



*Honoring the past, cultivating the present, empowering the future*

## **AGENDA**

### **Special Meeting**

Board of Library Trustees – Altadena Library District  
Community Room – Main Library - **May 1, 2018** – 5:30 p.m.

**PUBLIC REQUESTS FOR DOCUMENTS:** The District provides a public inspection copy of all materials included in the agenda packet distributed to the Board members. Members of the public who wish to obtain a copy of any document may do so by completing a Request for Public Document form and submitting it to Administration who will arrange for the documents to be copied at a charge of 15¢ per page. Request forms are available at the District Administration offices.

#### **1) CALL TO ORDER**

#### **2) ROLL CALL:**

- a) Ira Bershatsky
- b) Betsy Kahn
- c) Gwendolyn McMullins
- d) Armando Zambrano

#### **3) PUBLIC COMMUNICATION**

- a) Individuals may address the Board regarding any item of Library business on or not on the agenda. Comments are limited to 3 minutes per item. At the discretion of the Board President, individuals may be allowed a longer presentation. While all comments are welcome, the Brown Act does not allow the Board to take action on any item not on the agenda. If speaking before the Board, please give your name and state the agenda item and/or issue you wish to address.

#### **4) NEW BUSINESS**

- a) Consideration of Proposals for Legal Services (**INFORMATION/ACTION**)

#### **5) CLOSED SESSION**

The Board of Trustees will recess into closed session pursuant to the Ralph M. Brown Act (Government Code Section 54960 et seq.) for purposes of the discussing and taking action on the following items:

- a) **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**  
Pursuant to Government Code Section 54957  
Title: District Director

#### **6) ADJOURNMENT**

- a) **Recommended Action:** There being no further business to come before the Board, the meeting is adjourned.



BOARD OF LIBRARY TRUSTEES  
STAFF REPORT

DEPARTMENT: Administration  
PREPARED BY: Ryan Roy

MEETING DATE: May 1, 2018  
LOCATION: Community Room

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TITLE: Consideration of Proposals for Legal Services

BACKGROUND: At the April 12<sup>th</sup> Special Meeting, the Altadena Library Board of Trustees approved the dissemination of the RFP for Legal Services contained in the Board Package for that meeting. The RFP was released on April 13<sup>th</sup>, and proposals were due by 5:00pm PST on April 27<sup>th</sup>. Seven (7) proposals were received, and all met the minimum requirements for consideration, however, some responded to the District's stated areas of need more completely than others or illustrated more experience in the full scope of services outlined in the RFP.

The full proposals for all firms follow this report.

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**STAFF RECOMMENDATION: Three firms appeared to stand out in regard to the depth and breadth of their experience as it relates to the service areas outlined in our RFP, and also in the qualifications of the key personnel that were listed. These three firms are: Best Best & Krieger; Burke, Williams & Sorenson; and Lozano Smith. The staff recommendation is that the Board of Trustees consider all proposals, with an emphasis placed on reviewing the experience and qualifications of the three firms listed above as it relates to all others.**



**ALESHIRE &  
WYNDER** LLP  
ATTORNEYS AT LAW

## **PROPOSAL**

# **QUALIFICATIONS FOR LEGAL SERVICES ALTADENA LIBRARY DISTRICT**

**Request for Proposal dated April 13, 2018**

**Submittal Due Date: Friday, April 27, 2018, 5:00 p.m.**

**Prepared by:**

**June S. Ailin  
Aleshire & Wynder LLP  
2361 Rosecrans Ave., #475  
El Segundo, CA 90245  
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(310) 532-7395  
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**ALESHIRE &  
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AWATTORNEYS.COM

April 26, 2018

Honorable Board of Library Trustees  
ALTADENA LIBRARY DISTRICT  
600 Mariposa St.  
Altadena, CA 91001

Re: Proposal to Provide Qualifications for Legal Services

Dear Board of Library Trustees:

On behalf of the law firm of Aleshire & Wynder, LLP (“A&W”), we are pleased to have the opportunity to provide legal services to the Altadena Library District. Attached hereto is our Proposal in response to the Request for Proposals dated April 13, 2018 (“RFP”).

A&W is an Irvine-based limited liability partnership formed in February 2003 to be a full-service public agency law firm. We have experienced great success, even during the years of the “Great Recession;” growing from 10 attorneys to over 40, growing from one office in Irvine, to a second in Los Angeles in 2006, expanding to Riverside in 2012, and to Fresno in 2013. The tripling of our client base from six cities in 2003 to over 20 in 2018 and a similar growth in special districts, including water districts, makes us perhaps the fastest growing public law firm in the State. We now have more public lawyers than all but a few municipal law firms, and a legal capability exceeding all but the largest cities in the State. And unlike the larger firms with municipal practice areas, our practice is 97% public law so we do not have the conflicts of the large multi-practice firms.

Our success is due to a business model focused on serving public agencies and includes the following:

- (1) Provide experienced and quality lawyers covering all practice areas needed by public agencies;
- (2) Emphasis on land use, environmental, personnel and economic development;
- (3) Eliminate conflicts by not representing private clients, who sue public agencies; and
- (4) Control costs so that rates average below \$200 per hour for general services and below \$250 per hour for specialty services.

Our public law practice includes all of the principal areas of public law. With respect to the bread and butter of public law practice, such as the Brown Act, Public Records Act, public meetings and parliamentary procedure, FPPC and conflicts of interest, election law, labor negotiations, real property negotiations, planning and land use, public bidding and contracts, tort claims and insurance defense and so forth, a majority of our attorneys commonly deal with these issues. Our belief is that each attorney must develop a subject matter specialty in one or more areas.

We would like to summarize the major reasons for selecting our Proposal:

1) Outstanding Attorneys and Expertise: With the growing complexity of public law, we felt it critical in creating this firm to find experts in all the fields necessary for public agencies. Our growth and ability to take on public clients both large and small, in geographically diverse areas, and handle the full gamut of their legal problems, demonstrates that we have achieved this.

2) Creative Problem Solving: We are partners with our communities in creative problem solving. In Palm Springs over 15 years we created the Villagefest arts and crafts street faire, reimaged downtown and privatized the wastewater treatment system. In 30 years in Signal Hill we created the Signal Hill Auto Center, brought in large box retail, and initiated cleanup up oil uses bringing the City's sales taxes to almost \$12 million per year. Currently for Carson we are involved in a \$100 million cleanup of a landfill and negotiating for the conversion of the 157 acre site to a \$1 billion outlet, entertainment, and retail center.

3) Costs: The Great Recession has been hard on all cities and costs have become a huge challenge for everyone. Fundamentally, we left the biggest law firm in Orange County because the cost structure there did not allow us to bid competitive rates for many public clients. The fact that in 6 years we've gained 14 new public clients in the midst of the recession, shows that our rate structures are extremely competitive. Generally our rates can be 20% below comparable firms.

4) Public Service Passion: No firm has a stronger commitment to public service than A&W. This is perhaps most effectively referenced by pointing to one of our clients, the City of Bell. When the scandals were revealed by the *LA Times* in 2010, our firm volunteered to represent the community group undertaking the recall on a *pro bono* basis. We felt someone in the public arena needed to participate in the correction of the injustices. In one year we recovered \$7 million for the City in malpractice actions against the former city attorney and audit firm and in insurance recoveries. Some \$78 million in claims against the City were eliminated. We took the City from the brink of insolvency when we brought in \$25 million to the City over three years; and these efforts were recognized when we received the California Lawyer Magazine award for Attorney of the Year in municipal law in 2014.

We believe that due to your varied legal needs, you are a perfect match for our firm philosophy, which combines all public agency disciplines in a cost-effective structure. My contact information is above.

We look forward to addressing all the questions you may have concerning our Proposal.

Very truly yours,

ALESHIRE & WYNDER, LLP

A handwritten signature in blue ink, appearing to read "June Ailin". The signature is fluid and cursive, with a large initial "J" and "A".

June S. Ailin  
Equity Partner

# QUALIFICATIONS FOR LEGAL SERVICES

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**QUALIFICATIONS FOR LEGAL SERVICES**

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**I. IDENTIFICATION OF RESPONDER**

Legal Name & Address: Aleshire & Wynder, LLP.  
Legal Form: Limited Liability Partnership.  
Principal Contact: June S. Ailin  
2361 Rosecrans Ave., Suite 475  
El Segundo, CA 90245  
(310) 527-6660  
(310) 527-7395 (fax)  
jailin@awattorneys.com

**II. EXPERIENCE/QUALIFICATIONS OF THE FIRM AND ATTORNEYS**

**A. Introduction To The Team**

We propose a team approach to providing the district's legal services. Board counsel will be fully involved in all matters but an assistant is also delegated to be principally involved so that the client can always get a prompt definitive opinion. We believe our "team" approach will assure the district that Aleshire & Wynder can provide the full array of legal services that you may require. We are offering Equity Partner June S. Ailin as Board Counsel, and Robert Khuu as Assistant Board Counsel. The complete team consists of the following attorneys:

Board Counsel..... June S. Ailin  
Assistant Board Counsel..... Robert Khuu  
Deputy Board Counsel Labor & Employment..... Colin J. Tanner  
Deputy Board Counsel Risk Mgt./Police/Tort/Litigation Counsel..... Glen E. Tucker

All of the foregoing attorneys, and indeed all of the attorneys at the Firm, are properly licensed to practice law in California. This team of public law professionals combines for over 75 years of experience and expertise in virtually every facet of public law. None of the attorneys has ever had a malpractice claim or been subject to a State Bar complaint. No attorney of the firm has ever been sued by cities or other clients for malpractice or been the subject of a complaint filed with the State Bar or had discipline imposed by the State Bar. Neither the firm nor any attorney of the firm have had any regulatory action, tax lien or legal sanctions taken against him or her.

**B. Proposed Board Counsel – June S. Ailin**

June S. Ailin has represented public agencies in a wide variety of litigation and transactional matters since 1990. While her practice in recent years has primarily focused on litigation, Ms. Ailin has been assistant city attorney for the cities of Bellflower, Baldwin Park, Lompoc, and Palos Verdes Estates. Her litigation experience includes cases involving the breach and interpretation of contracts, writs of mandate challenging land use decisions and other governmental actions, CEQA, civil rights violations, the Brown Act, the Public Records Act, conflicts of interest and validation actions, as well as eminent domain and inverse condemnation.

## QUALIFICATIONS FOR LEGAL SERVICES

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She advises clients on issues involving the Political Reform Act, the Public Records Act, and the Brown Act. Ms. Ailin chairs the firm's Litigation Group.

A native of Washington, D.C., Ms. Ailin has a Bachelor of Arts degree and a Master's in Library Science from the University of Maryland at College Park. She obtained her J.D. degree with honors from the University of Texas School of Law in 1983. In addition to being a member of the State Bar of California, she is admitted to practice before the Central and Eastern Districts of the Federal District Court of California, the Ninth Circuit Court of Appeal and the United States Supreme Court.

### **C. Proposed Assistant Board Counsel – Robert Khuu**

Robert Khuu is an associate in the Irvine office and is the Assistant City Attorney for the cities of Cypress and Perris, and regularly provides advice to city councils, planning commission, and city staff. Since beginning his legal career, Mr. Khuu has advised and assisted cities on many municipal law issues, and is familiar with a wide range of legal issues involving zoning and land use, open government and ethics (the Brown Act, the Public Records Act, the Political Reform Act, Government Code section 1090, AB 1234), fees and taxes, election law, parliamentary procedure, redevelopment dissolution, purchasing procedures and policies, code interpretation, joint powers authorities, social media policies, and public contracting. Mr. Khuu also regularly provides AB 1234 training to many of the firm's cities.

Mr. Khuu earned his B.A. with a major in Political Science in 2005 from the University of California, Irvine. While at the University of California, Irvine, Mr. Khuu was a writer and editor for the UCI Undergraduate Law Journal. Mr. Khuu attended law school at the University of Akron, School of Law where he earned his J.D. in 2009 where he served as the Treasurer of the Asian Latino Law Student Association.

### **D. Other Significant Members of the Team**

#### **1. Proposed Deputy Board Counsel, Labor & Employment – Colin Tanner**

Colin J. Tanner is a founding partner of the Firm, Chair of the Firm's Labor & Employment Practice Group, Chair of the Firm's Personnel Committee, and Co-Chair of the Firm's Litigation Practice Group. In these capacities, Mr. Tanner advises the Firm's clients regarding their labor and employment practices as well as defends and/or prosecutes litigation claims on their behalf. He also practices in the areas of preventive liability, insurance coverage, and business litigation for the Firm's public and private sector clients.

#### **2. Proposed Deputy Board Counsel, Risk Management – Glen E. Tucker**

Glen Tucker is a Senior Partner in the Los Angeles Office. Mr. Tucker's primary practice area focus has been on the defense of public entities, particularly police officers and their departments, in civil rights litigation. For over 20 years Mr. Tucker served as special litigation counsel for the City of Palm Springs Risk Management Department, litigating police cases and general liability matters. Mr. Tucker also handles cases as a board-approved litigation counsel for the California Joint Powers Insurance Authority (CJPIA) and Public Entity Risk Management Authority (PERMA). Glen has been with the firm since 2012.

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Please see Exhibit A for complete resume information for the attorneys listed above.

### III. EXPERTISE

The Firm's public law practice includes all of the principal areas of public agency and municipal law. We have been able to handle all police and civil rights cases for cities with police departments; personnel issues for all our clients; labor negotiations; general plan revision programs; subdivision legal issues; conflict of interest questions including interfacing with the FPPC; all public record requests; adoption of city charters; franchising programs and utility undergrounding; all condemnation cases for site assembly for redevelopment and housing projects; negotiation of purchase, redevelopment and development agreements with developers; impact fee ordinances; assessment districts and other public financing as well as municipal finance and Proposition 218 issues; cable television franchise ordinances; endangered species questions; CEQA litigation; environmental cleanup and mining reclamation plans; trash contract renewals and AB 939 issues; construction contract disputes and litigation; community choice energy aggregation; and similar matters.

- Public Law
- Brown Act
- Public Records Act
- Litigation including Appeals
- Labor and Employment
- Land Use and Zoning
- Conflicts of Interest and Elections
- Contracts and Public Construction
- Environmental and Toxics
- Franchising and Telecommunications
- Police, Fire, Tort Claims and Governmental Immunity
- Real Property Acquisition and Disposition
- Law Enforcement and Nuisance Abatement
- Civil Rights and First Amendment
- Successor Agency and Housing
- Rent Control
- Public Finance
- Condemnation
- Water Law
- Mining
- Marijuana Regulation
- Insurance and Risk Management
- Pending Legislation

We have expertise in a number of practice areas critical to cities. With respect to the bread and butter of public law practice, such as the Brown Act, Public Records Act, public meetings and parliamentary procedure, FPPC and conflicts of interest, planning and land use, public bidding and contracts, tort claims and insurance defense and so forth, a majority of our attorneys commonly deal with these issues. However, we also have specialization in the practice areas discussed in this section. Our belief is that each attorney must develop a subject matter specialty in one or more areas.

#### A. **Brown Act, Public Records Act, Conflicts of Interest**

We are substantive and practical experts in ethics and conflict of interest laws and the statutes which provide for governmental transparency. We advise our public officials on the Brown Act, the Public Records Act, Public Bidding laws, AB 1234, the Maddy Act, conflicts of interest, including the provisions of the Political Reform Act, prohibition on contracting with public officials (Gov't Code §1090), incompatibility of employment (Gov't Code § 1125), and similar provisions. We provide impartial legal counsel of the highest quality to ensure

## QUALIFICATIONS FOR LEGAL SERVICES

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governmental actions are undertaken in an ethical and transparent manner. We frequently work with both the Fair Political Practices Commission and Attorney General's office on conflict issues. We advise our clients on compliance with important Federal, State, and local election rules.

California legislative policy and good government promotes governmental transparency, accessibility and fairness; and there exist many different laws to help create "open government." Even with the best of intentions on the part of public officials, such laws can become pitfalls for public agencies without the skillful guidance of experienced legal counsel. We have partnered with several cities that endured a series of debilitating public corruption scandals and assisted them in fostering transparency with a goal to improve public trust in the institutions of local government, as well as to educate the public about the complexities of municipal and state laws.

For example, in Lawndale, it was discovered the elected City Clerk was not a city resident. As Lawndale's City Attorney, we assisted the City with the removal of the City Clerk from office and successfully defended the City Council's power to remove an elected City Clerk at the appellate level.

After Carson endured a series of public corruption scandals resulting in public officials being convicted of bribery and extortion, our Firm was hired as city attorney. On behalf of the City, we immediately pursued litigation targeting those who benefited from the public corruption for the return the money taken from the City. The Firm won a case on behalf of the City of Carson utilizing Government Code § 1090, where a developer had paid \$75,000 to receive an \$850,000 loan from the City for a 30-year low-income housing project. The Court ordered the developer to repay to the City the entire \$850,000 benefit he received and the City was able to retain the benefits of the 30-year low-income housing. The case was appealed by the defendants and resulted in the published opinion of *Carson Redevelopment Agency v. Padilla* (2006) 140 Cal. App. 4th 1323.

Surpassing the scandals in Carson and to unprecedented levels, Bell's elected officials, upper management employees and contract vendors enriched themselves at the public's expense and received extensive national media coverage for alleged corruption. The City Manager was paid over \$1M per year and Councilmembers received \$100,000 annually despite Charter limitations. Upon the discovery of the scandals and with the community galvanized to take action, A&W provided pro-bono services to guide efforts by the Bell Association to STOP the Abuse (BASTA), a community based organization, to recall the City Council (gathering 4,000 recall signatures in a month). After the successful recall, A&W became City Attorney in 2011. We represented Bell in more than 60 lawsuits, mediations, appeals and administrative proceedings. Due to the broad nature and lengthy period of the corruption, we handled the following types of matters: (i) administrative CalPERS proceedings to limit pension benefits based on unauthorized contracts; (ii) defense of indemnification claims by former employees being prosecuted by state and federal entities; (iii) responding to investigations by the SEC, IRS, and State Controller; (iv) performing bond work-outs and restructuring, and advising on financial market disclosures; (iv) reviewing an unprecedented employee loan program of over \$1M and various personnel investigations; (v) dissolving a multi-million dollar Supplemental Retirement Pension Fund; (vi) undertaking recovery of millions of dollars based on

## QUALIFICATIONS FOR LEGAL SERVICES

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malpractice claims against the City's former law firms, accounting firms, and bond financing firms; (vii) dealing with all the City's insurers and obtaining recoveries in excess of \$1M; and (viii) coordinating with the Attorney General and District Attorney on prosecutions and obtaining restitution.

In the City of Lynwood, A&W guided the Council in adopting rules as part of the municipal code to impose ethical standards on City officials exceeding minimum legal requirements. We have also assisted the City in terminating agreements that were secured through inappropriate influence by recalled former councilmembers, most of which were accomplished without the need for protracted litigation. We have further collected on judgments and court orders against perpetrators of the corruption that proved so devastating to the City's finances, as well as the community's trust and confidence in the City. In turn, the City has since been successful in demonstrating its ability to rid itself of corruption by winning the All American City award in 2010.

### Expertise

- Working closely with cities damaged by corruption to create transparent systems and restore public trust and community confidence
- Pursuing litigation targeting those who benefited from public corruption for the return of funds taken from the public entity
- Coordinating with outside agencies such as Los Angeles District Attorney's Office, State Attorney General of California, United States Securities and Exchange Commission and Internal Revenue Service
- Administrative Actions involving CalPERS concerning excessive retirement compensation claims
- Defending indemnification claims from corrupt officials
- Legal and financial malpractice claims
- The Ralph M. Brown Act
- The Political Reform Act
- The California Public Records Act
- The Maddy Act (Governmental Appointments)
- Statements of Economic Interest (FPPC Form 700 Compliance)
- AB 1234 Ethics training
- Mass Mailing regulations
- Local Conflict of Interest Codes
- Government Code § 1090
- Incompatibility of Offices Doctrine
- Due Process/Fair Hearing conflicts
- Quo Warranto actions
- Common Law Conflict of Interest Doctrine
- Anti-SLAPP actions
- False Claims Act
- Insurance claims and recoveries related to the above

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### Expertise in Action

Our attorneys frequently conduct training sessions for public officials, including orientation for new council members and commissioners. We provide AB 1234 ethics training, and have developed expense reimbursement policies. We were instrumental participants in developing the ethical standards for city attorneys approved by the City Attorneys Department of the League of California Cities in 2006. We advise city clerks and other public officials on responses to Public Records Act requests. One of our equity partners has served as a member of the League's Public Act Records Committee and serves on the Practicing Ethics Committee. We have drafted codes of ethics in our municipalities, created ethics commissions and assisted in improving the ethical environment in communities where officials have been subject to scrutiny due to public corruption scandals. We frequently consult with public officials on conflict issues and are expert in working with both the FPPC, and when required, the Attorney General's office on such matters. We have authored FPPC regulatory changes (small city exception).

Major litigation matters involving ethics or public corruption include:

- *Nicolopoulos v. City of Lawndale* (2001) 91 Cal. App. 4th 1221. The Court of Appeal upheld the City of Lawndale's removal of their City Clerk after the City Council removed the Clerk for failing to reside in the City.
- *Carson Redevelopment Agency v. Padilla* (2006) 140 Cal. App. 4th 1323. A&W prevailed in affirming a judgment for the City of Carson against a contractor for obtaining funds by way of an illegal loan.
- Defended the City of Bell in illegal compensation litigation: *Robert Rizzo v. City of Bell* (Case No. BC472566); *Randy Adams v. City of Bell* (Case No. BC489331); *Eric Eggena v. City of Bell* (Case No. BC487522). These key players in the Bell scandals collectively sought approximately \$2.8 million in severance payments, unpaid wages, unpaid vacation and sick leave benefits, and other fringe benefits.
- California Public Employees' Retirement System Board of Administration hearings reducing the CalPERS retirement pensions of Robert Rizzo (Agency Case No. 2011-0774, OAH No. 2012020199), Angela Spaccia (Agency Case No. 2011-0789, OAH No. 2012020198), Randy Adams (Agency Case No. 2011-0788, OAH No. 2012030095), and George Cole (Agency Case No. 2011-0944, OAH No. 2012031026) based on contracts which were not properly authorized. Plaintiffs sought \$6M in pension benefits.
- *People of California v. Robert Rizzo*. We represented the City of Bell in its support of the Attorney General's action against Mr. Rizzo by providing a detailed analysis of how the city charter was violated by the Bell 8 and additional new legal theories under the False Claims Act.
- Successfully defended the City of Bell in lawsuits filed by the City's former vendors. In one suit, *D&J Engineering v. City of Bell* (Case No. VC059415), we successfully asserted legal arguments to demonstrate that the vendor's written contract

## QUALIFICATIONS FOR LEGAL SERVICES

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with the City's former leadership under Robert Rizzo did not comply with the city charter, resulting in nullification of the contract and a victory for Bell. Similarly, in *Richard Fisher Associates v. City of Bell*, the City asserted the same defense, and the Plaintiff dismissed its lawsuit.

- *Luis Ramirez et al. v. City of Bell et al.*, LASC Case No. BC474118 (Related to *City of Bell v. Claudia Avila et al.*, LASC Case No. BC491531). The City sought to terminate excessive benefits plans authorized under the previous administration of the City. One of these plans is a Supplemental Retirement Plan for miscellaneous employees, including Robert Rizzo, giving such employees an additional 2% at 55 pension benefit, funded entirely by the City. The ordinance was not properly enacted by the Council and the City has prevailed at trial court.
- *Dexia v. City of Bell (BC466436)*. Dexia sought \$35M against the City seeking foreclosure of property securing bonds and a judgment against the City for deficiencies when underlying lease of property was invalidated due to a successful CEQA lawsuit. We defended the City of Bell based upon the transaction violating the Constitutional debt limit.
- We sued a former City Attorney, Best Best & Krieger, for malpractice related to the CEQA action.
- *Bell v. Mayer Hoffman McCann*. We pursued the City's long-time former audit firm for malpractice for inadequate financial disclosure for its audit reports for the years 2009-10, based upon finding by the State Controller in an audit report in 2010, which can be found at [sco.ca.gov](http://sco.ca.gov).

### **B. Conflicts of Interest and Election Law**

Our attorneys are knowledgeable in all aspects of municipal elections. We have prepared ballot measures, written measure analysis, advised election officials on code compliance questions, dealt with initiative and recall questions, written campaign finance ordinances, and dealt with an endless number of other questions, from absentee ballots, election signs, State and Federal Voting Rights Act issues, and all subjects in between. We have provided election consulting services to various city clerks and other public officials in over 100 elections.

Election cases must be brought and defended immediately and aggressively since election deadlines give such disputes priority over other matters. We have had great success litigating complex and high-profile matters under the California Elections and Government Codes. Our attorneys have also testified before State legislative committees on reforming the electoral process.

#### Expertise

- Federal Voting Rights Act
- California Voting Rights Act
- Calling and holding of special elections

## QUALIFICATIONS FOR LEGAL SERVICES

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- Initiative, referenda and recalls
- Political Reform Act
- Impartial analyses
- First Amendment litigation
- Absentee Ballot voting
- Contested elections and recounts
- Ballot arguments and designations
- Political sign laws
- Public information campaigns
- Electronic voting

### Expertise in Action

Our Firm's reputation for fair, impartial handling of election matters has earned us praise from our clients. When called upon to litigate election matters, we are highly experienced, having handled the most difficult and high-profile election cases, including election contests.

For example, we represented a city clerk and her volunteer elections board in an election contest challenging the results of a city council election. The litigants claimed the city committed errors in ballot counting, allowed non-qualified persons to vote, and failed to secure ballots. We successfully defended the City Clerk's handling of the election in all respects.

Another example is our representation of a city in a lawsuit challenging nine parts of the Arguments in Support of a city-initiated ballot measure, as well as the ballot question chosen by the city. We defeated every challenge.

We successfully defended a city in litigation brought by an elected official against the city. The case involved the official's true residence and whether a proceeding in *quo warranto* constituted the exclusive remedy for addressing this dispute. We successfully defended the city's removal of this public official from office due to lack of residency before the Los Angeles County Superior Court, the California Court of Appeals, and the California Supreme Court.

Other recent examples include the following:

Encinitas Library Initiative 2002 – Analysis of this land use initiative required review of the initiative for compliance with legal requirements both procedurally and substantively. The initially submittal was procedurally inadequate. In addition, the petition was substantively deficient in that it was directory in nature rather than self-enacting. The analysis prepared by Ms. Biggs in this matter is attached for your reference.

Banning Tax Election Proposal 2006 – Analysis of the election procedures and requirements for putting a transient occupancy tax for police and fire services funding.

Loma Linda – Prepared a growth management initiative and referendum which were processed through the election process (2005-7); processed referendum petition on land use issues through election process and court challenges.



## QUALIFICATIONS FOR LEGAL SERVICES

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City of Redlands – Measures U (1997) and H (2001) – Prepared and processed growth management initiatives through the election process. Litigated challenge to ballot arguments. (Beswick v. Verjil, Case No. SCVSS129518).

City of San Bernardino – Litigation regarding ballot measure arguments and impartial analysis. (Clarke v. San Bernardino Bd. Sups., Case No. SCVSS 70176) and (McCammack v. Gonzalez, Case No. 70193).

Los Osos Community Services District – Prepared and processed initiative petition (2005) establishing land use standards for location of waste water treatment facilities within the District.

Sierra County - Prepared and processed 'Right to Develop Property' petition for the Citizens' Alliance for Property Rights (2012).

Yucca Valley Measure U 2012 - Advise the Town of Yucca Valley on ballot measure initiative and election process on a proposed sales tax measure.

Signal Hill - "Taxpayers Right to Know and Vote" Proposed Measure 2012-2013 - Analysis of a proposed measure to amend the city charter to increase voting thresholds on all taxes, assessments, fees, charges and bond indebtedness.

### **C. Labor Relations and Employment Law**

We provide essential and comprehensive labor and employment legal services to our clients by providing consistent and common sense advice and guidance in employment and personnel administration. Our areas of expertise include, as examples, the drafting of personnel rules and policies, enforcing workplace management and employee rights, assisting with drafting and implementing hiring processes, employee evaluation, promotion, discipline and discharge processes, employee training, personnel file maintenance and disclosure, personnel investigations, due process hearings and appeals, and disability and retirement issues. In addition to our extensive advisory work, we handle complex, and often sensitive, labor and employment litigation. We assertively and ethically represent our clients as advocates when litigation arises, and have represented clients at all levels of the state and federal judicial systems and administrative and regulatory agencies. Our expertise in this area includes:

- Fair Labor Standards Act (FLSA)
- Public Safety Officers Procedural Bill of Rights Act
- California Fair Employment and Housing Act (FEHA)
- Federal Civil Rights Acts
- Age Discrimination in Employment Act and the Older Workers Benefit Protection Act
- Americans With Disabilities Act (ADA)
- Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA)
- Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- Meyers-Milius-Brown Act
- Family and Medical Leave laws

## QUALIFICATIONS FOR LEGAL SERVICES

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- Occupational Safety and Health laws
- Workers' Compensation laws
- Employment Development Department obligations, among others
- Collective bargaining, and negotiating/drafting of labor agreements with employee organizations
- Enforcement and defense of labor agreements
- Prosecuting/defending against unfair practice charges filed with the Public Employment Relations Board (PERB)
- Prosecuting/defending against labor related civil court actions
- Employee discipline and discharge

Our attorneys have provided labor and employment legal advice to a number of public agency clients, including the cities of Carson, Covina, Chino Hills, Culver City, Cypress, Hemet, Industry, Irwindale, Lake Forest, Lynwood, Palm Springs, Perris, Signal Hill, South Pasadena, and Stanton. Additionally, our attorneys have served as corporate and/or employment counsel to a number of private companies, including national transportation companies, national food distributors, insurance agencies, and real estate agencies.

### **D. Real Property Negotiations including Contracts and Leases**

Our Firm represents a range of public agencies in acquiring real property through negotiated transactions and, when necessary, the lawful exercise of the power of eminent domain. Our practice includes advising clients throughout the property valuation and acquisition process and counseling clients on how to avoid inverse condemnation claims arising out of land use and other regulations. We are also adept at litigation of these issues at the trial and appellate levels, when efforts to avoid claims or reach a negotiated resolution are unsuccessful.

Our expertise in municipal and environmental law adds to our effectiveness in the property acquisition arena because we are able to coordinate property acquisition with all other aspects of the project for which property is being acquired. Thus we assure that environmental review, financing, budgetary, and construction scheduling issues are all taken into account in the acquisition process. In addition, we defend our public agency clients against inverse condemnation claims based on alleged physical and regulatory takings.

### Expertise

- Negotiating and drafting purchase agreements
- Appraisal and valuation
- Property owner notices
- Relocation guidelines, assistance and benefits determinations, including administrative hearings
- Pre-condemnation and inverse condemnation damages
- Public purpose, including blight, and right to take issues
- Contaminated property and valuation and remediation issues
- Partial takings, remnants, and severance damages
- Business impacts including loss of goodwill

## QUALIFICATIONS FOR LEGAL SERVICES

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- Inverse condemnation claims involving alleged physical and regulatory takings

### Expertise in Action

We have handled numerous property acquisition and eminent domain matters, including acquisitions for freeway and road projects, government buildings, schools, shopping centers, car dealerships, public utility facilities, dams and water projects, natural gas pipelines, oil drilling projects, redevelopment projects, and low- and moderate-income housing projects. We become involved in the acquisition process from the inception, at the pre-acquisition valuation stage, and provide our clients with sound advice regarding the appraisal, negotiation, acquisition, relocation and condemnation processes, including coordination with other legal requirements, from the outset.

