

# PAUMA VALLEY COMMUNITY SERVICES DISTRICT

33129 Cole Grade Road  
Pauma Valley, CA 92061  
PHONE: (760) 742-1909 FAX: (760) 742-1588

## NOTICE OF SPECIAL MEETING

DATE: Tuesday, April 11<sup>th</sup>, 2023  
TIME: 11:00 AM – **Open Session**  
VENUE: Pauma Valley Country Club, Robert Trent Jones Room  
15835 Pauma Valley Drive, Pauma Valley, CA 92061

### Pauma Valley Community Services District Mission

*“The mission of the Pauma Valley Community Services District is to protect the public health and environment of its community by providing effective wastewater management and stormwater drainage control, life safety assistance, security services, and exceptional customer care.”*

## AGENDA

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1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Public Comment Period**

Any person may address the Board at this time upon any subject not identified on this Agenda, but within the jurisdiction of the district; however, State law precludes the Board from taking action on or engaging in extended deliberations concerning items of business which are not on the agenda. Any matter not on the agenda that requires action will be referred to staff for a report and action at a subsequent Board meeting. As to matters on the agenda, an opportunity will be given to address the Board when the matter is considered. Please note, individuals have a limit of three (3) minutes to make comments and will have the opportunity when called upon by the presiding officer.

### **-- ACTION ITEMS --**

5. **Appoint Special Legal Counsel (General Manager, Eric Steinlicht)**

The board will vote on appointing special legal counsel to represent the district.

#### Staff Recommendation:

Authorize the General Manager to approve Devaney, Pate, Morris & Cameron in representing the Pauma Valley Community Services District.

**-- DISCUSSION ITEMS --**

6. Rancho Pauma Mutual Water Company’s Examinations Pertaining to the Administrative and Operational Relationship with the Pauma Valley Community Services District – (President Jodie Lawston)
  
7. **Adjournment**

In accordance with the requirements of California Government Code Section 54954.2, this agenda has been posted on the district’s website as well as the main lobby of the District’s Administrative Office no less than 72 hours prior to the meeting date and time listed above. All public records relating to each agenda item, including any public records distributed less than 72 hours, will be made available at the office of the District Secretary, 33129 Cole Grade Road, Pauma Valley, California.

To request a disability-related modification or accommodation regarding agendas or attendance, contact Amber Watkins, at [Amber.Watkins@paumavalleycsd.ca.gov](mailto:Amber.Watkins@paumavalleycsd.ca.gov) at least 48 hours before the meeting.

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AGENDA POSTED: April 10<sup>th</sup>, 2023.

**PAUMA VALLEY COMMUNITY SERVICES DISTRICT**  
**BOARD OF DIRECTORS**

Item : 5  
Date : April 11<sup>th</sup>, 2023  
From : General Manager, Eric Steinlicht  
Issue : **Appoint Special Legal Counsel**

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**STAFF RECOMMENDS THE BOARD OF DIRECTORS**

1. Authorize the General Manager to approve Devaney, Pate, Morris & Cameron in representing the Pauma Valley Community Services District.

**BACKGROUND**

Pauma Valley Community Services District (PVCSD) is currently utilizing Best, Best and Krieger (BB&K) for General Counsel Services. BB&K also serves the Rancho Pauma Mutual Water Company (RPMWC) for legal representation which potentially creates a conflict of interest when both organizations are faced with competing priorities handled by the same law firm. As such, it serves as best practice to engage with a separate law firm for General Counsel Services in order to adequately represent the interests of PVCSD. In addition, there have been discussions in recent months regarding the potential restructuring of PVCSD and RPMWC. Certain PVCSD staff members have also been approached about potentially changing employers by RPMWC board members. These discussions have been ongoing since 2022.

On March 30, 2023, RPMWC conducted a closed session meeting regarding “personnel matters” though all current personnel are employees of the PVCSD. As we move forward with these delicate discussions, separate General Counsel Services would be advised to protect PVCSD’s interests and to provide independent representation.

**DISCUSSION**

The General Manager has researched and requested proposals from the following three law firms:

1. Devaney, Pate, Morris & Cameron (DPMC).
2. Atkinson, Andelson, Loya, Rund & Romo (AALRR).
3. Young, Minney & Corr LLP (YMC).

**DPMC** submitted the lowest hourly cost of the three firms. DPMC, specifically DPMC partner Richard Romero, was directly involved with the development of the Joint Powers Agreement (JPA) with the Sustainable Groundwater Management Act (SGMA) and the Upper San Luis Rey Resource Conservation District (USLRRCD). USLRRCD took the lead on the SGMA JPA by engaging DPMC to chiefly draft documentation as it related to the SGMA JPA that PVCSD is a member of. In addition, Mr. Jeff Morris of DPMC has an extensive background with CalPERS, human resources and personnel issues, community services districts, water and wastewater utilities.

