status) to retain talented attorneys who may wish to continue practicing in a leadership role but do not wish, or are unable, to pursue a traditional full-time arrangement.

Pipeline Diversity: Independently and as part of formal programs, our attorneys partner with, and mentor, diverse law students to expose them to the legal profession. Our attorneys speak on numerous panels at local law schools and volunteer for a variety of diversity related pipeline programs throughout California. We also reach out to diverse high school students in our effort to promote the legal profession. For example, Meyers Nave frequently hosts a Dr. Martin Luther King, Jr. Drum Major For Justice Advocacy Competition in our Oakland office. The Competition is a contest designed to motivate high school students to excel in education and provide them with experience in public speaking and reviewing legal documents.

Organizational Involvement: Our attorneys are involved in many diversity-oriented organizations, including California Women Lawyers, Sacramento Lawyers for the Equality of Gays and Lesbians, Charles Houston Bar Association, Filipino Bar Association of Northern California, Greater Los Angeles African American Chamber of Commerce, Lawyers Club of San Diego, Asian American Bar Association, LGBT Bar Association of Los Angeles, National Asian Pacific American Bar Association, South Asian Bar Association of Southern California, and the Association of Women in Water, Energy and Environment, among many others. Their involvement includes serving in leadership roles, such as Principal Eric Casher serving as the President of the Charles Houston Bar Association, Associate Annie Smiddy serving on the leadership conference committee of the Lawyers Club of San Diego, and Principal

Richard Pio Roda serving as the Meyers Nave liaison to the League of California Cities' Asian-Pacific Islander Caucus.

Collaborative Partnerships: Meyers Nave works with diversity organizations to create special programs that promote those organizations and promote diversity throughout the legal profession. For example, Meyers Nave collaborated with the California Minority Counsel Program to create an event titled "Strategies for Handling High-Profile Litigation" that featured a panel of attorneys of color from the private and public sector, both in-house counsel and outside counsel. Meyers Nave hosted the event on May 15, 2018 in the firm's Oakland office. The event helped to raise the professional profile of diverse attorney speakers and provided a client development networking reception for diverse attorneys.

Meyers Nave also sponsored and spoke at the California Minority Counsel Program's annual business conference on October 11, 2018. The firm's ongoing collaborative efforts include working with the Asian American Bar Association of the Greater Bay Area to create an event that brings together City managers, non-profit agencies, and city attorneys to discuss what cities and counties are doing to address homeless issues. Meyers Nave will host the event in the Firm's Oakland office on February 6, 2019.

Financial Support: Meyers Nave's substantial financial support of organizations that promote diversity in the legal profession is exceptionally greater than law firms that are much larger than Meyers Nave. For example, in 2017 and 2018, Meyers Nave's substantial financial sponsorships include (1) Bronze Sponsor of the California Minority Counsel Program's Business Conference, (2) Silver Sponsor of the California Women Lawyers' Dinner and Silent Auction, (3) Bar Circle sponsor of the Charles Houston Bar Association Annual Gala Dinner, (4) Gold Sponsor of the *Daily Journal's* Women Leadership in Law Forums, (5) Gold Sponsor of the LGBT Bar Association of Los Angeles' Annual Gala, (6) Pioneer Sponsor of the California Bar Foundation's Diversity Awards & Scholarship Reception, (7) Leadership Sponsor of the Greater Los Angeles African American Chamber of Commerce Annual Economic Awards Dinner, and (8) Scholarship Sponsor of the San Francisco La Raza Lawyers Association's Annual Noche de Gala which benefits the Bay Area Latino Lawyers Fund's student scholarship program, among many others.

Diversity Recognition: In 2015, Meyers Nave received the Corporate Recognition Award from the Charles Houston Bar Association. The award is presented to an organization that demonstrates a commitment to strengthening diversity and inclusion in the legal profession and in our communities. CHBA is an affiliate of the National Bar Association, representing African-American lawyers, judges and law students throughout Northern California. In addition to financial participation that has included a CHBA scholarship, Meyers Nave helps advance CHBA's mission through a broad range of activities, such as hosting a Dr. Martin

Luther King, Jr. Drum Major For Justice Advocacy Competition, hosting a Judicial Panel on behalf of CHBA, sponsoring the President's Reception at the National Bar Association Conference, and hosting an alumni panel for the UC Hastings College of the Law Black Law Students Association and Hastings Alumni Association.

