

## **LEGAL MATTERS**

### **Purpose**

This policy provides direction from the Board of Directors regarding the roles and responsibilities of the General Counsel and attorneys in the Office of General Counsel (OGC) as well as any Board Legal Counsel hired by the Board via contract. The Board Legal Counsel, if any, will have duties and purview as set forth in his or her law firm's contract with SANDAG. Whereas the General Counsel and attorneys in the OGC will provide advice for staff and the Board on matters not covered in the Board Legal Counsel's contract or as otherwise directed by the Chief Executive Officer (CEO) or Board Chair. Nothing in this policy is intended to obligate the Board to maintain the Board Legal Counsel role should the Board decide to discontinue it.

In addition, this policy establishes procedures for the filing of claims and institution of claims and lawsuits, for obtaining the review and concurrence or comment from the OGC on all requests to the Board for authority to file lawsuits in court, and for handling process servers or individuals serving other legal documents.

Under Public Utilities Code section 132354(a), SANDAG can sue or be sued. All claims for money or damages against SANDAG are governed by Part 3 (commencing with section 900) and Part 4(commencing with section 940) of the Government Code (the Tort Claims Act). Government Code section 935 authorizes SANDAG to adopt local claims procedures for claims that are not governed by any other statutes or regulations. From time to time it may be necessary for SANDAG to initiate litigation in order to resolve issues of significant concern to SANDAG. The Board desires to have the concurrence or written review from the OGC relative to the merits of such lawsuits prior to their consideration by the Board.

### **Procedures**

#### **1. Claims and Actions Against SANDAG**

Any and all claims for money or damages against SANDAG must be presented to, and acted upon, in accordance with the following procedures. Compliance with these procedures is a prerequisite to any court action, unless the claim is governed by statutes or regulations which expressly free the claimant from the obligation to comply with this policy and the claims procedures set forth in Government Code 900 et seq.

##### **1.1 Form of Claims**

All claims must be presented to SANDAG using the form entitled "Claim Against SANDAG" available on the SANDAG Website as an attachment to this Policy or upon request to the SANDAG OGC.

##### **1.2 Time Limitations**

1.2.1 Claims for money or damages relating to a cause of action for death, injury to person or personal property, or growing crops, shall be presented to SANDAG not later than six (6) months after the accrual of the cause of action (Government Codes 905 and 911.2).

- 1.2.2 Claims for money or damages as authorized in Government Code 905 that are not included in Paragraph 1 above shall be filed not later than one year from the date the cause of action accrues (Government Codes 905 and 911.2).
- 1.2.3 Claims for money or damages specifically excepted from Government Code 905 shall be filed not later than six (6) months after the accrual of the cause of action (Government Codes 905, 911.2, and 935).

### 1.3 Late Claims

- 1.3.1 Claims under "Time Limitations" Paragraphs 1.2.1 and 1.2.3 above, which are filed outside the specified time limitations, must be accompanied by an application to file a late claim. Such claim and application to file a late claim must be filed not later than one year after the accrual of the cause of action. If a claim is filed later than the specified time limitation and is not accompanied by an application to file a late claim, the Board or CEO may, within forty-five (45) days, give written notice that the claim was not filed timely and that it is being returned without further action.
- 1.3.2 The application shall state the reason for the delay in presenting the claim. The Board or CEO shall grant or deny the application within forty-five (45) days after it is presented. By mutual agreement of the claimant and the Board or CEO, such forty-five (45) day period may be extended by written agreement made before the expiration of such period. If no action is taken on the application within forty-five (45) days, it shall be deemed to have been denied on the forty-fifth (45th) day unless such time period has been extended, in which case it shall be deemed to have been denied on the last day of the period specified in the extension agreement.
- 1.3.3 If the application to present a late claim is denied, the claimant shall be given notice as required by Government Code section 911.8 (Government Codes 911.3, 911.4, 911.6, 911.8, 912.2, and 935).

### 1.4 Delivery and Form of Claim

- 1.4.1 A claim, any amendment thereto, or an application for leave to present a late claim shall be deemed presented when delivered to the office of the CEO or deposited in a post office, sub-post office, substation, or mail chute or other like facility maintained by the U.S. Government in a sealed envelope properly addressed to SANDAG's offices with postage paid (Government Codes 911.4, 915, and 915.2).
- 1.4.2 Claims must contain the information set forth in Section 910 and 910.2 of the Government Code (Government Codes 910, 910.2, and 910.4).

