

# 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.”*

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## 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.

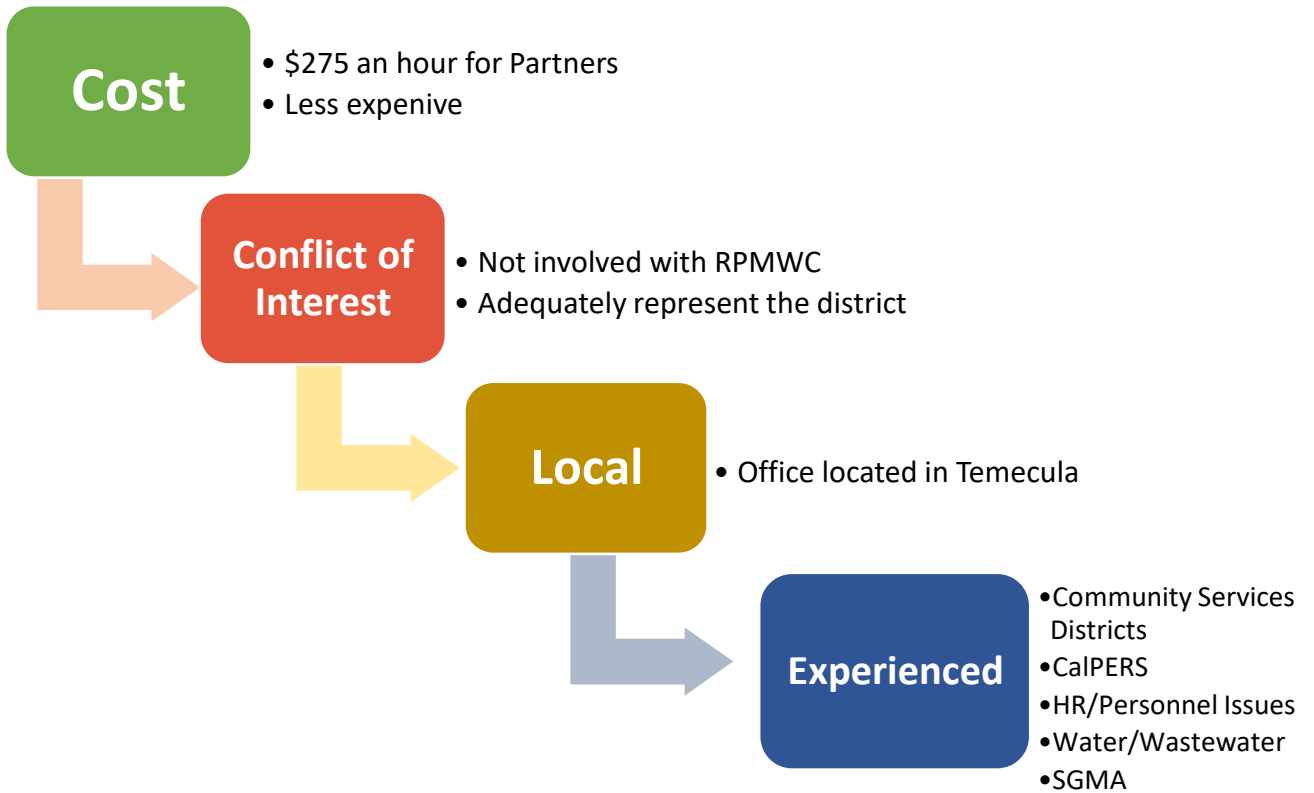
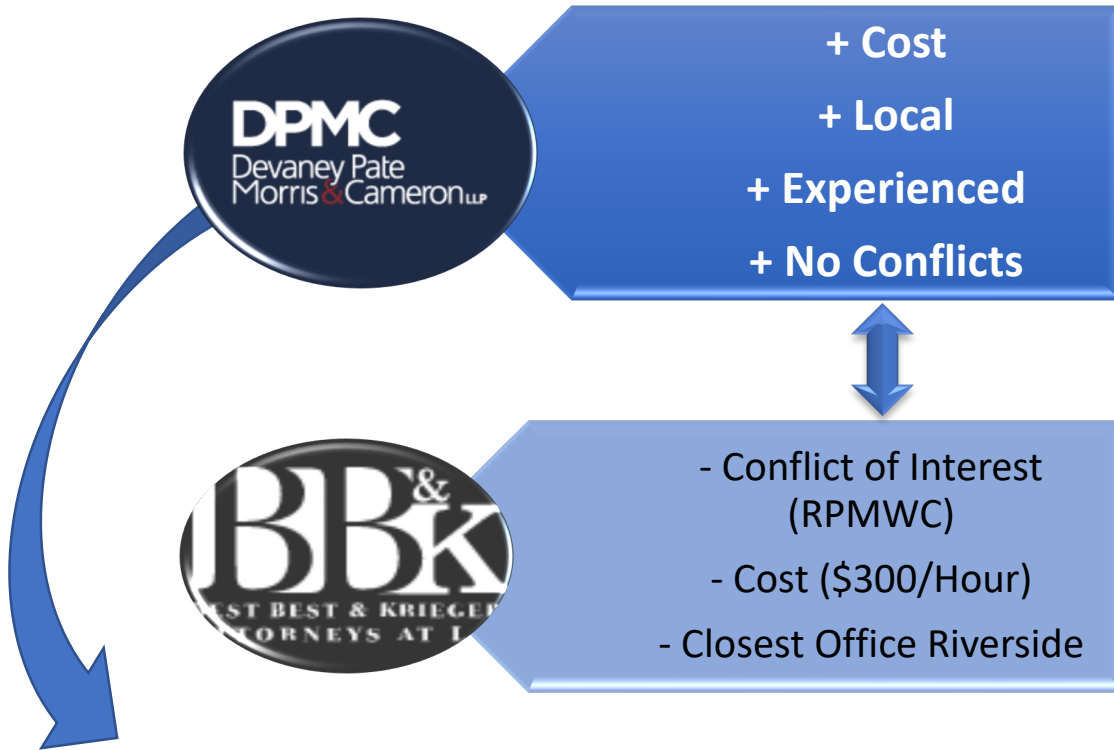
AALLR has confirmed that their firm has SGMA experience and expertise. Although AALLR is more expensive by the hour than DPMC and have shown via their proposal a steady rate increase, they have a strong professional network of bench-depth within their firm for any issue the district might face.