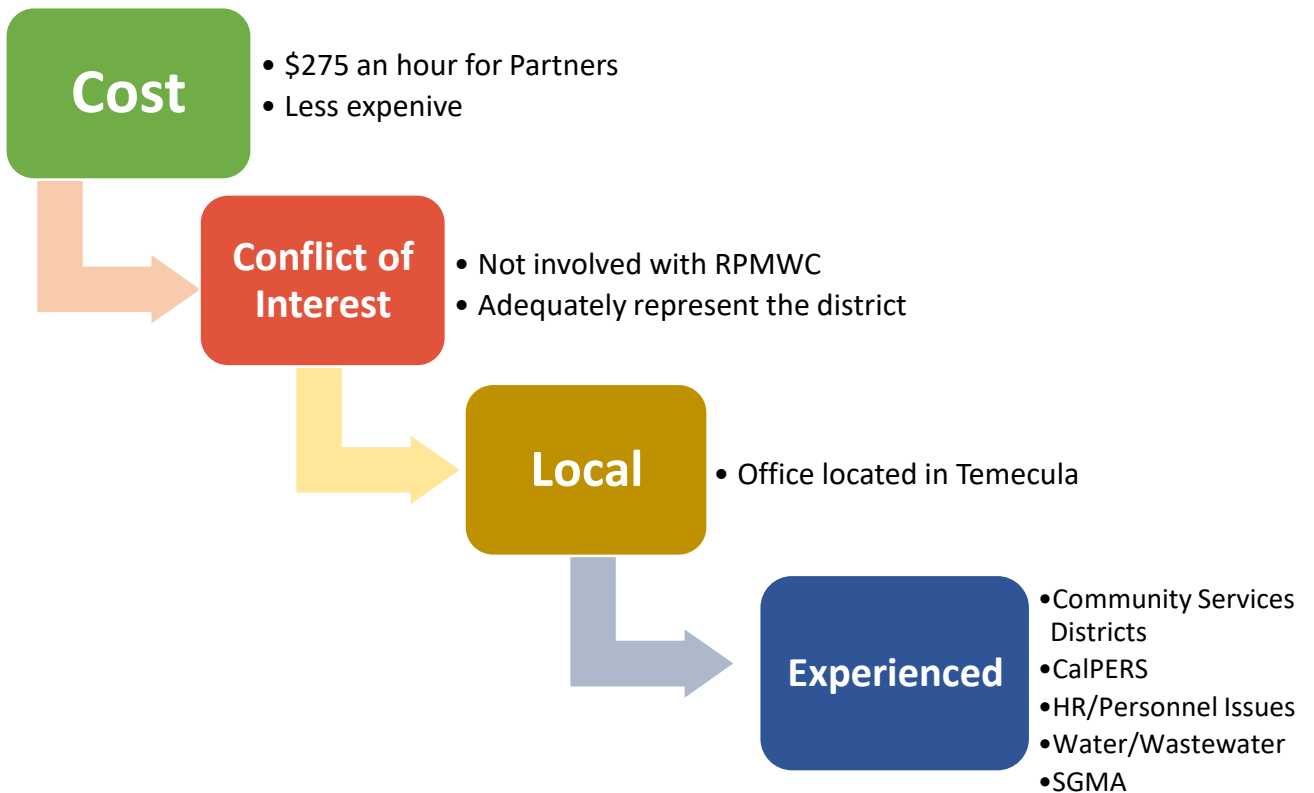
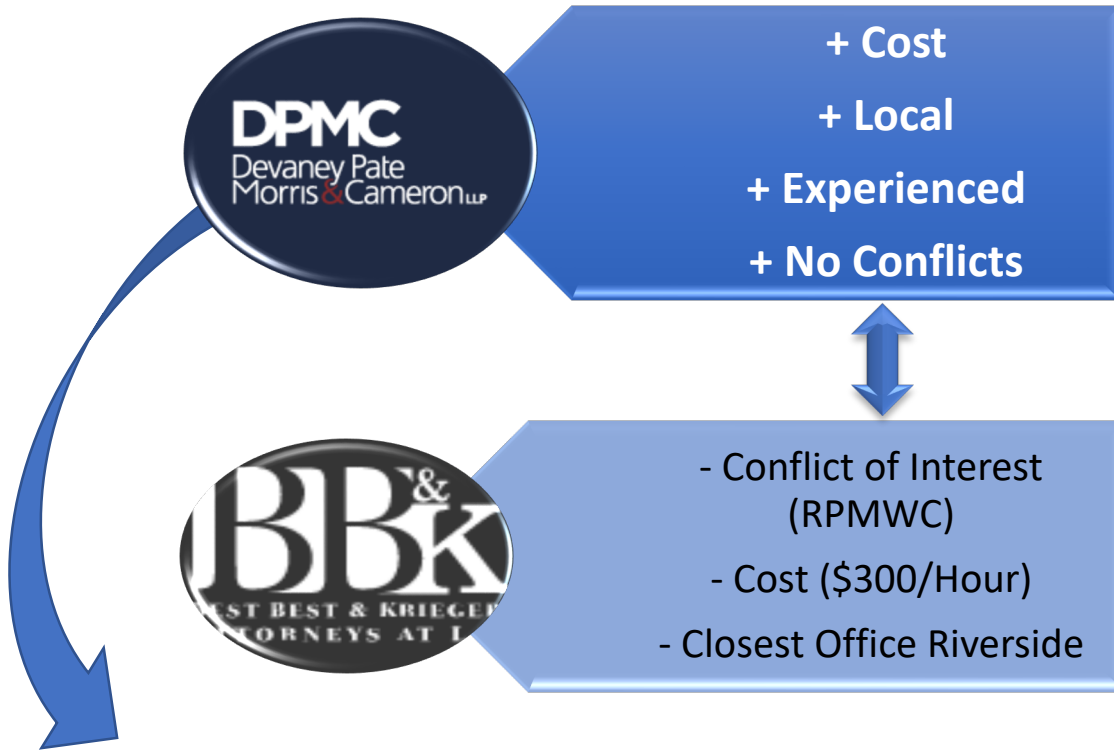
AALLR has confirmed that their firm has SGMA experience and expertise. Although AALLR is more expensive by the hour than DPMC and have shown via their proposal a steady rate increase, they have a strong professional network of bench-depth within their firm for any issue the district might face.