### 1.5 Notice of Claim Insufficiency

The CEO shall cause all claims to be reviewed for sufficiency of information. The CEO or designee may, within twenty (20) days of receipt of claim, either personally deliver or mail to claimant a notice stating deficiencies in the claim presented. If such notice is delivered or sent to claimant, the Board shall not act upon the claim until at least fifteen (15) days after such notice is sent (Government Codes 910.8, and 915.4).

## 1.6 Amendments to Claim

Claims may be amended within the above time limits or prior to final action, whichever is later, if the claim, as amended, relates to the same transaction or occurrence which gave rise to the original claim.

## 1.7 Action on Claim

- 1.7.1 Upon rejection of the claim, the claimant has only six (6) months from such rejection to institute a lawsuit. If no action is taken, the claim is deemed rejected after forty-five (45) days from SANDAG's receipt of the claim, but the claimant has two (2) years to institute a suit against SANDAG. The notice of rejection must comply with requirements of Government Code 913 unless the claim has no address on it.
- 1.7.2 If the claim is filed late and not accompanied by an application for leave to present a late claim, then SANDAG must notify the claimant that no action was taken due to the claim being filed late.
- 1.7.3 Within forty-five (45) days after the presentation or amendment of a claim, or upon such further time as may be allowed pursuant to Government Code 915.2, SANDAG shall take action on the claim. This time limit may be extended by written agreement before the expiration of the forty-five (45) day period or before legal action is commenced or barred by legal limitations. The CEO or designee shall transmit to the claimant a notice of action taken. If no action is taken, the claim shall be deemed to have been rejected (Government Code 945.6).
- 1.7.4 The Board delegates to the CEO the authority to take action on claims including accepting or rejecting claims, allowing or disallowing late claims, agreeing to extend the claim response deadline, and settling claims when the amount to be paid by SANDAG pursuant to settlement of the claim does not exceed fifty thousand dollars (\$50,000) (Government Code 935.4).

## 2. Claims & Actions Initiated by SANDAG

It is the policy of the Board that except as may be otherwise determined by the Board, prior to Board authorization and direction to the OGC to file a lawsuit in court, the OGC shall be consulted as to the merits of such a lawsuit. Any request or recommendation for authorization and direction from the Board to the OGC to file a lawsuit in court shall be accompanied by written views of the OGC with regard to the merits of the case, provided however, that the OGC may, in lieu of such written concurrence or written views, request that the matter be discussed with the Board in closed session. As part of this attorney-client review, all requests or recommendations on potential lawsuits will be reviewed for comment by the CEO prior to being submitted to the OGC.

## 3. Board Legal Counsel Role

### 3.1 Appointing Authority

If so desired by the Board, a Board Legal Counsel may be appointed by the Board as outside counsel and serve at the pleasure of the Board. Any final decision regarding the scope of work, evaluation criteria, contract terms and conditions, or termination of contract between the Board Legal Counsel's law firm and SANDAG shall be made by the Board.

### 3.2 Direction

Consistent with California State Bar Rules of Professional Conduct, Rule 1.13, the Board Legal Counsel's client is SANDAG acting through its governing body, the Board of Directors. For purposes of receiving direction, the Board Legal Counsel shall take direction from the Chair or a delegated Board member.

### 3.3 Advice

The Board Legal Counsel shall take special care to provide the same, balanced legal advice to all Board members. In the event Board Legal Counsel and the Office of General Counsel offer differing legal opinions, interpretations, or recommendations concerning applicable laws or regulations, the Board Legal Counsel shall ensure that both positions are clearly articulated and presented to the full Board, or designated committee thereof, for deliberation and final determination by the Board.

### 3.4 Scope of Authority and Duties

The duties of the Board Legal Counsel shall be as set forth in the scope of work in the contract between SANDAG and the Board Legal Counsel's law firm. The Board Legal Counsel shall not have authority over the General Counsel for staff or the employees in the OGC but may be authorized by the Board to provide oversight for the work of outside legal counsel working under contract for SANDAG.

## **4. General Counsel and OGC Role**

### 4.1 Appointing Authority

The General Counsel for staff shall be appointed by the Board and serve as an employee of SANDAG at the pleasure of the Board. Any final decision regarding compensation, evaluations, discipline, or termination of employment for the General Counsel shall be made by the Board.

### 4.2 Direction

Consistent with California State Bar Rules of Professional Conduct, Rule 1.13, the General Counsel's client is SANDAG acting through its governing body, the Board of Directors. For purposes of receiving direction, the General Counsel shall take direction from the CEO, Chair or a delegated Board member.