Acquisition of real property by a public agency is often a sensitive undertaking, particularly when eminent domain is involved. We ensure full compliance with all applicable laws and constitutional principles. Mindful of the importance of both public purpose and private property rights, we seek an outcome that is fair to all concerned, including the property owner and the public.

The need to acquire real property is nearly always a function of a larger project of some kind. Our expertise in municipal law and representing public agencies in the legal requirements for bringing projects to fruition increases our effectiveness in the property acquisition process because we have the understanding and capability necessary to coordinate property acquisition with other aspects of the project for which the property is being acquired.

In particular, our expertise in environmental and land use issues provides our clients with a strategic advantage. We have dealt with challenges to the right to take, challenges to environmental review and mitigation, claims for unreasonable delay or unreasonable conduct by a public agency, the effect of contamination on property value, disputes over the highest and best use of a property, claims for loss of business goodwill, severance damages and relocation benefits, and claims that a proposed use is not a valid public use.

We have extensive experience in defending public agencies against regulatory "takings" claims ranging from temporary takings issues to individualized exaction cases. We have dealt with inverse condemnation/takings claims ranging from zoning decisions to conditions of approval of land use permits to mobilehome park regulatory and rent control issues.

Throughout the process, our objective is to ensure our clients achieve their objectives in the most cost-effective manner possible, while at the same time seeking an outcome that is fair to the property owner and the public.

### **E. Insurance and Risk Management**

Our goal is to reduce claims and litigation costs for our clients. We take a proactive role in handling claims for the cities we represent. It is our experience training staff on methods to avoid litigation, early recognition of liability exposure through evaluations, incident reviews prior to the receipt of claims and lawsuits, and review of settled and resolved

## QUALIFICATIONS FOR LEGAL SERVICES

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claims with involved staff and management to enhance “best practices” are all elements that have reduced claims and litigation.

We keep management and boards fully informed as to the status of claims and to provide early advice on whether settlement is advisable. We focus on resolving disputes early and cost-effectively while protecting our clients’ interests.

Once matters are in litigation, we take a hands on approach by personally investigating accident sites with staff and claims administrators, as well as developing a comprehensive litigation approach to minimize legal costs while providing an aggressive defense of our clients. We have worked with many public joint powers insurance authorities (CJPIA, PERMA, ICRMA, BICEP, etc.) as well as private insurers, and are experienced with handling claims in a manner meeting strict claim administration requirements. We pride ourselves on regular and effective communication with our clients and insurers to meet their needs throughout all aspects of litigation including providing comprehensive litigation budgets. Most of all, we pride ourselves on providing good results.

### Expertise

- Advisory work on claims, insurance needs, and risk avoidance
- Dangerous condition matters on public streets, sidewalks, parks and other public property including wrongful death and serious injury actions
- Specialized public properties such as recreation areas, hillsides, trails, reservoirs, drainage facilities, etc.
- Slope failure and landslide litigation
- Employee automobile accident defense
- Defamation claims against employees
- Civil rights claims against cities, including jail facilities and police officers
- Enactment and enforcement of municipal ordinances
- Instructions and updates on risk management and applicable laws
- Post-certified instruction on police practices
- Consultation with Police Chiefs on risk prevention

### Expertise in Action

Our attorneys have a long history of successfully serving our clients in complex matters. The following are examples of matters that our attorneys have successfully handled:

*Illingworth v. City of Cypress.* The Court of Appeal held the Anti-SLAPP statute was applicable to the free speech conduct of a City of Cypress employee. Specifically, the Court of Appeal held the employee was immune for her free speech activities made on behalf of Cypress to preserve a city lease agreement. This decision resulted in Cypress being awarded nearly \$60,000 in attorneys’ fees and costs. Plaintiff’s \$2,000,000 lawsuit against the City and its employee was also defeated in this litigation.

*Rasmussen v. City of Cypress.* We obtained a summary judgment that was affirmed on appeal in favor of our client who prevailed on its trivial defect defense in a serious injury trip-and-fall accident.

## QUALIFICATIONS FOR LEGAL SERVICES

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*Craig Teter v. City of Newport Beach.* The California Supreme Court clarified a person arrested for public intoxication is a prisoner for the purpose of Government Code Immunities and there is no liability for damages sustained by a prisoner as a consequence of conditions that are common to all inmates and represent reasonable application of policy determinations by jail or prison authorities.

We obtained favorable outcomes on litigation on multiple police excessive force cases for the City of Inglewood, City of Bell Gardens, City of Palm Springs, and City of Banning.

### **F. Pending Legislation**

With regard to our clients, as we represent numerous public agencies on practically any issue at any given time, at least one of our clients is in the forefront of dealing with any number of issues. Accordingly, the experience in dealing with issues for one client is internally shared with all of our attorneys and, oftentimes, will form the basis of advice given to the benefit of our other clients involved with similar matters. Two recent examples are the Sustainable Groundwater Management Act and Storm water Capture. One of our clients was more aggressive on these issues and, as we worked on these issues and internally sent updates to our attorneys, those attorneys in turn informed their clients who were considering the same issues. This way other clients were able to adjust their strategies as the law evolved in these areas. Having a wide range of clients provides many advantages in this regard and small agencies get the resources of much larger legal departments. We also send out “Client Alerts” from time to time on significant legislation and court cases, and post additional updates on our website.

### **G. Training**

We regularly provide in-house training to board members, commissioners, and staff in a variety of important subjects such as ethics, the Brown Act, AB 1234, commission roles and responsibilities, personnel issues, and even P.O.S.T. training. Most of this training is done as a general service under our regular rates and we generally do not charge for time spent in preparing for such presentations or training, unless it is for a unique area of law requested by the Client. Samples of training we have performed recently include AB 1234 training, a contracts preparation course, anti-harassment training, and a course for all Commissioners on the Brown Act, conflicts of interest, liability, and parliamentary procedure.

### **H. Litigation**

Our public entity clients often become involved in various administrative hearings and civil litigation disputes, as both plaintiffs and defendants. This litigation encompasses the full range of a government’s responsibilities – compliance with the Brown Act, Public Records Act and conflict of interest laws, civil rights litigation, tort litigation, land use disputes, CEQA litigation, code enforcement, construction contract disputes, employee discharge and discrimination issues, inverse condemnation and eminent domain matters, among others.

The Firm’s attorneys have both the experience and expertise in all aspects of federal and state civil, administrative, and code enforcement litigation practices and procedures to effectively, and successfully, represent public entities. We have represented public entity clients in administrative hearings, mediations, arbitrations, civil litigation and appeals involving all of

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the substantive areas of the law necessary to protect the interests of, and zealously defend, the communities we represent.

Because our public entity clients operate in a milieu where litigation is a “fact of life,” we are in a unique position to bring our litigation expertise to bear in prosecuting or defending the communities which we serve. A representative listing of litigation our attorneys have handled follows:

- *Knight v. City of Morro Bay* (2017), San Luis Obispo County Superior Court Case No. 17CV0439 - Auto body shop with expired CUP filed application for a new CUP, which was granted; neighboring property owner filed petition for writ of mandate claiming violation of CEQA and claiming a new CUP could not be issued for the use because the use continued to operate after the prior CUP expired. Case currently pending; CEQA issue barred by statute of limitations.
- *City of San Dimas v. Metro Gold Line Foothill Extension Construction Authority* (2017), Los Angeles Superior Court Case No. BS171326 – Representing city in challenge to Authority’s approval of changes to light rail in the city on the basis of an addendum to the FEIR: case is currently pending at the Superior court level.
- *City of Hesperia v. Lake Arrowhead Community Services District* (2016), San Bernardino County Superior Court Case No. CIVDS1602017 – Successfully prosecuted challenge to community services district’s determination it was not required to comply with city’s zoning ordinance with respect to development of solar farm outside district’s boundaries; appeal has been filed by CSD and stayed pending completion of CSD’s efforts to comply with city’s zoning ordinance.
- *Downtown Fresno Coalition v. City of Fresno, Fresno Superior Court, Case No. 14CECG00890; Fifth Appellate District, Case No. F070845.* Between 2014 and 2016, we represented the City of Fresno in the Fulton Mall CEQA litigation. This litigation challenged the environmental review done for the project that included a \$16 Million federal grant the City of Fresno received to develop a downtown main street. Petitioners argued that the City improperly pre-committed to the project before completing the EIR and that the EIR was deficient in numerous respects. The City prevailed both in the trial court and Court of Appeal in that case and the EIR completed for the project was upheld in full. We handled the successful defense of this matter for the City of Fresno at both the trial court and Court of Appeal.
- *Parks v. City of Rancho Palos Verdes* (2015), Los Angeles Superior Court Case No. BS 159447, Second District Court of Appeal Case No. B285135 – Successfully defended petition for writ of mandate and complaint alleging stringent conditions on construction in landslide area result in a taking of property; case is now on appeal.
- *Friends of Roeding Park v. City of Fresno* (2014), Fresno County Superior Court Case No. 13CECG03869. Successfully defended challenge to city’s determination that an addendum was proper CEQA compliance for amendments to park master plan that was

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required to be amended due to high speed rail project; petitioner filed appeal, but later abandoned it.

- Three cases all named *Consolidated Irrigation District v. City of Reedley* (2014), Fresno County Superior Court Case Nos. 14CECG00877, 15CECG01695, 17CECG00482 (two transferred to *other* counties on change of venue motions) - Original case was challenge to city's update to its general plan, alleging violation of CEQA and the Land Use and Planning Law on various grounds, largely focused on the city's growth projections that underlay the decision to expand the city's sphere of influence and on groundwater issues; the other two cases were filed with respect to two projects that, due to reliance on the updated general plan and its EIR. Shortly before hearing on the merits, a settlement was entered into that involved the city paying the petition for some of its attorneys' fees and the city making various commitments related to groundwater issues.
- *Koenig v. Town of Yucca Valley* (2014), San Bernardino County Superior Court Case No. CIVDS1417121 – Successfully defended petition for writ of mandate challenging city's granting of home occupation permit to petitioner's neighbor; petitioner did not appeal.
- *Adamson v. City of Morro Bay* (2014), San Luis Obispo Superior Court Case No. 15CV0549 – Successfully defended a petition for writ of mandate challenging validity of denial of use permit for demolition of old and construction of new single family home with a reduced driveway setback; issue was city's determination that proposed new home was not compatible with the neighborhood where city did not have well-defined neighborhood compatibility guidelines; no appeal was filed by the petitioner.
- *Medina v. City of Morro Bay* (2014), San Luis Obispo County Superior Court Case No. 14CV0214 - Subdivision Map Act case involving a lot split of a large lot with an existing single family home on which a substantial part of the lot was in an environmentally sensitive habitat area; property owners considered city staff's handling of completion of condition required to transition from vesting tentative map to final map was arbitrary and unfair. Case was settled but has not been dismissed pending property owner's fulfillment of all conditions and acceptance and recording of final map.
- *City of Banning v. Mary Ann Dureau et al.* (2013) (United States District Court Case No. EDCV12- 0043 BRO). A property owner did not properly secure her property, the site of a former auto repair business, and a homeless man turned over several drums of waste oil on the property which ran into the street and storm drain system. The city was obligated to clean up the waste oil. The city then sued the property for the cost of cleanup pursuant to the federal Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"). In a bench trial, the judge ruled the city was entitled to recover the reasonable cost of cleaning up the spill, over \$575,000. The City defeated the property owner's counterclaims for inverse condemnation, equitable indemnity, declaratory relief, and contribution.
- *City of Fresno v. County of Fresno* (2013), Fresno County Superior Court Case Nos. 11CECG00706, 11CECG03812 – Brief appeal of adverse superior court determinations in CEQA cases filed by city challenging a large residential development northwest of

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- Fresno in the Friant Ranch area of unincorporated county; one case was against county, the other against LAFCO; city chose to dismiss cases after briefing was complete but before oral argument.
- *City of Bell v. Superior Court* (2013) 220 Cal.App.4th 236. Holding that Robert Rizzo was not entitled to payment of his legal fees for his defense of criminal and civil litigation against him under his contract with the City.
- *County of Madera v. City of Fresno* (2013), Fresno County Superior Court Case No. 13CECG00807 – defended CEQA case filed by county challenging approval of commercial development on grounds EIR failed to properly consider and mitigate impacts in the county; case was settled by *establishing* a process for better intergovernmental communication regarding development projects near county line.
- *Highland Springs Resort, et al. v. City of Banning* (2013), Riverside County Superior Court Case No. RIC1206246 - Two related CEQA cases alleging various deficiencies in EIR for large residential *development* and violations of the Land Use and Planning Law; included issues related to traffic, greenhouse gases, water, and visual impacts. Case went to hearing; judge found for city on some issues, against city on others; extensive negotiations occurred between judge issuing ruling and entry of judgment leading to settlement.
- *People ex rel. Harris v. Rizzo* (2013) 214 Cal.App.4th 921. The trial court held the city had an indemnity obligation to the corrupt officials which could have cost millions, but the Court of Appeals ruled in two cases that victimized public agencies can pursue claims against corrupt officials without the officials turning around and claiming that the victimized public agency must indemnify the corrupt individual, and essentially have to pay for its own recovery efforts.
- *City of Carson v. City of La Mirada* (2012) (Second District Court of Appeal Case No. B235315. The appellate court affirmed an earlier ruling obtained by our attorneys on behalf of the City of Carson enforcing a judgment against the City of La Mirada and La Mirada Redevelopment Agency. The judgment resulted from still earlier litigation arising out of La Mirada Redevelopment Agency's 2000 agreement with Corporate Express providing financial assistance as an incentive for Corporate Express to abandon its facilities in the City of Carson and relocate to the City of La Mirada.
- *Wilshire Ventures Corp., et al. v. San Fernando Redevelopment Agency* (2012) (Los Angeles Superior Court Case No. BC410145 and Second Appellate District Case Nos. B230916, B232924). Our litigators defeated a \$1.1 million claim against the San Fernando Redevelopment Agency by establishing that the redevelopment agency had not breached an exclusive negotiation agreement by failing to complete preparation of a draft EIR or by deciding not to extend the agreement to allow more time for the draft EIR to be completed. We also obtained a substantial award of attorneys' fees.
- *Millan v. City of Carson* (2010) (Los Angeles Superior Court Case No. TC021439). In this personal injury case, a railroad worker was struck by a privately-owned truck that



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collided with a train at a railroad crossing and ricocheted, pinning the railroad worker between the truck and the train, causing his death. The city was named as a defendant due to an alleged dangerous condition of public property. The case was tried by a jury and the city was held 20 percent liable. In light of the facts of the case and the damages awarded, this was considered a very favorable outcome for the city.

- *Signal Hill Redevelopment Agency v. Adams, et al.* (2010) (Los Angeles Superior Court Case No. BC396930). This eminent domain action was filed to acquire a four acre site for a new police station. The challenges in this acquisition included badly fractionalized title due to the prior oil production history of the property, some 7,000 interests in a four acre parcel and a claim of adverse possession by a small group of property owners. Rather than risk the court's ruling on the adverse possession claim, the group claiming title by adverse possession chose to settle and the remaining property owners' interests were acquired by default judgment. The city obtained title to the site for a total cost of less than \$1 million where the value, if the title were in a single owner, would have been substantially higher.
- *Signal Hill Redevelopment Agency v. Bartlow, et al.* (2010) (Various Los Angeles Superior Court Case Numbers). This group of eminent domain cases to acquire former oil field properties in the City of Signal Hill with significant contamination issues for redevelopment resulted in two jury trials. In one trial, our attorneys succeeded in having the testimony of an appraiser stricken, resulting in the case going to the jury on the basis of only one appraiser's testimony. While the jury verdict was subject to being reduced due to the jury's failure to follow certain jury instructions, the property owner chose to resolve the issue through settlement and waived the right to appeal. In the other jury trial, after considering all the evidence, the jury returned favorable verdicts. Overall, the city acquired some 25 acres at a price within of the condemner's appraiser's testimony.
- *Santa Barbara County Action Network v. City of Lompoc* (2010), Santa Barbara County Superior Court Case No. 1375488 – Petition for writ of mandate challenging city's certification of EIR for general plan update, although general plan update had not yet been approved, city demurred on grounds case was premature because no decision based on the EIR had yet been made. While demurrer was pending, case was settled by city agreeing to conduct further environmental analysis on certain impacts.
- *Correa v. City of Inglewood, et al.* (2008) (Second Appellate District Case No. B204205). Acting as litigation counsel for the City of Inglewood, our attorneys successfully defended the city against a fired employee terminated for "conduct unbecoming a police officer." The plaintiff had claimed that, in the interrogation leading up to his termination, his rights under the Public Safety Officers Procedural Bill of Rights Act were violated. His claims were rejected at both the trial and appellate levels.
- *United Rock v. City of Irwindale* (2008) (Los Angeles Superior Court Case No. KC051372). Mining company sued the City of Irwindale to invalidate a mining tax increase, to establish its vested rights, and for a declaration that the city's actions violated a prior settlement agreement. Litigation did not proceed past the demurrer stage and city was able to proceed with its tax and regulatory actions.

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- *Carson Coalition For Healthy Families v. City of Carson, et al.* (2007) (L.A. Superior Court Case No. BS102076 and Second Appellate District Case No. B194923). Our CEQA litigators successfully defeated a 2009 challenge, before the trial court and appellate court, alleging the city's project EIR failed to sufficiently analyze: (1) hazards and hazardous materials, (2) traffic, circulation and parking impacts, (3) air quality impacts, (4) noise impacts, and (5) alternatives to the Project.
- *Carson Redevelopment Agency v. Padilla* (2006) 140 Cal. App. 4th 1323. We litigated this matter to void a tainted contract under Government Code § 1090, the State conflict-of-interest statute, and obtained an award of \$850,000 plus costs from a developer who paid \$75,000 to obtain a contract. This litigation resulted in a seminal published opinion interpreting Government Code § 1090.
- *Avalon Center Investment Company v. City of Carson* (2006) (Los Angeles Superior Court Case No. BS 087688, Court of Appeal Case No. B183893). An appellate decision upholding city's denial of a permit for continued use of an automotive fueling station against the claim that the city council's denial was based upon the improper motive of protecting existing competition and denial violated petitioner's vested rights.
- *Illingworth v. City of Cypress* (2003). The Court of Appeal held the Anti-SLAPP statute was applicable to the free speech conduct of a City of Cypress employee. Specifically, the Court of Appeal held the employee was immune for her free speech activities made on behalf of Cypress to preserve a city lease agreement. This decision resulted in Cypress being awarded nearly \$60,000 in attorneys' fees and costs. Plaintiff's \$2,000,000 lawsuit against the City and its employee was also defeated in this litigation.
- *Ehrlich v. Culver City* (1996) 12 Cal. 4th 854. A seminal case in which the California Supreme Court upheld the authority of cities to impose public art programs and development conditions being challenged as unconstitutional.

### **I. Services Not Provided**

None.

## **IV. LEGAL APPROACH**

### **A. Working Relationships**

As participants in the democratic process and as "officers of the court," we play a critical role in protecting the integrity of governmental decision making. In many ways board counsel acts as "umpire." The attorney must remain independent, while at the same time being sensitive to the political process but not controlled by it. The attorney must also make sure that the organization's procedures are fair for all.

The board counsel's client is the district itself, but he or she is appointed by and works at the pleasure of the board of trustees. In most agencies the only other agency employee in this category is the district director. Each of these employees has an independent responsibility to the

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board. The basic duty is to implement the policy directives of the board as a whole and to keep the board informed as to the things the council would expect to know. All board members must be treated with equal respect and responsiveness, notwithstanding their differing goals and objectives. The board counsel should be well briefed on the goals and programs of the district. Communication from board counsel to the board of trustees must always be clear, direct, succinct, and honest.

Although board counsel is employed by the board of trustees, in our experience, except in the case of extremely active board members, there is generally little day-to-day contact with board members outside of district meetings. The implementation of district policy takes place through the district director/board counsel relationship. Board counsel is a cooperative member of the management team and provides the necessary legal expertise to implement the goals and policies of the district, as approved and directed by the board of trustees.

Board counsel's relationship with district staff is one of support and assistance in our area of expertise—public law. The mechanics of how the support and assistance is provided to district staff is not dictated by board counsel but will depend largely upon the management decisions of the district director. Access to board counsel by staff should be determined on the basis set by the district director. Normally, there is open access to department heads but the district director will determine who beyond the department heads has access to board counsel. The district director should be aware of any legal matters initiated by a department and should be fully apprised by board counsel of the attorney's role in the project. Our practice is to copy the district director on all correspondence. We pride ourselves on excellent communication between the board counsel and district director, which is essential for efficient functioning of agency management.

Our practice is to provide legal opinions that are based solely on the merits of the task or issue presented to us, and without regard to the impact that such legal advice may have on any particular agenda or desire of an individual board member. By giving independent and ultimately correct advice, and staying above the political fray, we have found that our integrity can become an important source of guidance in difficult situations. We will respond to individual board member requests unless it is something not likely to be supported by the board majority, in which case, we would suggest that he or she get board support before we proceed. Ordinarily, we do not undertake individual projects, only projects which are for the agency generally.

### **B. Response Times**

Our practice is to respond to inquiries and requests for opinions within the times specified or needed by the board of trustees or staff and dependent on the complexity and time-sensitivity of the matter. We practice an "always on duty" mentality in serving our clients. We are accustomed to the "tyranny" of agenda deadlines. Beyond that, we recognize we must be always available to deal with crisis without complaint. We work within the constraints necessary to meet the client's needs, without any falloff in quality.

We provide our personal cell phone numbers to our clients. We are well-equipped with the latest voicemail and email technology and have 24-hour access to email. Given the varied

## QUALIFICATIONS FOR LEGAL SERVICES

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complexity of legal questions confronting the district and the relative importance of the particular issue, it is difficult to establish a standard time for formal written memoranda but our general standard is to respond within one to two weeks for non-urgent matters, unless other deadlines are specified. We work as quickly and thoroughly as necessary to respond to the needs of the district within the time frames demanded. Often, staff or agenda deadlines will create the need to respond within hours, and we will do so. However, this may cause other assignments to be bumped. Flexibility is critical with the ultimate priority set by the district director.

Response time is one of our strengths. In order to maintain high quality and timeliness of service, we are careful to make sure that no one attorney has so many client assignments that it interferes with giving prompt attention to any one client. Each client must be treated as number one. As such, we have carefully selected the proposed team of attorneys. One of the practices we have found useful is to have a primary backup attorney who focuses on the agency and gains sufficient experience that they are able to promptly respond to issues without direct supervision by board counsel.

In addition, because we have an aggregation of specialists with a high degree of expertise, it is often possible to obtain answers without the necessity for extensive research. Attorneys who practice exclusively in a field such as personnel or environmental law for a number of years often address similar issues over and over again. Generally, they are intimately familiar with statutes and case law which deal with their area(s) of expertise.

### **C. Support Personnel**

We have a highly experienced team of full-time support staff: certified paralegals (4), professional legal secretaries (9), litigation documentation and research analysts (2), and administrative and support staff, who are dedicated to serving the Firm's clients. For example, our paralegals are trained in trial preparation, code enforcement procedures, finance transactions, and a variety of other areas to assist our attorneys and ultimately reduce costs to the client in the provision of our services.

### **D. Statement of Availability (Current Commitments)**

Your current board meetings are held on the 4<sup>th</sup> Monday of each month. The current commitments and availability of our proposed team is as follows:

**June Ailin:** Ms. Ailin's responsibilities do not currently include regular attendance at any public agencies meetings. While her litigation schedule varies, it allows the flexibility to accommodate the District's needs.

**Robert Khuu:** Perris, 1<sup>st</sup>/3<sup>rd</sup> Wednesday

**QUALIFICATIONS FOR LEGAL SERVICES**

**V. REFERENCES**

<b>JUNE AILIN</b>	
<b>CITY OF SIGNAL HILL</b> Charlie Honeycutt, City Manager (562) 989-7302  choneycutt@cityofsignalhill.org	<b>CITY OF BELL</b> Ali Salch, Councilmember Nestor Valencia, Councilmember (323) 588-6211 ali@alisaleh.com nvalencia@cityofbell.org
<b>CITY OF RANCHO PALOS VERDES</b> Doug Willmore, City Manager (310) 544-5202 DWillmore@rpvca.gov	<b>CITY OF OXNARD</b> Stephen Fischer, City Attorney (805) 385-7483 Cynthia Daniels, Project Manager (805) 385-7871 300 W. Third Street Oxnard, CA 93030

<b>ROBERT KHUU</b>	
Denise Basham, City Clerk <b>City of Cypress</b> 5275 Orange Avenue Cypress, CA 90630 (714) 229-6683 dbasham@cypressca.org	Kenneth Phung, Planning Manager <b>City of Perris</b> 101 N. D Street Perris, CA 92570 (951) 943-5003, Ext. 257 kphung@cityofperris.org
John Kearns, Senior Planner <b>City of Suisun City</b> 701 Civic Center Boulevard Suisun City, CA 94585 (707) 421-7337 jkearns@suisun.com	Lisa A. Berglund, Sr. Administrative Analyst <b>City of Carson</b> 701 E. Carson Street Carson, CA 90745 (310) 952-1731 lberglun@carson.ca.us

**VI. ADDITIONAL INFORMATION**

A number of our attorneys have over 20 or even 30 years of public service, and collectively our attorneys have worked for a majority of the major public law firms in Southern California. We love public service. We enjoy the complexity and variety of issues, and the unique areas of law from constitutional to employment to environmental law. We also enjoy the dynamic of the political process and working with elected officials and professional staff who are similarly motivated to serve the public. Above all, we have a deep appreciation for democratic values and processes at the local level.

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In our years with other firms we came to conclude that none of them had the same vision we did concerning how to provide legal services to public agencies at a reasonable cost. We found that some small law firms had only one or two experienced practitioners without a group of specialists who were able to handle the wide variety of their clients' legal needs. We also found that the larger firms had high quality personnel and excellent specialists, but their increasing cost structures forced them to push their rates up to unsustainable levels, or to represent private developer clients whose interests were adverse to cities.

At A&W we have been successful in balancing these issues. We have established a clear set of goals. We carefully seek out and hire high quality attorneys who enjoy public service. And with a great appreciation that our clients are stewards of public tax dollars, we pay careful attention to the economics of our practice so that we can provide an excellent services at a reasonable cost.

We have even found that our approach can be superior to an in-house operation where specialized services are contracted out. We have priced our services so that our general services are price-competitive with in-house services, and due to volume, we can price our specialized services below what most outside firms charge for such services. Thus, we have replaced in-house operations, reduced overall legal costs and increased accountability.

### A. Mission Statement

Our mission is to deliver to our clients the following (our seven critical values):

(1) **Expertise:** We are public law specialists, and our expertise encompasses virtually all areas of law that may be presented to a public agency. For example, we have handled all the legal affairs for full-service cities with their own police and fire departments, their own risk management and code enforcement, and with an airport, convention center, wastewater treatment plant, cogeneration plant, and 36-hole golf course facilities.

(2) **Accountability:** Accountability means not only achieving a good result, but doing so at a reasonable cost to the client. A case or transaction must be evaluated early. The determination must be made if a litigation matter is winnable and at what cost. If a lawsuit must be settled, then it should be settled early. If the client determines to litigate, then we accept responsibility to ensure our advice is clear and strategies are cost effective. Our clients have rarely been surprised by the outcome of a lawsuit or outcome of a negotiation, either by the results or the cost. In short, accountability requires management.

(3) **Cost Control:** Cost control requires clear mechanisms for receiving and reporting on assignments, supervising the attorney work to prevent excessive time, using paralegals on appropriate assignments, and cost recovery from developers whenever possible. Another even more important measure is preventive counseling, i.e., identifying issues which need to be remedied before they turn into litigation, and handling disputes so they are resolved early and by informal means.

(4) **Focus and Timeliness:** We are not a large bureaucracy. Our attorneys enjoy a collaborative working relationship with each other and with the clients of the Firm. Each client is vital to us; we focus on their needs and no one gets "lost in the shuffle." We believe

## QUALIFICATIONS FOR LEGAL SERVICES

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that, as a medium size law firm, we can offer focus in lieu of bureaucracy, timeliness rather than delay, and a consistent “team” of known attorneys rather than just a group of researchers.

(5) **Creativity:** Focus makes us results-oriented. We view our legal services to be a part of a problem-solving team. As members of that team, it is our obligation to be creative and help find winning solutions, not simply give reasons why something cannot be done.

(6) **Integrity and Impartiality:** As participants in the democratic process and as “officers of the court,” we play a critical role in protecting the integrity of governmental decision making. In many ways city/agency counsel acts as “umpire.” The attorney must remain independent, while at the same time being sensitive to the political process but not controlled by it. The attorney must also ensure that the organization’s procedures are fair for all.

(7) **Commitment:** We are passionate about the practice of public law, and committed to working as a member of the management team that assists elected and appointed officials in meeting the needs of each community. To demonstrate our commitment to our public clients, we do not represent private clients in litigation against municipalities. We have no divided loyalty.

Our commitment to the organization is demonstrated by our ability to function as a part of the team. This is done by being responsive to staff deadlines, being creative and helpful, by anticipating difficulties and problems and being a “counselor,” by not being defensive and seeking to shift blame, by being honest and demonstrating integrity. Our commitment to community is shown by taking an interest in the community, by being a participant in events and activities. We believe commitment, in all its varied forms, to be the most critical element of our success.

### **B. How We Control Costs**

A critical part of our formula is cost control. As stated earlier, private clients now routinely pay rates from \$300 to \$500 per hour for attorney services. The larger firms attract this business and their cost structures are adjusted to these rates. Meanwhile public agencies are operating in a different cost world. This is the world we choose to operate in. We must be cost competitive and not price ourselves out of the market as the larger firms are doing. This involves a multifaceted strategy which includes the following:

- (1) Require attorneys to be hardworking and productive.
- (2) Keep the rate for basic services deeply discounted.
- (3) Attract the special services which can be billed at a higher rate to offset the low base rates, but still keep the special service rates lower than what special counsel would charge.
- (4) Hire productive clerical staff and do not overstaff.
- (5) Keep space leasing costs under control.
- (6) Utilize technology to reduce labor costs.

The goal is to create 20+ year client relationships. This cannot happen if legal costs are excessive because with municipal budgets subject to public scrutiny, legal costs will always be a target. It is our job to keep these costs under control. Our top 10 list is:

## QUALIFICATIONS FOR LEGAL SERVICES

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- (1) Make sure assignments are clear, both from the client and to the attorney doing the work. Is the client asking the right questions? Is research necessary? Is there a practical solution not requiring research? What precisely is the issue to research?
- (2) Do not get multiple attorneys involved in a matter.
- (3) Use paralegals when possible.
- (4) Develop expertise and concentrate assignments so that the attorney develops the necessary background to operate independently and without having to research each issue.
- (5) Monitor performance by asking for reports from the attorneys and reviewing monthly statements.
- (6) Develop and use form documents as much as possible (contracts, leases, easements, etc.) and provide documents for staff use from our extensive library.
- (7) Spread the cost of research and drafting memoranda among multiple clients with the same issues.
- (8) Assist clients in avoiding disputes with other parties. If you are headed for a dispute, be very clear in your advice to the council and staff. Put your advice in writing. Evaluate the likelihood of success and cost of the dispute and present this to the decision maker.
- (9) Look for opportunities for cost recovery against third parties whenever possible.
- (10) Review overall monthly bills against the budget and write off time when necessary. Remember that you are looking for a long-term relationship so short-term losses may be warranted to preserve the long-term relationship.