Powerful Voices: Meyers Nave attorneys speak about diversity at numerous legal profession conferences, such as Principal Brenda Aguilar-Guerrero (a minority attorney) who spoke about "Pathways to Partnership" at the California Women Lawyers Annual Conference, and Principal Eric Casher (a minority attorney) who spoke about "Law Firms and Diversity" at a Centro Legal de la Raza Diversity Legal Pipeline Program and the topic of "I'm A Lawyer, I Don't Need a Brand, Or Do I?" at the California Minority Counsel Program Business Conference.

Meyers Nave attorneys also speak about diversity in the legal profession in non-traditional contexts. For example, principal and minority attorney Richard Pio Roda spoke about the "Impact of Marijuana Laws on Communities of Color" at the Asian American Bar Association Public Law/Public Service Committee meeting, and principal and minority attorney Eric Casher spoke about the next round of civil rights cases of our generation on a Black History Month panel titled "Black Lawyer Activism In Today's World." Meyers Nave attorneys lend their time, energy and voices to help promote diversity throughout the legal profession in a variety of creative and impactful ways.

Proof of Insurance Coverage

MEYENAV-01 KBORN

ACORD **CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY)
04/27/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 HUB International Insurance Services Inc. 2300 Clayton Rd. Concord, CA 94520	CONTACT NAME: PHONE (925) 609-6500 FAX (925) 609-6550 E-MAIL ADDRESS: INSURERS AFFORDING COVERAGE: INSURER A: Vigilant Insurance Company 20397 INSURER B: Federal Insurance Company 20281 INSURER C: Colony Insurance Company 39993 INSURER D: INSURER E: INSURER F:
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INSURED
 Meyers Nave Riback Silver & Wilson
 555 12th Street, Suite 1500
 Oakland, CA 94607

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR. S. TR.	TYPE OF INSURANCE	ADDITIONAL COVERED VEHICLES	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL. AGGREGATE LIMIT APPLIES FOR: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> RET. <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER		35904309	05/01/2018	05/01/2019	EACH OCCURRENCE: 1,000,000 DAMAGE TO RENTED PREMISES (per occurrence): 1,000,000 MEDICAL (per one person): 10,000 PERSONAL & ADJ. LIABILITY: 1,000,000 GENERAL AGGREGATE: 2,000,000 PRODUCTS - COMPROP AGG: Included UNCOVERED SINGLE LIMIT (per accident): 1,000,000 AUTOY. LIABILITY (per accident): PROPERTY DAMAGE (per accident):
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED <input type="checkbox"/> ANY AUTO RENTED <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		73557190	05/01/2018	05/01/2019	UNCOVERED SINGLE LIMIT (per accident): 1,000,000 AUTOY. LIABILITY (per accident): PROPERTY DAMAGE (per accident):
B	<input checked="" type="checkbox"/> UMBRELLA LIAB. EXCESS LIAB. CLAIMS-MADE DEL. RETENTIONS: 0		79871939	05/01/2018	05/01/2019	EACH OCCURRENCE: 10,000,000 AGGREGATE: 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY EMPLOYEES (FORMER OR PRESENT) OF THE INSURED EXCLUDED? (Necessary in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	71726427	05/01/2018	05/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> COMP. EM. S.L. BASIC BENEFIT: 1,000,000 S.L. DISAB. - EA EMPLOYEE: 1,000,000 S.L. DISAB. - POLICY LIMIT: 1,000,000
C	Professional Liab		121 LPL 0000601-00	05/01/2018	05/01/2019	Deductible: 100,000
C	Claims Made		121 LPL 0000601-00	05/01/2018	05/01/2019	Per Claim/Aggregate: 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 991, Additional Remarks Schedule, may be attached if more space is required).
 For information purposes only.

CERTIFICATE HOLDER 	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE:
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Claims Statement

In May 2014, the City of Bell, California, filed a complaint in Los Angeles Superior Court against Meyers Nave Riback Silver & Wilson relating to the firm's role as Interim City Attorney for a brief period after corruption among the city's elected officials became public. The suit was dismissed. Neither Meyers Nave nor any of its attorneys have litigated or settled past claims related to providing legal services.

Firm History

Meyers Nave was founded in 1986 in San Leandro, California, by attorneys Steve Meyers, Michael Nave, Libby Silver and Mike Riback. The firm moved to Oakland in 2003, where it currently maintains its largest office and headquarters. Meyers Nave has grown to more than 60 attorneys in located in its Oakland, Los Angeles, Sacramento, Santa Rosa, and San Diego offices.