### 4.3 Advice

The General Counsel shall take special care to provide the same, balanced legal advice to all Board members. In the event Board Legal Counsel and the Office of General Counsel offer differing legal opinions, interpretations, or recommendations concerning applicable laws or regulations, the General Counsel shall ensure that both positions are clearly articulated and presented to the full Board, or designated committee thereof, for deliberation and final determination by the Board.

### 4.4 Scope of Authority and Duties

- 4.4.1 The duties of the General Counsel shall be as set forth in the job description for the position. The General Counsel shall have authority over the employees in the OGC.
- 4.4.2 The OGC may be authorized by the CEO or Board to provide oversight for the work of outside legal counsel working under contract for SANDAG.

## **5. Legal Counsel for ARJIS**

SANDAG shall provide legal counsel to the Automated Regional Justice Information System Joint Powers Agency (ARJIS) to the extent time allows, and as long as no potential conflict of interest exists. In general, SANDAG's OGC should ensure consistent legal treatment of all matters. In areas involving a need for special expertise, substantial time commitments, or separate counsel, SANDAG, on behalf of ARJIS, may contract with an outside firm and ARJIS will pay for those services out of its own funds. Such contracts shall be reported to the SANDAG Board.

## **6. Acceptance of Garnishments, Wage Attachments, Summons & Complaints**

- 6.1 The SANDAG OGC will accept service of a summons and complaint upon SANDAG and/or any Board members being sued in his or her official capacity as a member of SANDAG's Board of Directors.
- 6.2 In compliance with California Civil Code of Procedure 415.20, SANDAG will also accept service of a summons and complaint upon one of its employees at its offices under the substituted services of process method provided for in that statute.
- 6.3 Whenever SANDAG, as employer, is served with a garnishment and wage attachment, the server should be instructed to present such document to SANDAG's OGC.

## **7. Execution of Litigation or Alternative Dispute Resolution Documents**

- 7.1 All pleadings, discovery, and other documents that are filed with a court, arbitrator, or other alternative dispute resolution authority on behalf of SANDAG shall be signed by the OGC and/or the CEO or his/her designee.

## **8. Appearances on Behalf of SANDAG**

- 8.1 The CEO or his/her designee, in consultation with the OGC, are authorized to appear on behalf of SANDAG in Small Claims Court.
- 8.2 The OGC or outside counsel under contract with SANDAG is authorized to appear or file documents on behalf of SANDAG in court proceedings when insufficient time is available to inform the Board in closed session of the matter. The OGC shall report to the CEO regarding the need for and outcome of such appearances or filings and report on the results on a monthly basis as either a delegated action or in a closed session item.

Adopted June 2003

Amended November 2004

Amended December 2006

Amended December 2008

Amended January 2010

Amended November 2014

Amended January 2017

Amended June 2021

Amended May 2024

Amended November 2025



6. *What is the total amount of money you are seeking to recover? (Check one of the boxes below.)	
<input type="checkbox"/>	The total amount claimed is less than or equal to \$10,000.
<input type="checkbox"/>	The total amount claimed is more than \$10,000, but not over \$25,000; jurisdiction rests in Superior Court (Limited Civil).
<input type="checkbox"/>	The total amount claimed is more than \$25,000; jurisdiction rests in Superior Court (Unlimited Civil).

7. \*If the claim is less than or equal to \$10,000, give the PRESENT AMOUNT you claim for each item of indebtedness, obligation, injury, damage or loss and basis of the computation (ex: bills, receipts, invoices, etc.). Please attach documents.


8. \*Give the ESTIMATED AMOUNT you claim for each item of prospective (future) indebtedness, obligation, injury, damage or loss as far as you know. Give basis of the computation.


9. Provide name of insurance company and contact information for insurance agent. Provide amounts of insurance payments you have received, if any.


10. Provide name and address of witnesses, doctors and hospitals, if applicable.

Name	Address	Phone Number

<b>WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM</b> <b>(Penal Code § 72; Insurance Code § 556.1)</b>				
I have read the matters and statements made in the above claim and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is TRUE and CORRECT.				
Name of Agent <i>(if on behalf of Claimant)</i>				
Address of Agent		City	State	Zip
Office Phone Number	Fax Number	Cellular Phone Number		
*Signature of Claimant <i>(or Agent)</i>			Date	

**NOTE: Is this Claim being submitted on behalf of a Class (i.e., more than one person)?**  
**If so, pursuant to Government Code §910, please attach to this claim, on a separate sheet, the applicable information for each Claimant.**