As illustrations of these practices, in Palm Springs we replaced their in-house city attorney that had five people in the city attorney's office and an overall budget of \$1.2 million. The City was contracting with 32 outside law firms. Over a period of some six years we reduced costs to about \$800,000, and over 15 years we kept costs under the former in-house budget. Had the legal budget gone up by CPI, it would have been \$1.7 million. Moreover, over 15 years our rates increased at about half the rate of employee wage increases.

More recently we took over in the city of Bell which has received national notoriety from scandals involving its former officials. The city was mired in a multitude of complex litigation matters. In the year prior to our hiring the prior firm charged the city over \$2,000,000 in legal fees. In our first year we reduced costs to \$1.2 million and in the second year agreed to defer \$1 million of our legal fees until we had recovered funds. We have had not a single adverse decision: recovered over \$7,000,000 from prior insurance, accounting, and law firms; recovered \$4,000,000 from a retirement fund underfunded by \$3,000,000, defeated claims by former public officials for over \$6,000,000 in unfunded pensions and an equal amount of legal fees; and



## QUALIFICATIONS FOR LEGAL SERVICES

blocked foreclosures on city property all at effective rates of less than \$170 per hour. A \$35,000,000 claim by Dexia against the city in a bond transaction was resolved by finding a developer willing to pay \$17,000,000 for the property but we were required to get the property entitled in six months and did so. Legal fees in one year maxed out at \$2.3 million but are now down to \$700,000 and over four years we have recovered \$2 for every \$1 of legal expense.

These practices prove that our theories and methods work and help explain our extraordinary stability with our clients. We invite you to confirm this by talking to our clients.

### C. Office Locations

The Firm has four offices. The Firm's El Segundo and Irvine offices will take the lead in providing legal services to ALD. As the Firm has a fully integrated, document management, email and phone system, all of our attorneys are readily available to assist our clients.

<u>Main Office</u>	<u>Los Angeles</u>	<u>Central Valley</u>	<u>Inland Empire</u>
18881 Von Karman Ave. Suite 1700 Irvine, CA 92612 (949) 223-1170	2361 Rosecrans Ave. Suite 475 El Segundo, CA 90245 (310) 527-6660	2125 Kern Street Suite 307 Fresno, CA 93721 (559) 445-1580	3880 Lemon Street Suite 520 Riverside, CA 92501 (951) 241-7338

### D. Political Contributions

Our Firm maintains a strict policy forbidding political contributions in city council/board of trustee races in the public agencies we represent or propose to represent. This policy is in conformity with the Ethics Policy adopted by the City Attorneys Department of the League of California Cities. Accordingly, we do not know of any political contributions, in-kind services or loans made to any members of the ALD board within the last three years (or ever!). Nevertheless, we do make contributions to community service organizations benefiting the community.

## VII. FEES (COMPENSATION AND REIMBURSEMENT)

### A. Cost Summary

We expect you will receive proposals from other law firms that will be structured on a different basis and thus could make it somewhat difficult to compare cost proposals. Therefore, please note the following is only a proposal and we are certainly happy to discuss modifications that will be fair for both the District and A&W.

A&W bills in increments of 6 minutes which equates to .1 of every hour. The Firm generally charges fees on an hourly basis for all time actually expended on behalf of a client, usually in a "blended rate" formula that provides a discount of our hourly rates because of the potential volume of work. These discounted rates are typically discounted further for an agreed-upon number of hours per month of basic "general counsel" services. This extra discount for a fixed number of hours substitutes for a fixed retainer, without the risks that the city will be

## QUALIFICATIONS FOR LEGAL SERVICES

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overcharged when a minimal number of hours is required or that the Firm will be under-compensated when there is a demand for services beyond the expected level.

We have found this blended rate/discount formula results in a reasonable cost for our clients. We invite you to review and analyze our proposed blended rate/discount formula to determine the costs of services the city would have incurred over the last year had our formula been in place. We believe you will find substantial savings with our standard hourly billing approach described herein below. Nevertheless, we are always willing to experiment and listen to new ideas about legal services and costs and how we can serve our clients better.

### **B. Hourly Fee Proposal**

CLASSIFICATION	HOURLY RATES
General	\$190/1st 20 hours \$205 Thereafter
Litigation and Special Services	\$225 Associate \$250 Partner
Risk Management	\$200

#### 1. General Legal Services Defined and Rates

General Legal Services we define as:

- (i) Providing routine legal advice, consultation, and opinions to board members and staff.
- (ii) Assisting in the preparation and review of ordinances, agreements, contracts and related documents, forms, notices, certificates, deeds, and other documents required by the district.
- (iii) Attending all district meetings of board and commissions of the district as deemed necessary.
- (iv) Attend weekly staff meeting.
- (v) Consulting with board members, district director and staff as needed.
- (vi) Rendering legal advice and opinions concerning legal matters that affect the district, including new legislation and court decisions.
- (vii) Performing research and interpreting laws, court decisions and other legal authorities to prepare legal opinions and to advise the board of trustees and staff on legal matters pertaining to district operations.

## QUALIFICATIONS FOR LEGAL SERVICES

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- (viii) Monitoring pending and current state and federal legislation and case law as appropriate.
- (ix) Coordinating the work of outside counsel as needed and as directed by the board and district director.

We do not charge for travel time or mileage to and from district offices, but do for administrative and judicial proceedings.

### 2. Special Services Defined and Rates

For "special" legal services, which we define to include successor agency matters, rent control, housing, enterprise funds, franchise negotiations, major contract negotiations, municipal finance matters other than bonds and similar financial services, environmental and toxics, water, energy, franchises, utilities and telecommunications, solid waste, mobile home matters, litigation services, and similar matters requiring special expertise.

Risk management and code enforcement work is billed at a lesser per hour as this work is often done by specialty firms and this is a rate authorized by JPIA.

For legal services performed on matters where the city is reimbursed by a third party, such as development agreements, we would charge the higher rates. Though our rates are higher for special services than for general services, they are less than those generally charged by outside counsel.

### 3. Rate Adjustments

The rates set forth in this proposal are guaranteed for the initial three (3) year Agreement term.

### **C. Reimbursable Expenses**

In addition to the hourly rates, the Firm would be reimbursed for out-of-pocket expenses such as photocopies (\$0.20 per page) and other reproducing costs, facsimile charges, messengers and couriers, court reporters, mileage costs to court and administrative proceedings, travel expenses outside of the city, and other costs and expenses incurred on your behalf. Notwithstanding the foregoing, we do not charge for word processing, routine computer-assisted legal research, local calls or mileage to city hall or city offices. In exchange, when on site, we would have the ability to use City copiers and telephones without charge.

Travel costs including mileage (current IRS rate), parking, airfare, lodging, meals, and incidentals are charged in connection with administrative or judicial proceedings, or when traveling outside of Los Angeles, Riverside, San Bernardino or Orange Counties. Travel time may also be charged in connection with such proceedings. In addition, the client will be responsible for paying the fees of consultants and other outside experts who are retained after consultation with the client.

## QUALIFICATIONS FOR LEGAL SERVICES

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Registration fees for attorneys attending conferences and seminars are paid by the Firm and are never charged to the city unless attendance is expressly requested by the district.

## QUALIFICATIONS FOR LEGAL SERVICES

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### VIII. EXHIBITS

- A. Attorney Resumes
- B. Attorney Qualifications Chart
- C. Draft Professional Services Agreement

**EXHIBIT A**

## June S. Ailin

June S. Ailin has represented public agencies in a wide variety of litigation and transactional matters since 1990. Her litigation experience includes cases involving the breach and interpretation of contracts, writs of mandate challenging land use decisions and other governmental actions, CEQA, civil rights violations, the Brown Act, the Public Records Act, conflicts of interest and validation actions, as well as eminent domain and inverse condemnation. She advises clients on issues involving the Political Reform Act, the Public Records Act, and the Brown Act. Ms. Ailin chairs the firm's Litigation Group.

The range of Ms. Ailin's litigation experience includes revocation of conditional use permits, defense of issuance of land use entitlements (including CEQA challenges), eviction of a beach concessionaire who would not vacate upon termination of the concession agreement, an administrative challenge to a proposed water company acquisition and numerous validation actions challenging redevelopment plan adoptions and amendments.

Ms. Ailin's property acquisition and eminent domain practice has included total and partial takings for public works projects such as flood control, street widening and freeway projects, as well as acquisition for redevelopment and reuse of blighted properties. Her property acquisition experience includes unusual properties such as a water company, and unusual property interests, such as real property use restrictions. In the course of this work, Ms. Ailin has defeated challenges to the public agency's right to take property and claims for precondemnation damages. In cases that have gone to a jury trial on compensation, the majority of the verdicts Ms. Ailin has obtained have been favorable to the condemning agency. In the inverse condemnation arena, Ms. Ailin has obtained court rulings holding that no taking has occurred.

Ms. Ailin is a member of the firm's water practice group. She has represented a city in proceedings before the Public Utilities Commission, successfully opposing a large private water company's acquisition of a small private water company. She then represented the city in eminent domain proceedings, and ultimately a negotiated acquisition, of the small water company. Following the city's acquisition of the water company, she advised the city on a variety of issues

### PRACTICE AREAS

- Contracts & Public Works
- Ethics & Open Government
- Land Use & Zoning
- Litigation
- Property Acquisition & Takings
- Water

### EDUCATION

- University of Texas School of Law, JD, 1983 with Honors
- University of Maryland at College Park, MLS, 1977
- University of Maryland at College Park, BA, 1976

### ADMISSIONS

- State Bar of California
- United States Supreme Court
- US Court of Appeals, 9<sup>th</sup> Circuit
- US District Court, Central, CA
- Us District Court, Eastern, CA

### AFFILIATIONS

- LA County Bar Association
- LA County City Attorneys Association
- Former Volunteer Mediator, Los Angeles Superior Court

## QUALIFICATIONS FOR LEGAL SERVICES

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related to management and operation of the water company and the city's relationship with the contract operator of the water utility.

Ms. Ailin represented one of the firm's joint powers authority clients in a "friendly" eminent domain acquisition of a private water company. Subsequently, Ms. Ailin defended the joint powers authority in litigation over the impact of the acquisition on claims by homeowners served by the water system regarding water rights and the manner in which water rates would be established following the city's acquisition. The joint powers authority intended to construct additional water pipeline to enable the water system to serve a wider area. Ms. Ailin advised the client regarding compliance with the California Environmental Quality Act in that regard.

In addition, the settlement of the joint powers authority's eminent domain case involved a complicated promissory note including contingencies related to payment of the promissory note. Ms. Ailin has represented the joint powers authority in litigation regarding payment of the promissory note.

Ms. Ailin represents a water district in the Antelope Valley Groundwater Adjudication, which involves the largest groundwater basin in the state.

Ms. Ailin has extensive experience at the appellate level and has several published court of appeal decisions to her credit.

Ms. Ailin is a regular seminar speaker on various eminent domain and litigation topics, as well as issues related to the dissolution of redevelopment agencies and efforts to enable cities to continue their economic development activities.

A native of Washington, D.C., Ms. Ailin has a Bachelor of Arts degree and a Master's in Library Science from the University of Maryland at College Park. She obtained her J.D. degree with honors from the University of Texas School of Law in 1983. In addition to being a member of the State Bar of California, she is admitted to practice before the Central and Eastern Districts of the Federal District Court of California, the Ninth Circuit Court of Appeal and the United States Supreme Court.

Ms. Ailin is a member of the Los Angeles County Bar Association.



**ASSISTANT BOARD COUNSEL**

**Robert Khuu**

Robert Khuu is an associate in the Irvine office and is the Assistant City Attorney for the cities of Cypress and Perris, and regularly provides advice to city councils, planning commission, and city staff. Since beginning his legal career, Mr. Khuu has advised and assisted cities on many municipal law issues, and is familiar with a wide range of legal issues involving zoning and land use, open government and ethics (the Brown Act, the Public Records Act, the Political Reform Act, Government Code section 1090, AB 1234), fees and taxes, election law, parliamentary procedure, redevelopment dissolution, purchasing procedures and policies, code interpretation, joint powers authorities, social media policies, and public contracting. Mr. Khuu also regularly provides AB 1234 training to many of the firm's cities.

Mr. Khuu also regularly assists cities on many day-to-day needs including legal research and drafting of legal opinions; review, revision, and drafting of staff reports; advising planning departments; document review and preparation; contract drafting; contract negotiation; and analysis and drafting of proposed ordinances and resolutions. He provides all of these services to many of Aleshire & Wynder's clients.

Mr. Khuu earned his B.A. with a major in Political Science in 2005 from the University of California, Irvine. While at the University of California, Irvine, Mr. Khuu was a writer and editor for the UCI Undergraduate Law Journal. Mr. Khuu attended law school at the University of Akron, School of Law where he earned his J.D. in 2009 where he served as the Treasurer of the Asian Latino Law Student Association.

**PRACTICE AREAS**

- Public Contracting
- Ethics & Open Government
- Land Use & Zoning
- Municipal Fees & Taxes
- Elections Law
- Redevelopment Dissolution
- Public Procurement
- Parliamentary Procedure

**PUBLIC OFFICES**

**Assistant City Attorney:**

- City of Cypress
- City of Perris

**EDUCATION**

- University of Akron, School of Law, JD 2009
- University of California, Irvine BA 2005

**ADMISSIONS**

- State Bar of California
- US District Court, Central, CA

## Colin J. Tanner

Colin J. Tanner is a founding partner of the firm, Chair of the Labor & Employment Practice Group, Chair of the Personnel Committee, and Co-Chair of the Litigation Practice Group. In these capacities, Mr. Tanner advises the firm's clients regarding their labor and employment practices as well as defends and/or prosecutes litigation claims on their behalf. He also practices in the areas of preventive liability, insurance coverage, and business litigation for the firm's public and private sector clients.

Mr. Tanner was born in Oyster Bay, New York. He received a B.A. in English & American Literature and Political Science from the University of California San Diego in 1987 and his J.D. from the University of California Hastings College of Law in 1990. Mr. Tanner has been admitted to practice before all courts and administrative tribunals in California, as well as the United States District Courts for the Northern, Southern, Eastern and Central Districts of California. He has also been admitted to practice in the State of Colorado. Mr. Tanner is a member of the California State Bar, Colorado State Bar, American Bar Association, and Orange County Bar Association.

In 1990, Mr. Tanner joined the general litigation department of Haight, Brown & Bonesteel in Santa Monica after clerking with the firm during law school. In 1993, Mr. Tanner joined the litigation group of Fainsbert, Mase & Snyder in West Los Angeles, eventually becoming Chair of the litigation and employment practice groups before relocating to Orange County in 1999. In 1999, Mr. Tanner joined Hart, King & Coldren as senior counsel, continuing his litigation and employment practices. In 2000, Mr. Tanner joined Burke, Williams & Sorensen as a contract partner in its Irvine office, eventually being invited to be a full equity partner, and participating in the firm's public law, labor & employment and business practice groups. In 2003, Mr. Tanner became a founding partner in Aleshire & Wynder and undertook to Chair its Labor & Employment Practice Group.

Mr. Tanner has authored or co-authored articles: *Peace Officer Retirement Identification Issues and the Related Endorsement to Carry a Concealed Weapon, When is an Administrative Decision Final?, U.S.*

### PRACTICE AREAS

- Labor & Employment
- Litigation
- Public Safety

### PUBLIC OFFICES

#### Labor and Employment Counsel

##### Cities of:

- Arvin
- Bell
- Carson
- Cypress
- Fillmore
- Irwindale
- Lawndale
- Lompoc
- Morro Bay
- Perris
- Rialto
- South Gate
- Signal Hill
- Suisun

### EDUCATION

- University of CA, Hastings, JD 1990
- University of CA, San Diego, BA 1987

### ADMISSIONS

- State Bar of California
- State Bar of Colorado
- US District Court, Eastern, CA
- US District Court Southern, CA
- US District Court, Northern, CA
- US District Court, Central, CA

### AFFILIATIONS

- American Bar Association
- Orange County Bar Association

### ACCOMPLISHMENTS

- AV® Martindale-Hubbell Peer Review Rated

## QUALIFICATIONS FOR LEGAL SERVICES

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*Supreme Court Holds Mandatory Arbitration Provisions in Employment Contracts Are Valid and Enforceable, Public Employee's Failure To Promptly Seek Judicial Review Of Adverse Administrative Decision May Bar Lawsuit Under FEHA, and California Supreme Court Validates Binding Pre-Dispute Arbitration Agreements In Employment Discrimination Cases.*

## GLEN E. TUCKER

Glen E. Tucker is a Partner in the Firm. His practice includes counseling, advising, and training various police departments and their officials on such varying subjects as police policy development, police policy field application, and departmental training of officers and police administrators in litigation avoidance and police defense strategies. He is an experienced litigator of such issues as excessive force, false arrest or imprisonment, federal civil rights litigation, and police search and seizure issues. Mr. Tucker is a 1966 graduate of Loyola Marymount University and has served on the Loyola Marymount alumni board. He received his J.D. from Southwestern University of Law School in 1972 and is admitted to practice before the California Supreme Court, the United States District Courts, the Ninth Circuit Court of Appeals, and the United States Supreme Court.

Mr. Tucker began his legal career working on personal injury and medical malpractice defense cases, occasionally representing cities. During this period, he argued the California Supreme Court case of *Davidson v. City of Westminster* (1982) 32 Cal. 3d 197, in which the High Court defined the issue of "duty" in a negligence context as well as the extent and effect of various statutory and common law tort immunities.

In 1981, Mr. Tucker joined the firm of Clausen, Harris and Campbell in Los Angeles. Since then, Mr. Tucker's primary practice area focus has been on the defense of public entities, particularly police officers and their departments, in civil rights litigation. Since 1981, Mr. Tucker has served as special litigation counsel for the City of Palm Springs Risk Management Department, litigating police cases and general liability matters.

Mr. Tucker's practice includes the composition of police policy manuals and the analysis of existing manuals for his client police departments. This function is then illustrated and presented in roll-call sessions with police officers and police administrators.

Mr. Tucker handles cases as a board-approved litigation counsel for the California Joint Powers Insurance Authority (CJPIA) and Public Entity Risk Management Authority (PERMA). He has represented the cities of Inglewood, Signal Hill, Lawndale, Banning, Palm Springs, Long Beach, Newport Beach, Fountain Valley, Bell Gardens, and Inglewood School District.

Mr. Tucker was trial and appellate counsel on the case of *Craig Teter v. City of Newport Beach*, (2003) 30 Cal. 4th 446. In that case the California Supreme Court clarified that a person arrested for

### PRACTICE AREAS

- Litigation
- Public Safety
- Risk Management & Torts

### EDUCATION

- Southwestern University Law School, JD 1972
- Loyola Marymount University BA 1966

### ADMISSIONS

- State Bar of California
- United States Supreme Court
- US Court of Appeals, 9th Circuit
- US District Court, Central, CA

### AFFILIATIONS

- Arbitrator, LA & Riverside Superior Court
- Hearing Officer, Newport Beach
- Judge Pro-Tem, LA Superior Court
- LA County Bar Assoc
- Manhattan Beach Little League President
- Manhattan Beach Zoning Commission
- P.O.S.T. Certified Instructor

## QUALIFICATIONS FOR LEGAL SERVICES

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public intoxication is a prisoner for the purpose of Government Code Immunities and that there is no liability for damages sustained by a prisoner as a consequence of conditions that are common to all inmates and represent reasonable application of policy determinations by jail or prison authorities.

Mr. Tucker holds a California Secondary Life Teaching Credential. He has been an instructor in law at El Camino Community College. He has lectured extensively in the areas of Risk Management and Excessive Force in search and seizure issues. He is a P.O.S.T. certified instructor in those areas. He is also on the faculty of Lorman Education Services lecturing on Police Risk Management issues.

### EMPLOYMENT:

- Aleshire & Wynder, LLP (2003-present)
- Law Offices of Glen E. Tucker, Pasadena (1992-2003)
- Clausen, Harris & Campbell, Partner, Los Angeles (1983-1991)

### PROFESSIONAL ASSOCIATIONS

- Peace Officer Standard and Training (P.O.S.T.) – Certified Instructor (2001-Present)
- El Camino College, Torrance – Instructor (1973-1981)
- Los Angeles County Superior Court – Arbitrator
- Los Angeles County Superior Court – Judge Pro Tem
- Riverside County Superior Court – Arbitrator
- City of Newport Beach – Hearing Officer
- City of Manhattan Beach Zoning Commission
- Los Angeles County Bar Association (1972-Present)
- Manhattan Beach Little League President

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**EXHIBIT B**

# PROPOSAL TO PROVIDE GENERAL COUNSEL SERVICES

## ATTORNEY QUALIFICATIONS CHART

Attorney	Education	Years of Practice	City Attorney	Assistant or Deputy City Attorney	Representative Public Clients
June Ailin	JD 1983 University of Texas Law School <i>With Honors</i>	33		Bellflower ('07-12)	
	MLS 1977 University of Maryland			Lompoc ('09-12)	
	BA 1976 University of Maryland, <i>Phi Kappa Phi</i>			Palos Verdes Est ('05-10)	
David J. Aleshire	JD 1975 UCLA Law School	40	Bell ('11-)	Lawndale ('78-83)	
	MA 1976 UCLA, Urban Planning		Signal Hill ('85-)	Signal Hill ('78-85)	
	BA 1972 Stanford University, <i>Phi Beta Kappa</i>		Banning ('08-15)	Irvine ('86-89)	
Andrew E. Calderón (currently on military leave)	JD 2017 UCLA Law School California State University, Long Beach <i>magna cum laude</i>	1	Rancho Palos Verdes ('15-)	Cerritos ('78-85)	
			Suisun City ('09-11)	Norwalk ('78-85)	
			Irwindale ('96-03, '06-07)	San Dimas ('78-85)	
			Lawndale ('83-95)		
			Palm Springs ('90-05)		
			Perris ('00-02)		
			San Jacinto ('98-00)		
Christine Carson	JD 1996 Loyola Law School <i>cum laude</i> , Order of the Coif Boston University, <i>cum laude</i>	19			
Shannon Chaffin	JD 2000 Brigham Young Univ Law School <i>cum laude</i> Hillsdale College <i>magna cum laude</i>	16	Arvin ('14-)	Madera CTC ('16-)	Del Rey CSD ('15-)
			King ('16-)	Morro Bay ('14-)	Friant North Authority ('16-)
Kabir Chopra	JD 2012 Loyola Law School MPH 2009 UCLA, Environmental Health Science BS 2005 UCLA	4			
Gina Chung	JD 2007 University of Minnesota Law School, <i>Minnesota Law Review, Editor, cum laude</i> BA 2001 UCLA, <i>cum laude</i>	9			



**PROPOSAL TO PROVIDE GENERAL COUNSEL SERVICES**

Attorney	Education	Years of Practice	City Attorney	Assistant or Deputy City Attorney	Representative Public Clients
Eric Dunn	JD 1995 Western State University, <i>Law Review</i> , <i>magna cum laude</i>	21	Hesperia ('07- ) Perris ('02- )	Perris ('00-02) Signal Hill ('96-01)	
	BA 1989 Southern Illinois University, <i>magna cum laude</i>		Twenty-Nine Palms ('97-00)		
Nick Dwyer	JD 2014 Loyola Law School	3			
	BA 2010 University of California Santa Barbara				
Alondra Espinosa	JD 2014 Loyola Law School	1			
	BA 2010 University of California, Los Angeles				
Lum T. Fobi	JD 2012 Boston College Law School	1			
	MA 2012 Tufts University				
	BA 2009 Spelman College				
Fred Galante	JD 1995 Loyola Law School, <i>St Thomas Moore Law Honor Society</i>	21	Irwindale ('03- )	Carson ('03-10)	Home Gardens County Water District ('99)
	BA 1992 Cal State University, Northridge, <i>Dean's List</i>		Rialto ('14- )	Irwindale ('96-03)	Orange County Council of Gov'ts ('01- )
			Lynwood ('08-'14)	Irvine ('97-01)	
				Palm Springs ('97-03)	
Elena Gerli	JD 2003 University of CA, Los Angeles	13		Carson ('15- )	
	BA 1990 Brown University			Ranchos Palos Verdes ('17- )	
Adrian Guerra	JD 2000 Boston College	16		Irwindale ('14- )	Community Dev Comm LA County ('01- )
	BS 1996 University of Southern California <i>magna cum laude</i>			La Canada-Flintridge ('01- )	Housing Authority LA County ('01-'09)
				Cerritos ('01-14)	
				San Dimas ('01- )	
Mily Huntley	JD 2004 University of CA, Davis	12		Huntington Park ('01-03)	
	BS 2008 UCLA			Monterey Park ('01-09)	
Michael Huston	MA 2011 UCLA, Urban Planning	7		Lawndale ('12- )	City Prosecutor
	JD 2007 Chicago-Kent College of Law				City of Lompoc
	BA 2003 UCLA <i>cum laude</i>				

## PROPOSAL TO PROVIDE GENERAL COUNSEL SERVICES

Attorney	Education	Years of Practice	City Attorney	Assistant or Deputy City Attorney	Representative Public Clients
Tiffany Israel	1996 University of San Diego	20	Fillmore ('12- ) Lawndale ('07- )	Lawndale ('03-07) Palm Springs ('03-05)	Fillmore Housing Authority ('12- ) Lawndale Housing Authority ('07- ) Special Counsel: Newport Beach ('07- ) Bakersfield ('10- ) Santa Maria ('13- )
	1993 University of Southern California <i>cum laude</i>				
Benjamin R. Jones	2013 Loyola Law School, Los Angeles	4			
	2009 Emory University, Atlanta, GA				
Robert Khuu	2009 University of Akron, School of Law	8		Banning ('15-'16) Cypress ('17- ) Perris ('17- )	
	2005 University of CA, Irvine				
Anne Lanphar	1977 University of CA, Hastings	39			
	1974 Cal State University, Fullerton				
Lona Laymon	2001 University of Southern California	15	Yucca Valley	Banning ('10-'15 )	
	1998 University of CA, Irvine, <i>Dual BA, magna cum laude, summa cum laude, Phi Beta Kappa</i>				
Pam Lee	2006 University of Southern California	10		Rialto ('14- ) Cerritos ('14- ) Irwindale ('09-14) Yucca Valley ('09-14) Lynwood ('09-14)	Anaheim Transportation Network ('10-12) <u>Deputy City Prosecutor:</u> Cypress ('07-14) Lynwood ('09-'14) Lawndale ('07-09)
	2002 UCLA, <i>Phi Beta Kappa, magna cum laude</i>				
Anita Luck	1998 Loyola Law School	18		Perris ('05-14)	
	1990 University of CA, Santa Barbara				
Jeff Malawy	2007 University of Southern California	9			Fillmore ('14- ) Hesperia ('10- ) Lompoc ('14- ) Signal Hill ('08-15)
	2004 University of CA, Berkeley				
	2004 University of CA, Berkeley				

## PROPOSAL TO PROVIDE GENERAL COUNSEL SERVICES

Attorney	Education	Years of Practice	City Attorney	Assistant or Deputy City Attorney	Representative Public Clients
Maya G. Mouawad	2016 JD Loyola Law School, Los Angeles, CA	1		Palmdale Water District ('17-)	
	1997 MBA California State University, Fullerton, CA				
	1994 BS Notre Dame University, Lebanon				
Chris Neumeyer	2007 JD Georgetown University Law Center	11		Carson ('15- )	
	1998 BA University of CA, Berkeley			Morro Bay ('16- )	
Steve Onstot	1988 JD University of Southern California	28			
	1984 BS University of CA, Davis				
	1984 BA University of CA, Davis				
Nick Papajohn	2014 JD Southwestern University Law School	1			
	2010 BA University of CA, Irvine				
Joseph Pannone	1980 JD Loyola Law School	36	Lompoc ('09- )	Baldwin Park ('03-07)	Special Counsel:
	1976 BA Loyola Marymount		Morro Bay ('14- )	Bellflower ('03-07)	Culver City ('90-91; 92- )
			Bellflower ('08-15)	Culver City ('80-86)	Santa Maria ('12- )
			Baldwin Park ('08-13)		Mammoth Lakes ('07-12 )
			Palos Verdes ('08-10) So. Pasadena ('98-03) Culver City ('86-90; '91-92)		
Gabriel J. Pitassi	2017 JD UCLA School of Law	1			
	2014 BA University of La Verne, CA <i>summa cum laude</i>				
Tommi Saghatelian	1986 JD McGeorge School of Law	29			
	1979 BA Cal State University, Fresno				
Mauricio E. Salazar	2015 JD Southwestern University Law School	1			
	2010 BS University of Southern California				
Roy C. Santos	2008 JD University of San Francisco School of Law	8		Arvin ('16- )	
	2001 BA University of California, Davis			Del Rey CSD ('16- ) King ('16- )	

**PROPOSAL TO PROVIDE GENERAL COUNSEL SERVICES**

Attorney	Education	Years of Practice	City Attorney	Assistant or Deputy City Attorney	Representative Public Clients
Sunny Soltani	2000 Loyola Law School, <i>St Thomas More Law Honor Society, Order of the Coif, cum laude</i>	16	Carson ('14- )	Bell ('12-'15), Carson ('11-'14) Carson Rent Control, Review Board ('06- ), Signal Hill ('10-'11)	Chief Litigator, Signal Hill Eminent Domain Indian Springs Mobile Home Park ('06-) Palisades Bowl Mobile Home Park ('09-) City of Chino Spec Litigation Counsel, Palm Desert ('07- )
	1997 UCLA, <i>With Honors and Great Distinction</i>				
Mark Steres	1984 University of Southern California	36	Cerritos ('06- )		Housing Authority LA County
	1981 UCLA		La Canada Flintridge ('03- ) San Dimas ('14- )		Community Dev Comm LA County
Colin Tanner	1990 Hastings College of Law	26			
	1987 University of CA, San Diego				
Anthony Taylor	2000 University of Southern California <i>Moot Court Honors</i>	16	Cypress (2014- ) Suisun City (2011- ) Banning (2015-16)	Suisun City ('09-11)	
	1997 University of Southern California <i>summa cum laude</i> <i>Class Valedictorian, School of Public Administration</i>				
Juliette Tran	2015 UCLA	1			
	2011 University of CA, Irvine <i>magna cum laude</i>				
G. Ross Trindle, III	2003 Santa Clara University School of Law	14			South Montebello Irrigation District (2016-present)
	1999 University of CA, Santa Barbara				
Glen Tucker	1972 Southwestern University	44			
	1966 Loyola Marymount				
Laura Walker	2002 Hastings College of Law	11			
	1998 UCLA				

**PROPOSAL TO PROVIDE GENERAL COUNSEL SERVICES**

Attorney		Education	Years of Practice	City Attorney	Assistant or Deputy City Attorney	Representative Public Clients
Brian Wright-Bushman	JD MA BA	2014 University of Notre Dame Law School, <i>magna cum laude</i> 2010 University of Notre Dame 2008 Cal State Polytechnic Univ, San Luis Obispo <i>summa cum laude</i>	38	Carson ('03-14) Cypress ('97-14) Lawndale ('94-07)	Irwindale ('90-99) Signal Hill ('90-99)	Rossmore CSD ('92-03)
William Wynder	JD BA	1978 Pepperdine Law School <i>Cum laude</i> <i>Editor in Chief, Law Review</i> <i>Best Advocate Moot Court</i> 1975 University of Utah, <i>magna cum laude</i>				

**EXHIBIT C**

# PROPOSAL TO PROVIDE GENERAL COUNSEL SERVICES

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## CONTRACT SERVICES AGREEMENT FOR LEGAL SERVICES CITY OF [INSERT]

This CONTRACT SERVICES AGREEMENT FOR LEGAL SERVICES (the "Agreement") is effective as of the \_\_\_\_ day of \_\_\_\_\_, 2017 by and between the law firm of ALESHIRE & WYNDER, LLP, a California limited liability partnership ("A&W"), and the ALTADENA LIBRARY DISTRICT. The term "District" shall also include the Board of Directors, and all boards, commissions, financing authorities, and other bodies of District.