There have been no mergers or restructuring of the firm in the past three years and longer. Ownership of the firm is divided among the equity principals, currently 11 in number. The most recent ownership change occurred on January 1, 2018, when an 11th equity principal was added to the ownership.

Firm Practice Areas

- Business Litigation
- California Drought – Legal Services & Resources
- California Public Records Act
- California Public Utilities Commission
- Climate Change and Green Initiatives
- Construction and Facilities
- Crisis Management: Public Policy, Ethics and Investigations
- Economic Development, Real Estate and Housing
- Eminent Domain and Inverse Condemnation
- Energy, Public Power and Telecommunications
- Environmental Law
- First Amendment
- Labor and Employment
- Land Use
- Municipal and Special District Law
- Peace Officer Defense/Civil Rights
- Public Contracts
- Public Finance
- Transportation and Infrastructure
- Trial and Litigation
- Workplace Investigations
- Writs and Appeals

Training, Seminars, CLEs, Special Recognition, Publications

Here are the relevant training, seminars, CLEs, special recognition, and publications attributable to our Primary Attorneys for the City of San Diego.

Gregory J. Newmark, Primary Attorney for Water Rights, Sustainable Groundwater Management Act, Water Planning and Management Mandates

Presentations and Publications

- Presenter, "Creative Non-Litigation Solutions to Regional Groundwater Contamination Problems," Los Angeles County Bar Association Environmental Law Section's Spring Symposium, 2018
- Moderator, "To Litigate or Not To Litigate," Urban Water Institute's Spring Water Conference, 2018
- Author, "EPA Proposes Rescinding 'Waters of the United States' Rule: Comments Due August 28," Meyers Nave Client Alert, 2017
- Author, "Bills Respond to Rollback of Environmental Laws," *Daily Journal*, March 20, 2017
- Author, "State Water Board Extends Water Conservation Regulations and Makes Minor Amendments," Meyers Nave Client Alert, 2017
- Author, "TSCA Reform Close to Reality, But at the Expense of California's Green Chemistry Regulations?," Meyers Nave Client Alert, 2016
- Presenter, "Mandate Test Claims: Status, Results, and Implications," California Stormwater Quality Association, 2016
- Author, "California Supreme Court Opens Door for State Reimbursing Local Agencies for Unfunded Mandates," Meyers Nave Client Alert, 2016
- Presenter, "Unfunded Mandate Test Claims: Status, Results, and Implications," California Stormwater Quality Association
- Author, "Stormwater Discharge: Avoid Enforcement Actions," *Facility Executive*, September 29, 2016
- Moderator, "The Future of Water Conservation Regulations -- With or Without Drought," Urban Water Institute's Spring Water Conference, 2016
- Author, "State Water Board Adopts New Approach to Urban Water Conservation in Extended Emergency Regulations," Meyers Nave Client Alert, 2016
- Presenter, "Enforcement of Water Conservation Mandates: Requirements, Risks and Responses for Water Suppliers," Urban Water Institutes Annual Conference, 2015
- Moderator, "Legislating Groundwater Sustainability- Will It Work & At What Price?" Urban Water Institutes Spring Water Conference, 2015
- Author, "Application of the California Construction Storm Water General NPDES Permit to Oil and Gas Projects," *The Override*, September 15, 2010

- Moderator, "Storm Water Update: Two Decades Down the Drain?," Environmental Law Conference at Yosemite, 2010
- Presenter, "Southern California Stormwater Water Quality," Law Seminars International, 2010
- Presenter, "Federal and California Water Quality Regulation," Western Area Counsel Office Environmental Law Conference, 2010
- Instructor, "California Water Quality: An Introduction to Regulation under State and Federal Law," Environmental Law Conference at Yosemite, 2009
- Presenter, Lorman Education Services, "Acquiring and Preserving Water Rights," 2008
- Presenter, Sonoma County Bar Association, "The Perfect Stormwater: Where is the Finish Line for Urban Runoff Control?," 2008
- Moderator, "Smelt Down: Endangered Species and Water Supply in Crisis," Environmental Law Conference at Yosemite, 2008
- Presenter, "The Perfect Stormwater: Where is the Finish Line for Urban Runoff Control?," City Attorneys Association of Los Angeles County Annual Conference, 2008
- Presenter, "Current Issues in Stormwater Regulation," Lorman Education Services, Oakland, 2007
- Guest Lecturer, UCLA Environmental Law Clinic, "Municipal Sewage Spill Litigation," 2003
- Presenter, "Sewage Happens - Hot Environmental Legal Issues on the California Central Coast," Santa Barbara, California, July 19, 2002 (discussion on application of state and federal water quality laws to sewage spills from municipal wastewater collection systems). [Published at Environmental Law Section of the State Bar of California, "Sewage Happens" (Winter 2003) *Environmental Law News*, pp. 27-36.]
- Presenter, "Avoiding Legal Pitfalls When Investigating Forest Fire Cause and Origin," Office of the State Fire Marshal, Sacramento, 2001