YMC has a strong track record with board governance and developing a strong working relationship with the General Manager to ultimately avoid costly litigation. YMC has extensive experience as it relates to water/wastewater and has provided service to the Encina Wastewater Authority and Rainbow Municipal Water District. YMC does not have an extensive background dealing with SGMA.

Mr. Steve Anderson of BB&K stated that regardless of the PVCSD’s involvement in the SGMA JPA, PVCSD would still require representation for the tribal water rights case and retaining BB&K would make sense as the cost associated with bringing new counsel up to speed on this issue would be significantly high and he is very familiar with this case. In addition to this, SGMA is currently in the process of implementing fees for well pumping. When these fees are implemented the cost for SGMA will decrease significantly. As a standing member of the SGMA JPA, PVCSD would still be part of any future SGMA litigation. If PVCSD chooses to stay in the SGMA JPA, there is an option within the agreement that we “may” assign alternate representative in the event the General Manager or current representative is unable to make it to a meeting for a critical vote. It is, however, not required, and I have verified this with Mr. Steve Anderson.

**FISCAL IMPACT**

Firm	Hourly Rates
Devaney, Pate, Morris & Cameron (DPMC)	<ul style="list-style-type: none"> <li>• \$275 Partners and Associates</li> <li>• \$115 for Paralegals</li> </ul>
Atkinson, Andelson, Loya, Rund & Romo (AALLR)	<ul style="list-style-type: none"> <li>• \$335 Senior Partners</li> <li>• \$300 Partners/Senior Counsel</li> <li>• \$280 Associates</li> <li>• \$180 Paralegals/Assistants</li> </ul>
Young, Minney & Corr LLP (YMC)	<ul style="list-style-type: none"> <li>• \$325 Partners</li> <li>• \$305 Senior Counsel</li> <li>• \$285 Associate</li> </ul>
Best, Best and Krieger (BB&K)	<ul style="list-style-type: none"> <li>• \$300 Partners (Steve Anderson)</li> <li>• \$175 Paralegals/Assistants</li> </ul>



**THEREFORE, STAFF RECOMMENDS THE BOARD OF DIRECTORS:**

1. Authorize the General Manager to approve Devaney, Pate, Morris & Cameron in representing the Pauma Valley Community Services District.

**Attachments**

1. DPMC Resume and Proposal
2. AALRR Qualifications and Proposal
3. YMC Statement of Qualifications

**Prepared by:** General Manager, Eric Steinlicht

**Approved by:** General Manager, Eric Steinlicht

**PAUMA VALLEY COMMUNITY SERVICES DISTRICT**  
**BOARD OF DIRECTORS**

Item : **5 (Revised)**  
Date : April 11<sup>th</sup>, 2023  
From : General Manager, Eric Steinlicht  
Issue : **Appoint Special Legal Counsel (Revised)**