### 1. APPOINTMENT

District Board hereby appoints June S. Ailin as the Board Counsel, and hires A&W as its Board Counsel, to render such legal services as are customarily rendered by such officials and as further specified herein, including attending meetings of the Board of Trustees, and other boards and bodies of District, and its affiliated agencies, as directed by the District. In addition, \_\_\_\_\_ shall serve as Assistant Board Counsel and Colin Tanner and Glen Tucker shall serve as Deputy Counsel.

Notwithstanding the foregoing appointment, the designated Board Counsel, Assistant Board Counsel or Deputy Board Counsel, may be established from time to time or modified by resolution of the Board of Trustees. A&W represents that it employs, or will employ at its own expense, all personnel required for the satisfactory performance of any and all tasks and services set forth herein. A&W shall not replace the designated Board Counsel (or any successors to such person) without the Board of Trustees' prior approval, except from time to time necessary due to illness or vacation scheduling. Approval of any such temporary substitute, or of any Assistant Board Counsel or Deputy Board Counsel shall be obtained from the District Director. Agency Counsel may appoint various deputies as Agency Counsel deems appropriate, without the need for amendment hereof.

### 2. SCOPE OF WORK AND DUTIES

A A&W shall perform any and all work necessary for the provision of Agency Counsel services to District, including without limitation of the following:

(i) Attendance at Board meetings, unless excused by the District Director or his/her designee, and other board and commission meetings on request of the District Director or his/her designee; and

(ii) Provide legal advice, written legal opinions, and consultation on all matters affecting the District to the Board of Trustees, District Director, boards, commissions, committees, officers, and employees of District and as requested by the Board of Trustees, the District Director, or his/her designee, in accordance with such policies and procedures as may be established by City from time to time; and

(iii) Be available for telephone consultation with District staff, as needed on legal matters which are within their area of operation; and

## **PROPOSAL TO PROVIDE GENERAL COUNSEL SERVICES**

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(iv) Prepare or review necessary legal documents such as: ordinances, and resolutions; all agreements of any nature; all real property instruments of any nature including purchase agreements and escrows, leases, covenants, deeds, easements and licenses; bond size, amount, and offering terms and conditions; public works construction documents including bid specifications, contracts, bonds, insurance, liens and related documents; memorandum of understanding; franchise agreements; and all similar documents; and

(v) Represent and advise District on pending and potential litigation; notwithstanding the foregoing, it is expressly understood that A&W shall not be responsible for any pending litigation matter(s) handled by attorneys previously or otherwise employed by the District until all files have been transferred to A&W and A&W has specifically appeared in the matter(s) as attorneys of record on behalf of District; and

(vi) Hold weekly office hours at City Hall at a time agreed to with City Manager;  
and

(vii) Attend weekly management staff and agenda review meetings at a time agreed to with District Director; and

(viii) Monitor pending and current legislation and case law as appropriate; and

(ix) Supervise outside legal services, if any.

B A&W, as a full-service law firm, is prepared to, and will, provide representation to District in all of its legal affairs, including, but not limited to, public law, land use, environmental, toxics, mining, water, tort defense, personnel, labor representation, code enforcement, criminal prosecution, redevelopment, housing, cable television, finance, franchising, contracts, enterprise and other matters, except where conflicts exist or where the Board of Trustees may otherwise direct. Board Counsel shall represent District in all of the foregoing legal matters, and in initiating and defending all litigation unless otherwise directed by the Board of Trustees.

C Board Counsel will keep District informed as to the progress and status of all pending matters in accordance with such procedures as the District may establish from time to time. Board Counsel is expected to manage, control and oversee the delivery of legal services in a competent, professional, and cost-effective manner. All legal services shall be properly supervised and all personnel shall be qualified to handle the work assigned. If outside special counsel is retained, unless otherwise directed by Board Counsel, such special counsel shall be supervised by Board Counsel.

D All legal services shall be coordinated under the direction of the District Director. Notwithstanding any other provision contained herein, any legal services can only be authorized by the Board of Trustees or District Director. Nothing in this Agreement shall be construed in any manner as limiting the ultimate and absolute discretion of the Board of Trustees, at any time, to assign or reassign legal matter of District from or to A&W.

### **3. DISTRICT DUTIES**

District agrees to provide such information, assistance, cooperation, and access to books, records, and other information, as is necessary for A&W to effectively render its professional services under this Agreement. To the extent District desires services to be rendered on site, District,



## PROPOSAL TO PROVIDE GENERAL COUNSEL SERVICES

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at District's expense, will make available sufficient office space, furniture, telephones, computers, facsimile machines, and secretarial support, as approved by the District Director, as may be necessary therefor. District further agrees to abide by this Agreement, and to timely pay A&W's bills for fees, costs, and expenses. In addition, District understands that the fee structure herein represents a blending of rates, with certain services offered at discounted rates, on the assumption that, due to the volume of work, other services will be rendered at higher rates. Therefore, insofar as possible and unless A&W lacks the experience, capability or resources, it is the intent of the parties hereto that all matters of District requiring the rendition of legal services shall be performed by A&W. However, nothing in this Section, or any other part of this Agreement, shall be construed in any manner as limiting the ultimate and absolute discretion of the Board of Trustees, at any time, to assign or reassign legal matters of District from or to A&W.

### 4. PERSONNEL

In addition to [INSERT] acting as Board Counsel, A&W will provide the following additional attorneys to render the predominate legal services hereunder:

Assistant Board Counsel: [INSERT]

Deputy Board Counsel: [INSERT]

Deputy, Labor/Employment: [INSERT]

Assignments may be modified as provided in Section 1 above and except as so provided, A&W will exercise its discretion to utilize whichever attorney(s) (and staff) it determines to be best suited to its rendition of legal services under this Agreement, consistent with the competent and efficient rendering of legal services, and with a view toward rendering such services in an economically efficient manner.

### 5. COMPENSATION

A&W's fees will be charged on an hourly basis for all time actually expended. The compensation schedules are set forth in Exhibits "A" and "B" attached hereto and incorporated herein by this reference. Blended rates are computed based upon the hours of service irrespective of the rate of the attorney. Blended rates are also shown for legal assistants.

In general, the arrangement is that there is a base amount of hours which are significantly discounted and referred to as the general retainer hours. This includes general services, attending public meetings, preparing ordinances and resolutions, giving general advice to District departments and similar services. A higher blended rate is charged after the retainer hours are exceeded. Special services, including a broad range of categories (litigation, personnel, labor, redevelopment, housing, toxics, refuse, cable, enterprise, etc.), which would otherwise be likely to be contracted out as special services at higher rates, are billed at a higher blended rate. Public finance matters are charged on an hourly basis. The specific terms are set forth below in Section 6 and in the exhibits.

The foregoing arrangement would remain in effect for at least Fiscal Years \_\_\_\_\_ and \_\_\_\_\_ (July 1, 20\_\_). However, the hourly rates of the attorneys at A&W are reviewed annually

## **PROPOSAL TO PROVIDE GENERAL COUNSEL SERVICES**

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and, when appropriate, adjusted to reflect increases in expertise as well as other appropriate factors. Such increases are made on an annual basis, effective as of the beginning of each calendar year. While the hourly rates for services rendered by individual A&W attorneys may be adjusted as set forth herein, the "blended rates" established in this Agreement shall not be adjusted except as provided here, and only upon the approval of the Board of Trustees.

### **6. BOND OR FINANCIAL SERVICES**

Bond or Financial Services shall mean those situations where A&W acts as Bond Counsel for District with regard to the issuance of securities by District; after review and accord of the proposed issue by independent review Counsel if selected by District, A&W shall be compensated for Bond or Financial Services on a flat fee non-contingent basis of Three Hundred Fifty Dollars (\$350) per hour plus any costs of special tax counsel. The firm contracts with the Law Offices of Perry Israel as tax counsel.

### **7. COSTS AND OTHER CHARGES**

A&W may incur various costs and expenses in rendering the legal services required by this Agreement which, if customary and necessary for the performance of legal services hereunder, shall be reimbursable by District. These costs and expenses are described in more detail in Exhibit "B". District agrees to reimburse A&W for these costs and expenses in addition to the hourly fees for legal services. Reimbursable costs shall not include any overhead or administrative charge by A&W or A&W's cost of equipment or supplies except as provided herein.

A&W may determine it necessary or appropriate to use one or more outside investigators, consultants, or experts in rendering the legal services required (particularly if a matter goes into litigation). District will be responsible for paying such fees and charges. A&W will not, however, retain the services of any outside investigators, consultants, or experts without the prior agreement of District. A&W will select any investigators, consultants, or experts to be hired only after consultation with District.

The cost and expenses referred to herein include certain travel expenses; transportation, meals, and lodging; when incurred on behalf of the client. Generally, except in connection with litigation (travel costs to court and for discovery are chargeable), these will only be charged when outside of the area, and only with the prior agreement of District.

Finally, periodically, when onsite, A&W personnel may be required to make local and long-distance telephone calls, or make photocopies, or incur other expenses on behalf of the District as well as other clients. A&W will not be charged for such expenses and, in exchange, will not charge the District for calls made from our office or other locations to the District.

### **8. STATEMENTS AND PAYMENT**

A&W shall render to District a statement for fees, costs, and expenses incurred on a periodic basis (generally monthly). Such statement(s) shall indicate the basis of the fees, including the hours worked, the hourly rate(s), and a brief description of the work performed. Separate billing categories can be established to track costs associated with District funding categories or to track project costs, or such other basis as the District may direct. Reimbursable costs shall be separately itemized.

## PROPOSAL TO PROVIDE GENERAL COUNSEL SERVICES

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Payments shall be made by District within thirty (30) days of receipt of the statement, except for those specific items on an invoice which are contested or questioned and are returned by District with a written explanation of the question or contest, within thirty (30) days of receipt of the invoice. Payments made more than thirty (30) days after the due date shall draw interest at the legal rate.

### 9. PROHIBITION AGAINST SUBCONTRACTING OR ASSIGNMENT

The experience, knowledge, capability and reputation of A&W, its partners, associates, and employees, was a substantial inducement for District to enter into this Agreement. Therefore, A&W shall not contract with any other person or entity to perform, in whole or in part, the legal services required under this Agreement without the written approval of District. In addition, neither this Agreement, nor any interest herein, may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily, or by operation of law, whether for the benefit of creditors, or otherwise, without the prior written approval of District. Adding attorneys to A&W, changes in the partnership, name changes and similar changes shall not be deemed a transfer or assignment requiring approval of District or amendment hereof.

### 10. INDEPENDENT CONTRACTOR

A&W shall perform all legal services required under this Agreement as an independent contractor of District, and shall remain, at all times as to District, a wholly independent contractor with only such obligations as are required under this Agreement. Neither District, nor any of its employees, shall have any control over the manner, mode, or means by which A&W, its agents or employees, render the legal services required under this Agreement, except as otherwise set forth. District shall have no voice in the selection, discharge, supervision or control of A&W employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service.

### 11. INSURANCE

A&W shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to District, during the entire term of this Agreement, including any extension thereof, the following policies of insurance:

(a) Comprehensive General Liability Insurance. A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than a combined single limit of One Million Dollars (\$1,000,000.00), and One Million Dollars (\$1,000,000.00) products and completed operations.

(b) Workers' Compensation Insurance. A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both A&W and City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) Automobile Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than a combined single limit liability of One Million Dollars (\$1,000,000.00). Said policy shall include coverage for owner, non-owner, leased and hired cars.

## PROPOSAL TO PROVIDE GENERAL COUNSEL SERVICES

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(d) Errors and Omissions Insurance. A policy of professional liability issuance written on a claims made basis in an amount not less than Three Million Dollars (\$3,000,000.00).

Except for the policy of professional liability insurance, all of the above policies of insurance shall be primary insurance and shall name District, its officers, employers and agents as additionally insured. Except for the policy of professional liability insurance, the insurer shall waive all rights of subrogation and contribution it may have against the District, its officers, employees and agents and their respective insurers. Except for the policy of professional liability insurance, all of said policies of insurance shall provide that said insurance may not be amended or canceled without providing thirty (30) days prior written notice by registered mail to the District. In the event any of said policies of insurance are cancelled, the attorney shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section to the District. Failure to do so is cause for termination.

### 12. INDEMNIFICATION

A A&W agrees to indemnify District, its officers, employees and agents against, and will hold and save each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the work, operations or activities of A&W, its agents, employees, subcontractors, or invitees, provided for herein or arising from the acts or omissions of A&W hereunder, or arising from A&W's performance of or failure to perform any term, provision, covenant or condition of this Agreement, except to the extent such claims or liabilities arise from the negligence or willful misconduct of District, its officers, agents or employees.

B District acknowledges that A&W is being appointed as Board Counsel pursuant to the authority of Education Code Sections 19647 and 19652, and has the authority of that office. Accordingly, the District is responsible pursuant to Government Code Section 825 for providing a defense for the Board Counsel for actions within the scope of its engagement hereunder. Therefore, District agrees to undertake its statutory duty and indemnify A&W, its officers, employees and agents against and will hold and save each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs penalties, obligations, errors, omissions or liabilities (herein "claims or liabilities") that may be asserted or claims by any person, firm or entity arising out of or in connection with the work, operations or activities of A&W within the course and scope of its employment hereunder, but nothing herein shall require District to indemnify A&W for liability arising from its own negligence. In connection herewith:

(i) District will promptly provide a defense and pay any judgment rendered against the District, its officers, agency or employees for any such claims or liabilities arising out of or in connection with such work, operations or activities of District hereunder;

(ii) In the event A&W, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against District for such damages or other claims solely arising out of or in connection with the work operation or activities of District hereunder, District agrees to pay to A&W, its officers, agents or employees any and all costs and expenses incurred by attorney, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

## PROPOSAL TO PROVIDE GENERAL COUNSEL SERVICES

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### 13. NOTICES

Notices required pursuant to this Agreement shall be given by personal service upon the party to be notified, or by delivery of same into the custody of the United States Postal Service, or its lawful successor; postage prepaid and addressed as follows:

DISTRICT:

Attention: District Director

ATTORNEY:

Aleshire & Wynder, LLP  
2361 Rosecrans Avenue, Suite 475  
El Segundo, California 90245  
(310) 527-6660  
(310) 532-7395 (fax)  
Attention: June S. Ailin

Service of a notice by personal service shall be deemed to have been given as of the date of such personal service. Notice given by deposit with the United States Postal Service shall be deemed to have been given two (2) consecutive business days following the deposit of the same in the custody of said Postal Service. Either party hereto may, from time to time, by written notice to the other, designate a different address or person which shall be substituted for that specified above.

### 14. NON-DISCRIMINATION

In connection with the execution of this Agreement, A&W shall not discriminate against any employee or applicant for employment because of race, religion, marital status, color, sex, handicap, sexual persuasion, or national origin. A&W shall take affirmative action to ensure that applicants are employed, and that employees are treated fairly during their employment, without regard to their race, religion, color, sex, marital status, handicap, sexual persuasion, or national origin. Such actions shall include, but not be limited to the following: employment, promotion, demotion, transfer, duties assignment; recruitment or recruitment advertising; layoff of termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

### 15. TERM, DISCHARGE AND WITHDRAWAL

This Agreement shall continue in effect, subject to modification of fees as provided in Section 5, until terminated by either party hereto. District may discharge A&W at any time. The Board Counsel shall have no right to hearing or notice, and may be discharged with or without notice. A&W may withdraw from District's representation at any time, to the extent permitted by law, and the Rules of Professional Conduct, upon at least sixty (60) days' notice to District.

In the event of such discharge or withdrawal, District will pay A&W professional fees and costs, in accordance with this Agreement, for all work done (and costs incurred) through the date of cessation of legal representation. District agrees to execute, upon request, a stipulation in such form as to permit A&W to withdraw as Board Counsel of record in any legal action then pending. A&W shall deliver all documents and records of District to District, or to counsel designated by District, and assist to the fullest extent possible in the orderly transition of all pending matters to District's new counsel.

**PROPOSAL TO PROVIDE GENERAL COUNSEL SERVICES**

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**16. CONFLICTS**

A&W has no present or contemplated employment which is adverse to the District. A&W agrees that it shall not represent clients in matters either litigation or non-litigation against the District. However, A&W may have past and present clients or may have future clients, which, from time to time, may have interests adverse to District, and A&W reserves the right to represent such clients in matters not connected with its representation of the District.

If a potential conflict of interest arises in A&W's representation of two clients, if such conflict is only speculative or minor, A&W shall seek waivers from each client with regards to such representation. However, if real conflicts exist, A&W would withdraw from representing either client in the matter, and assist them in obtaining outside special counsel.

**17. INTERPRETATION OF AGREEMENT AND FORUM**

This Agreement shall be construed and interpreted both as to validity and performance of the parties in accordance with the laws of the State of California. In the event of any dispute hereunder, forum shall be the Superior Court, Los Angeles County.

**18. INTEGRATED AGREEMENT; AMENDMENT**

This Agreement contains all of the agreement of the parties and cannot be amended or modified except by written agreement. This Agreement shall supercede that certain agreement for special counsel services previously entered into between the parties. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

**19. CORPORATE AUTHORITY**

The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that in so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date of execution by the District.

Dated: \_\_\_\_, 2018

“DISTRICT”

ALTADENA LIBRARY DISTRICT,  
a municipal corporation

By:

\_\_\_\_\_, Chair

ATTEST:

**PROPOSAL TO PROVIDE GENERAL COUNSEL SERVICES**

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District Director

Dated: \_\_\_\_, 2018

“ALESHIRE & WYNDER, LLP”

By:

, Esq.

## PROPOSAL TO PROVIDE GENERAL COUNSEL SERVICES

### EXHIBIT "A"

#### FEE ARRANGEMENT

- (1) The payment for up to \_\_\_\_\_ hours of general legal service (Monthly Hour Limit) shall be a maximum of \_\_\_\_\_. This high discount is due to the need to ramp up services in the first year. After \_\_\_ years, the discounted rate shall apply to only \_\_\_ hours of legal services. The \$ \_\_\_\_ rate shall increase to \$ \_\_\_\_ per hour after two years of services (July 1, 20\_\_).
- (2) General legal services over the Monthly Hour Limit will be billed at the rate of \_\_\_\_\_ (\$\_\_) per hour for the first year and increasing to \$ \_\_\_\_ the second year and \$ \_\_\_\_ per hour thereafter (July 1, 2017, through July 1, 2018).
- (3) Special legal services shall include litigation matters, public finance (other than bond issues), disciplinary actions or hearings, labor negotiations, redevelopment, housing, cable television, water, toxics, refuse, franchising, enterprise activities and any major contract negotiation involving more than 10 hours (with District Director approval). Except for insurance defense, code enforcement, and public finance, all such matters shall be billed at the rate of \_\_\_\_\_ (\$\_\_\_\_) per hour and increasing to \$ \_\_\_\_ after one year of services.
- (4) Insurance defense/risk management, and code enforcement litigation will be billed at a reduced rate of \_\_\_\_\_ Dollars (\$ \_\_\_\_) per hour.
- (5) Where there is an opportunity to obtain cost recovery through a private party such as a developer, the hourly rate will be \_\_\_\_\_ Dollars (\$\_\_\_\_) per hour or \$ \_\_\_\_ for major transactions.
- (6) Where the firm acts as bond counsel, issuer counsel, or otherwise in connection with a bond issue or debt financing, the firm will charge \$350 per hours for attorneys and \$150 per hour for paralegals or law clerks plus any costs, including costs of special tax counsel.
- (7) In addition to the foregoing, the Firm would be reimbursed for out-of-pocket expenses as described in the attached Exhibit B.
- (8) The blended rate for legal assistants (Paralegal), irrespective of matter, shall be \_\_\_\_\_ Dollars (\$\_\_\_\_) per hour.
- (9) The blended rate for document clerks, document litigation specialist and city clerk/election consultant services shall be \_\_\_\_\_ Dollars (\$\_\_\_\_).

This arrangement shall remain in effect until July 1, 2019 and thereafter until amended.



## PROPOSAL TO PROVIDE GENERAL COUNSEL SERVICES

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### EXHIBIT "B"

#### STATEMENT OF BILLING PRACTICES

The Firm's fees are charged on an hourly basis for all time actually expended and are generally billed monthly with payment due within thirty (30) days after the date of the bill. However, where contract rates are established, they prevail over design rates. The current hourly design rate for the attorneys and staff working on this matter will be set forth in the billing statement. Annually, you will be provided with the prevailing hourly design rates for the attorneys who will spend the predominate amount of time on this matter. It should be understood that hourly rates are reviewed, and when appropriate, adjusted to reflect increases in seniority and experience as well as inflationary factors. These increases are generally made on an annual basis effective at the beginning of each calendar year.

The Firm will incur various costs and expenses in performing legal services. These costs and expenses are separately billed to the client and include fees fixed by law or assessed by public agencies, litigation costs including deposition, reporter fees, and transcript fees, long distance telephone calls, messenger and other delivery fees, postage, photocopying (charge of \_\_\_\_\_ cents (\$.\_\_\_\_) per page) and other reproduction costs, staff overtime when necessitated and authorized by the client, and computer-assisted research fees when authorized by the client, all based on the actual and reasonable cost (mileage, reproduction and other costs are periodically adjusted in accordance with the Firm's actual costs).

Travel costs including mileage (current IRS rate), parking, airfare, lodging, meals, and incidentals are charged in connection with administrative or judicial proceedings, or when traveling outside of Los Angeles, Orange, and Riverside counties. Travel time may also be charged in connection with such proceedings. In addition, the client will be responsible for paying the fees of consultants and other outside experts who are retained after consultation with the client.

The Firm will not charge for mileage or travel time between our office and District facilities, nor for local telephone calls or calls made to the District. In exchange, Firm shall not be charged for calls made or received at the District, whether local or long-distance, or for copying charges since copying onsite will reduce the charge to the client.

The monthly billing statements for fees and costs shall indicate the basis of the fees, including a detailed and auditable breakdown of the hours worked, the billable rates charged and description of the work performed. All bills are expected to be paid within thirty (30) days of the date of the billing statement. In the event any statement remains unpaid for more than thirty (30) days after the date of the statement, interest thereon at the rate of \_\_\_\_ percent (\_\_\_\_%) per annum shall be due and payable thereafter on the unpaid balance. For public finance, the firm may bill at the conclusion of the bond issue or within 30 days of the decision not to issue bonds.

Registration fees for attorneys attending conferences and seminars are paid by the Firm and are never charged to the District (unless expressly requested by the District).



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ATTORNEYS AT LAW

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## Proposal to Provide Legal Services

Presented to:

Altadena Library District

April 27, 2018

INDIAN WELLS

IRVINE

LOS ANGELES

MANHATTAN BEACH

ONTARIO

RIVERSIDE

SACRAMENTO

SAN DIEGO

WALNUT CREEK

WASHINGTON, D.C.

Ruben Duran  
300 South Grand Avenue, 25th Floor  
Los Angeles, California 90071  
(213) 787-2569  
[Ruben.Duran@bbklaw.com](mailto:Ruben.Duran@bbklaw.com)

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## I. QUALIFICATIONS OF FIRM

Our public agency law practice group focuses solely on helping public clients successfully maneuver through legal complexities and governmental mandates. Because BB&K has a history of extensive involvement in all aspects of public agency law, we have pioneered methods to deliver advisory and litigation services in a comprehensive and cost-effective manner. Our approach ensures the highest quality and most timely representation available in California.


BB&K is an active member of and supports numerous state and national public law organizations and associations, such as the California Special Districts Association, the California Association of Sanitation Agencies, the League of California Cities, the Independent Cities Association, and the Association of California Water Agencies. Our lawyers regularly present papers at association conferences and serve on committees of these organizations and associations.

BB&K is dedicated to keeping our attorneys and clients up to date on current issues in public agency law. We regularly prepare and distribute e-bulletins on important cases and legislation in order to keep our clients informed. The firm's public agency law practice group meets monthly to discuss new legislation, case law, and how to better serve clients.

### A. Attorney Team

Ruben Duran will provide general counsel services and will serve as the one point of contact for the District. Christine Wood will provide assistant general Counsel services. Christopher Pisano will provide litigation services if necessary and Arlene Prater will provide labor and employment legal services if necessary. This proposed team is well prepared to provide full-service legal support to the District. The proposed team's biographies are listed below for review.

#### Ruben Duran, Partner – General Counsel

	Phone:	(213) 787-2569
	Email:	<a href="mailto:ruben.duran@bbklaw.com">ruben.duran@bbklaw.com</a>
	Location:	Los Angeles
	Education:	University of California, Hastings College of the Law, J.D.; University of California, San Diego, B.A.
	CA Bar Number:	197780 (1998)

Ruben Duran represents exclusively public agencies as a partner in the Municipal Law and Government Policy & Public Integrity practice groups of BB&K. He brings a comprehensive, interdisciplinary approach to the practice of public law. With an emphasis on open government and transparency and complex conflicts of interest issues, as well as elections law, land use and planning and cannabis issues, Ruben also provides special counsel to many of the firm's clients. These include cities, school districts, public health plans and special districts.

He serves as general counsel for the Oxnard Harbor District, which owns and operates the commercial Port of Hueneme in Ventura County. He is also general counsel to the Hub Cities Consortium, a joint powers agency that provides workforce development services to six Los Angeles County cities, and to Fenner Valley Water Authority and the Stallion Springs Community Services District. As general counsel of these public entities, Ruben is responsible for all legal services, including advising the elected boards and staff at public meetings and day-to-day transactional and advisory services on issues such as public bidding and contracting, environmental laws and regulations, labor and employment matters, as well as oversight and management of litigation. Ruben also oversees the litigation in which his general counsel clients are involved, whether as the plaintiff or defendant.


He has experience with public-private partnerships and is instrumental in assisting his public agency clients partner with large financial institutions and nonprofit organizations to finance and construct public projects. These include the use of New Markets Tax Credits for the development of a shore-side power infrastructure and an intermodal transportation facility for the Oxnard Harbor District, where he serves as general counsel (completed 2015), and a state-of-the art health and wellness facility in the City of Desert Hot Springs, where he was city attorney (completed 2013). As a general counsel, he regularly guides clients through the public procurement and construction processes. Ruben serves as city attorney of Adelanto. He previously served as city attorney for Desert Hot Springs (2006-2012) and general counsel of the Fontana Unified School District (2011-2012).

While attending the University of California, Hastings College of the Law, Ruben was a two-time national moot court champion in the Hispanic National Bar Association's moot court competition. Prior to attending law school, Ruben served a year as a Public Affairs Fellow in the prestigious Coro Fellowship Program.

A frequent speaker and presenter on ethics and open government, Ruben enjoys meeting and interacting with public officials and employees from throughout the State, sharing a common goal of efficient, effective and ethical public service. He is past president of the City Attorneys Association of Los Angeles County and a member of the Los Angeles County Bar Association. Ruben serves as a volunteer trainer for the Institute for Local Government, providing AB 1234 and ethics training for cities throughout California, and has presented on the New Markets Tax Credits program at the American Association of Port Authorities and the Association of Pacific Ports.

He was appointed in 2018 by the State Bar of California's Board of Trustees to the Malpractice Insurance Working Group, which is charged with conducting a review and study regarding errors and omissions insurance for attorneys licensed in California. Ruben is admitted to practice law in California, the U.S. District Court for the Central and Northern districts of California and the U.S. Court of Appeals for the Ninth Circuit.

**Christine N. Wood, Associate – Assistant General Counsel**

	Phone:	(213) 542-3861
	Email:	<a href="mailto:christine.wood@bbklaw.com">christine.wood@bbklaw.com</a>
	Location:	Los Angeles
	Education:	Southwestern Law School, Los Angeles, J.D.; California State University, Northridge, M.P.A., <i>with distinction</i> ; California State University, Dominguez Hills, B.S.
	CA Bar Number:	291816 (2013)


Christine N. Wood is an attorney in the Municipal Law practice group of BB&K and assists public clients in transactional and litigation matters, with a focus on open records and open meetings law. Christine is also an experienced and sought-after trainer and presenter, with an easy and conversational style that clients appreciate.

Before joining BB&K, Christine worked as an assistant general counsel at the Los Angeles Unified School District. Christine has provided legal opinions, advice and training on the Public Records Act, the Brown and Greene acts, as well as school finance, including federal grant requirements and developer fees. Although Christine worked for the largest school district in California, she also understands how to scale policies and procedures to assist smaller agencies and districts.

As a certified e-Discovery specialist, Christine skillfully advises, educates and assists public agencies in developing procedures and best practices to support the preservation, collection and production of electronically stored information. Additionally, Christine is experienced in both conducting and supervising forensic investigations. She is also known for being able to distill complex and voluminous data with efficiency and ease — most notably in response to requests for public records. Christine collaborates with clients to analyze the significance of records, using her experience in the newspaper industry to anticipate the newsworthiness of documents.

In addition to providing advice and guidance, Christine also represented clients in recoupment litigation, special education due process hearings, certificated and classified dismissals, as well as Pitchess motions on behalf of the Los Angeles School Police Department. Christine serves as a coach in the Trial Advocacy Honors Program at Southwestern Law School, where she helps trial teams with litigation strategies and advocacy.

**Christopher Pisano, Partner – Litigation**

	Phone:	(213) 617-7492
	Email:	<a href="mailto:christopher.pisano@bbklaw.com">christopher.pisano@bbklaw.com</a>
	Location:	Los Angeles
	Education:	University of Southern California, Gould School of Law, J.D.; Georgetown University, B.S.
	CA Bar Number:	192831 (1997)

Christopher (Chris) Pisano was a founding partner of BB&K’s Los Angeles Office in 2005. Chris represents public agencies and private corporations in a variety of litigation matters, including land use, property valuation, water rights, inverse condemnation, construction, civil rights, premises liability, dangerous condition of public property and general business disputes. Chris has represented numerous public agencies in state and federal court matters, including the following:

- County of Los Angeles
- Oxnard Harbor District
- Los Angeles County Metropolitan Transportation Authority
- Riverside County Transportation Commission
- Corona Housing Authority
- Community Redevelopment Agency of the City of Los Angeles
- Housing Authority of the City of Los Angeles
- County of Shasta
- San Bernardino County Flood Control District
- Helix Water District
- Kern County Water Agency


Chris has also represented the cities of Azusa, Colton, Covina, El Paso Robles, Gardena, San Clemente, Stanton and Thousand Oaks in a broad variety of litigation matters in both state and federal courts. Chris also served as special eminent domain counsel for the Los Angeles Community Redevelopment Agency in property acquisition for the Staples Center sports and entertainment complex.

Chris represented the County of Los Angeles and the Housing Authority for the City of Los Angeles in class action and representative action litigation for housing and employment benefits, and defended several cities and counties against claims of wrongful arrest, wrongful search and seizure and excessive force.

Chris served as lead trial and appellate counsel for the City of Covina in a 2011 published search and seizure case before the U.S. Ninth Circuit Court of Appeals — *Dougherty v. City of Covina, et al.* — in which the appellate court affirmed dismissal on the grounds that the investigating officers were entitled to qualified immunity, and that plaintiffs did not plead sufficient facts to attribute liability to the city and supervising officers.

Chris has tried dozens of cases to verdict and/or judgment, both in jury and court trials alike. In 2017, Chris successfully defended the County of Los Angeles in a trial concerning the County's imposition of its Solid Waste Management Fee on Inert Debris Engineered Fill Operators. Following a court trial, the court found in favor of the County on all claims.