Honors and Awards

- Recipient, Certificate of Commendation, U.S. Department of Justice

Amrit S. Kulkarni, Primary Attorney for CEQA & NEPA, Regulatory Compliance, Land & Water Resources

Presentations and Publications

- Author, "Build the Arena and Lawsuits Will Come," *Daily Journal*, August 20, 2015
- Author, "CEQA: New Player in Sports Stadium Wars," *Daily Journal*, March 5, 2015
- Feature Profile, "CEQA Exemption for Houses Reinforced," *Daily Journal*, March 3, 2015
- Presenter, "How Far Does CEQA Go? Port-Related Impacts do not Extend to the Inland Empire," Los Angeles County Bar Association, 2011

- Moderator, "Climate Change and the San Francisco Bay Area," San Francisco Bay Area Development and Conservation Commission, 2011

Honors and Awards

- *The Best Lawyers in America*, Litigation-Land Use and Zoning, 2018
- "Southern California Super Lawyer," *Super Lawyers Magazine*, 2017
- "Northern California Super Lawyer," *Super Lawyers Magazine*, 2012 - 2016
- "Best Law Firms" in Litigation-Environmental, Tier 1 Metropolitan Los Angeles, *U.S. News – Best Lawyers*, 2016
- "Best Law Firms" in Natural Resources Law, Tier 1 Metropolitan Oakland, *U.S. News – Best Lawyers*, 2015 - 2017
- "Top 50 Development Lawyers," *Daily Journal*, 2014
- "Leading Environmental Practices," *The Recorder*, 2012
- "Top 20 Under 40 Lawyers," *Daily Journal*, 2011
- "Top Land Use Leaders," *Daily Journal*, 2011

Joshua A. Bloom, Primary Attorney for Public-Private Partnerships, Multiparty Transactional Agreements

Presentations and Publications

- Author, "Proposition 65 Meets Common Sense," *Daily Journal*, August 3, 2018
- Quoted, "Sugar, Cream and a Prop 65 Warning Label With Your Coffee?" *The Recorder*, March 30, 2018
- Author, "Practitioner Insights: The Never Ending Saga of Defining Waters of the U.S.," *Bloomberg BNA Environment & Energy Report*, March 22, 2018
- Author, "Proposition 65 After 40 Years: Public Benefit or Enrichment for a Few?," *The Recorder*, December 22, 2017
- Author, "Practitioner Insights: Challenges Ahead for Clean Power Plan as EPA Eyes Repeal," *Bloomberg BNA Daily Environment Report*, November 24, 2017
- Author, "Is 'Repeal and Replace' on the Horizon for the Clean Water Act?," *ACCDocket*, November 2017
- Presenter, "Ethics Considerations for the California Water Law Practitioner," 25th Annual California Water Law Institute Conference, November 13, 2017
- Quoted, "Tainted: Can California solve pot's pesticide problem?" *East Bay Times/The Cannifornian*, September 25, 2017
- Author, "Bills Leave Unresolved Cap-and-Trade Issues," *Daily Journal*, August 2017
- Author, "Prop 64: Don't Ignore Existing Environmental Laws," *MG magazine*, August 2017
- Author, "Bill is the Next Phase of Cap-and-Trade in California," *Daily Journal*, June 7, 2017