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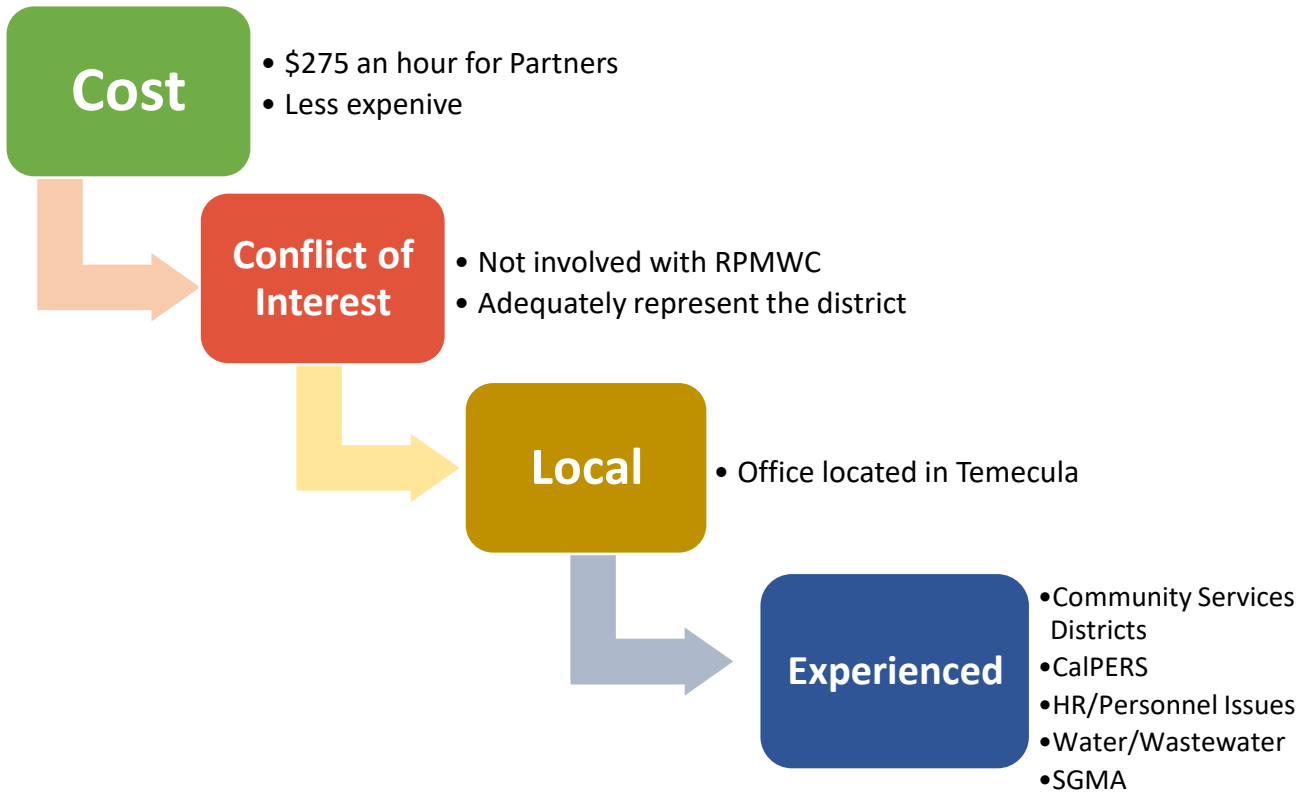
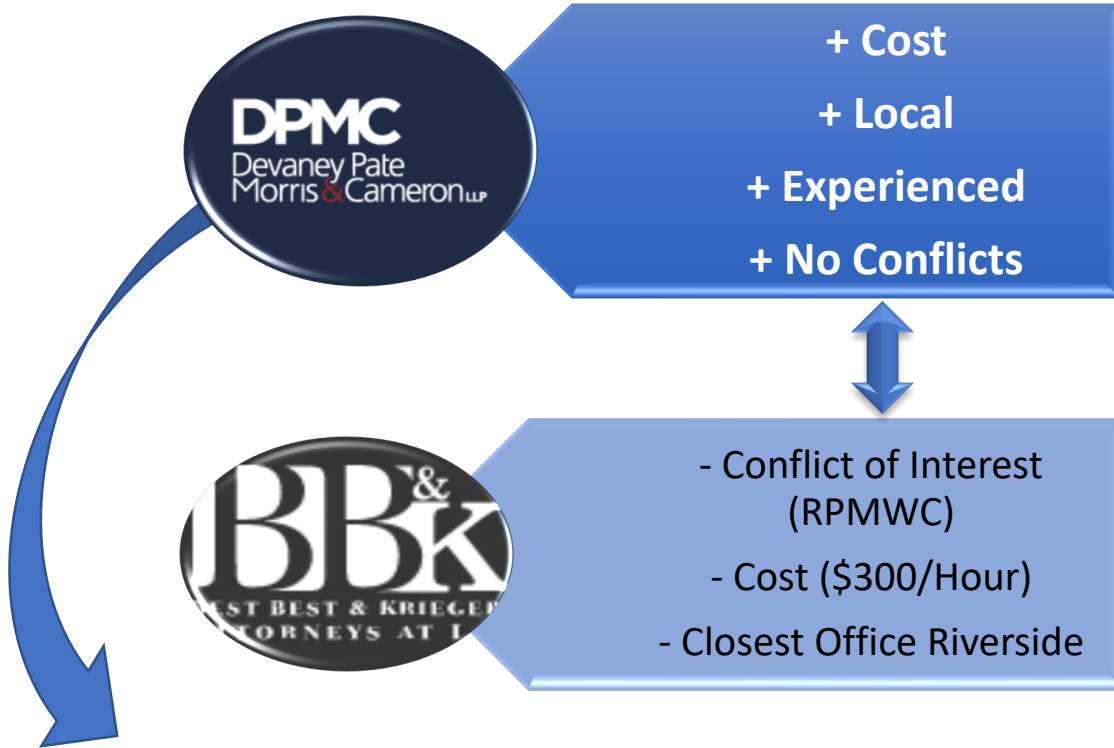
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**Prepared by:** General Manager, Eric Steinlicht

**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.

## California Environmental Quality Act (CEQA) and Environmental Law

AALRR has experience in all facets of state and federal environmental and hazardous substances regulation. The firm has advised numerous public agencies on compliance measures for CEQA, including preparation, review, and certification/adoption of environmental impact reports, initial studies, and mitigated negative declarations. We counsel clients on effective use of CEQA exemption findings and mitigation measures and have helped several public entities to defuse potential challenges through public involvement and shrewd planning. Despite our proactive approach, CEQA challenges do occur from time to time. The firm has experience in defending and prosecuting CEQA challenges on behalf of public entities.

The firm also handles specific areas of environmental regulation, including hazardous substances, clean air and water, pipeline risk, natural resources, seismic studies, and CERCLA (Superfund) enforcement. We regularly work with agencies charged with environmental oversight and enforcement, including the United States Environmental Protection Agency (EPA), California Department of Toxic Substances Control, and various air quality management districts. The firm regularly interacts with various other federal and state government oversight agencies, including the State and Regional Water Boards, Department of Water Resources, U.S. Fish and Wildlife Service, and the National Marine Fisheries Services.

## Labor and Employment Legal Counsel

Our legal services include the full range of management-side employment and labor law legal services including personnel administration; disciplinary and grievance hearings; PERS audits; disability retirement, health and welfare benefits; EEO issues, including discrimination, harassment, and whistleblower claims; public safety, including the Public Safety Officers Procedural Bill of Rights Act (POBR) and the Firefighters Procedural Bill of Rights Act (FBOR); wage and hour, including Fair Labor Standards Act (FLSA) collective actions; investigations, litigation, training; reasonable accommodation; and employee leaves.

The firm has drafted and reviewed employment contracts and application forms for all categories of public employees. We provide a broad range of services related to employee health and welfare benefits, including reviewing agreements for insurance and other services, as well as advising agencies regarding appropriate implementation of those agreements.

Our experience before administrative agencies in regard to labor and employment relations includes the Public Employment Relations Board, California Fair Employment and Housing Commission, United States Equal Employment Opportunity Commission, the United States Department of Education, Office for Civil Rights, the California Department of Labor Standards Enforcement, the Unemployment Compensation Board, and the Occupational Safety and Health Administration.

We are frequently requested to provide advice on a wide range of issues relating to the FLSA and California's Wage Orders and to represent our clients in state and federal courts involving these issues. We also conduct preventative audits of employers' compliance with these laws, as well as represent employers in investigations conducted by the United States Department of Labor's Wage and Hour Division and California's Division of Labor Standards Enforcement.