**Arlene Prater, Partner – Personnel, Employee Relations, and Labor Negotiations**

	Phone:	(619) 525-1334
	Email:	<a href="mailto:arlene.prater@bbkllaw.com">arlene.prater@bbkllaw.com</a>
	Location:	San Diego
	Education:	University of San Diego School of Law, J.D.; University of Wisconsin, Madison, B.A.
	CA Bar Number:	67191 (1975)

Arlene Prater was a founding partner of BB&K's San Diego Office in 1993. She has almost 40 years of experience representing public and private employers in all aspects of employment and labor matters. She is a leading California attorney in employment law, providing advice, training, litigation representation and investigative services to a wide range of employers.

Arlene also focuses on representing higher education institutions in the many legal issues facing these entities, including Title IX matters and faculty, student and staff discipline and complaints. She also advises nonprofits on their unique legal issues. She is a member of the firm's Labor & Employment practice group, a regular speaker at legal conferences, and involved with various legal and nonprofit organizations.

Arlene represents employers in all aspects of employment and labor law matters throughout California. Arlene's first 11 years of employment were as deputy county counsel for the County of San Diego, representing the County and school districts in employment litigation. Her public employment law work then continued at a private San Diego firm, before she joined BB&K.

She now represents both public and private employers in virtually every type of employment lawsuit involving federal and state rights and obligations of employees and employers. This includes discrimination, harassment, retaliation and wrongful termination claims, failure to accommodate disability claims, leave claims, First Amendment and privacy challenges, retirement benefit issues, collective bargaining issues, wage and hour claims and class actions, and many other legal claims at the administrative, state and federal court levels and on appeal.

Arlene also advises public and private employers on all aspects of personnel management, including employee discipline and grievance matters, employee handbooks and contracts, wage and hour issues, workplace safety and violence issues, drug and alcohol issues, personnel policies, and compliance with the many constantly changing state and federal employment laws, including discrimination laws, the Family Leave Acts, the Americans with Disabilities Act and the Fair Labor Standards Act.



Arlene has an extensive background in conducting investigations for employers on a wide variety of employment-related issues. She is a certified Title IX investigator through the Association of Title IX Administrators.

She has experience in Title IX investigations at all stages of the proceedings. Investigations have involved potential criminal misconduct, threats, discrimination, harassment and retaliation, exercise of protected rights, misuse of public property and many other types of alleged misconduct that could lead to disciplinary action, among other consequences.

Arlene was a State Bar of California Labor and Employment Law Executive Committee Board Member for three years, and is now an Advisor to the Executive Committee. She regularly conducts human resources trainings for clients and is a frequent speaker at employment law seminars for attorneys and human resource professionals on a wide range of current personnel issues throughout the state.

Arlene has forty years of experience in providing advisory and litigation services to public and private employers on personnel and labor matters. She has an extensive background in conducting employee investigations for employers. She conducts employee investigations both for existing clients, when appropriate, and for clients whom BB&K does not regularly represent when an outside investigator is needed. Arlene follows a standard practice, which she has developed over forty years, when conducting investigations.

Her standard practice results in comprehensive investigations and detailed and clear investigation reports completed in a cost-effective manner. Arlene's investigation practice is modified in accordance with client requests and the particular circumstances. Allegations investigated include all varieties of harassment, discrimination, and retaliation complaints; potential criminal misconduct; alcohol and drug use; threats of violence; exercise of protected rights (such as free speech and protected leave); misuse of public property; and many different types of misconduct that could lead to disciplinary actions. When requested, she also prepares pre-investigation notification letters and post-investigation conclusion letters to witnesses and parties.

When conducting investigations, preparing reports, and making findings and conclusions, Arlene draws on her background in advising employers on all aspects of personnel management — including employee discipline, grievances, and compliance with local, state, and federal laws concerning discrimination, harassment, retaliation, family medical leave, and disabled employee accommodations — and on her background in representing employers in all types of employment litigation and administrative proceedings.

On a regular basis (and for as long as investigations have been an employment tool), Arlene has conducted formal investigations for a wide variety of clients involving a wide range of allegations. Her clients have included cities, counties, special districts, school districts, and private employers. Because of the confidentiality surrounding employee investigations, information cannot be provided that could lead to the identification of the employee investigated. However, Arlene has handled investigations that have included allegations involving the following:

- Misconduct of high-level elected officials
- Misconduct of high-level appointed officials, managers, and supervisors
- Police misconduct and the application of the Public Safety Officers Bill of Rights

- Firefighters misconduct and the application of the Firefighters Procedural Bill of Rights Act
- Misconduct which could lead to criminal prosecution and which involves the application of the cases of Spielbauer, Garrity and Lybarger
- Misuse of agency computer systems (some of these investigations have required the retention of forensic computer experts)

Arlene also routinely reviews reports by other investigators and advises clients on appropriate actions to be taken in light of the findings of investigation reports. In addition to advising follow-up actions (such as discipline including termination), she uses reports in administrative proceedings involving discipline and in administrative and litigation cases that may follow after the investigation is concluded. From this work, Arlen has gained valuable insight into how to best conduct investigations and prepare reports and follow-up communications with those involved. She has conducted training in running investigations for human resource professionals and attorney groups.

### **B. Experience in Areas of Law**

Described below is our experience with the areas of law identified in Section II.B.3 of the Request for Proposals.

#### **Brown Act**

BB&K provides advice regarding the interpretation and application of the Ralph M. Brown Act (Open Meeting Law) to our public agency clients. Advice regularly pertains to the following:

- Requirements for agenda preparation, posting, and distribution
- Closed session topics and reporting
- Notices and agendas for special and emergency meetings
- Adding agenda items after agenda is posted
- Conducting meetings by teleconferencing
- Application of Brown Act to committees of official bodies
- Avoiding violations and penalties

#### **Public Records Act**

BB&K advises clients on all aspects of California's open government laws, including the Public Records Act. We routinely brief our clients on pending legislation and cases in the area. With the emergence of new technology, we regularly advise clients regarding the use of email, records retention, and the public's right to access electronic information.

We frequently speak at seminars and workshops regarding updates concerning the Public Records Act and email/technology issues. Our lawyers were involved with the preparation of the League of California Cities new book on the Public Records Act.

### **Conflicts of Interest**

BB&K attorneys frequently provide advice and training workshops to elected and appointed public officials regarding conflict of interest laws, including the Political Reform Act; self-interested contracts (Government Code Section 1090); campaign contribution conflicts; incompatibility of public offices; and AB 1234. We stay abreast of the most recent decisions from the Fair Political Practices Commission (FPPC) and the California Attorney General (AG) and often draft requests for AG Opinions and FPPC written advice for clients.

### **Election Law**

BB&K provides a wide range of advice to our clients on local, state, and federal election laws. We routinely assist clients during all stages of the elections process, including initiative drafting, filing, publication and circulation, spending limits, ballot arguments, campaign regulations, election contests, election timing, ballot security, recall procedures, ballot recounts, election result contests, and other post-election matters. We regularly provide advice to clients on the conduct of regular, special, and consolidated elections. We also advise clients on the California Voting Rights Act, voter registration issues, candidate qualification and nomination procedures, ballot pamphlet issues, and ethics laws.

### **Contracts**

BB&K has extensive experience drafting, negotiating, and reviewing all types of agreements. We have drafted thousands of contracts for public agency clients, ranging from simple real property acquisition, software license, and professional services agreements, to more specialized types of agreements. BB&K attorneys frequently deal with construction and public works contracts and issues, and we have a particularly high level of experience in this area. Services include preparation and review of contract specifications and required bidding documents, and the negotiation and drafting of personnel services and construction management contracts.

### **Leases and other Property Transactions**

BB&K's real estate attorneys represent public and private entities in all types of matters. BB&K has established a strong state-wide practice related to ground lease negotiation and drafting, as well as the intricacies of public-private partnerships and complex public financing mechanisms for larger infrastructure projects.

Further, we assist our clients with all aspects of acquisition and disposition of real estate assets, having structured all types of deals. We represent our clients in purchase and sale agreements, lease-leaseback arrangements, ground leases, and all other types of conveyances.

Services extend well beyond the standard negotiation and documentation of the deal to include, as needed, structuring and assisting with the financing and entitlement of the project. BB&K's real estate attorneys are well versed in easements, access rights, title insurance, contractual, insurance, and finance issues associated with all real estate transactions.

## **Personnel and Disability Laws**

BB&K attorneys have experience assisting clients with personnel issues, including reviewing and revising employee handbooks and personnel policies and dealing with employee grievances and memoranda of understanding (MOU) negotiations.

Our lawyers regularly advise employers on all aspects of compliance with the federal Americans with Disabilities Act and the California Fair Employment and Housing Act provisions applicable to employees and applicants with physical or mental disabilities. She counsels clients on determining who qualifies for the protections of these laws, when medical and psychiatric evaluations can be conducted, and what constitutes a reasonable accommodation. We routinely provides guidance and training to in-house human resources professionals regarding how to conduct the interactive disability accommodation process required under state and federal laws.

We regularly act as lead employer-representative during the accommodation process, particularly when the employee or applicant is represented by counsel. We also have extensive experience in defending employers in federal and state disability discrimination lawsuits.

In addition, BB&K counsels clients concerning all aspects of employee leaves, including the federal Family and Medical Leave Act (FMLA), the California Family Rights Act, the California Pregnancy Disability Leave Act, military leaves, disability retirement laws, and other state and federal laws. Our attorneys advise employers on the interplay of these laws with the federal and state disability discrimination laws and California workers' compensation laws. We advise employers regarding appropriate personnel policies for sick leave, paid time off leave, administrative leave, leave of absences, fitness for duty evaluations, and other leave-related issues. We also represent employers in state and federal litigation alleging violations of family and medical leave laws.

## **Employee Relations and Labor Negotiations**

When workplace concerns arise out of the collective bargaining process, we handle contract negotiations, impasse procedures, grievance and arbitration proceedings, union representation proceedings, and unfair labor practice charges before local, state and federal agencies. BB&K attorneys have substantial experience conducting labor negotiations for our public sector clients. BB&K also defends clients from unfair labor practice allegations filed with the Public Employment Relations Board (PERB). We regularly assist employers in responding to grievances and in grievance arbitration.

BB&K often assists public sector employers in their negotiations with unions and employee associations. The firm's services include acting as chief negotiator as well as reviewing and preparing proposals and drafting final contract language. We are dedicated to understanding our clients' needs and goals during negotiations and finding creative ways for our clients to achieve their objectives.

We also assist public employers in union representation and decertification proceedings and unfair practice charges before PERB as well as in grievance mediations and arbitrations. In addition, the firm advises and represents employers regarding strike management, work slowdowns, and other union tactics.

## **Pending and Current State and Federal Legislation and Court Decisions**

BB&K provides a Public Law Update Program, which is a proactive update service to help keep our public agency clients informed and current on various important issues affecting them. This update service, which clients can join for a fee, covers a range of topics for use by our public agency clients, providing, among other things, an analysis of pending and new legislation, regulations, judicial decisions, and hot legal topics affecting all aspects of public agency operation.

The topics covered include general public agency legal matters such as personnel issues, the Political Reform Act and conflicts of interest, the Brown Act, CEQA, and more. The work product created by BB&K is designed for the collective use of our public agency clients participating in the Program. In order to make this Program cost-effective for our clients, the costs are spread among all clients who choose to participate in the program.

In addition, BB&K annually prepares and provides copies of the most recently revised Brown Act and our proposed form of CEQA guidelines updated to ensure consistency with recent legislative and judicial changes. We also biennially review and prepare updated Conflict of Interest Codes as required by law. These products are provided as part of a client's participation in the Public Law Update Program, at a fee.

We have an extensive library of existing opinion letters and memoranda analyzing legal issues that may be of benefit to the District. Access to this work product saves our clients the additional cost of our researching issues that are of common interest to our clients. In addition to this research, BB&K regularly prepares and distributes, at no cost to our clients, e-bulletins on current legal topics, litigation, and legislation of interest to public agencies, including environmental, water, public contracting, and employment law matters.

## **Tort Liability and Risk Management**

BB&K attorneys regularly handle liability issues, including tort claims matters, dangerous condition cases, and insurance questions. BB&K attorneys are skilled at all aspects of underlying liability associated with public agencies. Should complex insurance issues arise, we have several attorneys who focus on insurance law and a set of litigators with years of experience litigating bad faith and coverage issues.

As it pertains to tort liability, BB&K litigators have extensive experience representing public entities in all manner of tort liability cases, including premises liability, dangerous condition of public property, trip-and-falls, inverse condemnation, vehicle accidents, civil rights, police misconduct, and excessive force.

BB&K's litigators are experts in the Tort Claims Act and related laws that immunize public entities from many types of tort claims and limit municipal exposure in others. By utilizing these laws to their maximum advantage, BB&K has developed an exceptional track record of resolving tort liability cases quickly and efficiently, often in the very early stages of litigation and through alternative dispute resolution. In addition, our attorneys routinely work in cooperation with outside counsel provided by a city's risk insurance plan to ensure the best defense for the municipality.

**C. Disclosures**

All proposed attorneys on this team are in good standing with the State Bar. None of the attorneys listed in this proposal have been successfully sued for malpractice, have been the subject of complaints filed with the State Bar, or have had discipline imposed by the State Bar.

## II. SPECIALTY SERVICES

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BB&K is qualified to provide all legal services identified under the Scope of Services in the Request for Proposals. When faced with an issue requiring specialized expertise (such as a complicated piece of litigation), we will consult with the Library Board of Trustees and authorized staff to evaluate the level of expertise needed. We will research whether any attorneys have that experience in-house and also determine other counsel with relevant experience.

If the decision to hire another attorney rests with the Library Board of Trustees, we will provide an analysis of services and rates to the District. Otherwise, we will collaborate with the Library Board of Trustees and authorized staff to find the District the best and most efficient person or firm to provide the specialized service required. If and when litigation, special expertise, or other complex work presents itself, Ruben will work closely with the District to determine the most cost-effective means to accomplish the task. This may include using paralegals and looking at a cost-benefit analysis, especially if the additional work is litigation based and a potential settlement may be the most cost-effective solution.

### III. MAIN CONTACT AND SECOND CONTACT

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As stated in Section I, Ruben will be the main point of contact for the District. The second contact will be Christine.

If awarded the contract, Christine will attend regular monthly Board meetings located at the District's office. She will attend and prepare for special Board meetings as requested by the Board of Directors or staff.



#### **IV. SYSTEMS/MECHANISMS TO ENSURE TIMELY RESPONSE**

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Our attorneys understand that a timely response to the District within 24 hours of initial contact is the cornerstone of good communication and good customer service. We know it is essential to maintain open lines of communication with the District. Proposed general counsel, Ruben, will return phone calls as quickly as possible, frequently check email, and promptly answer routine inquiries. Our practice will be to return phone calls and emails within 24 hours any day of the week. For inquiries on more complex matters, Ruben will respond as soon as possible and outline the timeframe for handling the matter, noting any deadline or other timing requirements.

V. REFERENCES

Please do not hesitate to contact any of the following references for a more in-depth discussion of our ability to provide legal services for the District.

BB&K References	
<p><b>Hon. Rich Kerr</b>, Mayor City of Adelanto 11600 Air Expressway Adelanto, CA 92301 Phone: (760) 246-2300 Email: <a href="mailto:RKerr@ci.adelanto.ca.us">RKerr@ci.adelanto.ca.us</a></p>	<p><b>Cali Binks</b>, Superintendent Yucaipa-Calimesa Joint Unified School District 12797 3rd Street Yucaipa, CA 92399 Phone: (909) 797-0174 Email: <a href="mailto:Cali_Binks@ycjusd.k12.ca.us">Cali_Binks@ycjusd.k12.ca.us</a></p>
<p><b>Gilbert Livas</b>, City Manager City of Downey 11111 Brookshire Avenue Downey, CA90241 Phone: (562) 904-7282 Email: <a href="mailto:glivas@downeyca.org">glivas@downeyca.org</a></p>	<p><b>J. Charles Parkin</b>, City Attorney City of Long Beach 333 West Ocean Boulevard, 11th Floor Long Beach, CA 90802 Phone: (562) 570-2295 Email: <a href="mailto:charles.parkin@longbeach.gov">charles.parkin@longbeach.gov</a></p>

## VI. ADDITIONAL INFORMATION FOR CONSIDERATION

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Every new engagement at BB&K must survive a conflicts check against the firm's conflicts database. BB&K maintains a comprehensive database on client representation. Prior to accepting any representation, the database is accessed to determine whether there are any existing conflicts. Additionally, each attorney is separately e-mailed a description of the proposed representation and asked to comment on any potential conflicts.

All attorneys and their secretaries have coded access to the conflicts database that includes and indexes the names of all clients, matters, opposing parties and other parties, as well as other information, to all matters on which the firm is working or has worked. When new parties are associated with a client matter, the names of those parties are also added to the conflicts database. This database is overseen and managed by our firm's Billing and Client Information Department, as well as the responsible attorney.

We can assure the District that our firm's Billing and Client Information Department prevents conflicts of interest from the onset of a response to a proposal. That department conducts a thorough examination of all potential conflicts, each and every potential conflict is vetted. If there is a conflict that cannot be resolved or poses a threat to the client relationship then BB&K will not propose on the new business.

**VII. BILLING RATES**

BB&K recognizes the need to keep legal costs under control. We have a longstanding commitment to the affordable delivery of legal services to municipalities and public agencies. Given the depth and breadth of our experience, we often get the job done in much less time, resulting in lower costs.

**A. Hourly Rates**

BB&K proposes the following hourly rates:

<b>Personnel</b>	<b>Hourly Rate</b>
Partners and Of Counsel	\$ 320 per hour
Associates	\$ 275 per hour
Paralegals	\$ 165 per hour

**B. Reimbursements**

BB&K does not charge for routine word processing or secretarial and office costs, including telephone and fax charges. Reimbursement of costs advanced by BB&K on behalf of the District, as well as other expenses, will be billed at actual cost. These currently include but are not limited to mileage at the IRS authorized rate; actual expenses for being away from our offices on the District business; postage; legal research; and any cost of printing or reproducing documents, photographs, or other items necessary for legal representation.

**VIII. COPY OF STANDARD CONTRACT**

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A sample copy of our standard contract is attached immediately following this page.

**AGREEMENT FOR GENERAL COUNSEL LEGAL SERVICES  
BETWEEN  
ALTADENA LIBRARY DISTRICT  
AND  
BEST BEST & KRIEGER LLP**

**1. PARTIES AND DATE.**

This Agreement is made and entered into as of the \_\_\_th day of May, 2018, by and between Altadena Library District, a California Special District (“Client”) and Best Best & Krieger LLP, a limited liability partnership engaged in the practice of law (“BB&K”).

**2. RECITALS.**

2.1 Client wishes to engage the services of BB&K as its General Counsel to perform all necessary legal services for the Client on the terms set forth below.

**3. TERMS.**

3.1 Term. The term of this Agreement shall commence on May \_\_, 2018 and shall continue in full force and effect until terminated in accordance with Section 3.12.

3.2 Scope of Services. BB&K shall serve as General Counsel and shall perform legal services (“Services”) as may be required from time to time by the Client as set forth by this Agreement, unless otherwise agreed to by the Client and BB&K. As part of the Services to be performed hereunder, BB&K shall be responsible for the following:

3.2.1 Preparation for, and attendance at, regular meetings of the Client as requested;

3.2.2 Provision of legal counsel at such other meetings as directed by the Client;

3.2.3 Preparation or review of all Client ordinances and resolutions, together with such staff reports, orders, agreements, forms, notices, declarations, certificates, deeds, leases and other documents as requested by the Client;

3.2.4 Rendering to the officers and employees of the Client legal advice and opinions on all legal matters affecting the Client, including new legislation and court decisions, as directed by the Client;

3.2.5 Researching and interpreting laws, court decisions and other legal authorities in order to prepare legal opinions and to advise the Client on legal matters pertaining to Client operations, as directed by the Client;

3.2.6 Performing legal work pertaining to property acquisition, property disposal, public improvements, public rights-of-way and easements, as directed by the Client;

3.2.7 Responding to inquiries and review for legal sufficiency ordinances, resolutions, contracts, and administrative and personnel matters, as directed by the Client;

3.2.8 Representing and assisting on litigation matters, as directed by the Client. Such services shall include, but shall not be limited to, the preparation for and making of appearances, including preparing pleadings and petitions, making oral presentations, and preparing answers, briefs or other documents on behalf of the Client, and any officer or employee of the Client, in all federal and state courts of this State, and before any governmental board or commission, including reviewing, defending or assisting any insurer of the Client or its agents or attorneys with respect to any lawsuit filed against the Client or any officer or employee thereof, for money or damages.

3.3 Designated General Counsel. Ruben Duran is designated as General Counsel, and shall be responsible for the performance of all Services under this Agreement, including the supervision of Services performed by other members of BB&K. No change in this assignment shall be made without the consent of the Client.

3.4 Time of Performance. The Services of BB&K shall be performed expeditiously in the time frames and as directed by the Client.

3.5 Assistance. The Client agrees to provide all information and documents necessary for the attorneys at BB&K to perform their obligations under this Agreement.

3.6 Independent Contractor. BB&K shall perform all legal services required under this Agreement as an independent contractor of the Client and shall remain, at all times as to the Client, a wholly independent contractor with only such obligations as are required under this Agreement. Neither the Client, nor any of its employees, shall have any control over the manner, mode or means by which BB&K, its agents or employees, render the legal services required under this Agreement, except as otherwise set forth. The Client shall have no voice in the selection, discharge, supervision or control of BB&K's employees, representatives or agents, or in fixing their number, compensation, or hours of service.

3.7 Fees and Costs. BB&K shall render and bill for legal services in the following categories and at rates set forth in Exhibit "A" and in accordance with the BB&K Billing Policies set forth in Exhibit "D", both of which are attached hereto and incorporated herein by reference. In addition, the Client shall reimburse BB&K for reasonable and necessary expenses incurred by it in the performance of the Services under this Agreement. Authorized reimbursable expenses shall include, but are not limited to, printing and copying expenses, mileage expenses at the rate allowed by the Internal Revenue Service, toll road expenses, long distance telephone and facsimile tolls, computerized research time (e.g. Lexis or Westlaw), research services performed by BB&K's library staff, extraordinary mail or delivery costs (e.g. courier, overnight and express delivery), court fees and similar costs relating to the Services that are generally chargeable to a client. However, no separate charge shall be made by BB&K for secretarial or word processing services.

3.8 Billing. BB&K shall submit monthly to the Client a detailed statement of account for Services. The Client shall review BB&K's monthly statements and pay BB&K for Services rendered and costs incurred, as provided for in this Agreement, on a monthly basis.

3.9 Annual Reviews. The Client and BB&K agree that a review of performance and the compensation amounts referenced in this Agreement should occur at least annually.

3.10 Insurance. BB&K carries errors and omissions insurance with Lloyd's of London. After a standard deductible, this insurance provides coverage beyond what is required by the State of California. A separate schedule containing BB&K's insurance policies will be available for inspection upon Client's request.

3.11 Attorney-Client Privilege. Confidential communication between the Client and BB&K shall be covered by the attorney-client privilege. As used in this article, "confidential communication" means information transmitted between the Client and BB&K in the course of the relationship covered by this Agreement and in confidence by a means that, so far as the Client is aware, discloses the information to no third persons other than those who are present to further the interests of the Client in the consultation or those to whom disclosure is reasonably necessary for the transmission of the information or the accomplishment of the purpose for which BB&K is consulted, and includes any legal opinion formed and advice given by BB&K in the course of this relationship.

3.12 Termination of Agreement and Legal Services. This Agreement and the Services rendered under it may be terminated at any time upon thirty (30) days' prior written notice from either party, with or without cause. In the event of such termination, BB&K shall be paid for all Services authorized by the Client and performed up through and including the effective date of termination. BB&K shall also be reimbursed for all costs associated with transitioning any files or other data or documents to a new law firm or returning them to the Client.

3.13 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.14 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Kern County.

3.15 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.

3.16 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

3.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.



3.18 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.19 Delivery of Notices. All notices permitted or required under this Agreement notices shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Client: Altadena Library District  
600 East Mariposa Street  
Altadena, CA 91001  
Attention: Ryan Roy, Acting District Director

BB&K: Best Best & Krieger LLP  
300 S. Grand Ave., 25th Floor  
Los Angeles, CA 90071  
Attention: Ruben Duran

3.20 Indemnification.

(A) BB&K agrees to indemnify Client, its officers, employees and agents against, and will hold and save each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising from the negligent acts or omissions of BB&K hereunder, or arising from BB&K's negligent performance of any term, provision, covenant or condition of this Agreement, except to the extent such claims or liabilities arise from the negligence or willful misconduct of Client, its officers, agents or employees.

(B) Client acknowledges BB&K is being appointed as General Counsel pursuant to the authority of Government Code Section 61060, and has the authority of that office. Accordingly, the Client is responsible pursuant to Government Code Section 825 for providing a defense for the General Counsel for actions within the scope of its engagement hereunder. Therefore, Client agrees to undertake its statutory duty and indemnify BB&K, its officers, employees and agents against and will hold and save each of them harmless from, any and all claims or liabilities that may be asserted or claims by any person, firm or entity arising out of or in connection with the work, operations or activities of BB&K within the course and scope of its performance hereunder, but nothing herein shall require Client to indemnify BB&K for liability arising from its own negligence or alleged negligence. In connection herewith:

(i) Client will promptly provide a defense and pay any judgment rendered against the Client, its officers, agency or employees for any such claims or liabilities arising out of or in connection with such work, operations or activities of Client hereunder; and

(ii) In the event BB&K, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Client for such damages or other claims solely arising out of or in connection with the work operation or activities of Client hereunder, Client agrees to pay to BB&K, its officers, agents or employees any and all costs and expenses incurred by attorney, its officers, agents or employees in such action or proceeding, including, but not limited to, legal costs and attorneys' fees.

IN WITNESS WHEREOF, the Client and BB&K have executed this Agreement for General Counsel Legal Services as of the date first written above.

**(Signatures contained on following page)**

**SIGNATURE PAGE TO  
AGREEMENT FOR GENERAL COUNSEL LEGAL SERVICES  
BETWEEN  
ALTADENA LIBRARY DISTRICT  
AND  
BEST BEST & KRIEGER LLP**

**ALTADENA LIBRARY DISTRICT**

By: \_\_\_\_\_  
Ryan Roy  
Acting District Director

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
[NAME]:  
[TITLE]:

**BEST BEST & KRIEGER LLP**

By: \_\_\_\_\_  
Ruben Duran  
Partner

Date: \_\_\_\_\_

**EXHIBIT “A”**  
**TO**  
**AGREEMENT FOR GENERAL COUNSEL LEGAL SERVICES**  
**BETWEEN**  
**ALTADENA LIBRARY DISTRICT**  
**AND**  
**BEST BEST & KRIEGER LLP**

1. Basic Legal Services - Description. Basic legal services shall include all services provided to Client that are not otherwise specifically identified below as either Special Legal Services, Third Party Reimbursable Legal Services, or Public Finance Legal Services (“Basic Legal Services”).

2. Basic Legal Services – Rates. The Client shall pay for Basic Legal Services at the following rates:

Partner & Of Counsel	\$320 per hour
Associates	\$275 per hour
Paralegals & Municipal Specialists	\$165 per hour

3. Special Legal Services - Description. Special Legal Services shall include the following types of services:

- A. Litigation and formal administrative or other adjudicatory hearing matters
- B. Labor relations and employment matters
- C. Non-routine real estate matters (*e.g.*, CC&R’s, deed or title work)
- D. Land acquisition and disposal matters (including pre-condemnation)
- E. Taxes, fees and charges matters (*e.g.*, Prop. 218 & Mitigation Fee Act)
- F. Non-routine contract negotiation matters (including non-BB&K model agreements and franchise agreements)
- G. Non-routine land use and development matters (including general plan updates, Williamson Act issues, annexations and development agreements)
- H. Environmental matters (*e.g.*, CEQA, NEPA, endangered species)
- I. Tax and ERISA related matters
- J. Non-routine tort liability and risk management
- K. Intergovernmental Relations and Advocacy efforts (*e.g.*, legislative and regulatory representation) at the federal and state level.
- L. Other matters mutually agreed upon between BB&K and the District

4. Special Legal Services – Rates. Any lawyer of the firm may be called upon from time to time to work on matters as particular needs arise. Special Legal Services work will be billed at individual rates depending upon the area of expertise. Hourly rates for those attorneys fall within the following ranges: Partners and Of Counsel range from \$285 to \$435 per hour, Associates range from \$245 to \$275 per hour.

5. Agreement Regarding Rate Categories. If BB&K believes that a matter falls within the Special Legal Services, Third Party Reimbursable Legal Services, or Public Finance Legal Services rate categories, BB&K shall seek approval from the District or designee. The District or designee's approval of such a request from BB&K shall not be unreasonably withheld.

6. Annual Adjustments; Other Mutual Adjustments. The rates or amounts provided for herein shall be automatically increased as follows: Blended rates will be adjusted annually using the cost of living index. At the start of the Client's fiscal year, July 2018 and every July thereafter during the term of this Agreement, rates and amounts shall be increased for the change in the cost of living for the twelve (12) month period published for the most recent calendar year end, as shown by the U.S. Department of Labor in its All Urban Consumers Index set forth for the Los Angeles-Riverside-Orange County area; provided, however, that such adjustment shall never be lower than zero percent (0%) nor more than five percent (5%). Individual rates that are specific to individual attorneys and/or legal personnel are reviewed annually and may be increased from time to time with advanced written notice to the Client. In addition to the automatic rate increases, either BB&K or the Client may initiate consideration of a rate increase at any time.

**EXHIBIT “B”  
TO  
AGREEMENT FOR GENERAL COUNSEL LEGAL SERVICES  
BETWEEN  
ALTADENA LIBRARY DISTRICT  
AND  
BEST BEST & KRIEGER LLP**

**THIRD PARTY REIMBURSABLE BILLING POLICIES**

1. Third Party Reimbursable Legal Services - Description. Third Party Reimbursable Legal Services shall include legal services provided to the Client for which the Client receives reimbursement from a developer or other third party. These reimbursable legal services include, but are not limited to, review of CC&Rs; establishment of financing districts (i.e., Community Facilities Districts; Assessment Districts; Landscape and Lighting Maintenance Districts); the processing of land use/environmental projects for which the Client is entitled to reimbursement, as well as defending any challenges to project entitlements or any dispute or litigation related to such reimbursable legal services.

2. Third Party Reimbursable Legal Services - Rates. The Client shall pay for Third Party Reimbursable Legal Services at BB&K’s then current published standard private client rates, minus ten percent (10%). Upon execution of this Agreement, BB&K shall provide a copy of its published rate schedule to the Client. BB&K shall also provide annual written updates to the Client when changes are made to the published rate schedule.

**EXHIBIT “C”  
TO  
AGREEMENT FOR GENERAL COUNSEL LEGAL SERVICES  
BETWEEN  
ALTADENA LIBRARY DISTRICT  
AND  
BEST BEST & KRIEGER LLP**

**PUBLIC FINANCE & BOND BILLING POLICIES**

Public Finance & Bond Rates. BB&K will provide bond counsel, special counsel or disclosure counsel services at the request of the Client. Such bond counsel and special counsel services include the preparation of all legislative approvals and legal documentation relating to the appropriate sale and delivery of the bonds, notes or other obligations. BB&K will also prepare such closing certificates and legal opinions necessary for the delivery of the bonds. As disclosure counsel, we will prepare the disclosure documents for the Client and conduct the necessary due diligence related to the transaction. Our fees will be determined based upon the type of financing and the expected involvement of the attorneys involved. We will provide the Client with a detailed description of our services and our fees and reimbursable costs upon the Client’s request. Notwithstanding the foregoing, in those cases where the fees are reimbursable by a third party, at BB&K’s option it may proceed on an hourly basis and utilize the Third Party Reimbursable Legal Services category provided for in this Amendment, including with respect to services rendered for the formation of, or annexation to, a CFD (of either the District or other local public agency), as well as the negotiation and preparation of funding agreements and joint financing agreements. Legal services related to the Client’s compliance with its continuing disclosure covenants and provide such necessary advice on the Client’s compliance shall be billed as Special Legal Services, above.