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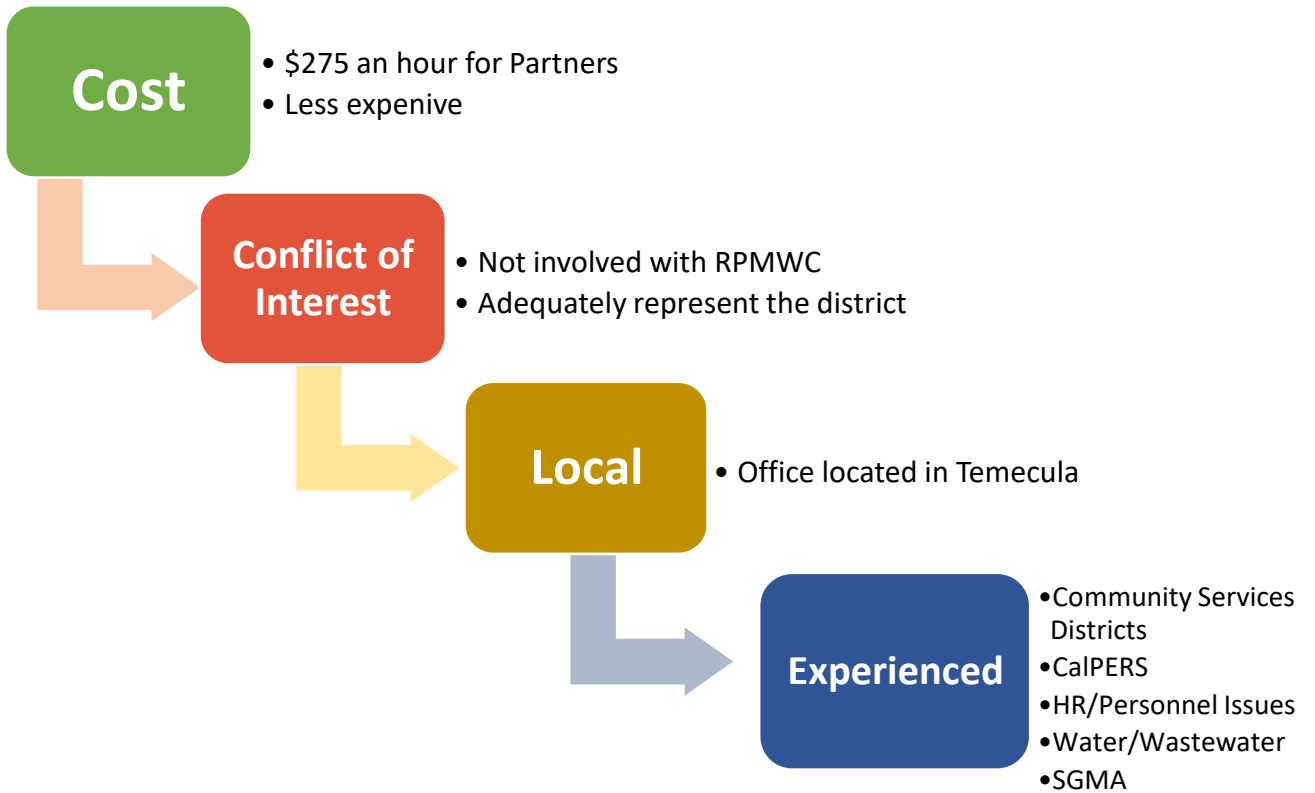
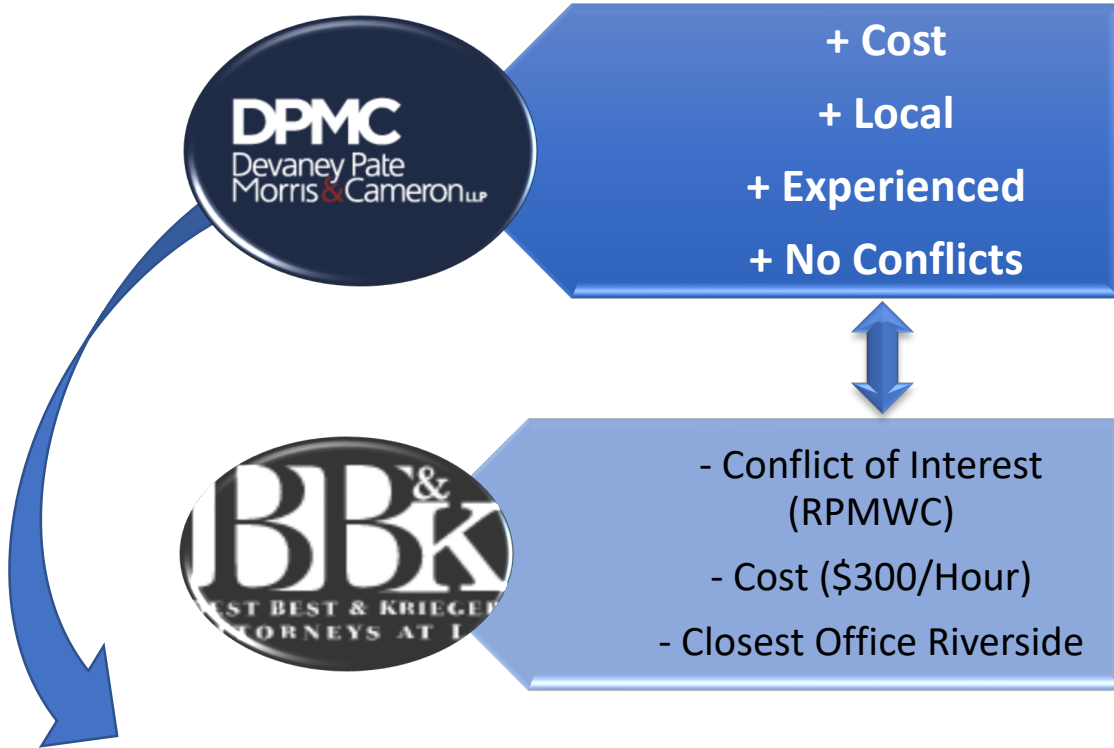
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**Prepared by:** General Manager, Eric Steinlicht

**Approved by:** General Manager, Eric Steinlicht

JEFFERY A. MORRIS



PARTNER

San Diego

[jmorris@dpmclaw.com](mailto:jmorris@dpmclaw.com)

AREAS OF PRACTICE

PUBLIC ENTITY, MUNICIPAL LAW,  
GOVERNMENT RELATIONS, GENERAL  
TORT LITIGATION, EMPLOYMENT

Mr. Morris has tried over twenty jury trials to verdict, including those with issues for wrongful death, employment and civil rights, general negligence, high exposure personal injury matters and dangerous conditions. He is a key member of the Public Entity practice group litigation team.