## Advice, Counsel, and Training

Labor and employment issues can often be prevented. We provide the guidance employers need to navigate the ever-changing legal landscape and avoid costly litigation. We work closely with our clients to understand their business goals and develop strategic solutions for resolution. AALRR clients benefit from our team's up to the minute knowledge of relevant legal developments.

## Litigation and Trials

We provide the strongest and most strategic defense available when litigation cannot or should not be avoided. Our experienced trial lawyers with years of well-honed, time-tested trial skills are ready to defend you to ensure the best possible outcome.

## Workplace Investigations

Investigating internal employee complaints often involves complex personnel and legal issues. The quality of an investigation can become the deciding factor in resolving an internal complaint or key evidence if the matter goes to court. AALRR's attorneys have the knowledge and experience needed to conduct appropriate, fact-based investigations. Our attorneys perform insightful witness interviews, thorough and impartial evaluations of evidence, and careful credibility analyses. The breadth of our experience and clientele allows us to provide clients with insight and knowledge of best practices and industry standards.

AALRR has a robust investigatory practice that spans the entire State of California, and we are leaders in the industry when it comes to investigations. Your proposed AALRR investigations team has conducted hundreds of investigations in a wide-range of employment-related matters.

AALRR attorneys serve as investigators to fulfill our client's obligation to take preventive and corrective action. AALRR's investigative team provides impartial, thorough, efficient, cost-effective, and prompt investigations.

AALRR is adept at handling high-level, critical investigations that require sensitivity, diplomacy, and focus. An improperly conducted investigation can cause significant problems, including loss of employee morale, destruction of confidentiality, unwanted media attention, and potential litigation against the District. Our attorney investigators provide thorough evaluation of evidence, and precise analysis of credibility to ensure the highest quality investigative report, which includes assessments of the credibility of every witness, findings of fact, and transcripts of recorded interviews.

## Grievances

We believe in being involved at the early stages of grievance procedures to ensure all legal issues are raised, explored, and resolved—when possible—prior to arbitration. This strategy ensures that any affirmative defenses, such as timeliness and arbitrability, may be raised early in the process. When grievances proceed to arbitration, our firm works closely with our clients to prepare and present the case at the evidentiary hearing.

## EEO, ADA, and Various Discrimination Issues

Laws prohibiting harassment and discrimination continue to expand, and government agencies continue to increase their enforcement activities. AALRR assists employers faced with claims of discrimination and retaliation brought under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), the Age Discrimination in Employment Act, the Family and Medical Leave Act (FMLA), and similar federal and state laws. Our attorneys defend lawsuits in federal and state courts around the country, including class actions and multi-plaintiff cases. Our attorneys additionally work with employers that are responding to individual and systemic discrimination charges brought before the Equal Employment Opportunity Commission and the Office of Federal Contract Compliance Programs, as well as state civil rights agencies.

Our attorneys work with employers of all types and sizes to help minimize the risk of litigation. We design workplace anti-discrimination policies, provide management and supervisory training, and assist in coordinating internal investigations of discrimination claims. Our attorneys also assist government contractors in evaluating their status and obligations under affirmative action laws, in drafting affirmative action plans, and in responding to OFCCP compliance audits through all phases, including conciliation.

## Employment Law and Civil Rights Litigation

AALRR's labor and employment attorneys have significant experience in aggressively defending public agencies against claims brought by former, current, and prospective employees. These include harassment, discrimination, wrongful termination, wage and hour, unfair practice charges, and other matters. We handle a variety of employment litigation, including claims under Title VII of the Civil Rights Act of 1964, the Fair Employment and Housing Act (FEHA), FLSA, the Family Medical Leave Act (FMLA), the Americans with Disabilities Act (ADA), OSHA, POBR, and FBOR.

## Leaves of Absence

The laws governing leaves of absence top the list of most complicated laws for employers large and small. AALRR attorneys routinely navigate employers through the maze of leave laws and the interplay between the Family Medical Leave Act, California Family Rights Act, Americans with Disabilities Act, Fair Employment and Housing Act, Pregnancy Disability Leave, and Workers' Compensation.

The Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) generally require covered employers to provide eligible employees with up to 12 weeks of unpaid leave for specified medical reasons. We routinely advise employers regarding the laws' significant restrictions on an employer's treatment of employees who request, take, and return from leave. We focus on the interplay between state and federal regulations to implement policies concerning leaves.

Explaining the law, formulating practical and creative compliance strategies, and remaining sensitive to employers' need to continue operating their businesses is at the forefront of the advice and counsel provided by attorneys on these matters. We also assist with implementing preventative policies concerning leaves.

## **Collective Bargaining and Negotiations**

Our team's labor negotiators have decades of collective experience which makes them qualified to serve Pauma Valley in all labor negotiations matters. Team members provide a broad range of services in regarding labor negotiations, from serving as chief labor negotiator, "behind the scenes" advice and counsel to the bargaining team, preparation of MOU language, and representing public agencies in impasse resolution proceedings, including mediation and fact-finding. Our team has negotiated dozens of MOUs and side agreements with various unions and associations, including: SEIU, AFSCME, OCEA, ATU, IAM, Teamsters, IBEW, CEA, POAs, and FFAs.

Because the negotiations process is fluid, firm attorneys will work diligently to timely communicate with District management and the Board.

In addition to assisting employers in collective bargaining negotiations, the firm represents clients in grievance proceedings culminating in arbitration, as well as unfair labor practice and representational proceedings before the National Labor Relations Board (NLRB). Several of our attorneys formerly practiced at NLRB, providing us with the advantage of an insider's perspective on the law. Our labor relations practice covers all aspects of the relationship between employers, employees, and labor unions. We also provide in-service training in contract implementation and interpretation, and in grievance processing.

## **Procurement and Contracts**

Our attorneys are experienced in all aspects of competitive bidding for public works projects, including reviewing bid packages and proposals, handling bid protests, responsibility hearings, and debarment of contractors. We also regularly assist with affirmative action issues, subcontractor listing law, contractor licensing, prequalification disputes, debarment and other administrative proceedings.

## **Construction Contracts and Bonds**

AALRR attorneys have authored complete sets of front-end documents for various forms of project delivery that our public owner clients routinely use to govern and administer multi-million dollar construction projects. Our attorneys have drafted comprehensive indemnity provisions to protect our public entity clients to the maximum extent against claims, injuries, and related issues that arise during the course of a project. Our attorneys have carefully devised claims and notice requirements in accordance with the most recent legal precedents. These provisions endeavor to protect our public owner clients from extra work charges not agreed to in writing before the work commences and time-related claims not revealed until well after the triggering event occurred.

## **Administration of Construction Contracts**

AALRR regularly provides project management assistance, including contract administration, contract interpretation, notice compliance, handling of change orders, differing site condition claims, schedule monitoring, and project close-out. Our attorneys routinely travel to project sites to proactively resolve issues, disputes, and change order requests before they develop into

costly litigation. AALRR attorneys handle disputes related to prevailing wages, proprietary specifications and “or equal” substitutions, license issues, joint venture contractors, disputes with subcontractors and suppliers, stop payment notices, change orders, and the sufficiency of bonds.

### **Construction Claims, Stop Payment Notices and Bonds**

AALRR assists with the preparation and/or evaluation of construction for completion issues including delay, disruption and acceleration claims, lost productivity, differing site conditions, and cost overruns. A significant amount of AALRR’s construction legal services centers on representing more than 200 public owners against claims by prime contractors on public works. AALRR seeks to resolve claims but, if needed, will litigate such claims on behalf of public owners. The firm also guides clients through contract performance, defaults and terminations, enforcing performance bond obligations as obligee, and related surety takeover issues. We prosecute and defend federal and state False Claims Act violations and deal with latent construction defects, faulty workmanship, corrective work, design errors and omissions, and all aspects of insurance coverage issues.