**EXHIBIT “D”**  
**TO**  
**AGREEMENT FOR GENERAL COUNSEL LEGAL SERVICES**  
**BETWEEN**  
**ALTADENA LIBRARY DISTRICT**  
**AND**  
**BEST BEST & KRIEGER LLP**

**BB&K BILLING POLICIES**

Our century of experience has shown that the attorney-client relationship works best when there is mutual understanding about fees, expenses, billing and payment terms. Therefore, this statement is intended to explain our billing policies and procedures. Clients are encouraged to discuss with us any questions they have about these policies and procedures. Clients may direct specific questions about a bill to the attorney with whom the client works or to Judy Ismael of our Accounting Department. Any specific billing arrangements different from those set forth below will be confirmed in a separate written agreement between the client and the firm.

Fees for Professional Services

Unless a flat fee is set forth in our engagement agreement with a client, our fees for the legal work we will undertake will be based in substantial part on time spent by personnel in our office on that client’s behalf. In special circumstances which will be discussed with the client and agreed upon in writing, fees will be based upon the novelty or difficulty of the matter, or the time or other special limitations imposed by the client.

Hourly rates are set to reflect the skill and experience of the attorney or other legal personnel rendering services on the client’s behalf. Time is accrued on an incremental basis for such matters as telephone calls (minimum .3 hour) and letters (minimum .5 hour), and on an actual basis for all other work. Our attorneys are currently billed at rates from \$225 to \$750 per hour, and our administrative assistants, research assistants, paralegals and law clerks are billed at rates from \$140 to \$290 per hour. These hourly rates are reviewed annually to accommodate rising firm costs and to reflect changes in attorney status as lawyers attain new levels of legal experience. Any increases resulting from such reviews will be instituted automatically and will apply to each affected client, after advance notice.

Fees For Other Services, Costs and Expenses

We attempt to serve all our clients with the most effective support systems available. Therefore, in addition to fees for professional legal services, we also charge separately for some other services and expenses to the extent of their use by individual clients. These charges include but are not limited to, mileage at the current IRS approved rate per mile, extraordinary telephone and document delivery charges, copying charges, computerized research, court filing fees and other court-related expenditures including court reporter and transcription fees. No



separate charge is made for secretarial or word processing services; those costs are included within the above hourly rates.

We may need to advance costs and incur expenses on your behalf on an ongoing basis. These items are separate and apart from attorneys' fees and, as they are out-of-pocket charges, we need to have sufficient funds on hand from you to pay them when due. We will advise the client from time to time when we expect items of significant cost to be incurred, and it is required that the client send us advances to cover those costs before they are due.

#### Advance Deposit Toward Fees And Costs

Because new client matters involve both a substantial undertaking by our firm and the establishment of client credit with our accounting office, we require an advance payment from clients. The amount of this advance deposit is determined on a case-by-case basis discussed first with the client, and is specified in our engagement agreement.

Upon receipt, the advance deposit will be deposited into the firm's client trust account. Our monthly billings will reflect such applications of the advance deposit to costs and not to attorney's fees. At the end of engagement, we will apply any remaining balance first to costs and then to fees. We also reserve the right to require increases or renewals of these advanced deposits.

By signing the initial engagement agreement, each client is agreeing that trust account balances may be withdrawn and applied to costs as they are incurred and to our billings, after presentation to the client. If we succeed in resolving your matter before the amounts deposited are used, any balance will be promptly refunded.

#### Monthly Invoices and Payment

Best Best & Krieger LLP provides our clients with monthly invoices for legal services performed and expenses incurred. Invoices are due and payable upon receipt.

Each monthly invoice reflects both professional and other fees for services rendered through the end of the prior month, as well as expenses incurred on the client's behalf that have been processed by the end of the prior month. Processing of some expenses is delayed until the next month and billed thereafter.

Our fees are not contingent upon any aspect of the matter and are due upon receipt. All billings are due and payable within ten days of presentation unless the full amount is covered by the balance of an advance held in our trust account. If a bill is not paid within 30 days, a late charge of one percent per month on the unpaid invoice shall be added to the balance owed, commencing with the next statement and continuing until paid.

It is our policy to treat every question about a bill promptly and fairly. It is also our policy that if a client does not pay an invoice within 60 days of mailing, we assume the client is, for whatever reason, refusing to pay. We will then advise the client by letter that the client may pay the invoice within 14 days or the firm will take appropriate steps to withdraw as attorney of record. If the delay is caused by a problem in the invoice, we must rely upon the client to raise

that with us during the 14-day period. This same policy applies to fee arrangements which require the client to replenish fee deposits or make deposits for anticipated costs.

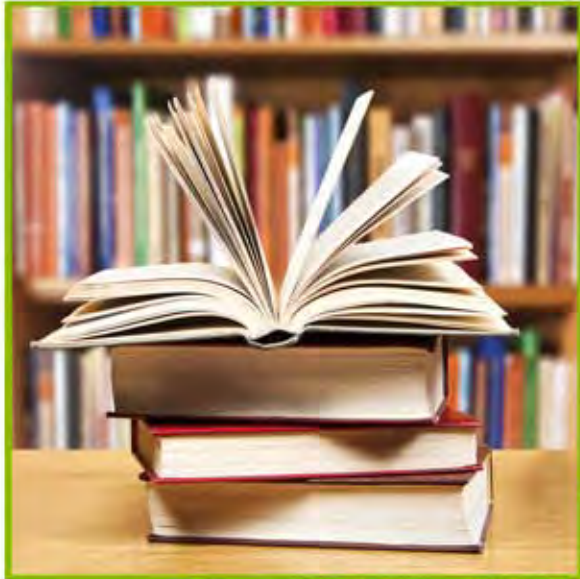
From time to time clients have questions about the format of the bill or description of work performed. If you have any such questions, please ask them when you receive the bill so we may address them on a current basis.

#### Changes in Fee Arrangements and Budgets

It may be necessary under certain circumstances for a client to increase the size of required advances for fees after the commencement of our engagement and depending upon the scope of the work. For example, prior to a protracted trial or hearing, the firm may require a further advance payment to the firm's trust account sufficient to cover expected fees. Any such changes in fee arrangements will be discussed with the client and mutually agreed in writing.

Because of the uncertainties involved, any estimates of anticipated fees that we provide at the request of a client for budgeting purposes, or otherwise, can only be an approximation of potential fees.

**BEST BEST & KRIEGER LLP**



Proposal to Provide  
Legal Services  
to the

## Altadena Library District

Proposed Attorney  
Gregory M. Murphy

Burke, Williams & Sorensen, LLP  
444 South Flower Street, Suite 2400  
Los Angeles, California 90071  
Tel: 213.236.0600  
Fax: 213.236.2700

Submitted April 27, 2018



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Los Angeles, California 90071-2953  
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www.bwslaw.com

Direct No.: 213.236.2818  
jwelsh@bwslaw.com

April 27, 2018

Ryan Roy  
Acting District Director  
Altadena Library District  
600 East Mariposa St.  
Altadena, California 91001

Re: Proposal to Provide General Counsel Legal Services to the Altadena Library District

Dear Mr. Roy:

On behalf of Burke, Williams & Sorensen, LLP ("Burke"), I am pleased to submit this response to the Request for Proposals issued by the Altadena Library District ("District"). Burke is extremely interested in the possibility of providing General Counsel legal services to the District.

Burke was founded in 1927, and is a diverse, dynamic, and preeminent public law firm. For nearly 80 years, the representation of public agencies has been the cornerstone of Burke's legal practice. The firm currently serves the legal needs of over 200 local governmental entities, including special districts, cities, counties, joint powers authorities, and water and school districts. We take pride in our long-standing tradition of providing excellent legal services at reasonable rates and believe our team at Burke offers the depth, expertise, and commitment that the District seeks from its counsel. Ours is a rich tradition of providing high quality advice and services to public agencies. We are prepared to work closely with you in budgeting, performing, reporting on, and updating the legal services you need.

As described in the attached materials, we propose that Gregory M. Murphy serve as General Counsel. Greg will be assisted by a team of Burke attorneys selected to provide able legal representation tailored to the District's needs. As set forth more fully in the pages following Burke provides not only general legal advice to public agencies, but the entire range of legal services the District might need. From litigation to employment matters to real estate and financial transactions, Burke is prepared to be the District's first choice for all of your legal issues.

Thank you for considering us. If you have any questions regarding this proposal, or if you would like additional information, please feel free to contact me at the number listed above. I look forward to hearing from you.

Very truly yours,

Burke, Williams & Sorensen, LLP



John J. Welsh  
Managing Partner

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## BURKE, WILLIAMS & SORENSEN, LLP

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Burke, Williams & Sorensen, LLP is a California limited liability partnership. Burke is comprised of 26 owners under the leadership of a Management Committee and Managing Partner. The firm's Managing Partner, John Welsh, has served continuously in that capacity since January 1, 1997. Details of our firm are listed below.

<b>Firm Name</b>	Burke, Williams & Sorensen, LLP
<b>Founded</b>	1927
<b>Headquarters Office</b>	Burke, Williams & Sorensen, LLP 444 South Flower Street, Suite 2400 Los Angeles, California 90071 Tel: 213.236.0600   Fax: 213.236.2700
<b>Name, Address, Telephone Number, and Email Address of the Proposer's Point of Contact</b>	Gregory M. Murphy, Partner Burke, Williams & Sorensen, LLP 444 South Flower Street, Suite 2400 Los Angeles, California 90071 Tel: 213.236.2835 Email: gmurphy@bwslaw.com
<b>Number of Attorneys</b>	106
<b>Number of Staff</b>	80
<b>Additional Firm Offices</b>	
<b>Inland Empire</b> 1600 Iowa Avenue, Suite 250 Riverside, California 92507 Tel: 951.788.0100   Fax: 951.788.5785	<b>San Francisco</b> 101 Howard Street, Suite 400 San Francisco, California 94105 Tel: 415.655.8100   Fax: 415.655.8099
<b>Oakland</b> 1901 Harrison Street, Suite 900 Oakland, California 94612 Tel: 510.273.8780   Fax: 510.839.9104	<b>Silicon Valley</b> 1503 Grant Road, Suite 200 Mountain View, California 94040 Tel: 650.327.2672   Fax: 650.688.8333
<b>Orange County</b> 1851 East First Street, Suite 1550 Santa Ana, California 92705 Tel: 949.863.3363   Fax: 949.863.3350	<b>San Rafael</b> 181 Third Street, Suite 200 San Rafael, California 94901 Tel: 415.755.2600   Fax: 415.482.7542
<b>Palm Desert</b> 73-929 Larrea Street, Suite 4A Palm Desert, California 92260 Tel: 760.776.5600   Fax: 760.776.5602	<b>Ventura County</b> 2310 East Ponderosa Drive, Suite 25 Camarillo, California 93010 Tel: 805.987.3468   Fax: 805.482.9834

## About Burke

For nearly 80 years, the representation of public agencies has been the cornerstone of Burke’s legal practice. Burke provides public entities with a full range of legal, advisory, transactional, and litigation services organized into seven practice groups: Public Law, Labor and Employment Law, Construction Law, Litigation, Environmental, Land Use and Natural Resources, Real Estate and Business Law, and Education Law. The firm’s 106 attorneys serve clients from nine offices throughout California. With regional offices in Los Angeles, the Inland Empire, Marin County, Oakland, Orange County, Palm Desert, San Francisco, Silicon Valley, and Ventura County, as well as modern modes of communication and travel, we can easily be where our clients need us to be, when they need us to be there.

The legal environment in which public entities are required to function is both diverse and complex. Recognizing this, our Public Law Practice Group contains many sub-groups and teams allowing our attorneys to specialize in particular areas of public law while still maintaining general public law expertise. These sub-groups include, but are not limited to, the following:

<b>Public Entity Administration and Municipal Law</b>	<b>Land Use and Environmental Law</b>	<b>Public Sector Labor and Employment</b>
<ul style="list-style-type: none"> <li>▪ Open Meetings Laws (Brown Act)</li> <li>▪ Public Records Act</li> <li>▪ Conflicts of Interest</li> <li>▪ Election Law Issues – Initiative, Referendum and Recall</li> <li>▪ Public Finance and Taxation</li> <li>▪ Public Works and Contracts</li> <li>▪ Solid Waste Franchising</li> <li>▪ Trial and Appellate Litigation</li> <li>▪ Asset Foreclosure</li> <li>▪ Section 1983 Civil Rights Claims</li> </ul>	<ul style="list-style-type: none"> <li>▪ Land Use Planning and Zoning</li> <li>▪ California Environmental Quality Act (CEQA)</li> <li>▪ Development Agreements</li> <li>▪ Growth Management</li> <li>▪ Historic Preservation</li> <li>▪ Annexation and Incorporation – LAFCO Proceedings</li> <li>▪ Redevelopment and Economic Development</li> <li>▪ Endangered Species</li> <li>▪ Sustainability and Green Building</li> <li>▪ Water Law and Public Trust</li> </ul>	<ul style="list-style-type: none"> <li>▪ Grievances</li> <li>▪ Labor Negotiations</li> <li>▪ Disciplinary Hearings</li> <li>▪ Personnel Advice</li> <li>▪ Trial and Appellate Litigation</li> <li>▪ Meyers-Milias-Brown Act</li> <li>▪ Public Safety Officers Procedural Bill of Rights</li> <li>▪ Title VII</li> <li>▪ California FEHA</li> <li>▪ ADA</li> <li>▪ CalPERS (PERL, PEPRA, PEMHCA)</li> </ul>

More than one-half of our work is for public entities and we currently serve the legal needs of over 200 governmental entities. We are frequent lecturers, speakers, and teachers to numerous associations and clients. Our public lawyers collectively have hundreds of years of experience as general and special counsel for special districts, cities, towns, counties, and other public agencies. The biographies of all of our lawyers, with descriptions of their expertise and experience, can be found on our website at [www.bwslaw.com](http://www.bwslaw.com).

## QUALIFICATIONS

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Burke, Williams & Sorensen, LLP ("Burke") is pleased to present this proposal to provide General Counsel legal services to the Altadena Library District ("District"). As a law firm with a significant commitment to public agencies, we believe we are well-qualified to serve the District's needs. We propose that Gregory M. Murphy serve as General Counsel. Greg is well-qualified and capable of advising the District on all forms of District business, including those areas listed in Section II.B of the RFP, Scope of Services.

Greg joined Burke in 2005 and is a partner in the firm's Los Angeles office. He was admitted to the State Bar of California in 2002 and has over thirteen years of experience in municipal law, including serving as assistant city attorney and deputy city attorney for the cities of Alhambra, Rosemead, Santa Clarita, and Temple City, just to name those located near the District. Greg also has served as General Counsel for the Alameda Corridor-East Construction Authority since 2013 and is aiding the Authority in a unique administrative restructuring process this spring. Greg's qualifications and experience are described more fully below in the Proposed Team section of this proposal.

### Brown Act

We work closely with staff in the preparation of agendas and agenda packets, including reviewing agenda descriptions for open and closed session items and preparing and reviewing agenda reports prepared by staff. We regularly participate in council and board meetings and have substantial experience in advising public clients on meeting procedures, including those involving Robert's Rules of Order and similar parliamentary systems. Members of the firm serve on the Brown Act Committee for the League of California Cities and have been editors and contributors to the Municipal Law Handbook chapter covering the Brown Act.

### Public Records Act

We have extensive experience assisting public agencies in responding to Public Records Act requests. Our attorneys have advised clients on the best practices for dealing with everything from routine to complex and voluminous requests. They are frequent speakers on this topic and have presented seminars using facts from real cases to educate participants about the timing of responses and production of records, realistically evaluating potential exemptions and privileges, standards for production and organizing the production of records, and strategies to deal with problematic or serial requesters.

### Conflicts Of Interest

Burke has placed heavy emphasis on familiarity with California's conflict of interest laws, as well as the regulations promulgated by the FPPC.

Burke attorneys have served as editors and contributors to the League's Municipal Law Handbook on conflict issues, as well as the Institute for Local Government's public ethics materials and the California Special Districts Association's conflict of interest guide. Greg Murphy recently participated with a panel of Burke attorneys in providing a two-hour webinar training on conflicts of interest issues through the Special Districts Association. Members of the firm have sought advice letters from the FPPC as well as provided advocacy in defense of public



officials on conflict issues. Members of our Government Ethics & Transparency Team frequently provide AB 1234 training as well as publish materials on public agency ethics.

## Election Law

We have advised and represented public agencies in virtually all aspects of elections matters, including the establishment of electoral divisions and election processes related to changes in governmental structure. Our attorneys have been involved in both advising and litigating issues related to referenda, initiatives, recalls, and pre- and post-challenges to voter initiatives. Some of those challenges have resulted in published decisions with results that were all favorable to our clients. One such published decision was *Milagra Ridge Partners v. City of Pacifica*, 62 Cal.App.4th 108 (1998), which Burke partner Michelle Kenyon successfully handled on behalf of Pacifica.

## Contracts and Franchises

Our team has great depth in public transactions, public contract work, and development. While Burke features a specialized team of professionals wholly dedicated to public contract and construction work, our general practitioners deal with municipal contracting on a daily basis. Our development experience includes drafting and negotiation of Memorandums of Understanding, Exclusive Right to Negotiate Agreements, letters of intent, leases, purchase and sale agreements, statutory development agreements, loan agreements, agreements for other financial incentives, and special purchase agreements. We also assist with the creation of corporations, limited liability corporations, partnerships, and joint ventures, and with all phases of property acquisition and due diligence, including options, purchase and sale agreements, reversionary interests, deeds, escrow instructions, and special instructions. Finally, our team excels in structuring transactions with multiple parties and multiple sources of funding. The firm currently represents numerous cities and other public entities in these capacities.

## Real Estate

Our team has great depth in public transactions and development. Our experience includes drafting and negotiation of Memorandums of Understanding, Exclusive Right to Negotiate Agreements, letters of intent, leases, purchase and sale agreements, statutory development agreements, loan agreements, and special purchase agreements. We also assist with the creation of corporations, limited liability corporations, partnerships, and joint ventures, and all phases of property acquisition and due diligence including options, purchase and sale agreements, reversionary interests, deeds, escrow instructions, and special instructions. Finally, our team excels in structuring transactions with multiple parties and multiple sources of funding. Burke currently represents numerous cities and other public entities in these capacities.

## Personnel And Disability Laws (Employment)

Burke's Labor and Employment Practice Group consists of over thirty (30) attorneys who advise on and litigate a broad range of labor and employment issues, including labor negotiations, personnel investigations, and disciplinary matters. We negotiate labor contracts for agencies as diverse as Fort Bragg to San Diego. We regularly advise on the entire disciplinary process, from advising Department Heads on managing difficult employees, to preparing disciplinary documents, to sitting in on Skelly hearings, and defending cities in disciplinary appeals and subsequent lawsuits. Because we specialize in public law, we are familiar with the unique

procedural rights that apply to investigations and discipline of public employees. We have attorneys who specialize in especially intricate and timely areas, including discipline of public safety, CalPERS, social media, bullying, and workplace violence. Finally, our attorneys regularly provide training on topics ranging from sexual harassment to best management practices. It is difficult to imagine an employment issue that our team has not confronted or litigated, but if you come up with one, we can almost certainly help you resolve it.

## Employee Relations and Labor Negotiations

The Burke attorneys presented in this proposal not only have extensive labor and employment law experience, but their collective experience and skills will enable the team to provide a well-rounded and thoughtful approach to labor negotiations and labor relations that will greatly benefit the District.

Burke's background and experience in collective bargaining and labor matters is extensive. We serve a diverse array of clients in labor relations throughout the state. For example, we currently represent a number of California cities including Alhambra, Anaheim, Burbank, Chico, Corona, Duarte, Hawthorne, Hemet, Hermosa Beach, Lynwood, National City, Oakland, Palmdale, Piedmont, Rohnert Park, Rosemead, San Diego, San Jose, Santa Clarita, Santa Cruz, Santa Rosa, Seaside, Temple City, and Ventura. We also currently provide labor relations services to counties and special districts throughout the state, including, Bear Valley Community Services District, Irvine Ranch Water District, Omnitrans, Orange County Water District, Santa Cruz Port District, and Sunline Transit Agency.

Our attorney negotiators have experience bargaining with a wide array of unions, including, but not limited to the following: Police and Fire, Police and Fire Management, various affiliates of International Union of Operating Engineers, Stationary Engineers, Teamsters, SEIU, Local 1021 and other affiliated locals, AFSCME, and a variety of public safety unions representing public agency general employees, management, and confidential employees.

When necessary, we also lead agencies through the impasse process. We have extensive experience with impasse and factfinding, and are prepared to navigate the MMBA factfinding requirements, if necessary. Finally, although we pride ourselves on our ability to reach agreements and avoid impasse disputes that may lead to strikes, we have experience advising public agency clients on responding to a variety of concerted activities, including seeking injunctions and other strategic responses to such activities.

## Tort Liability and Risk Management

Burke attorneys have handled countless government tort cases for the firm's public agency clients and have an in-depth knowledge of the Tort Claims Act and requirements for filing claims and lawsuits against public agencies.

Burke public law litigators believe in keeping our clients fully informed as to the status of claims and to provide early advice on whether settlement is advisable. If a matter should be settled, then that decision should be reached as soon as possible in order to save legal defense costs.

Once matters are in litigation, we take a hands-on approach by personally investigating accident sites with the entity's staff and claims administrators, as well as developing a comprehensive litigation approach to minimize legal costs while providing an aggressive defense of our clients. We have worked with many public joint powers insurance authorities

(CJPIA, ICRMA, etc) as well as private insurers and self-insured entities, and are experienced with handling claims in a manner meeting strict claim administration requirements. We pride ourselves on regular and effective communication with our clients and insurers to meet their needs throughout all aspects of litigation. Most of all, we pride ourselves on winning cases and on good results.

## Training

We offer training programs focused on your needs.

**Basic training** programs are prepared and presented by your General Counsel Team at minimal cost to the District. These programs are intended to help keep Board members and employees up-to-date on current laws and practices. This component includes:

- Focused Trainings on the Brown Act, Conflicts of Interest, or Public Ethics
- AB 1234 Training
- Basic Contract Drafting and Administration
- Public Document Retention and Destruction
- Public Records Act Training

**Specialized Presentations:** For a modest fixed price, you pick the topic and we will prepare the presentation for you. Recent specialized presentations have included:

- Prevention of Sexual Harassment
- Compliance with Federal and State Disability Laws
- Discrimination Training
- Handling Public Contract Bid Disputes
- Public Employee Retirement Benefits
- Local Public Employee Discipline, Discharge, and Procedure: Avoiding Costly Mistakes
- Social Media: Policies and Best Practices
- Compliance with Leave of Absence Laws
- Updating Employee Handbooks
- Addressing Workplace Violence
- FLSA Compliance
- Let's Be Clear: Plain Language for Local Government

## Review of Resolutions and Staff Reports in Preparation for Meetings

We regularly work closely with public entity staffs in the preparation of agendas and agenda packets, including reviewing agenda descriptions for open and closed session items and preparing and reviewing staff reports, resolutions and where appropriate, ordinances. We routinely participate in Board meetings and have substantial experience in working with clients to ensure compliance with Brown Act and due process requirements. Our attorneys are experts in the application of the Brown Act and have experience in all aspects of the Brown Act, including litigation and grand jury issues. Members of the firm serve on the Brown Act Committee for the League of California Cities and have been editors and contributors to the

Municipal Law Handbook chapter covering the Brown Act. We track the development of significant relevant legislation and court rulings and regularly publish updates and analyses. For example, we prepared and circulated to clients extensive analyses of the California Supreme Court's decision in *City of San Jose, et al. v. The Superior Court of Santa Clara County (Smith)*, which involved a public records request seeking emails and text messages sent or received on private electronic devices used by officials and employees of the City of San Jose.

## Litigation

Our team has deep experience in litigation of virtually every major issue facing public agencies. Whether land use writs and CEQA challenges, or breach of contract cases, our litigators have handled it. We defend public agencies in the full range of municipal issues in both federal and state courts, administrative and governmental agency proceedings, arbitrations and appeals. We also represent employers in disciplinary, grievance and benefit proceedings. We have, time and time again, achieved superb results for our clients, through dismissals (e.g. demurrer, summary judgment), trial verdicts and appellate decisions. Collectively, our entire team has handled several hundred cases in state and federal court, and has tried over one hundred cases. In cases where litigation is unavoidable, our familiarity with each of our public agency clients' needs and operations assists in formulating overall defense strategies, allowing us to provide focused and effective assistance. Our approach to the litigation process narrows risk, eliminating issues and entire actions through targeted and effective motions and tactics. We have an excellent record at trial.

Having both public law and litigation acumen "under one roof" affords Burke the opportunity to tailor our litigation services to better meet the particular needs of our public sector clients and promotes more effective litigation management. Defense of public sector clients often entails detailed knowledge of statutory immunities, pre-litigation notice requirements, and other circumstances unique to public entity litigation, and Burke's vast experience in these areas enables us to draw upon prior work product to provide more efficient and successful solutions for our clients statewide. Our public law attorneys have successfully served as lead attorney involving the full array of public agency law issues in litigation at both state and federal trial and appellate courts, including written appearances in the U.S. Supreme Court.

We have worked with many public joint powers insurance authorities (CJPIA, PORAC, REMIF, ABAG, etc.), as well as private insurers, and are experienced with handling claims in a manner meeting strict claim administration requirements. We pride ourselves on regular and effective communication with our clients and insurers to meet their needs throughout all aspects of litigation. In many cases, our advice attorneys are also litigators, giving them the ability to advise the District on best practices, as well as best approaches to avoid future litigation. Most of all, we pride ourselves on winning cases and on good results.

## SERVICES NOT PROVIDED

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Burke does not provide workers' compensation or bond counsel services. If these issues arise, we will work with the District Manager to recommend firms with which we have a working relationship for interview and selection by the District Board.

We propose to provide services to the District in all of the areas listed in the RFP, including: Brown Act, Public Records Act, conflict of interest, election law, contracts, leases and other property transactions, personnel and disability matters, employee relations and labor negotiations, litigation, tort liability, and risk management.

We are able to attend the District's regular meetings as well as other special workshops and meetings, and we are prepared to draft, review, and/or approve ordinances, resolutions, staff reports, contracts, deeds, leases and other legal documents as needed.

Finally, we are prepared to provide training in all of the areas listed above to meet the District's needs.

## PROPOSED TEAM

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We have assembled a solid team of experienced practitioners to provide the District with the responsiveness and quality of legal services consistent with our 90-year history with a breadth of experience in our many practice areas. We are pleased to propose Gregory M. Murphy as our lead attorney, operating from our Los Angeles office. Greg has extensive experience in representing California public entities and will have the primary responsibility for overseeing the legal services provided to the District. This oversight will ensure consistency, responsiveness, and efficiency. In the event Greg is unavailable, Christina Burrows will serve in his absence. Backing Greg and Christina and providing assistance in their own areas of specialty will be the entire Burke team, a selection of whose biographies are included for your review as Attachment A of this proposal.

### Gregory M. Murphy

Gregory Murphy has general knowledge of all municipal and public law issues and is readily familiar with all aspects of the Brown Act, California conflict of interest laws, and California and Federal public contract laws and regulations. He currently serves as a Vice-Chair of Burke's Public Law Practice Group and has been the General Counsel for the Alameda Corridor-East Construction Authority since 2013. He is well-versed in public contract law and in property acquisition and brings his talents in both areas to bear for the firm's clients.

Greg also works extensively in land use and planning law, and regularly practices in all aspects of the California Planning and Zoning Law, the Subdivision Map Act, and the California Environmental Quality Act. He has advised planning commissions for almost his entire tenure at the firm, including advising on large-scale residential projects, commercial projects that include both negotiated agreements and traditional governmental approvals, and annexations. Greg drafts development agreements and property disposition agreements, and monitors compliance with agreements throughout the development process. He has also advised public and private clients on economic development matters and inter-agency relationships and public-private agreements, including assisting a client in obtaining Federal Aviation Administration approval for the release of airport-related land, and assisting in the development of affordable housing. His experience also includes advising clients on inverse condemnation issues and regulatory takings claims.

### Christina M. Burrows

Christina Burrows is an attorney in Burke's Los Angeles office and is a member of the Public Law Practice Group. Christina has experience advising special district boards, city councils, and planning commissions on issues related to the Brown Act, the Public Records Act, California conflict of interest laws, the Elections Code, and First Amendment issues. In addition to her advisory work, Christina negotiates and drafts purchase and sale agreements and professional services contracts on behalf of public agency clients.

## RESPONSE TIMES

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In most instances we are able to provide a substantive response to routine questions immediately or within 24 hours. When a response requires additional research or review of documents, a response time will be arranged to fit the needs of the District. Typically, our average response time for complex matters is between three and seven business days.

## REFERENCES

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We are proud of our service record with our clients. We encourage you to contact the existing client references listed below about the merits of Burke, its personnel, and its services.

Client Name and Address	Contact   Tel   Email
Alameda Corridor-East Construction Authority (ACE) 4900 Rivergrade Road, Suite A120 Irwindale, CA 91706	Mark Christoffels, CEO 626.962.9292 mchristoffels@theaceproject.org
City of Temple City 9701 Las Tunas Drive Temple City, CA 91780	Bryan Cook, City Manager 626.285.2171 bcook@templecity.us
Rancho Simi Recreation and Park District 1692 Sycamore Drive Simi Valley, CA 93065	Larry Peterson, District Manager 805.584.4406 larry@rsrpd.us
City of Atascadero 6500 Palma Avenue Atascadero, CA 93422	Rachelle Rickard, City Manager 805.470.3400 rrickard@atascadero.org

## RATES

We believe that the rates quoted below are reasonable and competitive.

### Hourly Rates

Staffing	Hourly Rate
Partners	\$295
Associate Attorneys	\$245
Paralegals	\$150

### Adjustments

The rates for legal services quoted in this proposal will remain in effect for the first two years of the contract. Thereafter, unless otherwise negotiated, rates may be adjusted based on a standard annual adjustment upon consultation with the District Director and approved by the Board as part of the Board's standard budget adoption process, equal to the greater of the average Consumer Price Index for the previous four quarters or any across the board salary increase granted to represented management personnel within the district.

### Reimbursements

We routinely charge our clients for our direct out-of-pocket expenses and costs incurred in performing the services. These costs and expenses commonly include such items as reproduction of documents, facsimile, mileage reimbursement for travel at the IRS approved rate, and other costs reasonably and necessarily incurred in performing services for the District. We do not charge a service fee or overhead for cost reimbursement items. We also do not charge for computer or word processing time. Reimbursement amounts may be adjusted annually.

Expense	Rate
In-house reproduction charges	
black and white	20¢ per page
color	\$1 per page
Mileage	54.5¢ per mile (or current IRS rate)
Facsimile	\$1 per page
All other costs reasonably and necessarily incurred in performing services for the District	at cost

## Billing Format and Procedure

Bills are sent out each month invoicing charges for the prior month. Fees for our services are charged in increments of 1/10th of an hour. The bills provide a specific description of the work performed by all attorneys, the time actually spent on the work item, and the billing rate of the attorney. These bills also contain itemized descriptions of any out-of-pocket expenses incurred during the prior month.