- Author, "California's Next Big Act On Cleaning Chemical Disclosures," *Daily Journal*, May 8, 2017
- Presenter, Environmental Law Society Symposium, University of San Francisco School of Law, March 1, 2017
- Author, "Forecast for the 'Waters of the US' Rule? Murky," ACCDocket.com, March 20, 2017
- Presenter, "Ethics and Environmental Law 2017," San Francisco Bar Association, Environmental Law Section, January 17, 2017
- Author, "Chemical Regulation Enters the 21st Century: A New Day for the Toxic Substances Control Act," *ACC Docket*, November 2016
- Q&A Interview, "What New Chemical Regulations Mean for California," *The Recorder*, July 7, 2016
- Author, "Regaining Your Wetlands," *The Registry: Bay Area Real Estate*, June 30, 2016
- Author, "The High Court's Logical Approach To Clean Water Act Jurisdiction," *Law360*, June 17, 2016
- Author, "The Never-Ending Saga: Defining 'Waters of the U.S.'," *The Environmental Forum*, May/June 2016
- Presenter, "Ethics and Environmental Law 2016," San Francisco Bar Association, Environmental Law Section, January 26, 2016
- Presenter, "Allocating the \$\$\$\$ in Private Settlements: For Whose Benefit?," Prop. 65 Annual Conference, September 28, 2015
- Author, "New Water Rule Is Not The End Of The Story," *Daily Journal*, June 9, 2015
- Author, "Competing TSCA Reform Bills: A Break in Partisan Fever?" *Corporate Counsel*, May 27, 2015
- Author, "EPA Proposes Greater Scrutiny of Nanoscale Chemicals," *Nanotechnology Now*, April 16, 2015
- Author, "New Prop. 65 Regulations Being Considered in California," *Natural Products Insider*, March 17, 2015
- Moderator and Presenter, "Ethics and Environmental Law 2014," Bar Association of San Francisco, California, January 27, 2015
- Author, "Prairie dogs vs. Congress," *Daily Journal*, January 12, 2015
- Author, "Utah Prairie Dog Could Narrow Endangered Species Act," *Law360*, December 15, 2014
- Author, "Work Plan Signals Expanded Calif. Green Chemistry Program," *Law360*, October 15, 2014
- Moderator and Presenter, Prop. 65/Green Chemistry Clearinghouse Annual Conferences, San Francisco, California, September 15-16, 2014
- Author, "Endangered Species Acts New Mission: Not Just Survival," *Law360*, May 20, 2014

- Author, "The Safer Consumer Products Regulation," *The Recorder*, November 13, 2013
- Moderator and Presenter, "Ethics and Environmental Law 2013" conference, Environmental Section of The Bar Association of San Francisco, 2013
- Author, "Green Chemistry Law Has Lawyers, Industry on Alert," *The Recorder*, January 27, 2012
- Moderator and Presenter, "Ethics and Environmental Law 2012," Bar Association of San Francisco, California, January 26, 2012
- Author, "Green Chemistry Initiative - Once More," *The Recorder*, November 16, 2011
- Presenter, Prop. 65 Clearinghouse Annual Conference, San Francisco, California, November 29, 2011
- Author, "Green Chemistry Initiative is Down But Not Out," *The Recorder*, April 28, 2011
- Presenter, "Pioneering Approaches to Citizen Enforcement," State Bar of California Environmental Law Conference at Yosemite, October 23, 2010
- Presenter, "Water Supply, Public Health and Infrastructure: Challenges Facing the Nations Principal Cities and the Bay Area Delta Communities," U.S. Conference of Mayors, Regional Meeting of The Mayors Water Council, Pleasanton, California, October 14, 2010
- Presenter, "Res Judicata: Deja Vu All Over Again," Prop65 Clearinghouse Conference, 2010
- Presenter, "Navigable Waters: The Legacy of SWANCC and Rapanos Cases," California Water Quality & Supply Conference, 2010
- Author, "Endangered Species Act Requires Enforceable Mitigation," *Washington Legal Foundation Backgrounders*, May 2, 2008
- Author, "Defining 'significant nexus after Rapanos,'" *Trends: ABA Section of Environment, Energy and Resources*, March/April 2008
- Author, "High Court Addresses Interplay Between Federal Water and Species Acts," *Washington Legal Foundation Backgrounders*, August 24, 2007
- Author, "What's Next After Rapanos?" *Natural Resources & Environment*, Summer 2007
- Author, "Environmental-liability Buyouts: How to Know When It's the Real Thing," *Natural Resources & Environment*, Winter 2006

Commitment to Diversity

Please see our subsection on Promotion of and Commitment to Diversity within the Experience and Qualifications section above.

Required Disclosures

1. Do you have any potential conflicts of interest or any arrangements or relationships, formal or informal, which may interfere with your ability to provide independent, unbiased advice to the City?