### **Public Works Contracting / Construction Claims and Litigation**

AALRR handles all legal aspects of construction projects from conception to completion. We assist public agencies in proactively planning and managing their construction projects and capital improvement programs to ensure they are delivered both on time and within budget. Over the years the firm has represented and continues to represent more than 200 public agencies in public contracting, construction litigation, and facilities work.

### **Real Estate**

AALRR represents clients in a wide variety of real estate transactions. Our real estate attorneys handle the purchase and sale of all types of real estate, from raw land to fully approved and occupied projects, as well as in the acquisition of smaller real property rights—such as easements, licenses, and other such right-of-way.

Our attorneys negotiate, draft and review sophisticated real property acquisitions, deeds of all kinds, dispositions and development agreements as well as structuring complex transactions. We regularly draft, structure and negotiate leases, joint-use agreements, license agreements, easement agreements and property management agreements for our clients. We have significant experience in the areas of entitlements, dedications, vacations, historic preservation issues, title and survey matters, real property due diligence and financing matters. Our real estate attorneys handle disputes that arise from transactional real estate documents, including purchase and sale agreements, leases, and letters of intent.

### **Tax Law**

Our tax attorneys advise clients on the intricacies of business and personal taxes in order to minimize their tax liabilities. Our tax attorneys hold advanced degrees in taxation that allow us to advise our clients regarding the complexities of tax laws and regulations, as well as tailor

strategies that benefit their short- and long-term objectives. We regularly counsel corporations, limited liability companies, general and limited partnerships, and individuals in a broad range of income, employment, property, and sales tax matters. Additionally, we assist companies with respect to matters relating to their qualified pension plans, including reviewing plan documents; obtaining IRS determination letters for qualified plans; and other ERISA matters. Other areas of expertise include tax audits, controversy, and litigation; reorganizations; 1031 exchanges; and tax-deferred transactions.

The attorneys on your proposed legal team have extensive experience in facility site and right of way acquisitions, service duplication, joint powers authority creation and administration (including “pooling” agreements & MOUs), risk transfer, and fees, charges and assessments under Article XIII C and D of the California Constitution (Propositions 218 & 26) and the Mitigation Fee Act.

### **Bond Counsel**

With broad-based public finance experience, AALRR’s bond specialists have acted as bond counsel for more than 75 public agency financings throughout California, including the issuance of general obligation bonds, certificates of participation, lease-revenue financing transactions, and bond anticipation notes.

AALRR is one of the largest public sector law firms in California. Below is a representative list of public agency clients.

<b>AALRR Representative Public Agency Clients</b>		
<b>Water Districts</b>	<b>Cities</b>	<b>Counties</b>
Coachella Valley Water District	City of Alhambra	County of Imperial
Diablo Water District	City of Anaheim	County of Inyo
East Orange County Water District	City of Artesia	County of Los Angeles
Fresno Irrigation District	City of Barstow	County of San Bernardino
Joshua Basin Water District	City of Beverly Hills	
Mesa Water District	City of Camarillo	<b>School Districts</b>
Metropolitan Water District	City of Carmel by the Sea	Beverly Hills USD
Modesto Irrigation District	City of Chino	Fresno USD
North Kings Water Sustainability Agency	City of Colton	Glendale USD
San Bernardino Valley Municipal Water District	City of Commerce	Inglewood USD
United Water Conservation District	City of Culver City	Long Beach USD
	City of Downey	Palo Alto USD
<b>Special Districts</b>	City of El Segundo	Poway USD
Antelope Valley Transit Authority	City of Fresno	San Bernardino City USD
Fresno Housing Authority	City of Fullerton	Santa Ana USD
Housing Authority of the City of Los Angeles	City of Hawaiian Gardens	Santa Clara COE
Inland Empire Utilities Agency	City of Hawthorne	Santa Monica-Malibu USD
Judicial Counsel of California	City of Indio	Stanislaus COE
Long Beach Transit	City of Inglewood	Torrance USD
Metrolink	City of La Puente	
Northern Inyo Healthcare District	City of Long Beach	<b>Community Colleges</b>
Oakland Housing Authority	City of Los Angeles	Allan Hancock Joint CCD
Orange County Fire Authority	City of Montebello	Antelope Valley CCD
Orange County Sanitation District	City of Newport Beach	Compton CCD
San Bernardino Housing Authority	City of Norwalk	Contra Costa CCD
Santa Clara County Housing Authority	City of Ontario	Grossmont-Cuyamaca CCD
Transportation Corridor Agencies	City of Oxnard	Lassen CCD
	City of Pasadena	Los Angeles CCD
	City of Pico Rivera	Merced CCD
	City of San Bernardino	Mt. San Antonio CCD
	City of Santa Ana	North Orange County CCD

<b>AALRR Representative Public Agency Clients</b>		
<b>Universities</b>	City of Santa Fe Springs	Pasadena Area CCD
Regents of the University of California	City of Santa Maria	San Bernardino CCD
California State University - Dominguez Hills	City of Santa Monica	San Luis Obispo County CCD
California State University - Fullerton	City of South Gate	San Mateo County CCD
California State University - Long Beach	City of Turlock	Sierra Joint CCD
California State University - San Bernardino	City of Westminster	South Orange County CCD
		Yosemite CCD



## Mark R. Bresee

Partner  
858-485-9526  
mbresee@aalrr.com



Mark Bresee represents California special districts, public school and community college districts and county offices of education. His areas of practice include all aspects of labor and employment law, student issues including attendance and discipline, constitutional issues related to staff and students, the Brown Act, charter schools, statutory writ proceedings, and Public Records Act compliance. He has broad litigation experience in state and federal courts and with the Office of Administrative Hearings and the Public Employment Relations Board. Mr. Bresee is also skilled in arbitrating collective bargaining agreement disputes, and has served as the chief labor negotiator for numerous districts in collective bargaining with certificated and classified employee organizations.

Prior to joining AALRR, Mr. Bresee served as General Counsel for the San Diego Unified School District, where he provided day-to-day advice to the Board of Education and administrative staff in all areas of school and public agency law. Prior to his position with SDUSD, he was counsel at the Orange County Department of Education, where he provided legal services to the county office, school and community college districts, regional occupational programs, and Special Education Local Plan Areas. Before working at the OCDE, Mr. Bresee spent 12 years in private practice representing school districts and county offices of education throughout California. Mr. Bresee began his post-college career as a high school U.S. History and Government teacher and Student Activities Director in the Los Angeles Unified School District.