## STANDARD CONTRACT

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A copy of Burke's standard contract is included as Attachment B.

## CONCLUSION

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Burke has the experience, dedication, and resources to serve the District's needs ethically, efficiently, and cost-effectively. We will be happy to provide you with any additional information you require about our firm and welcome the opportunity to meet face-to-face to discuss Burke's capabilities and readiness to represent the Altadena Library District. We appreciate your consideration of our proposal.



## ATTACHMENT A – PROFESSIONAL SUMMARIES



### Gregory M. Murphy

Greg Murphy is a partner based in the firm's Los Angeles office. He currently serves as General Counsel for the Alameda Corridor-East Construction Authority and as a Vice-Chair of the firm's Public Law Practice Group. Greg has general knowledge of all municipal and public law issues and is readily familiar with all aspects of the Brown Act, California conflict of interest laws, and California election laws.

Greg focuses his practice on the areas of land use and development, public contract and prevailing wage law, the dissolution of redevelopment, and municipal economic issues. He regularly advises clients on transactional and regulatory matters related to development and construction on both private and public projects. He also deals with water and other utility issues as they relate to development and public construction projects and to the rights and duties of public entities and developers.

In addition to his work for the Alameda Corridor-East Construction Authority, Greg serves as assistant or deputy city attorney to a number of cities and as assistant general counsel to several public entities. He has significant experience working with elected and appointed officials, including the navigation of delicate issues with politically-divergent boards. In the course of his general municipal work, Greg has focused particularly on election law issues, prevailing wage law, and Brown Act compliance. For the past four years, Greg has been a member of the League of California Cities *Municipal Law Handbook* Editorial Board.

While Greg's practice focuses on transactional and advisory work, he does engage in litigation related to development issues and election contests.

### Representative Matters

#### Land Use and Real Estate

Greg worked with a county redevelopment agency to set up a unique community services program whereby enhanced levels of code enforcement, law enforcement, and public works services are provided to the redevelopment project area and funded in part with redevelopment moneys.

He aided a city and its redevelopment agency in the negotiation and drafting of a complex disposition and development agreement designed to transform a block of underutilized housing into a medical office building.

#### Partner

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#### PRACTICE GROUPS

Environmental, Land Use, and  
Natural Resources  
  
Public Law  
  
Real Estate & Business Law

#### EDUCATION

J.D., *cum laude* and Order of  
the Coif, Loyola Law School,  
2002  
  
B.A., University of Notre Dame,  
1996

#### ADMISSIONS

California State Bar, 2002  
United States District Court,  
Central District, 2008

Greg advised a redevelopment agency on the purchase of a commercial/residential building in a redevelopment project area and the subsequent negotiation of a long-term building lease for the creation of community art space and live/work lofts for artists. His work included analyses of agency options, drafting the purchase agreement and long-term lease, as well as negotiating deferred rental payments.

He negotiated and drafted an Owner Participation Agreement under which an historic commercial/residential building would be substantially renovated to provide restaurant, retail, and commercial uses on ground floor and live/work space on second floor. The work included negotiation of relocation assistance and negotiation of long-term operating covenants.

Greg negotiated the \$3 million+ redevelopment agency assembly of vacant parcels and sale of the parcels to the California Administrative Office of the Courts (AOC) for use as new courthouse. The transaction involved complex negotiations with the previous owner including clearing title of a number of liens, tax liens and judgment debts; drafting of purchase and sale agreements; interaction and negotiations with AOC and State Department of General Services on title issues, property condition, and redevelopment issues; processing lot line adjustments and other land use approvals in order to allow for the sale to AOC; and oversight of environmental remediation prior to the final sale.

He regularly advises on pre-litigation eminent domain and takings matters, including the potential for inverse condemnation arising out of regulatory takings and physical invasions. He understands the risks involved with antiquated subdivisions and land use in suburban areas and is able to help cities chart a course that will limit exposure to liability when exposure cannot be eliminated.

Greg worked with three cities – two urban and built-out and one suburban – to update their general plans, adopt specific plans, and substantially or wholly rewrite their zoning codes to modernize land use and development within their jurisdiction.

He has advised on approvals related to charter schools and to religious land use, in each case avoiding potential challenges to application denials by focusing on legally sound reasons for denial supported by record evidence.

### **General Municipal and Public Advisory**

Greg aided several cities with complex and sometimes urgent issues related to medical marijuana and he regularly consults with the firm's chief medical marijuana litigators to understand the ever-changing nature of marijuana regulation in the State.

He has significant legal experience in public contract law including bid protests, claims, terminations, and advisory work. He has recently worked with clients to enforce bond obligations against contractors for failure to properly perform public works projects. He also enforces bond obligations on private contractors who fail to meet public works obligations imposed on their projects.

Greg consults with clients regularly on conflicts of interest issues, focusing on preventing potential conflicts and warding off the appearance of conflicts while still allowing officials to engage in the political process whenever legally feasible.

He drafts form and single-project contracts for client use, including form public works agreements and form consultant and design consultant agreements, and regularly advises clients on the intricacies of indemnity and waiver issues in public contracting.

Greg regularly advises clients on regulatory takings and inverse condemnation issues with an eye to avoiding litigation by understanding the limits of regulatory takings law and communicating early with potentially-affected private interests.

### **Litigation and Advocacy**

Greg represented a city in a particularly contentious election contest dealing with the validity of signatures on vote by mail and provisional ballot envelopes. The court ultimately upheld the results of the election.

Greg has also litigated the validity of ballot measures, including seeking an emergency writ from the California appellate court to stay an interlocutory order of a trial court that would have barred an initiative from the ballot.

Greg represented a community services district in proceedings before the Central Coast Regional Water Quality Board relating to the Board's requirement that the community implement a sewer system in a prohibition zone. Greg's advocacy resulted in the scheduling of enforcement of cease and desist orders against individual violators to accommodate the County of San Luis Obispo's takeover of the sewer project such that the individuals have not been fined under the orders to date.

Greg advocated on behalf of another community services district against a private corporation that had purchased a small-scale water distribution company and was seeking to expand operations. After nearly 18 months of litigation, the Public Utilities Commission's administrative judge crafted an order limiting the corporation to its current provision of service and opening the door to PUC regulation of the corporation if it exceeded that current service.

Greg represented a city before a State appellate court regarding the validity of land use approvals in light of certain water delivery findings made in the environmental impact report drafted to satisfy the California Environmental Quality Act, working with attorneys for the developer to attain overwhelming findings in favor of the validity of the city's approvals.

### **Affiliations**

California State Bar Association

Los Angeles County Bar Association

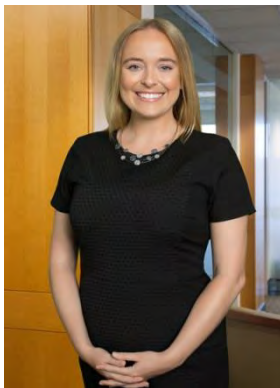
### **Publications & Presentations**

Sanctuary Cities: A Legal Guide, 2017 City Attorney Association of Los Angeles County (CAALAC) Biennial Conference, Huntington Beach, March 19 2017

City of Arlington v. Federal Communications Commission: The Fifth Circuit Upholds the FCC Shot Clock Rule, *Public Law Update*, February 2012

The Aftermath of CRA v. Matosantos and the Post-ABx1 World, *Public Law Update*, January 2012

Automatic Extension for Subdivision Maps, *Public Law Update*, August 2008



## Christina M. Burrows

Christina Burrows is an associate attorney in the firm's Los Angeles office and is a member of the Public Law Practice Group. Christina regularly advises cities and other public agencies on a variety of public law issues, including the Government Claims Act, the Public Contract Code, the Public Records Act, and the Brown Act. Christina has served as counsel during City Council, Planning Commission and Board of Directors meetings. In addition, Christina has successfully defended cities and other public agencies in breach of contract, tort, and employment lawsuits.

### Associate

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cburrows@bwslaw.com

### PRACTICE GROUPS

Public Law

### EDUCATION

J.D., University of California,  
Los Angeles School of Law,  
2013

B.A., University of California,  
San Diego, 2009

### ADMISSIONS

California State Bar

United States District Court for  
the Central District of California

United States Court of Appeals  
for the Ninth Circuit



## Sheila Delshad

Sheila Delshad represents clients in various labor and employment law matters. Her counseling practice focuses on discrimination, harassment, retaliation, wage and hour claims, independent contractor issues, employment contracts, due process, medical leaves and disability accommodation and public pension and health benefits. Sheila also has extensive experience counseling and assisting clients with internal reviews and revisions of employment policies and procedures, as well as conducting neutral investigations of workplace complaints.

Sheila has served as lead labor negotiator for multiple collective bargaining agreements and continually advises employers on an array of labor relations matters such as the meet and confer process, grievances, discipline, layoffs, reorganizations and contracting out.

Sheila's litigation practice includes considerable work defending public agencies against class action claims of worker misclassification and discrimination. She has defended and counseled employers in matters involving both state and federal law, such as equal employment opportunity under Title VII, the Family and Medical Leave Act, the Americans with Disability Act, the Fair Labor Standards Act, the California Family Rights Act, the California Pregnancy Disability Leave Act and the Meyers-Milias-Brown Act.

While attending University of Southern California Law School, Sheila represented indigent clients with USC's Immigration Law Clinic and with Bet Tzedek Legal Services. Sheila has also served as an extern to the United States Attorney's Office and as a law clerk to the Metropolitan Water District of Southern California.

### Publications & Presentations

Legal Trends, *Burke, Williams & Sorensen, LLP*, 2008-2011, 2013-2015

Pocket Guide to Disability Discrimination in the California Workplace, *CPER*, October 2015

Pattern of Retaliatory Conduct Against Employee on Active Military Duty Violates Federal Law, August 2007 Labor & Employment Law Update

### Partner

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sdelshad@bwslaw.com

### PRACTICE GROUPS

Labor & Employment Law

### EDUCATION

J.D., University of Southern  
California Gould School of  
Law, 2002

B.A., Philosophy & Psychology,  
University of Southern  
California, 1998

### ADMISSIONS

State Bar of California  
United States District Court,  
Central District



## Mark J. Mulkerin

Mark Mulkerin's practice includes litigation and commercial matters for public and private entities in a wide variety of subject matters.

Mark has successfully represented clients in eminent domain, inverse condemnation, land use, ground and riparian water matters, public works, construction law and construction defect actions, business and finance matters, products liability, complex business and personal tort, and computer and Internet-related litigation.

Mark has successfully defended public entities, developers, and general contractors, subcontractors, architects, engineers, and other design professionals in multi-party construction defect actions, as well as in general legal matters. He also has successfully represented public entities, businesses, and individuals both in the defense and prosecution of civil litigation claims. Mark has also represented EarthLink Network, Inc. and other commercial enterprises in computer law, general business, and Internet-related matters.

### Partner

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main: 949.863.3363  
fax: 949.863.3350  
mmulkerin@bwslaw.com

### PRACTICE GROUPS

Education Law  
Litigation  
Public Law  
Real Estate & Business Law

### EDUCATION

J.D., Loyola Law School, 1993  
Studied at London School of  
Economics  
B.A., International Relations,  
Stanford University, 1988

### ADMISSIONS

State Bar of California, 1993  
United States District Court for  
the Central, Eastern, Northern,  
and Southern Districts of  
California, 1994

### Affiliations

Orange County Bar Association



## Traci I. Park

Traci Park exclusively advises and assists employers and management in labor and employment law and civil rights litigation. Her wide-ranging practice includes representing clients in FEHA, Title VII, wrongful termination, employee compensation and civil rights matters. Traci has extensive trial and appellate experience, and she regularly handles grievance arbitrations, disciplinary appeals, administrative hearings, and agency investigations.

Traci also has a significant counseling practice, which includes drafting employment policies, performing employment law compliance audits, and advising on employee discipline, performance management, and due process issues. Traci is a member of the Association of Workplace Investigators and frequently serves as a personnel investigator and neutral fact-finder.

Traci regularly advises employers about issues and policies related to cyber-security, social media, and on-line conduct of employees and elected officials, and she regularly writes for the *California Lawyer Magazine* Social Media Column. She contributes to a number of treatises, including the 2010-2017 editions of *Legal Trends* and the 2001-2007 editions of *The California Employer*. Traci recently authored articles on use of social media by police, social media policies for public entities, defining on-line threats, social media and the First Amendment, AB1825 and elected officials, and litigating sexual harassment in the #MeToo environment.

Traci is an experienced trainer who has conducted hundreds of seminars on all aspects of employment law and civil litigation. Her recent presentations include Facebook and the First Amendment, hacking and cyber-misconduct, privacy and privilege in litigation, harassment prevention, social media in the workplace, managing difficult employees, HR boot camp for managers, workplace hazing, bullying and violence, administering protected leaves of absence, strategies to prevent lawsuits arising from terminations, disability discrimination, conducting lawful workplace investigations, and effective discipline and workplace documentation.

Traci regularly conducts employment law training for members of the California Joint Powers Insurance Authority. She has recently presented for the California State Bar and the PARMA, IPMA-HR International, CalPELRA, CSDA and League of California Cities conferences, among others.

Traci likes surfing, Facebook, and the Los Angeles Chargers.

### Partner

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### PRACTICE GROUPS

Labor & Employment Law  
Litigation  
Public Law

### EDUCATION

J.D., Loyola Law School, 2001  
B.A., American History, Johns  
Hopkins University, 1997

### ADMISSIONS

State Bar of California, 2001  
United States Court of Appeals  
for the Ninth Circuit, 2001  
United States District Court for  
the Central, Eastern, Northern,  
and Southern Districts of  
California, 2001  
California Supreme Court,  
2001  
United States Supreme Court,  
2017

## Representative Litigation Matters

### Labor and Employment Litigation

- *Weibezhal v. Raytheon Company and Justin Busse* – Age discrimination, retaliation, wrongful termination. Jury verdict for the defense on all claims; affirmed on appeal.
- *Wiebezhal v. Raytheon Company, Justin Busse, Jim Barlow, Margaret Carter, Josephine Lee and Brent Young* – Defamation and interference with prospective economic advantage. Summary judgment granted for defense.
- *Allen v. Raytheon Company* – Age and race discrimination, retaliation, wrongful termination. Summary judgment granted for defense.
- *Cho v. Raytheon Company and Barry Caires* – Wrongful termination, defamation, violation of Labor Code 432.7, PAGA. Settled day before trial.
- *Bielska v. Aspire Home Health Care, Inc.* – Failure to pay wages and overtime, whistleblower retaliation, wrongful termination. Summary adjudication of whistleblower and termination claims; wage and hour claims settled; remainder currently on appeal.
- *Beilke v. Central Basin Municipal Water District* – Whistleblower retaliation, disability discrimination, failure to accommodate, wage and hour violations, PAGA. Settled days before trial.
- *Roshanian v. City of Oxnard* – Breach of contract, wage and hour violations, interference with contractual relations (CalPERS). Dismissed upon demurrer.
- *Grobesson v. City of Los Angeles* – Wrongful termination, sexual orientation discrimination, retaliation. Settled after 11 days of trial.
- *Melinte v. City of Alhambra* – Disability discrimination, failure to engage in the interactive process, failure to accommodate, wrongful termination. Settled.
- *Vangsness v. City of Anaheim* – Retaliation, Section 1983 civil rights claims. Settled.
- *DeSouza v. City of Anaheim* – Disability discrimination, failure to accommodate, failure to engage in the interactive process. Settled.
- *Toh v. City of Alhambra* – Wrongful termination, retaliation, and race discrimination. Settled.
- *Hatzbanian v. City of Alhambra* – Wrongful termination, retaliation, and race discrimination. Settled.
- *Fong v. City of Alhambra* – Civil rights violations and defamation. Settled.
- *Boone v. Technicolor, Inc.* – Wage and hour. Settled after one day of trial.
- *Greene v. Party City* – Wage and hour class action. Settled.
- *D'Ausilio v. City of Alhambra*, 193 Cal. App. 4th 1301 (2011) – Breach of employment contract, civil rights violations and retaliation. Prevailed on anti-SLAPP motion; affirmed on appeal.
- *Mattel, Inc. v. Carter Bryant* (Bratz dolls Litigation) – Breach of employment contract, trade secrets. Settled.
- *Gonzalez v. Tri-City Healthcare District* – Breach of employment contract. Settled.



- *Cychner v. Food4Less Holdings, Inc. and Ralphs Grocery Company* – Wage and hour class action. Settled.
- *Alvidres v. City of Alhambra* – Discrimination and harassment based on race, sexual orientation and disability, retaliation, failure to prevent harassment and discrimination. Dismissed upon demurrer.
- *LoDolce v. Polyclad Laminates*, 2005 WL 469175 – Age discrimination. Summary judgment granted for defense.
- *Zamano v. Medworks* – Wage and hour, national origin discrimination, and retaliation. Summary judgment granted for defense.
- *Mathieu v. Norrell Corporation*, 115 Cal. App. 4th 1174 (2004) – Sexual harassment, retaliation, wrongful termination and sex discrimination. Summary judgment granted for defense.
- *Kinsey v. CCL Plastic Packaging, Inc. and Preferred Personnel Corp.* – Sexual harassment, sex discrimination, and wrongful termination. Summary judgment granted for defense.
- *Trottman v. Southern California Edison* – Age discrimination and harassment and retaliation. Summary judgment granted for defense.
- *Porto v. Southern California Edison* – Harassment and discrimination based on sex and sexual orientation, constructive discharge. Summary judgment granted for defense.
- *Archer v. K-Mart Corporation and Douglass Dejarnette* – Labor code violations, age and national origin discrimination and harassment, retaliation. Summary judgment granted for defense.
- *McDonough v. Initiative Media North America and Randy Bixler* – Sexual harassment, sex discrimination, constructive discharge. Summary judgment granted for defense.

## Recent Presentations

Think Before You Tweet: Social Media Basics for Local Government Officials, Webinar, November 14, 2017

Preventing Workplace Harassment, Discrimination, and Retaliation for Elected Officials, League of California Cities Annual Conference, Sacramento, September 14, 2017

Communications and the New Media, League of California Cities New Mayors and Councilmembers Academy, Sacramento, January 19, 2017

Power of the Pen: How Leaders Create Effective Documentation in the Workplace, CSDA Leadership Summit, Newport Beach, June 26, 2017

When the Chips are Down: Learning from the HR Headlines, IPMA-HR Annual Training Conference, Las Vegas, April 27, 2017

Managing Social Media in the Public Workplace, SCPMA-HR Conference, Alhambra, March 16, 2017

Power of the Pen, SCPLRC Annual Conference, Lakewood, February 16, 2017

Managing the Virtual Playground: What Every HR Professional Needs to Know about Social Media, CALPELRA Annual Training Conference, November 4, 2016

Keeping Score: Creating Effective Documentation, CALPELRA Annual Training Conference, November 2, 2016

Escaping the Cyclone: Choose Your Own Disability Adventure; and Sunny Days Ahead: Criminal Background Checks, 21st Annual California JPIA Risk Management Educational Forum, October 13, 2016

Keep Calm and Update Your Status: Emerging Trends in Social Media, CSDA GM Leadership Summit, June 14, 2016

Conducting Totally Tubular Workplace Investigations, IPMA-HR Annual Training Conference, April 27, 2016

Facebook v. First Amendment, PARMA Annual Conference, February 24, 2016

Don't Let One Bad Apple Spoil the Bunch: Dealing with Difficult Employees, CSDA GM Leadership Summit, July 14, 2015

It's All Fun and Games Until the Flying Monkeys Arrive: Dangerous Workplace Conduct, 2015 IPMA-HR Conference, April 30, 2015

If I Had Only Used My Brain: Creating Effective Documentation in the Workplace, 2015 IPMA-HR Conference, April 29, 2015

Employment Law Update, San Diego City Attorneys' Association, March 27, 2015

HR Boot Camp, CSDA Board Secretary/Clerk Conference, February 2015

Hacking, Threats, and Other Cyber-Misconduct, Safety Center, Inc., January 2015

### **Affiliations**

California State Bar; Labor and Employment Law and Public Law Sections; Los Angeles County Bar Association; Labor and Employment Law Section

Association of Workplace Investigators

National Association of Professional Women



## Brian A. Pierik

### Education and Employment:

Brian Pierik received his Bachelor of Arts degree in Political Science from Loyola University in Los Angeles his Juris Doctor degree from Loyola School of Law where he was a member of the Moot Court Team and a Teaching Fellow. Brian joined the Law firm of Burke, Williams & Sorensen, LLP and has been a partner since 1982 and concentrating his practice in public law.

### Experience:

Brian is the City Attorney for the City of Camarillo and the City of Atascadero and the Assistant City Attorney for the City of Santa Clarita. Brian is also the District Counsel for the Rancho Simi Recreation and Parks District which owns and operates 55 parks in the City of Simi Valley and surrounding areas of Ventura County.

Brian has also served as special counsel to over 30 cities and other public agencies in California. Brian has advised public agencies in a wide range of matters including: public works, Brown Act, Public Records Act, conflicts of interest, drafting ordinances, resolutions and contracts, AB 1234 training, elections, transportation; airport issues, criminal prosecution for violations of City codes, civil rights, planning, environmental, land use, property transactions (sales, purchases, leases, licenses), growth control, administrative law, tort and other liability, employment law, litigation, appeals, , eminent domain, inverse condemnation, land movement, and many other public law matters.

### Presentations:

Brian has written and presented papers before the:  
City Attorneys Department of the League of California Cities,  
City Attorneys' Association of Los Angeles County,  
California Specialized Training Institute,  
Public Works Officers Institute,  
City Clerk's Department of the League of California Cities, and  
Southern California Water Utilities Association.

### LITIGATION EXPERIENCE

Brian has also successfully represented many public agencies throughout California in litigation in both the trial courts and appellate courts including the following cases:

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#### PRACTICE GROUPS

Public Law  
Litigation  
Construction Law

#### EDUCATION

J.D., Loyola School of Law,  
1974  
B.A., Political Science, Loyola  
University, 1971

#### ADMISSIONS

California State Bar, 1974  
United States Court of Appeals  
for the Ninth Circuit,  
1988  
United States District Court,  
Central District, 1974

**Land Use:** *City of Goleta v. Superior Court* 40 Cal. 4th 270 (2006). In this writ action, the developer obtained approval from the County of Santa Barbara of a Vesting Tentative Tract Map. However, the City of Goleta was then incorporated and when the Final Map was presented to the City Council it was denied. The developer filed a Petition for Writ of Mandate with the Superior Court in Santa Barbara arguing that the City did not have the discretion to deny the Final Map. The California Supreme Court ruled in favor of the City finding that a newly incorporated City does have the authority to deny the Final Map.

**Land Use:** *Gong v. City of Rosemead* 226 Cal. App. 4th 363 (2014). Developers brought an action against the City for fraud, extortion, assault and battery, intentional infliction of emotional distress and promissory estoppel. Brian represented the City of Rosemead. The trial court granted judgment in favor of the City which was affirmed by the Court of Appeal. This is an important case for public agencies with regard to many issues including the discussion on Government Code Section 815.3, the Government Code claims requirement, judicial notice and the immunity provisions of Government Code Section 818.4.

**Brown Act:** *Taxpayers for Livable Communities v. City of Malibu* 126 Cal. App. 4th 1123 (2005). Brian successfully represented the City of Malibu at trial this case which alleged a violation of the Brown Act. After a four day trial before the Honorable Ronald M. Sohigian in the Los Angeles Superior Court (Central Branch), the trial court ruled that there was no violation of the Brown Act. The Malibu City Attorney represented the City on the appeal and the Court of Appeal affirmed the trial court judgment.

**CEQA:** *SCOPE v. City of Santa Clarita* 197 Cal. App. 4th 1042 (2011). Petition for Writ of Mandate was filed alleging CEQA violations by the City in connection with the approval of an expansion project for the Henry Mayo Hospital. Brian represented the City at the trial on the Petition. The Court ruled in favor of the City and judgment was entered. Petitioners filed an appeal and the Court of Appeal affirmed the trial court judgment.

**CEQA:** *Save Atascadero v. City of Atascadero* 2014 WL 3105199 (July 8, 2014). Petitioner filed a Petition for Writ of Mandate challenging the City of Atascadero approval of the Del Rio Commercial Specific Plan. Brian represented the City of Atascadero. The hearing on the Petition was held before Judge Jac Crawford who issued Judgment in favor of the City. The Petitioner filed an appeal of the Judgment and the Court of Appeal sustained the trial court judgment.

**CEQA:** *SCOPE v. City of Santa Clarita; Vista Canyon Ranch* 2014 WL 7204118 (2014). Petitioner filed a Petition for Writ of Mandate alleging CEQA violations by the City on a 185 acre project which included commercial, residential, construction of a Metrolink Station and preservation of open space. Brian represented the City at the trial on the Petition before Judge Allan Goodman in the Santa Monica Branch of the Los Angeles Superior Court. Judge Goodman ruled in favor of the Petitioner and the City and Vista Canyon filed an appeal. On appeal, the Court of Appeal reversed the trial court decision and ruled in favor of the City and Vista Canyon.

**Election Contest:** *Tran v. City of Rosemead* LASC Case No. GS 011559 (June 2009). Brian was trial counsel for the City of Rosemead. Among the claims by former Mayor John Tran was the argument that the City Clerk had wrongfully rejected absentee ballots on the basis of signatures which did not match the voter registration signature. Mr. Tran filed a Petition for Writ of Mandate and the trial was held before Judge Chalfant in Department 86 of the Los Angeles Superior Court. The trial court granted judgment was in favor of the City.

## **REAL PROPERTY TRANSACTIONS**

Brian has extensive experience in real property transactions including eminent domain and inverse condemnation. . Examples of the experience of Brian in this area include the following:

### **1. Purchase and Sale: Hotel Conference Center**

The Camarillo Community Development Commission purchased approximately 11 acres in 2004 and 2008 as for redevelopment purposes with the intention of removing blight by facilitating the development of a hotel and conference center. When redevelopment agencies were dissolved by the adoption of AB 26 in 2011, Brian worked with City staff in drafting a Long Range Property Management Plan ("LRPMP") pursuant to Health and Safety Code Section 34191.5. The hotel conference center site was one of several properties included in the LRPMP which provided for the site to be transferred from the Camarillo Successor Agency to the City of Camarillo to continue with the development plans.

Brian has assisted the City Staff in working with the developer of the site and drafting a Term Sheet that includes the terms for the sale of the site to the developer and timeline for development of the project and he also drafted the Agreement for Sale and Development. One of the challenges for the project is a 30 foot wide open drainage channel which bisects the site and Brian has assisted City Staff in working the Ventura County Watershed Protection District and drafting an agreement to provide for the reconstruction of the channel which will include a covered channel to allow for parking and access at the site.

### **2. Sale: Rancho Simi Recreation and Park District Property**

The Rancho Simi Recreation and Park District currently owns approximately 13 acres on Sycamore Drive in the City of Simi Valley which is utilized for District office as well as a BMX Track. The District decided to sell the Sycamore Property in order to acquire a building on Guardian Street which will provide facilities for District offices as well as recreational space and a location for maintenance of District vehicles and equipment. Brian assisted with the District with the marketing of the Sycamore property which included communications with several agencies under the surplus property provisions of the California Government Code. There was an expression of interest in purchasing the property expressed by the Ventura County Area Housing Authority and by a private developer to jointly purchase the property for development of senior affordable housing and also market rate units. Brian assisted with drafting a Purchase and Sale Agreement for the property and the Housing Authority and private developer are processing entitlement applications with the City of Simi Valley. Brian also worked closely with District staff to address a water drainage issue on the property and retained a hydrology consultant to assist with the creating plans necessary to resolve the drainage issues.

### **3. Sale: Former Camarillo Library**

Prior to the construction of the new Camarillo Library in 2007, the City library operated in a building located on Ponderosa Drive which is currently vacant. Brian has assisted City staff with the potential reuse including coordinating with an appraiser and marketing of this former library for sale or lease. In January 2017, the City entered into an exclusive negotiation agreement with an organization which intends to purchase the former library and construct and operate a children's museum at the site.

**4. Purchase: Guardian Building – Rancho Simi Recreation and Park District**

As noted above, the Rancho Simi Recreation and Park District is selling its property on Sycamore Drive and in 2016 the District purchased a building on Guardian Street for offices uses and other District operations. Brian assisted the District with purchase of Guardian Building including the review and recommended revisions to the draft Purchase and Sale Agreement. Brian is also assisting the District in regard to a Conditional Use Permit application which been submitted to the City of Simi Valley. The Guardian Building is included within an Association that has bylaws in regard to uses of buildings on Guardian Street and Brian assisted the District with addressing issues with the Association and its bylaws.

**5. Sale: Atascadero Former City Hall**

In December 2003, the Atascadero Historic City Hall on La Palma suffered major damage and the City offices were relocated to 6907 El Camino Real. With assistance from FEMA, the City has able to repair the Historic City Hall and the City offices have moved back into the Historic City Hall. Brian is assisting the City with the marketing of the 6907 El Camino Real property.

**6. Sale: Camarillo Former Courthouse**

The Camarillo Community Development Commission purchased the former court house from the County of Ventura and is another property that was included in the LRPMP which resulted in title being transferred to the City of Camarillo. Brian assisted the City with the marketing of the property and the Purchase and Sale Agreement entered into between the City and the Ventura County Transportation Commission (“VCTC”) which intends to use the building for its offices. VCTC is currently preparing plans for improvements to the building. The City retained title to the parking lot in front of the building. The City also entered in a lease with the Pleasant Valley School District for shared use of the District’s adjoining parking lot to allow for public parking in what is known as Old Town and Brian assisted with drafting that lease.

**7. Purchase: Alamos Canyon - Rancho Simi Recreation and Park District**



Alamos Canyon is located on the west end of the City of Simi Valley and north of the 118 Freeway. Brian assisted the Rancho Simi Recreation and Park District with the acquisition of 326 acres in Alamos Canyon for open space in lieu of potential development of this area. The 326 acre site includes 55 acres of sensitive habitat designated as the Mitigation Area. There were many components to this property acquisition which was completed upon close of escrow on December 9, 2016. The funds for the acquisition were provided by grants from three sources: Santa Monica Mountains Conservancy, California Wildlife Conservation Board and the State of California Natural Resources Agency.

The work by Brian in regard to the acquisition of Alamos Canyon included meetings with County of Ventura staff, negotiations with Waste Management and drafting of the Purchase and Sale Agreement, communications with The Nature Conservancy, negotiations with the County of Ventura and Waste Management on a Conservation Easement for the 55 acres

Mitigation Area, retaining and working with Rincon Associates for the Phase I Environmental Assessment and multiple other tasks.

#### **8. Purchase: Water Treatment Plant**

The proposed Water Treatment Plant in the City of Camarillo is described below under public improvements experience. In addition, Brian is assisting City staff with the acquisition of property for the Plant as well as related easements.

#### **9. Easements Regarding Airport Water Service**

Brian worked on a project for the City of Camarillo involving the Chelsea Group which was a developer of a commercial site known as the Premium Outlet Center ("Center") located in the approach pattern for the Camarillo Airport. The issue involved was whether the Center would be allowed to build in excess of the height restriction imposed by an aviation easement. In order to receive permission from the FAA to build in excess of the height limit, the Center was required to establish a benefit to the Camarillo Airport which was acceptable to the FAA. The agreed upon benefit was a water line constructed by the Center on its property to the Camarillo Airport which allowed the City to provide water service to the airport. The existing water system at the airport was substandard in terms of both quality and pressure so the change to the City water system represented a significant improvement in water service at the airport including additional pressure for firefighting purposes. The FAA found that the City water service was a significant benefit to the Camarillo Airport and allowed the Center a higher building profile and the Center opened in April 2009. The change by the airport to City water service involved the negotiation and drafting of conditions of approval by the City for the Center.