As lead counsel to a water district involving over 100 claims related to a water misconnection, Mr. Morris has been involved with numerous aspects of this complex litigation. The action resulted in two out of the ten consolidated matters going to trial with a favorable result for the District. Ultimately, all of the cases have resolved, with the District receiving a recovery of attorney's fees, and



### AREAS OF LITIGATION EXPERTISE

#### **General/Tort**

Has tried over twenty civil jury trials to verdict, including cases involving significant physical/brain injuries, wrongful death, employment and civil rights.

Tried to verdict, *Amy Wise, et al. v. Otay Water District*, San Diego Superior Court Case No. 37-2008-00075031-CU-BC-CTL [consolidated with Case No. 37-2008-00075173-CU-PO-CTL; Case No. 37-2008-00075368-CU-PO-CTL; Case No. 37-2008-00086689-CU-PO-CTL; Case No. 37-2008-00083163-CU-PO-CTL; Case No. 37-2009-00084655-CU-PO-CTL] - Commercial building connected to recycled irrigation water. Over one hundred claims for personal injury and business loss filed. Two of the ten consolidated matters were tried to verdict.

#### **Employment Law/Civil Rights**

Tried to verdict, *Megan Donovan & Joseph Ramelli v. Poway Unified School District, et al.* (2008) 167 Cal.App.4th 567. San Diego Superior Court case number, GIC823157—Students claim peer-on-peer anti-gay sexual harassment.

Tried to verdict, *James Ted Carter v. Escondido Union High School District* (2007) 48 Cal.App.4th 922, 56 Cal.Rptr.3d 262, San Diego Superior Court Case, No. GIN027111—Teacher claimed whistle-blower status in response to non-renewal of contract, not a valid basis for violation of public policy.

#### **General Municipal Litigation**

As Assistant City Attorney in charge of litigation, Mr. Morris handles code enforcement, abatement, employment, medical marijuana and defends writs of mandate concerning actions by city council. Mr. Morris also handles CEQA defense and pursuing eminent domain actions.

Tried to decision, *City of Murrieta v. Department of Finance*, Sacramento County Superior Court Case No. 34-2012-80001346 [consolidated with Case No. 34-2013-80001455] -

indemnity payments in excess of seven figures.

Throughout his career, Mr. Morris has handled large Public Records Act requests, including related litigation. He is routinely consulted on Brown Act questions and issues from public entity clients, including proposed language for agenda matters, review and analysis of content for closed session, public hearings and workshops.

Mr. Morris is a long-term member of the California League of Cities. Mr. Morris was selected as one of the best Inland Empire attorneys for 2009 through 2022 by the Inland Empire Magazine. He also received the Rancho Family YMCA "Exemplar Award" in recognition of his exemplary contributions of Time, Talent and Treasure to the Rancho Family YMCA.

#### BAR ADMISSIONS

- State of California
- Federal Southern District
- Federal Central District
- Ninth Circuit Court of Appeal

#### EDUCATION

- Pepperdine University School of Law, J.D., 1988
- University of California, San Diego, 1985

402 W. Broadway, Suite 1300  
San Diego, CA 92101  
O: (619) 354-5035  
F: (619)354-5035

41955 Fourth Street, Suite 210  
Temecula, CA 92590  
O: (951) 262-4491  
F: (951) 262-4495  
[dpmclaw.com](http://dpmclaw.com)

City's claim to block redistribution of tax proceeds following RDA shutdown.

#### HONORS / AFFILIATIONS

- Board of Management of Rancho YMCA-  
Board Chair beginning July 1, 2015-2017
- Barrister, American Inns of Court,  
William B. Enright Chapter
- Master, American Inns of Court, Southwest Riverside  
Chapter
- League of California Cities  
Member, San Diego Defense Lawyers Association
- Member, San Diego County Bar Association, Southwest  
Riverside County Bar Association
- Volunteer Mentor for San Diego Teen Court
- 2009-2022 Best Inland Empire Attorney - Inland Empire  
Magazine
- 2009 & 2012 Exemplar Service Award; Rancho YMCA
- Founding President, Mt. Carmel High School Education  
Foundation

#### OTHER INFORMATION

- Judge Pro Tem, San Diego County Superior Court (2006 –  
present).



## LEGAL SERVICES AGREEMENT

1. **IDENTIFICATION OF PARTIES.** This Agreement, executed in duplicate with each party receiving an executed original, is made between Devaney Pate Morris & Cameron, LLP, hereinafter referred to as "Law Firm" and Pauma Valley Community Services District, referred to as "Client".