### Events & Speaking Engagements

- Quoted in "A New Imperative for Schools: Protecting Vulnerable Kids as Masks Disappear," *EducationWeek*, March 10, 2022

### Alerts & Articles

Federal Appellate Court Decision Further Complicates School District Authority to Discipline Off-Campus Student Speech  
08.01.2022

### OFFICE

4275 Executive Square  
Suite 700  
La Jolla, CA 92037

### INDUSTRIES

Educational Agencies  
Public Entities

### EDUCATION

J.D., Loyola Law School  
M.Ed., University of California,  
Los Angeles  
B.A., University of California,  
Los Angeles

### ADMISSIONS

1993, California  
U.S. Court of Appeals, Ninth  
Circuit  
U.S. District Courts, Central,  
Eastern, Northern, and  
Southern Districts of California  
U.S. Supreme Court

### PRACTICE AREAS

Board Governance  
Charter Schools  
Collective Bargaining & Labor  
Relations  
Contract Enforcement &  
Collective Bargaining



## Mark R. Bresee

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Supreme Court Finds District Could Not Restrict Coach's Private Prayer at 50-Yard Line  
06.29.2022

U.S. Supreme Court Clarifies School District Authority to Punish Off-Campus Student Speech  
06.24.2021

In a Significant Ruling in Favor of a Public Entity, Appellate Court Clarifies the Dilution  
Requirement of the California Voting Rights Act  
07.10.2020

Issues to Consider While Implementing Distance Education: Part 2 - Protecting Student  
Information in the Cloud  
04.15.2020

Issues to Consider While Preparing for Distance Education: Part I – Privacy, Notice, and  
Consent  
03.30.2020

One Year after *Janus*: Unions Lose Fee Payers, Keep Members, Win Lawsuits  
05.31.2019

Court Upholds Demotion of College Administrator: No Entitlement to 24-Hour Brown Act Notice  
01.25.2019

Charter Schools Must Comply with the Brown Act, Public Records Act, Government Code  
Section 1090, and the Political Reform Act, and are Subject to Grand Jury Review  
01.08.2019

More Litigation in the Wake of *Janus*  
11.16.2018

New Legislation Bars Lawsuits to Recover pre-*Janus* Fees  
09.25.2018

*Janus* Ruling Spurs Federal Class Action Lawsuit in Orange County  
07.10.2018

In Much Anticipated *Janus v. AFSCME* Decision, Supreme Court Rules Agency Fees  
Unconstitutional  
06.27.2018

New Legislation Gives Rights to Student School Board Members  
10.13.2017

Set Another Place at Employee Orientations ... for the Union  
07.05.2017

Discrimination & Harassment  
Education  
Education Litigation  
Employee Performance &  
Evaluation  
Student Discipline

## Mark R. Bresee

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California Supreme Court Holds Public Records Sent Through Private Email Accounts and Devices May Be Subject to Disclosure

03.03.2017

California Supreme Court Holds Legal Invoices Are Privileged

01.05.2017

California Supreme Court Holds Legal Invoices Are Privileged

01.05.2017

### Blog Posts

Fact Specific Analysis is Key when Restricting on Employee Expression

*EdLawConnect Blog*, 06.25.2021

Brown Act — Confidentiality of Closed Session Information

*EdLawConnect Blog*, 05.18.2020

Sworn Witness Declarations in Student Discipline Cases

*EdLawConnect Blog*, 05.16.2018

### Community & Professional

Mr. Bresee maintains his connection to high school students by volunteering for the Constitutional Rights Foundation, Orange County, a nonprofit, nonpartisan educational organization dedicated to empowering youth to become active, responsible citizens through law-related events and competitions. He also volunteers as a judge and scorer for the San Diego County and Orange County High School Mock Trial competitions. He is also a member of the following organizations:

- National Council of School Attorneys
- California Council of School Attorneys
- San Diego County Bar Association

## Jeffrey A. Hoskinson

Partner

949-453-4260

jeff.hoskinson@aalrr.com



Jeff Hoskinson, a partner in AALRR's Irvine office, has worked exclusively with public agency clients since 2003, with a focus on water districts, school districts, county offices of education, and joint powers agency clients. He currently serves as general counsel to the East Orange County Water District and Joshua Basin Water District, as well as pro-bono counsel to the Orange County Water Association and as an assistant general counsel to several other water districts.

Mr. Hoskinson has experience in a range of matters, including by-division voting conversion, election redistricting, water rates and water conservation, land and site acquisition, eminent domain, environmental and the California Environmental Quality Act ("CEQA"), public works construction, construction contracting, bonding and insurance, surplus properties and asset management, redevelopment, and water rights, as well as general governance matters such as Brown Act and the Public Records Act.

Prior to working with the Firm, Mr. Hoskinson gained litigation experience as an appellate prosecutor with the Office of the California Attorney General in Los Angeles, arguing cases primarily before the Second District of the California Court of Appeals.

### Alerts & Articles

New Brown Act Amendment Changes the Rules for Teleconference Meetings During A State of Emergency

09.20.2021

The Return of SB 998 Relative to Unpaid Water Bill Collection

08.05.2021

Changes to the Brown Act Affecting Use of Social Media for Members of Legislative Bodies

01.21.2021

California Supreme Court Holds Municipal Water/Public Agency Rates Are Not Subject to Referendum

08.11.2020

### OFFICE

20 Pacifica  
Suite 1100  
Irvine, CA 92618

### INDUSTRIES

Environmental  
Real Estate

### EDUCATION

J.D., Southwestern  
University School of  
Law  
B.A., University of  
California, Irvine

### ADMISSIONS

2000, California  
Supreme Court of  
California  
U.S. Court of Appeals,  
Ninth Circuit  
U.S. District Courts,  
Central and Southern  
Districts of California

### PRACTICE AREAS

CEQA  
Construction—School  
Facilities  
Environmental

## Jeffrey A. Hoskinson

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Prop 218 and Water Service Rates in Light of COVID-19

06.09.2020

United States Supreme Court Adopts a "Functional Equivalent" Standard for Discharge of Pollutants to Groundwater

04.29.2020

California Executive Order N-42-20 Places Moratorium on Water System Service Shut Offs During the COVID-19 Pandemic

04.09.2020

A Wave Of Public Agencies Statewide Are Swept Up In A New Water-Rate Lawsuit

02.27.2020

Brown Act Amendments Change Online Agenda Requirements for 2019

10.08.2018

Facilities,  
Construction, Real  
Estate & Business  
Litigation  
Propositions 218 & 26  
Real Estate  
Water Law  
Water Rights

### Community & Professional

- Association of California Water Agencies
- California Special Districts Association
- Orange County Water Association

## Robert E. Anslow

Partner

949-453-4260

rob.anslow@aalrr.com



Robert Anslow, a nationally recognized bond counsel, provides general counsel services to various public entities, specializing in the areas of public works, construction, inter-agency agreements, real property, regulatory and environmental compliance, water and wastewater rates, charges and fees, and developer fees and charges.

Mr. Anslow has actively participated, as principal bond counsel, in the issuance of numerous federally taxable and federally tax-exempt financings for public agency clients, school district clients, and others, including general obligation bonds, lease-revenue transactions, certificates of participation, Mello-Roos issues, Marks-Roos pooled financings, and special tax bonds and notes.

In addition, Mr. Anslow has extensive experience serving as general counsel for various water districts, including advising on public financing of water, reclaimed water, and sewer facilities, water and wastewater rates, charges and fees, and related infrastructure.

Mr. Anslow has appeared before numerous courts, arbitration panels, regulatory agencies, and public agency boards. This includes litigation work in all of the principal Southern California Superior Courts, Federal District Court of Southern California and Federal Bankruptcy Court. He has participated in arbitration sessions on behalf of public agency clients, mediation hearings and similar areas of settlement negotiation for disputes and civil actions. Mr. Anslow has also appeared in front of a number of public agency bodies, including committees of the California Legislature, regulatory agencies, the Local Agency Formation Commissions of Orange, San Diego and Riverside Counties, County Boards of Education, and the governing bodies for numerous public agencies.

### Events & Speaking Engagements

Mr. Anslow has appeared as part of various agency and organization presentations on the subjects of public finance, environmental compliance, water rates and charges (including Proposition 218 matters), the Brown Act, and the Mello-Roos Act.