Meyers Nave and our attorneys conform to the ethical rules of the State Bar's California Rules of Professional Responsibility regarding conflicts and potential conflicts. We have reviewed the firm's public and private client list in light of the City's RFP, and disclose the following:

- The City of San Diego has been a client of the firm, although we currently have no open matters for the City.
- The City is an adverse party in an active matter involving a Meyers Nave client, the San Diego County Regional Airport Authority, regarding downtown anchorage area contamination.
- The City is potentially adverse in an active matter involving a Meyers Nave client, Tesoro Companies, Inc., regarding retail access agreements.
- The City is represented on the Board of Directors of the San Diego County Water Authority, which is adverse to a Meyers Nave client, the Los Angeles Department Of Water and Power, in litigation brought by the Authority.
- The City is a non-adverse defendant in cell tower litigation for which Meyers Nave is preparing amicus briefs requested by the League of California Cities.
- The City is a related non-adverse party in the PG&E 2015 gas transmission & storage rate case, in which Meyers Nave represents the City of San Bruno.
- The City is a related (not formally adverse) party in CEQA litigation over the Point Loma High School stadium project, in which Meyers Nave represented the San Diego Unified School District.
- The City is a non-adverse member of a Meyers Nave client, the City Of San Diego Oversight Board of the Successor Agency to the Redevelopment Agency.
- The prior firms of three Meyers Nave attorneys were adverse to the City in matters where those firms represented Tesoro, Wal-Mart, Sears Roebuck and Nordstrom.

We promptly identify such conflicts or potential conflicts and obtain the concurrence of the client as to the manner in which the conflict will be resolved. Depending upon the nature of

the conflict or potential conflict, this may take the form of an ethical wall; written and knowing consent of the client; recusal from a matter; or withdrawal from representation.

2. Have you been the subject of any regulatory or administrative agency enforcement action, or any investigation, in the past five years? If so, please explain.

Neither the firm nor any of our attorneys have been the subject of any regulatory or administrative agency enforcement, nor any investigation, in the past five years.

3. Have you been suspended or debarred from performing legal work for any governmental agency? If so, please explain.

Neither the firm nor any of our attorneys have been suspended or debarred from performing legal work for any governmental agency.

4. Are there any investigations, lawsuits, or administrative proceedings involving you that the City should be aware of in considering your capacity to represent the City? Please include any actions, past or current, concerning malpractice claims against you relating to your tax and employee benefits work.

Meyers Nave has no additional disclosures for the City beyond those made in the Claims Statement and Required Disclosures sections earlier in this document.

5. Complete and return the City's Contractor Standards Form.

The completed form is attached to the front of this proposal.

Technical Representative

David W. Skinner, Managing Principal of Meyers Nave Riback Silver & Wilson, will serve as the Technical Representative for this Contract with responsibility for overseeing and monitoring this Contract with the City of San Diego. Mr. Skinner's contact information is as follows:

David W. Skinner, Managing Principal
Meyers Nave Riback Silver & Wilson
101 West Broadway, Suite 1105
San Diego, California 92101

Telephone: 619.569.2099
Fax: 619.330.4800
Email: dskinner@meyersnave.com

Pricing

Rates proposed by Meyers Nave Riback Silver & Wilson*

*Rates are discounted up to 20% from an individual's standard rate.

SERVICE: OUTSIDE LEGAL COUNSEL	Hourly Rate
Practice Chair – Amrit S. Kulkarni	\$425
Principal – Gregory J. Newmark	\$410
Principal – Joshua A. Bloom	\$410
Principal – Julia Bond	\$410
Principal – David W. Skinner	\$395
Principal – Jon E. Goetz	\$395
Principal – Steven D. Farkas	\$395
Of Counsel – Shiraz Tangri	\$395
Of Counsel – Shaye Diveley	\$395
Associate – Vidya Venugopal	\$300
Associate – Annie Smiddy	\$300
Paralegal	\$195

Hourly rate shall be inclusive of all fees and costs of operations to provide the contract services, including but not limited to photocopying, support services, travel (at the GSA rates), lodging and any other expenses incurred in the course of representing the City.

We propose to adjust our rates on an annual basis/beginning of each fiscal year, beginning July 1, 2019, by the relevant local U.S. Department of Labor's Consumer Price Index (CPI) increase over the prior 12-month period. This increase would be rounded to the nearest \$5, and not be less than 2 percent and not more than 5 percent.