This Agreement is required by Business and Professions Code section 6148 and is intended to fulfill the requirements of that section.

2. **LEGAL SERVICES TO BE PROVIDED.** The legal services to be provided by Law Firm to Client pursuant to this Agreement are as follows: Representation, counsel and consultation in connection with Client's contract issues with other agencies; coordinate with subject matter experts; legal support including review of policies and procedures, contract review in general (as needed), drafting contracts, attending special meetings or other assignments, projects or matters as directed ("Services"). The legal services *do not* include litigation.

3. **RESPONSIBILITIES OF LAW FIRM AND CLIENT.** Law Firm will perform the legal services called for under this Agreement, keep Client informed of progress and developments, and respond promptly to Client's inquiries and communications. Jeffery A. Morris, Esq. is intended to be the Law Firm attorneys primarily responsible for the representation related to the services for Client. Client will cooperate with the Law Firm in providing information and will timely make any payments required by this Agreement.

4. **ATTORNEY'S FEES.** Client will pay Law Firm for attorney's fees for the legal services provided under this Agreement at the respective hourly rates of the individuals providing the services. The rate shall be \$275.00 per hour blended for partners and associates, and \$115.00 per hour for paralegals. The Law Firm will charge in increments of one tenth of an hour, rounded off for each particular activity to the nearest one tenth of an hour. The minimum time charged for any particular activity will be one tenth of an hour.

Unless the Firm agrees in writing to a fixed fee, the Firm's compensation for legal services rendered for Client's matters ("Fees") will not be a fixed amount and the payment of fees is not contingent upon any event, but rather will be an amount based primarily upon the time devoted to Client's matters, including, but not limited to, consultations, correspondence, meetings, telephone calls, negotiations, factual investigations and analyses, legal research and analyses, document preparation and revision, court appearances, travel on Client's behalf and all other work related to Client's matters. Firm will charge for travel time, on a portal to portal basis, both local and out of town.

If, while this Agreement is in effect, Law Firm increases the hourly rate being charged to clients generally for attorney's fees, that increase may be applied to fees incurred under this Agreement, but only with respect to services provided thirty (30) days or more after written notice of the increase is mailed to clients.

Client acknowledges that Law Firm has made no promises about the total amount of attorney's fees to be incurred by Client under this Agreement.

5. **COSTS.** Client will pay all "costs" in connection with Law Firm's representation of Client under this Agreement. Costs will be billed directly to Client unless, at the option of Law Firm, costs are advanced by Law Firm. Costs include, but are not limited to, court filing fees, deposition costs, expert fees and expenses, investigation costs, long-distance telephone charges, messenger service fees, photocopying expenses, process server fees, and trial exhibits and equipment, as well as any other items generally accepted as "costs".

6. **STATEMENTS AND PAYMENTS.** Law Firm will send Client monthly statements indicating attorney's fees and costs incurred and their basis, any amounts applied from deposits, and any current balance owed. If no attorney's fees or costs are incurred for a particular month, or if they are minimal, the statement may be held and combined with that for the following month. Any balance will be paid in full within thirty (30) days after the statement is mailed.

7. **Arbitration. CLIENT UNDERSTANDS AND AGREES THAT ALL DISPUTES, CLAIMS, OR CONTROVERSIES ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING CLAIMS OF MALPRACTICE OR BILLING DISPUTES) OR THE BREACH, TERMINATION, ENFORCEMENT, INTERPRETATION, OR VALIDITY THEREOF, INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, SHALL BE DETERMINED BY ARBITRATION IN SAN DIEGO COUNTY, CALIFORNIA BEFORE ONE ARBITRATOR WHO IS A NEUTRAL JUDGE. CLIENT SPECIFICALLY WAIVES ALL RIGHTS TO A**



**JURY TRIAL BY AGREEING TO ARBITRATION.** The arbitration shall be administered by Judicate West pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those rules. (If Judicate West is unavailable, the parties will agree to an arbitrator who will decide which rules to apply. If the parties cannot agree to an arbitrator, the San Diego County Superior Court will select an arbitrator and such arbitrator shall determine which rules to apply.) Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

If either party to Arbitration alleges in the demand for arbitration, correspondence, pleadings, discovery or anything filed with the arbitrator, that the amount in dispute exceeds \$250,000, then the arbitrator shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. In such cases, the arbitrator shall issue a tentative award, permit the parties to file briefs and then issue a final award, setting forth the arbitrator's reasoning on issues of fact and law, set forth in the Code of Civil Procedure.

By signing this Agreement, Client and Firm confirm they read and understand this Arbitration section, and voluntarily agree to binding arbitration. In doing so, Client and Firm voluntarily give up important Constitutional rights to trial by judge or jury, as well as rights to appeal. Client is advised that Client has the right to have an independent lawyer of Client's choice review these arbitration provisions and this entire Agreement prior to signing this Agreement.

8. **ERRORS AND OMISSIONS INSURANCE.** The Law Firm maintains errors and omissions insurance coverage applicable to the services to be rendered under this Agreement.