#### OFFICE

20 Pacifica  
Suite 1100  
Irvine, CA 92618

#### INDUSTRIES

Construction  
Environmental  
Public Entities

#### EDUCATION

J.D., Whittier Law  
School  
B.A., Occidental  
College

#### ADMISSIONS

1984, California  
U.S. District Court,  
Southern District of  
California

#### PRACTICE AREAS

Bond Counsel  
Environmental  
Environmental, Land  
Use & Zoning  
Facilities,  
Construction, Real  
Estate & Business

## Robert E. Anslow

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### Alerts & Articles

Executive Order N-3-23 Confirms That California Is Still in Critical Drought Condition  
02.17.2023

November 2022 General Obligation Bond Election Date Approaching  
05.16.2022

2022 General Obligation Bond Elections and Election Dates  
01.03.2022

The Return of SB 998 Relative to Unpaid Water Bill Collection  
08.05.2021

Governor Newsom Approves Senate Bill 998 Expanding Local Government Agencies' Investment Options  
10.06.2020

In November, Voters Will Consider Proposition 15 Which Would Create a "Split Roll" for Real Property Taxes  
09.16.2020

California Supreme Court Holds Municipal Water/Public Agency Rates Are Not Subject to Referendum  
08.11.2020

Temporary Interfund Borrowing Considerations During the Safe Reopening of California Public Schools  
06.15.2020

Prop 218 and Water Service Rates in Light of COVID-19  
06.09.2020

California Executive Order N-42-20 Places Moratorium on Water System Service Shut Offs During the COVID-19 Pandemic  
04.09.2020

New Housing Law Creates Welfare Exemption Applicable to Special Taxes for Properties Within CFDs  
03.04.2020

A Wave Of Public Agencies Statewide Are Swept Up In A New Water-Rate Lawsuit  
02.27.2020

California Supreme Court Allows Proposition 218 Challenge Without The Challenger Attending The Local Agency's Rate Increase Hearing  
06.11.2019

Brown Act Amendments Change Online Agenda Requirements for 2019  
10.08.2018

Propositions 218 & 26  
Real Property  
Water Law  
Water Rights

## Robert E. Anslow

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### Publications

Mr. Anslow has authored numerous publications on a number of topic relevant to his practice, including public finance, the Brown Act, and the Mello-Roos Act.

### Community & Professional

- National Association of Bond Lawyers, Member
- California Association of Bond Lawyers, Member
- Association of California Water Agencies (ACWA), Member



## Nicolle A. Falcis

Senior Associate  
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nicolle.falcis@aalrr.com



Our commitment to providing the best representation possible for our diverse clients is reflected in our commitment to diversity within our own firm.

Nicolle Falcis is a public law attorney who represents K-12 school districts, community college districts, and water districts. Ms. Falcis is experienced in numerous subjects including public board governance, public facilities, public construction, public finance and funding mechanisms, public contracting, environmental review, land use concerns, and litigation. Her practice also includes an expertise in school/developer fees, the California Public Records Act, and the Brown Act.

Ms. Falcis frequently presents on topics including the above-listed areas for California Special Districts Association (CSDA), the Coalition for Adequate School Housing (CASH), various County Offices of Education, and other associations.

Ms. Falcis is active in, and currently serves on, the Association of California Water Agencies (ACWA) Legal Affairs Committee. She also serves as a Board Member of CalWater PAC.

Before joining AALRR, Ms. Falcis worked for the Los Angeles City Attorney's Office and the Facilities Development and Planning Branch of Long Beach Unified School District.

### Alerts & Articles

Executive Order N-3-23 Confirms That California Is Still in Critical Drought Condition  
02.17.2023

Changes to the Ralph M. Brown Act  
11.09.2022

AB 2449: New Brown Act Rules for a Zoom-Friendly World  
09.16.2022

Ninth Circuit Court of Appeals Reconsiders Meaning of "Transportation" Under RCRA  
07.08.2022

### OFFICE

20 Pacifica  
Suite 1100  
Irvine, CA 92618

### INDUSTRIES

Educational Agencies  
Public Entities

### EDUCATION

J.D., Suffolk University  
Law School  
B.A., University of  
California, Irvine

### ADMISSIONS

2014, California  
U.S. District Court,  
Central District of  
California

### PRACTICE AREAS

Board Governance  
CEQA  
Charter Schools  
Construction—School  
Facilities  
Education  
Education Litigation  
Environmental  
Environmental, Land



## Nicolle A. Falcis

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OPSC Reiterates Prohibition on Piggyback Contracting for Modular Building Projects

03.21.2022

State Allocation Board Approves 17.45% Increase to Developer Fees

02.24.2022

The Return of SB 998 Relative to Unpaid Water Bill Collection

08.05.2021

Moratorium on Water Service Shut Offs (Service Terminations) Set to Expire on September 30, 2021

06.14.2021

Changes to the Brown Act Affecting Use of Social Media for Members of Legislative Bodies

01.21.2021

Governor Newsom Approves Senate Bill 998 Expanding Local Government Agencies' Investment Options

10.06.2020

California Supreme Court Holds Municipal Water/Public Agency Rates Are Not Subject to Referendum

08.11.2020

Temporary Interfund Borrowing Considerations During the Safe Reopening of California Public Schools

06.15.2020

Prop 218 and Water Service Rates in Light of COVID-19

06.09.2020

Civic Center Act and Facilities Use in the Time of COVID-19

06.03.2020

United States Supreme Court Adopts a "Functional Equivalent" Standard for Discharge of Pollutants to Groundwater

04.29.2020

Court Requires Record of Threatened Litigation to be Included in Agenda Packet for Closed Session Item

03.09.2020

State Allocation Board Increases Level 1 Statutory School Fees

01.23.2020

Grand Jury Questions Developer Fee Expenditures

06.17.2019

Brown Act Amendments Change Online Agenda Requirements for 2019

10.08.2018

Use & Zoning  
Facilities,  
Construction, Real  
Estate & Business  
Litigation  
Real Estate  
Real Property  
Water Law

## Nicolle A. Falcis

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### Community & Professional

- Orange County Water Association
- Association of California Water Agencies – Legal Affairs Committee
- CalWater PAC
- Orange County Bar Association
- Orange County Asian American Bar Association
- Filipino-American Lawyers of Orange County

**AGREEMENT FOR SPECIAL SERVICES**

**I. PARTIES**

This Agreement for Special Services (the “Agreement”) is made this 1st day of March, 2023, between the law firm of ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a Professional Law Corporation, hereinafter referred to as the “Law Firm,” and PAUMA VALLEY COMMUNITY SERVICES DISTRICT, hereinafter referred to as “District.”

**II. RECITALS; PURPOSE; MATTERS**

The District desires to retain and engage the Law Firm to perform legal and, upon request, non-legal consultant services on the District’s behalf, and the Law Firm is willing to accept said engagement on the terms and conditions contained in this Agreement. The Law Firm agrees to provide such services to the District, including representation in administrative and court proceedings, as requested by the District. The place and time for such services are to be designated by the Superintendent of the District or designee.

**III. TERMS AND CONDITIONS**

A. The term of this Agreement shall be for three years, commencing March 1, 2023, through February 28, 2026. For the period March 1, 2023, through February 28, 2026, the District hereby agrees to pay the Law Firm in connection with the above-referenced services as authorized at the following hourly rates:

	<u>Mar. 1, 2023- Feb. 29, 2024</u>	<u>Mar. 1, 2024- Feb. 28, 2025</u>	<u>Mar. 1, 2025- Feb. 28, 2026</u>
Senior Partners	\$335.00	\$350.00	\$365.00
Partners/Senior Counsel	\$300.00	\$310.00	\$325.00
Senior Associates	\$290.00	\$300.00	\$315.00
Associates	\$280.00	\$290.00	\$305.00
Electronic Technology Litigation Specialist	\$250.00	\$255.00	\$260.00
Non-Legal Consultants	\$240.00	\$245.00	\$250.00
Senior Paralegals/Law Clerks	\$185.00	\$190.00	\$195.00
Paralegals/Legal Assistants	\$180.00	\$185.00	\$190.00

The Law Firm shall bill in quarter-hour increments. A fixed rate may be established for specially identified projects, subject to prior approval by the District.