9. This Agreement is effective for the period of February 1, 2023, through thru December 31, 2023.

THE FOREGOING IS AGREED TO BY:

DATED: \_\_\_\_\_, 2023

PAUMA VALLEY COMMUNITY SERVICES  
DISTRICT

By: \_\_\_\_\_  
Eric Steinlicht  
General Manager

DATED: \_\_\_\_\_, 2023

DEVANEY PATE MORRIS & CAMERON, LLP

By: \_\_\_\_\_  
Jeffery A. Morris, Esq.

## General Counsel Legal Services

**Submitted to  
Pauma Valley Community Services District**

**March 22, 2023**

Your challenges are unique. Our *solutions* are too.

## QUALIFICATIONS, CAPABILITIES, AND EXPERIENCE

AALRR is a full-service law firm with over 240 attorneys in nine offices throughout California. The firm currently serves more than 2,200 private and public sector clients, with emphasis in the areas of general counsel, police, employment, labor, construction, education, real estate, water, general business and business litigation, corporate, and taxation. Through decades of dedicated commitment to high quality legal work and providing consistently practical management solutions to our clients, AALRR has earned a reputation as one of California's leading law firms.

AALRR is recognized for its experience and success in handling public agency matters. For more than 40 years, the firm has represented a wide variety of California public entities, including special districts, municipalities, counties, superior courts, school districts, community colleges, and universities.

The firm is an active affiliated member of the Association of California Water Agencies (ACWA), the California Special Districts Association (CSDA), California Groundwater Resources Association (GRA), California Police Chiefs Association (CPCA), California Public Employers Labor Relations Association (CalPELRA), and many others. Our attorneys are also involved with various committees and subcommittees in these organizations and frequently give presentations at their various conferences on topics that include water resources law and trends, construction, rates and fees, taxation and bond issues, labor and employment, governance, technology, and more.

AALRR has been placed at the top of *Law360's* annual list of the nation's top firms for several years. Our attorneys are regularly named "Best Lawyers in America," "Super Lawyers" and "Rising Stars" by *Best Lawyers* and *Super Lawyers*. While we are proud of our rankings and awards, we value our clients' continued trust and satisfaction above all. We will provide the benefit of the firm's practical experience and professional resources in a cost-efficient and timely manner.

AALRR has a deep and broad bench of attorneys who can make themselves available to field questions from clients whenever a need arises, including after hours and on the weekends. The firm's policy is to respond to all client inquiries within 24 hours, but in actuality response time usually occurs much sooner. Our priority is to ensure prompt accessibility in responding to client issues.

Recognized for our expertise in legal issues affecting a broad range of industries, public agencies, and educational institutions, annually, the firm holds hundreds of conferences and in-house trainings for business owners, managers, and administrators. The AALRR Employment Law Conference draws over 1,000 participants each year. Our attorneys are recognized experts in their fields, and their frequent articles, Client Alerts, and blog posts make AALRR a "go-to" firm for guidance on the latest court decisions and legislative changes affecting our clients. The firm's FRISK<sup>®</sup> Documentation Model has become a statewide benchmark for measuring employee performance—just one example of the firm's long-lasting impact.

<b>Applicable Areas of Expertise</b>	
<b>Governance</b>	Board Policy Development, Parliamentary Procedures, Resolutions and Ordinances, the Brown Act, Board Relations, Public Records Act Requests, Fair Political Practices Act and FPPC Regulations, Conflicts of Interest, Elections Code Requirements, LAFCO Procedures, Training on New Laws and Regulations, Contracts, Memorandums of Understanding, Joint Powers Agreements, Federal and State Grant Processing, Assessments and Fees (Propositions 218 & 26)
<b>Water</b>	Water Rights and SGMA, Water Transfer and Storage Agreements, State Water Contracts, CEQA, NEPA, Federal and State Endangered Species Acts and Environmental Regulation
<b>Labor Relations and Personnel Management</b>	Collective Bargaining, Grievance Processing, Arbitrations, Mediation, Fact-finding, Litigation, Layoffs, Contract Administration, Wage and Hour, Leaves, Workers' Compensation, Unemployment Insurance, Employment Discrimination, Dismissals, Employee Discipline, and Discrimination Complaints
<b>Construction/ Public Works Contracting</b>	Contracts and Bids - Contract Preparation, Bid Specification, Breach of Contract, Bid Protests  Construction Claims - Construction Defects, Builder Liability, Engineering and Design Failures, Soil Erosion, Stop Notices, Bond Claims, Delay Claims
<b>Real Property</b>	Real Property - Developer Fees, CEQA, NEPA, Eminent Domain, Joint Use Facility Agreements, Leases, Sales & Exchanges, Contracts, Easements, Property Acquisition and Disposition
<b>Litigation</b>	Administrative Hearings, Federal and State Court Proceedings, Trials, Appeals, Torts, Land Use, CEQA, Ordinance Enforcement, Contract Disputes, Employee Discharge and Discrimination, Construction Contract Disputes, Eminent Domain and Inverse Condemnation, Water Quality and Rights
<b>Taxation and Bond Issues</b>	Retirement Plan Review, Employment Tax Issues, Payroll Tax Audits, Employee Benefits Plan Review, General Obligation Bond Counsel, Special Tax Bond Counsel, Lease/General Fund Secured Financings

AALRR excels at handling the variety of General Counsel and Special Counsel matters that arise with community services districts. We consider ourselves partners with clients and their technical consultants (e.g., hydrogeologists and engineers) to navigate the complexities of operating in today's increasingly trying times.

## Governance of Public Entities

AALRR provides broad governance representation. We render advice and consultation on notice and agenda requirements; regular, special, and emergency meeting legal requirements; assistance in preparation for board and committee meetings; and address issues arising during meetings, including questions regarding rules of Parliamentary Procedure, conflicts of interest, closed sessions, quorum and voting requirements, and related meeting matters.

We advise community services districts on legal issues ranging from the Brown Act to Endangered Species Act compliance. We represent these agencies in all aspects of water law, labor, public construction, and rates and charges, among other areas of expertise.

We assist in identifying and resolving potential conflicts of interest for board members and staff under state laws such as the Brown Act, California Political Reform Act, California Government Code Section 1090 *et seq.*, common law conflict and bias issues, gift, travel, and loan restrictions, incompatible offices and activities proscriptions, and ethics training. When needed, we represent our clients in litigating complex provisions of the California Fair Political Practices Act and similar state regulations.

AALRR provides on-going assistance in complying with public records requirements, including the California Public Records Act and similar laws in other states, and the federal Freedom of Information Act. We advise regarding responses to requests made pursuant to such statutes, providing tutorials on complying with laws regarding maintenance of electronic records and documents, and advising our clients with respect to preparing and maintaining records retention policies consistent with the Act and good public agency practice. We also assist with code enforcement matters, including compliance with administrative procedures and the filing of actions to carry out administrative rules and regulations.

## Ralph M. Brown Act and the Public Records Act

AALRR attorneys are well versed in all aspects of the Brown Act, the Public Records Act, conflict of interest provisions, and other laws pertaining to board governance. We provide legal interpretations, advice, and training to boards, administrators, and board staff, working proactively to reduce exposure to challenges under these laws.

## Administrative Law

AALRR's practice of administrative law encompasses state and local licensing and permitting and the ongoing development of our clients' ability to operate in compliance with all state and local laws and regulations.

Members of the firm have appeared regularly before the State and Regional Water Boards and have worked with a variety of state and federal administrative agencies on issues involving endangered species, clean water, and environmental remediation.

## Water Rights

AALRR recognizes that the long-term supply of surface water, groundwater, reclaimed water, and desalinated water is critical as resources have been scarce throughout California. Our

attorneys have represented wholesale and retail public water agencies in a wide range of environmental, financing, water law, and water utility issues, including related litigation. We represent agricultural, domestic and industrial water users across various industries. AALRR understands the California water institutional structure from every possible perspective, as well as the state and federal law and regulations that impact water. We have experience representing public agencies on drought legislation that has evolved into law and regulations, the Urban Water Management Planning Act, and on issues related to water rights and adjudications, supply and planning (SB 610 & 221), storage and transfers, and quality.

Attorneys at AALRR have successfully represented public agency water right holders in seven separate groundwater basin adjudications (pre-SGMA), and many more basins in post-Judgment adjudications requiring compliance and interaction with the Watermaster, as well as in legislative and regulatory proceedings and high-level negotiations. Regarding surface water rights, Mr. Miliband was part of a relatively small team convened by Governor Brown and facilitated by Secretary Bruce Babbitt to resolve disputes regarding the update to the Water Quality Control Plan.

We have in-depth transactional and regulatory experience in water law, and have been privileged over the years to represent, on a federal and state level, our numerous public agency clients in all aspects of the regulation of water. Our practice includes advising our clients on compliance with state and federal regulations and issues with state mandated programs, negotiating and drafting complex regulatory ordinances and agreements and defending complex litigation.

### **Propositions 218 and 26**

AALRR helps its public clients determine the revenue sources available to them and counsels clients on how to impose such fees and assessments lawfully under the procedural and substantive requirements of Propositions 218 and 26. This can mean assisting throughout the process or advising on a particular legal issue. We also defend clients in court from challenges to fees, charges, and other revenue sources. AALRR's attorneys are well versed in the interplay between the revenue generating provisions under SGMA and the requirements of Propositions 218 and 26.

### **Sustainable Groundwater Management Act (SGMA)**

AALRR is currently serving as general counsel to multiple GSAs in various basins including those that are critically over-drafted, as well as several other basins subject to SGMA and others already adjudicated. Further, we are assisting numerous clients to comply with SGMA, most of which are clients serving as GSAs. We are also actively monitoring the California Department of Water Resources (DWR) evaluations of the Groundwater Sustainability Plans (GSPs). We are well versed in the requirements of SGMA, including the requirements involving the formation of a locally-controlled GSA and the development and implementation of a GSP, and our attorneys are frequently asked to speak on these issues.































