B. The Law Firm may charge the full hourly rate to more than one client for services provided concurrently during the same time period. For example, in the course of traveling to the District or while providing legal services at the District, it may be necessary for the Law Firm to provide billable services to other clients.

C. The Law Firm shall not be obligated to advance costs on behalf of the District; however, for purposes of convenience and in order to expedite matters, the Law Firm reserves the right to advance costs on behalf of the District with the Superintendent or designee's prior approval in the event a particular cost item exceeds \$2,000.00 in amount, and without the prior approval of the District in the event a particular cost item totals \$2,000.00 or less. Typical cost items include, by way of example and not limitation, document preparation and word processing, long distance telephone charges, fax/teletype charges, copying charges, messenger fees, travel costs, bonds, witness fees, deposition and court reporter fees, transcript costs, expert witness fees, investigative fees, etc. If the Law Firm retains, with authorization from the District, experts or consultants for the benefit of the District, rather than the District contracting directly with any expert or consultant, it is agreed that the District shall pay a five percent (5%) fee ("consultant processing fee") on such expert and consultant costs paid by the Law Firm in order to offset certain costs to the Law Firm resulting from administering and initially paying such expert and consultant fees on behalf of the District.

D. A detailed description of the attorney work performed and the costs advanced by the Law Firm will be prepared on a monthly basis as of the last day of the month and will be mailed to the District on or about the 15th of the following month. Payment of the full amount due, as reflected on the monthly statements, will be due to the Law Firm from the District by the 10th of each month, unless other arrangements are made. In the event there are retainer funds of the District in the Law Firm's Trust account at the time a monthly billing statement is prepared, funds will be transferred from the Law Firm's Trust Account to the Law Firm's General Account to the extent of the balance due on the monthly statement and a credit therefor will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid for a period of 30 days will be subject to a 1% per month service charge.

E. The District agrees to review the Law Firm's monthly statements promptly upon receipt and to notify the Law Firm, in writing, with respect to any disagreement with the monthly statement. Failure to communicate written disagreement with the Law Firm's monthly statement within thirty (30) days of the District's receipt thereof shall be deemed to signify the District's agreement that the monthly billing statement accurately reflects: (a) the legal services performed; and (b) the proper charge for those legal services.

F. The District agrees to fully cooperate with the Law Firm in connection with the Law Firm's representation of the District including, but not limited to, attending mandatory court hearings and other appearances and providing necessary information and documentation to enable the Law Firm to adequately represent the District.

G. The District has the right, at any time, and either with or without good cause, to discharge the Law Firm as the District's attorneys. In the event of such a discharge of the Law Firm by the District, however, any and all unpaid attorneys' fees and costs owing to the Law Firm from the District shall be immediately due and payable.

H. The Law Firm reserves the right to discontinue the performance of legal services on behalf of the District upon the occurrence of any one or more of the following events:

1. Upon order of Court requiring the Law Firm to discontinue the performance of said legal services;

2. Upon a determination by the Law Firm in the exercise of its reasonable and sole discretion, that state or federal legal ethical principles require it to discontinue legal services for the District;

3. Upon the failure of the District to perform any of the District's obligations hereunder with respect to the payment of the Law Firm's fees and costs advanced; or

4. Upon the failure of the District to perform any of the District's obligations hereunder with respect to cooperation with the Law Firm in connection with the Law Firm's representation of the District.

I. In the event that the Law Firm ceases to perform legal services for the District as hereinabove provided, the District agrees that it will promptly pay to the Law Firm any and all unpaid fees or costs advanced, and retrieve all of its files, signing a receipt therefor. Further, the District agrees that, with respect to any litigation where the Law Firm has made an appearance in Court on its behalf, the District will promptly execute an appropriate Substitution of Attorney form.

J. The Law Firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

K. It is understood and agreed that the Law Firm, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

#### **IV. SPECIALIZED LEGAL SERVICES**

For specialized litigation and transactional services in the areas of construction, procurement, technology, prevailing wage, real property, intellectual property, CEQA, mitigation negotiations, school and college finance, tax, bankruptcy, copyright, trademark, non-profit organizations, immigration, law enforcement/use of force, criminal/white collar, and appellate law, the District agrees to pay the Law Firm at rates higher than the standard hourly rates for special projects or particular scopes of work. The Law Firm shall inform the District of the rates for specialized services and the Superintendent or designee shall agree to such rates in writing prior to any billings for specialized legal services by the Law Firm.

#### **V. RELATED POST-INVESTIGATION SERVICES**

If an attorney who conducted an investigation for the District is subsequently asked or required to prepare for and/or testify, including, without limitation, at deposition, trial, arbitration

or any other proceeding, because of services rendered under this Agreement, and/or if the investigating attorney must respond to subpoenas or discovery or otherwise respond or perform services with respect to any matter relating to or arising out of services performed for the District, the District agrees to pay the Law Firm for all time expended (including preparation time) at the investigating attorney's then current regular hourly rate and to reimburse the Law Firm for reasonable costs and expenses incurred.

## **VI. CONSENT TO JOINT REPRESENTATION**

The District acknowledges that from time to time Law Firm may be asked to perform legal services on a matter affecting two or more public education local agencies. In such situations before proceeding with representation, Law Firm shall provide the District with a written disclosure of the relevant circumstances and of the actual and reasonably foreseeable adverse consequences to the District, and shall seek separate written consent to joint representation from all involved parties if permissible according to ethical principles applicable to attorneys. The District acknowledges that it is often in the best interest of the District for such representation to commence without undue delay which may result from waiting until a regularly-scheduled Board meeting. Therefore, the Governing Board of the District hereby delegates to the Superintendent or designee authority to consent to joint representation in the circumstances described in this paragraph, and to execute such written consent on behalf of the Board and District.

## **VII. SERVICES PERFORMED BY LAW FIRM-PROVIDED NON-LEGAL CONSULTANTS**

The Law Firm has an affiliation with non-legal education consultants who are available to assist the District in areas including, but not limited to, personnel/business office audits, human resources/collective bargaining consultation, public/employee relations surveys and communications, media and public relations, budget analysis/support services, instructional coaching/counseling at school improvement sites, special education, student discipline, leadership coaching, board/superintendent relations and best practices, and interim management placement.

Because the Law Firm has a financial interest in the District's use of these affiliated non-legal consultants, the rules of the State Bar of California require that the District provide its informed written consent to this arrangement prior to utilizing these services. Execution of this Agreement shall be deemed "informed consent" for the purposes of this paragraph. The District is hereby advised that it may seek the advice of an independent attorney of its choice prior to providing such written consent.

Please also be advised that because the services of these non-legal consultants are provided to the District outside of the attorney-client relationship, communications with these non-legal consultants will not be protected from disclosure by the attorney-client privilege.

**VIII. CONSENT TO LAW FIRM COMMUNICATION**

As part of our commitment to client service, the Law Firm will send the District periodic alerts on case developments and legislative changes, and notices of Breakfast Briefings, conferences, and other training opportunities designed to help the District with daily legal concerns. The Law Firm will send those and other additional service notices to the District via regular mail and/or electronic mail at the email address which you designate or the email used in your daily communications with us. These email notices are a convenient way to keep the District administrators apprised of important legal changes. By execution of this Agreement, the District and designated contact(s) consent to receive such communications by electronic mail subject to the right to unsubscribe at any time.

**IX. IDENTIFICATION OF INSURANCE COVERAGE**

With respect to insurance coverage for any matters covered by the scope of services under this Agreement, the District agrees that it is its own responsibility, rather than the Law Firm's responsibility, to identify potential insurance coverage for the District and to tender legal matters to any appropriate insurance companies that may insure it. If the District desires that the Law Firm become involved in identifying potential insurers and/or the tender of legal disputes, then a separate written agreement between the District and the Law Firm to that effect will be required.

**X. BINDING ARBITRATION**

If any dispute arises out of, or related to, a claimed breach of this Agreement, the professional services rendered by attorneys, or any other disagreement of any nature, type, or description, regardless of the facts or the legal theories which may be involved, including attorney malpractice, such dispute shall be resolved by binding arbitration by a single arbitrator. Each side will bear its own costs and attorney fees. The parties agree to waive their right to a jury and to an appeal.

**XI. DURATION**

This Agreement shall be effective March, 1, 2023, through February 28, 2026, and thereafter shall continue from month-to-month at the then current hourly rate set forth herein until modified in writing by mutual agreement or terminated by either party upon thirty (30) days' written notice.

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**XII. EXECUTION DATE**

This Agreement is entered into this \_\_\_\_\_ day of March, 2023.

“Law Firm”

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
MARK R. BRESEE

“District”

PAUMA VALLEY COMMUNITY SERVICES  
DISTRICT

Dated: \_\_\_\_\_

By: \_\_\_\_\_



Hi Eric,

It was a pleasure speaking with you last week. I believe you followed up today with my partner, Paul Minney. We are very pleased to submit the following statement of qualifications to provide legal services to the Pauma Valley Community Services District (PVCSD) in response to your request. YM&C is highly qualified to provide the services requested.

Our attorneys serve as outside counsel to numerous California public agencies. We regularly advise agencies regarding their rights and obligations, including intra-agency contracts, development of regulations and policies, public works projects, employment questions and pursuit of legislative solutions. We have broad experience with general public agency law, with expertise in water- and wastewater-related acts, the Brown Act, Public Records Act, the Government Claims Act, the Political Reform Act, Proposition 218, Government Code § 1090, laws governing proceedings before the Local Agency Formation Commission, public contracting and the web of environmental rules, permitting and regulations triggered by the development of any public project.

We understand the complexities of the regulatory environment that agencies like PVCSD occupy, and the needs of rural and agricultural customers. I served as co-general counsel to the Rainbow Municipal Water District for over 15 years and have provided legal services to the Encina Wastewater Authority and the San Elijo Joint Powers Authority, just to name a few water and wastewater agencies, as well as the San Diego County Water Authority.

At YM&C, we think creatively and pride ourselves on providing prompt, clear guidance to clients. Our written advice tends to be brief and to the point. We know that water and wastewater services are 24/7 operations and that when clients need advice, they can't afford to wait days or weeks for an answer. Our collaborative team approach to providing advice drives our prompt responsiveness in that regard.

## **Our Qualifications**

YM&C's attorneys have represented schools, colleges, special districts, water and sewer agencies, cities, joint powers authorities and other public entities for over 30 years. We regularly serve as general counsel to public agencies—it's in our DNA. As a result, we have solid experience with general public agency law, including the Brown Act, Political Reform Act, Government Code § 1090, the Public Contract Code, Labor Code, CEQA, NEPA, Elections Code, Proposition 218 and the Public Records Act. In addition, we routinely advise agencies on compliance with the variety of environmental rules, permitting and regulations triggered by the development of any public wastewater or water project. Moreover, our attorneys regularly provide advice to our public agency clients regarding the prosecution and defense of litigation matters to protect their interests and are experienced in court action when necessary.

Our attorneys regularly advise boards and staff regarding district governance matters, contracts, making operational determinations, developing regulations and policies, levying assessments, carrying out public works projects and pursuing legislative solutions. We understand the complexities of the regulatory environment in which water agencies work, and the concerns and needs of private water users. We also have experience advising districts on spheres of influence, consolidation and boundary changes, and other LAFCO issues.

As counsel to Districts, we tend to form close relationships with General Manager and staff, while understanding that we serve foremost at the pleasure and direction of the Board of Directors. We think a positive and collaborative relationship with the General Manager and staff is critical to providing the best legal services possible, because communication with senior staff often provides important context and background which informs our analyses and allows us to give the best and most relevant advice possible.

We propose that I would serve as the primary attorney in our representation. For 25 years I have provided general and specialized counseling to water districts and municipalities regarding governance, operational and business matters. My practice focuses on public agencies, private developers and landowners in matters involving environmental and land use regulation, and litigation. I have extensive experience working with, and on behalf of, local and state governmental and regulatory agencies on public contracting, permitting, entitlement, compliance, and environmental enforcement matters. I also have extensive experience assisting K-12 school districts and colleges.

I have served as legal counsel in connection with large, controversial public projects; residential, commercial, and industrial approvals; and litigation with respect to CEQA and NEPA issues. I have served as special counsel to the city council for administrative appeals; provided counseling and litigation defense related to sewer service allocation, eminent domain, and easements, and other rate- payer disputes; and provided counseling and litigation defense related to taxpayer challenge to general obligation bond issuance and program in Vista. I advise on Public Contract Code requirements about bidding and disputes, the Political Reform Act and Form 700 compliance, and the impacts of new or proposed legislation and published judicial opinions.

Other legal services I have provided clients include cost recovery and enforcement defense representation involving LUSTs and other hazardous waste-related cleanups, as well as counseling and negotiation for brownfields representation; and providing counseling and litigation defense in connection with coastal development permits (Coastal Act).

## **Our Rates**

- ❖ **Partner/Of Counsel: \$325**
- ❖ **Senior Counsel: \$305**
- ❖ **Associate: \$285**

## **Our Experience**

Below is a sampling of current and past public agency clients represented by the firm in water-related and other proceedings, including descriptions of representative matters managed by our attorneys.

- Served as co-general counsel to the Rainbow Municipal Water District and represented the district in ratepayer disputes and direct and inverse condemnation, and LAFCO reorganization proceedings.
- Provided counseling and litigation services related to taxpayer challenge to general obligation bond issuance and program to Alpine Union School District.

- Provided counseling and litigation services related to general obligation bond issuance and program to Vista Unified School District, including CEQA and bond-related legal challenges.
- Provided counseling and litigation services to the Ramona Unified School District regarding facilities planning, CEQA, and public contracting.
- Negotiated agreements for the operation of water recycling facilities for municipalities as counsel to the Encina Wastewater Authority.

Our proactive approach to risk management helps the public agencies we represent minimize costly litigation and administrative hearings. By partnering with your Board and staff in the formulation of policies, preparation of contracts and through early discussion of employment matters, we aim to substantially reduce the risk of litigation, without sacrificing flexibility or achievement of agency objectives. Indeed, we have substantial experience obtaining coverage from reluctant insurers. Our emphasis is on promoting best practices. At the same time, when we must litigate, we do so aggressively and with confidence. In sum, we emphasize quality over quantity, prevention over litigation and partnering rather than separation of management from legal review. Our experience is that this approach minimizes the overall cost of all legal services for agencies we serve.

We are headquartered in Sacramento, with an office in San Diego. We look forward to your review of our qualifications and will be happy to make ourselves available at no charge for an initial consultation and/or to address all issues you may have with respect to our prospective representation.

Sincerely,

John C. Lemmo