#### **10. Purchase of Easements for Right of Way and Utilities**

Brian has coordinated the acquisition of many easements for rights of way as well as easements for other utilities including a reclaimed waterline which was completed in January 2017. This work includes review of the legal descriptions, contacts with the appraiser, drafting of offer to the property owner and, if negotiations with the property owner are not successful, the initiation of eminent domain proceedings

#### **11. Eminent Domain**

*City of Santa Clarita v. NTS Systems* 137 Cal. App. 4th 264 (2006). The City filed an eminent domain case to acquire property for the construction of a major arterial road in the City. Brian was trial counsel for the City of Santa Clarita. The trial was held before Judge Alan Buckner in the Los Angeles Superior Court (Central Branch) and the judgment was in favor of the City in the amount of \$48,917. The pre-trial demand by the property owner was \$20 million. The Court of Appeal affirmed the trial court judgment in its entirety.

#### **CONSTRUCTION CONTRACTS AND CLAIMS**

Brian has substantial experience in public improvements and public works including advice and consultation on preparation of bid documents, review and analysis of bids, evaluation of bid protests, construction management issues, surety issues, liquidated damages, stop notices, change orders, extra work and delay claims and trial. The types of public works projects in which Brian has experience include structures and buildings, roads and bridges, city halls, police stations, fire stations, transit facilities, water lines, sewer lines, electrical

lines, gas lines, cable work, water treatment plants, water pump stations, sewer treatment plants, sewer lift stations, energy facilities, and drainage projects. Examples of public works project on which Brian has provided legal assistance include the following:

**1. Springville Interchange:**

The Springville Interchange was constructed on U.S. 101 in the City of Camarillo between Las Posas Road and Central Avenue and was opened on June 8, 2012. In addition to constructing a new bridge and freeway ramps, the project also extended Springville Drive and Ponderosa Drive to provide access to the new interchange and to Ventura Boulevard. The interchange was built at a cost of approximately \$40 million and is intended to provide traffic circulation for the residential, commercial and industrial development in the area which will be guided by the General Plan, Airport North Specific Plan and the Springville Specific Plan which includes housing, parks, commercial retail use, and research and development. In addition, the plans call for a senior affordable housing complex as well as affordable housing units within the market rate residential developments.

Brian assisted with many phases of the Springville Interchange Project including negotiations with the property owners to acquire property for the right of way and worked with the project construction manager to help ensure completion of the project in an efficient and timely manner. Construction of a residential component of the Springville Specific Plan has commenced on the north side of the freeway. Construction of the commercial and industrial components on the south side of the freeway is in the planning phase. Brian has assisted the City in processing the entitlement applications submitted by the developers of the Springville Specific Plan.

**2. Camarillo Library**



The Camarillo Library opened in 2007, replacing the former library, and at 65,621 square feet is one of the best libraries in the State of California and provides an impressive scope of library materials and services to the public. <http://librarycatalog.info/default.aspx?ctx=3.1033.0.0.1>.

Brian was extensively involved with the Camarillo library beginning with assisting City staff with the grant application process which resulted in a grant from the State of California of \$15,621,473. The City also contributed \$11 million toward to the design and construction of the Library. Brian assisted

with the acquisition of the 10 acre parcel as the Library site including both the fee interest and necessary easements from adjoining property owners. Brian assisted with the drafting of agreements required by the State for the Library including agreements with the County of Ventura and the school district.

The Library was constructed as a public work pursuant to a “multiple prime” delivery method in which the City had a contract for construction management with Bernard Brothers and the City had 16 separate contracts with the various trades responsible for constructing the Library. Brian assisted with the drafting of all these contracts and the delivery method was successful in bringing in the Library project on time and on budget. During the construction of the Camarillo Library, Brian assisted Bernard Brothers with numerous issues to ensure the efficient and timely completion of the Library. The Library was initially operated by the County of Ventura and the City decided to assume operational responsibility for the Library and Brian assisted with the City with the legal requirements involved in withdrawing from the County library system. Brian regularly provides legal assistance to the City on library



related issues. Brian is proud to have his name on the Library plaque as one of the many contributors to the successful construction of the Library.

### **3. Atascadero City Hall Project**



Brian was involved in providing legal advice to the City of Atascadero on a major reconstruction project of the Atascadero Historic City Hall. The City Hall is a four story building which was severely damaged in an earthquake in December 2003. The construction manager was selected by the City based on qualifications and provided all the usual construction management services and also acted in the role of the general contractor.

The City Hall had to be reconstructed from the basement all the way to the top of the fourth floor rotunda. Since this City Hall is an historic building, the reconstruction included utilizing as much of the original building material as possible. The City entered into separate contracts with multiple trades based on a competitive bid process. The City Hall project cost \$33 million and came in on time and within budget. In addition to the usual public works issues on the City Hall project, Brian provided legal advice to the City regarding the funding of the project through FEMA and CalOES as well as on issues which arose during the course of the reconstruction.

### **4. Water Treatment Plant**

The City of Camarillo has been working for the last several years to obtain approval from the Fox Canyon Groundwater Management Agency ("FCGMA") to construct a desalination plant in the vicinity of Los Posas Road and Lewis Avenue and is intended to treat approximately 4500 acre feet of water per year will amount to one half of the City's water supply. This project is expected to cost approximately \$30 million and will treat groundwater which is now high in salt content in order to provide potable water for the community.

There have been many public agencies and private parties involved in the process of planning for this plant. The Environmental Impact Report has been certified by the City Council. In September 2016, the FCGMA approved the project which will now go into the design phase. Brian has been extensively involved with all phases of the planning for this project including the drafting of a Request for Proposals for a project facilitator and for the operations and maintenance of the plant, appearances before the FCGMA and work on the acquisition of the property for the Plant site.



## Rachel H. Richman

Rachel Richman has proudly provided contract city attorney and general counsel services to public agencies throughout California for nearly 20 years.

Rachel is the City Attorney for the City of Delano and General Counsel to the Successor Agency of the Delano Redevelopment Agency. She is City Attorney for the City Rosemead and Commission Counsel to the Successor Agency of the Rosemead Community Development Commission. Rachel is also Assistant City Attorney for the City of Alhambra, Assistant General Counsel to the Successor Agency to the Alhambra Redevelopment Agency; and Assistant City Attorney for the City of Santa Clarita. She is the former City Attorney to the City of Arvin (2008-2013), and former Legal Counsel to the Santa Clarita Manufactured Home Rent Control Panel (2006-2017).

Rachel has extensive experience providing legal and practical advice to city councils, agency boards, city managers, department heads, and staff on a broad range of issues including planning and zoning, CEQA, conflicts of interest, open meeting laws, public contracting, prevailing wages, public records, first amendment issues, code enforcement, elections, ADA and mobile home regulations. She drafts opinions, ordinances, resolutions, and negotiates and drafts agreements. She attends as legal counsel, city council meetings, planning commission meetings, and mobile home rent control panel meetings.

Rachel is experienced working on behalf of cities with developers on commercial, residential, and mixed use projects. She has negotiated and drafted development agreements, exclusive negotiating agreements, owner participation and disposition and development agreements, and affordable housing agreements. She has worked on general plan updates, specific plans and amendments, first time home buyer agreements, façade improvement agreements, and reviewing and advising on CEQA documents.

Rachel handles various aspects of labor and employment matters. These matters include responding to DFEH complaints, discipline and grievance matters, drafting personnel policies and working with the city's team for labor negotiations.

Rachel regularly handles issues related to public works construction projects, including development of notices inviting bids, to reviewing bids and recommendation of award, she has dealt with challenges to the low bidder as well as advising on dealing with construction delays, stop notices, liquidated damages issues and prevailing wage issues.

### Partner

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### PRACTICE GROUPS

Public Law

### EDUCATION

J.D., Loyola Law School, 1999  
B.S., Political Science, University  
of California, Santa Barbara,  
1994

### ADMISSIONS

California State Bar, 1999  
United States District Court for  
the Central District of  
California, 1999

Rachel also has experience in eminent domain on behalf of cities, agencies, and for the Alameda Corridor-East Construction Authority involving pre-condemnation activities, initiation of condemnation actions, and drafting and negotiating settlement agreements. She is also cognizant of the public concerns that exist with the use of eminent domain.

Rachel provides training on ethics, municipal governance ADA inclusion requirements and transparency laws to firm clients as well as providing presentations at various municipal conferences.

While at law school, Rachel was a member of Loyola's Moot Court Honors Board (1998-1999) and received "Top Ten Brief" recognition. She was on the National Moot Court team and winner of the Regional National Moot Court competition. During law school she was a law clerk for the Community Redevelopment Agency of Los Angeles and the Los Angeles County Counsel's Public Works Department.

In her approach to working with legislative bodies, staff and others to achieve their goals which can often be full of challenges she ascribes to the following prospective: "There are no shortcuts to any place worth going." (Beverly Sills)

### **Affiliations**

League of California Cities, Fair Political Practices Committee

City Attorney Association of Los Angeles County

Los Angeles County Bar Association- Government Law Section

### **Presentations and Publications**

FPPC Update, League of California Cities City Attorney Conference, May 2017

Case Studies on Placement of Telecom Facilities in Cities' Public Rights-of-Way- "Can You Hear Me Now?" SCAN NATOA (Telecommunications Association), June 2016

Inclusion Services Under the ADA and Methods for Compliance, a Case by Case Approach, Inclusion Services Summit, CPRS District 14, March 2015

FPPC Gift Regulations, City Attorneys Association of Los Angeles County Conference, March 2012

AB1234 Training, Independent Cities Association, Annual Conference, June 2011

Post-Bell Reform Bill Requires Disclosure of Compensation Received for Certain Simultaneous Meetings Prior to Convening Any Subsequent Meeting: Donald M. Davis and Rachel H. Richman, *Public Law Update* December 2011



## Anna C. Shimko

Anna Shimko is Chair of Burke's Real Estate and Business Practice Group. She focuses her practice on all areas of land use, real estate development, and environmental law, representing both public agencies and private landowners and developers in administrative and court proceedings. Anna has particular expertise in compliance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). She works closely with project proponents, public agencies, and environmental consultants on preparing and defending CEQA and NEPA documents such as negative declarations, environmental impact reports (EIRs), and environmental impact statements (EISs), including for complex projects such as water rights transfers, desalination plants and alterations to nuclear plants. Anna helps private clients through all stages of the land use approval process, obtaining entitlements to build or expand large shopping centers, stand-alone retail stores, mixed-use projects, hospitals, hotels and resorts, golf courses, residential developments, and quarries, among others. She also assists cities, counties, special districts, and state agencies in regulating land and development, negotiating real estate transactional documents and development agreements, and updating general plans, specific plans, and zoning codes. Anna represents clients in matters involving the Subdivision Map Act, annexation, historic resources, public-private partnership transactions and financing mechanisms, the Coastal Act, air quality regulations, water supply, climate change regulations, transportation planning, eminent domain, and inverse condemnation. Anna litigates land use, CEQA, and NEPA matters for public and private clients at trial court and appellate court levels, and serves as an expert witness throughout California in cases involving land use issues.

### Partner

State Bar Number 124611  
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### PRACTICE GROUPS

Environmental, Land Use, and  
Natural Resources  
Real Estate & Business Law

### EDUCATION

J.D., Cornell Law School, 1986  
B.A., Urban Studies, University  
of California, Davis, 1983

### ADMISSIONS

California State Bar

## Representative Matters

### Private Developers

- Represented a well-known Bay Area computer animation studio in securing development agreement and zoning for a four-phase headquarters project.
- Defended in court the EIR and entitlements for a 20,000-acre residential development and open space preserve in the Carmel Valley.
- Represented one of California's largest grocery store chains and a large nationwide home improvement store in numerous projects throughout the state to build new stores or expand existing venues.

- Represented residential developer in obtaining local and coastal permits, including through several lawsuits and global settlement of Coastal Act, wetland, subdivision, traffic, and inverse condemnation issues.
- Assisted prominent football team in drafting ballot measure and seeking permits for new stadium and shopping mall.
- Represent Native American tribe with environmental review under state compact for new casino, as well as with CEQA and NEPA documents for federal and state permits related to highway improvements, management contract and other permits, and with associated litigation.
- Secured major use permit amendments for renovation of Napa Valley resort on National Register of Historic Places.
- Defended in court EIR and general plan consistency findings for shopping center in Monterey County involving water supply, traffic impact, and hazardous materials issues.
- Assisted private developer with transit-oriented development grant funding and entitlements from and agreements with public agencies for housing project near rapid transit station.
- Represented national developer in obtaining development agreement and all permits for phased shopping center, residential, and hotel project on redevelopment lands.
- Defended CEQA review and height variance at trial court and Court of Appeal for demolition of unreinforced masonry building and construction of new research laboratory.
- Worked with a Bay Area developer on an EIR, development agreement and permits for a mixed-use, phased redevelopment of commercial uses on port lands.
- Represented a national hotel chain in its renovation of a high-end San Francisco hotel.

#### Public Agencies

- Represented City of Albany in preparing an EIR for a waterfront development master plan, and later negotiated and defended in court a development agreement and gaming ordinance for a card room facility at a live horse racing venue on the waterfront.
- Assisted the University of California at San Francisco with preparing EIRs (and defending associated litigation) for its acquisition of the Mount Zion Hospital and development of a biomedical research facility and administrative research space at the Laurel Heights campus.
- Represent City of Santa Clara with ground leases, development agreements, EIRs and entitlements for private development of entertainment, office, retail, and residential uses on city land adjacent to Levi's Stadium.
- For City of San Carlos, prepared development agreement with Palo Alto Medical Foundation for hospital and medical office project, and assisted with EIR, general plan amendments and all permits.
- Represented City of Orinda with a specific plan and EIR for mixed-use development of the Gateway Valley.
- Worked with consulting firms to advise the California Public Utilities Commission in environmental review for the sale of fossil-fueled and hydroelectric power plants and siting new transmission lines and substations throughout the state, for replacement

facilities at nuclear power plants, and for desalination plant to supply water to Monterey Peninsula.

- Assisted Zone 7 Water Agency with an EIR for a water supply, transfer, and storage program.
- Defended CEQA review of City of San Carlos decision to replace grass with turf on City play fields.

### **Affiliations**

President, Harbor Equity Group, Waldo Point Harbor, April 2015 – present

Advisory Council and Board of Directors, San Francisco Planning and Urban Research Association, 2003-2014

California Building Industry Association/California Business Properties Association, CEQA Reform Task Force, 1992-present

Treasure Island/Yerba Buena Island Citizens Advisory Board, 2001-2004

San Francisco Juvenile Probation Commission, 1996-2000

Marin Montessori School Campus Planning Committee, 2015-present

### **Publications & Presentations**

“California Environmental Quality Act: Key Developments Affecting Water Projects,” Annual California Water Law Conference, San Francisco, November 2016

“Current Developments in CEQA Law and Practice,” The Administrative and Public Environmental Law Conference, June 2015

Speaker, “Current Issues in Land Use Regulation and Development,” California Environmental Quality Act Update Cases Late 2011 to Present, California Continuing Education of the Bar, September 2012

“Aetna Springs Resort,” California Building Industry Association Select Conference on Industry Litigation, April 2012

“Hydraulic Fracturing: Permitting and Environmental Reviews,” The Seminar Group, November 2011

“Americans with Disabilities Act Primer,” 2011 for insurance company

“Cumulative Impacts,” Climate Change, Cumulative Impacts and Compliance: 6th Annual National Environmental Policy Act (NEPA) CLE International Conference, January 2010

“Coming Soon to Your State or Federal Government: the Climate Change Regulation Experience in California,” ICSC U.S. Shopping Center Law Conference, October 2009

“The Benefits of Development Agreements,” League of California Cities Planners Institute, March 2009

“Land Use in Northern California,” Law Seminars International, March 2009

“AB 32 Session Climate Change: Science, Law & Policy,” California Business Properties Association, Fall 2008

“The Changing Climate of California Real Property Law,” California Continuing Education of the Bar, Fall 2008

"Green Building Conference," CLE International, February 2008

"The Challenges of Urban Development: Trends and Legal Issues for Real Property Practitioners," California Continuing Education of the Bar, Fall 2007

"Land Use Regulation and Development," California Continuing Education of the Bar, Fall 2006

"Regulatory Takings Conference," CLE International, 2003

"2002 Spring CEQA Workshop Series," Association of Environmental Professionals, 2002

"Regulatory Takings Conference," CLE International, 2002

"CEQA: What Is It and How Does It Impact Telecommunications Projects?," Federal Communications Bar Association, Northern Chapter, 2002

### **Recognitions**

American College of Real Estate Lawyers, Elected Member

Lambda Alpha International (global land economics society), Elected Member

California's Top 50 Development Lawyers, Daily Journal, 2014

Super Lawyers – The Top 50 Women Attorneys in Northern California, 2004-2005

Northern California Super Lawyers, 2004-2017

Best Lawyers in America (Land Use and Zoning), 2012 - 2016



## Kelly A. Trainer

Kelly Trainer is a partner in Burke's Orange County office, representing employers in labor and employment law matters.

Kelly has represented and advised employers on matters involving numerous federal and state law claims, including discrimination, harassment, retaliation, disability and leaves of absence, wrongful termination, leaves of absence, wage and hour, freedom of speech and association, and privacy. In addition, Kelly's practice includes representation of public employers in areas unique to public employment such as due process, disciplinary procedures, the MMBA, CalPERS, the Public Safety Officers Procedural Bill of Rights, and the Firefighters Procedural Bill of Rights.

Kelly has an extensive counseling practice, concentrating on preventive measures of employment and labor law. In this regard, her practice has focused on working cooperatively with management and human resources professionals on the handling of a variety of labor and employment matters. She also revises personnel rules, employee handbooks, personnel ordinances, and specific policies.

Kelly is an experienced trainer, and she regularly conducts a variety of seminars and workplace trainings for employees on matters such as harassment prevention, disability discrimination, workplace investigations, diversity and inclusion, managing difficult employees, workplace violence, discipline and termination, social media, performance evaluations, creating effective documentation, and leaves of absence.

Kelly has acted as lead negotiator during labor negotiations for public agencies, and has negotiated many labor agreements. In addition to labor negotiations, Kelly has experience in handling related labor relations issues such as grievances and PERB proceedings, and she regularly advises employers on such matters.

Kelly is a member of the Association of Workplace Investigators, and has served as a neutral investigator and fact-finder for internal investigations of employment complaints.

### Ongoing Client Presentations and Trainings

Preventing Workplace Harassment, Discrimination and Retaliation for Supervisory and General Employees, Multiple Client Presentations, 2003-current

Preventing Workplace Harassment, Discrimination and Retaliation for Local Government Officials, Multiple Client Presentations, 2016-current

#### Partner

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#### PRACTICE GROUPS

Labor & Employment Law  
Public Law

#### EDUCATION

J.D., University of the Pacific,  
McGeorge School of Law,  
2001

B.A., Political Science,  
University of Houston, 1998

#### ADMISSIONS

State Bar of California, 2002  
Texas State Bar, 2002



Working in a Fishbowl: Practical Challenges for Public Sector Employees, Multiple Client Presentations, 2011-current

Solving the Performance Evaluation Puzzle, Multiple Client Presentations, 2013-current

Reporting Child, Elder, and Dependent Adult Abuse and Neglect, Multiple Client Presentations, 2014-current

### **Upcoming and Recent Presentations and Trainings**

Choose Your Own Discipline Adventure, CSDA General Managers Leadership Summit, Lake Tahoe, June 2018

Social Media in the Public Workplace, CAALAC/OCCAA Joint Meeting, Anaheim, June 2018

The New Norm: Cultural Changes in the #MeToo Era Workplace, LOCC Women's Caucus, Lakewood, April 2018

#NotYouToo: Advanced Harassment Prevention Training for HR Professionals, Southern California Public Labor Relations Council, Lakewood, April 2018.

All that Glitters is Not Gold: Managing Social Media in the Public Workplace, IPMA-HR Western Region Annual Conference, Sacramento, April 2018

Gold Standard: Advanced Harassment Training for Human Resources Professionals, IPMA-HR Western Region Annual Conference, Sacramento, April 2018

Communications and the New Media, League of California Cities New Mayors and Council Members Academy, Sacramento, January 2018

Disability Management and Early Return-to-Work, CJPIA Risk Management Academy, Carlsbad, January 2018

Choose Your Own Disability Adventure, CALPELRA Annual Training Conference, Monterey, December 2017

Think Before You Tweet: Social Media Basics for Local Government Officials, Burke Webinar, November 2017

Smoke On The Horizon: Recreational Marijuana Employment Concerns, CJPIA Educational Forum, Santa Barbara, October 2017

Not Your Average Harassment Training, Burke Webinar, October 2017

AB 1825 and AB 1661 Harassment Prevention Training for Staff and Officials, League of California Cities Annual Conference, Sacramento, September 2017

Power of the Pen: How Leaders Create Effective Documentation in the Workplace, CSDA General Manager Leadership Summit, June 2017

When the Chips are Down: Learning from the HR Headlines, IPMA-HR Western Region Annual Conference, Las Vegas, April 2017

Everything You Never Wanted to Know About Medical Leaves of Absence and Disability, Client Presentation, April 2017

### **Publications**

Legal Trends, *Burke, Williams & Sorensen, LLP*, 2008-2017

Pocket Guide to Disability Discrimination in the California Workplace, *CPER*, November 2011, November 2015, and September 2017

Three Keys to Preventing Workplace Harassment: Training, Leadership and Accountability, *California Special District*, January-February 2018

2018 Brings Restrictions on Public Employers' Inquiries Regarding Salary History and Conviction History, *The Authority*, CJPIA, November 2017

## ATTACHMENT B – PROPOSED LEGAL SERVICES CONTRACT

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**AGREEMENT FOR LEGAL SERVICES  
BETWEEN  
THE ALTADENA LIBRARY DISTRICT  
AND  
BURKE, WILLIAMS & SORENSEN, LLP**

This Agreement for Legal and Consultant Services sets forth the terms pursuant to which **BURKE, WILLIAMS & SORENSEN, LLP** (“Burke”) and the **ALTADENA LIBRARY DISTRICT** (“District”) agree that Burke will provide legal services to District.

**CONDITIONS.** This Agreement will not take effect, and Burke will have no obligation to provide legal services, until District returns a signed copy of this Agreement. The effective date of this Agreement will be \_\_\_\_\_.

**SCOPE OF SERVICES.** District hires Burke to provide services in the matters set forth in Attachment A to this Agreement. No representation outside of the matters set forth in Attachment A to this Agreement shall be provided by Burke to District. No representation of any directors, officers, employees, shareholders, or any other persons or entities affiliated with District shall be provided unless such representations is expressly included in Attachment A to this Agreement. Burke will provide those services reasonably required to represent District. Burke will take reasonable steps to keep District informed of progress and to respond to District’s inquiries. Services in any matter not described above will require a separate written agreement or a written modification to this Agreement.

**CLIENT’S DUTIES.** District agrees to be truthful with Burke, to cooperate, to keep Burke informed of any information or developments which may come to District’s attention, to abide by this Agreement, to pay Burke’s bills on time, and to keep Burke advised of District’s address, telephone number and whereabouts. District will assist Burke in providing necessary information and documents and will appear when necessary at legal proceedings and in meet and confer sessions and related impasse meetings or hearings.

**CONFLICTS OF INTEREST.** Before accepting representation of District, Burke has undertaken reasonable and customary efforts to determine whether there are any potential conflicts of interest or adversity of positions between District and any other person or entity that would bar Burke from representing District in general or in any of the specific matters listed in Attachment A. Burke has reviewed this issue in accordance with the Rules of Professional conduct adopted in California. Burke believes that those rules, rather than the rules of any other jurisdiction, are applicable to

District's representation. District's execution and return of the enclosed copy of this letter represents an express agreement to the applicability of the Rules of Professional conduct adopted in California to any and all representation arising under this Agreement.

**DISCLOSURE.** Pursuant to the requirements of California Business & Professions Code Section 6148, Burke hereby discloses that it maintains professional errors and omissions insurance.

**LEGAL FEES AND BILLING PRACTICES.** District agrees to pay by the hour at the rates set forth in Exhibit B for all time spent on District's matter by Burke's legal personnel.

The time charged will include the time Burke spends on telephone calls relating to District's matter. The legal personnel assigned to District's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, with District approval, if more than one of the legal personnel attends a meeting, court hearing or other proceeding, each will charge for the time spent. Burke will charge for waiting time and for travel time, both local and out-of-town.

**COSTS AND OTHER CHARGES.**

Burke will incur various costs and expenses in performing legal services under this Agreement. District agrees to pay for all costs, disbursements, and expenses in addition to the hourly fees. The costs and expenses commonly include, service of process charges, filing fees, court and deposition reporters' fees, jury fees, notary fees, deposition costs, long distance telephone charges, messenger and other delivery fees, postage, photocopying and other reproduction costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses, consultants' fees, expert witness, professional, mediator, arbitrator and/or special master fees, unavoidable administrative staff and secretarial overtime, and other similar items. Except for the items listed below, all costs and expenses will be charged at Burke's cost.

In-office photocopying/page:	\$ .20
In-office color photocopying/page	\$ 1.00
Facsimile charges/page:	\$ 1.00
Mileage/mile:	\$ .54 (subject to change per IRS notices)
Other:	

Travel. District agrees to pay transportation, meals, lodging, and all other costs of any necessary travel by Burke's personnel. District will also be charged the hourly rates for the time legal personnel spend traveling.

Additionally, District understands that if the matter proceeds to administrative or court action or arbitration, District may be required to pay fees and/or costs to other parties in the action. Any such payment will be entirely the responsibility of District.

**BILLING STATEMENTS.** Burke will send District periodic statements for fees and costs incurred. Each statement will be payable within 30 days of its mailing date. District may request a statement at intervals of less than 30 days. If District so requests, Burke will provide one within 10 days. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

**DISCHARGE AND WITHDRAWAL.** This Agreement may be terminated by either party by giving ten (10) days written notice to the other party of its intent to terminate the Agreement. When Burke's services conclude, all unpaid charges will immediately become due and payable. After services conclude, Burke will, upon District's request, deliver District's file and property in Burke's possession.

**DOCUMENT RETENTION POLICY.** District is entitled upon written request to any client materials (defined below) in Burke's possession relating to the legal services performed by Burke for District, excluding Burke's internal accounting records and other documents not reasonably necessary to District's representation, subject to Burke's right to make copies of any files withdrawn by District. Once a matter is concluded, Burke will close the file, and District will receive notice thereof. District's physical files may be sent to storage offsite and, thereafter, there may be an administrative cost for retrieving them from storage. Thus, it is recommended that District request the return of a file at the conclusion of a matter. Under Burke's document retention policy, Burke normally destroys files five (5) years after a matter is closed, unless other arrangements are made with District.

All client-supplied materials and all attorney end product (referred to generally as "client material") are the property of District. Attorney end product includes, for example, finalized contracts, pleadings, and trust documents. Attorney work product is the property of Burke. Attorney work product includes, for example, drafts, notes, internal memoranda and electronic files, and attorney representation and administration materials, including attorney-client correspondence and conflicts materials.

After the close of a matter, Burke will notify District of any client materials that remain in Burke's possession. District will be invited to retrieve these client materials within 45 days of notice, or District may direct Burke to forward the client materials to

District, at District's expense. If within 45 days of this notice District fails to retrieve the client materials or request Burke to forward them, District authorizes Burke to destroy the client materials.

After the 45-day period, Burke will, consistent with all applicable rules of professional conduct, use its discretion as to the retention or destruction of all attorney work product and any client materials that remain with Burke.

**DISCLAIMER OF GUARANTEE AND ESTIMATES.** Nothing in this Agreement and nothing in Burke's statements to District will be construed as a promise or guarantee about the outcome of the matter. Burke makes no such promises or guarantees. Burke's comments about the outcome of the matter are expressions of opinion only. Any estimate of fees given by Burke shall not be a guarantee. Actual fees may vary from estimates given.

**MEDIATION/ARBITRATION; WAIVER OF JURY TRIAL.** If a dispute arises out of or relating to any aspect of this Agreement between District and Burke, or the breach thereof, and if the dispute cannot be settled through negotiation, Burke and District agree to discuss in good faith the use of mediation before resorting to arbitration, litigation, or any other dispute resolution procedure. Nothing herein shall limit or otherwise affect your the right under Sections 6200-6206 of the California Business and Professions Code to request arbitration of any fee dispute by an independent, impartial arbitrator, or panel of arbitrators through a bar association program created solely to resolve fee disputes between lawyers and clients. However, should discussions, mediation, or the non-binding arbitration provided through a local bar association program not resolve the dispute, the dispute shall be determined by binding arbitration before the American Arbitration Association under their then prevailing commercial arbitration rules, except that discovery may be taken in that arbitration pursuant to the California Code of Civil Procedure. The claims or controversies subject to this provision shall include, without limitation, any claim of professional negligence or malpractice. The arbitration shall be held in Oakland, California, unless we mutually select another venue, and judgment may be entered upon the arbitrator's award by any court having jurisdiction. Should you refuse or neglect to appear or participate in the arbitration proceedings, the arbitrator is empowered to decide the claim or controversy in accordance with the evidence presented. You should realize that by accepting the arbitration provision, YOU WILL WAIVE YOUR RIGHT TO A JURY TRIAL AND THE RIGHT, EXCEPT UNDER LIMITED CIRCUMSTANCES, TO APPEAL THE ARBITRATOR'S DECISION.

\_\_\_\_\_ (District Initial Here)      \_\_\_\_\_ (Burke Initial Here)

**ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

**SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

**MODIFICATION BY SUBSEQUENT AGREEMENT.** This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them, or an oral agreement only to the extent that the parties carry it out.

**EFFECTIVE DATE.** This Agreement will govern all legal services performed by Burke on behalf of District commencing with the date Burke first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, District will be obligated to pay Burke the reasonable value of any services Burke may have performed for District.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE BURKE FIRST PROVIDED SERVICES. DISTRICT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

DATED: \_\_\_\_\_

ALTADENA LIBRARY DISTRICT

By: \_\_\_\_\_  
Ryan Roy, Acting District Director

DATED: \_\_\_\_\_

BURKE, WILLIAMS & SORENSEN, LLP

By: \_\_\_\_\_  
John J. Welsh, Managing Partner

## Practice Groups

Construction Law  
Education Law  
Environmental, Land Use  
& Natural Resources  
Labor & Employment Law  
Litigation  
Public Law  
Real Estate & Business

## Locations

Los Angeles  
Inland Empire  
Marin County  
Oakland  
Orange County  
Palm Desert  
San Francisco  
Silicon Valley  
Ventura County

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**COLANTUONO**  
**HIGSMITH**  
**WHATLEY, PC**

Teresa L. Highsmith  
thighsmith@chwlaw.us

April 26, 2018

**HAND DELIVERED**

Altadena Library District  
600 E. Mariposa Street  
Altadena, CA 9101  
ATTN: Ryan Roy,  
Acting District Director

Re: Proposal to serve as General Counsel to the Altadena Library District

Dear Mr. Roy,

On behalf of the firm of Colantuono, Highsmith & Whatley, PC, I submit our proposal to serve as General Counsel for the Altadena Library District. I propose to serve as your General Counsel, with the assistance and support of Matthew Summers, as Assistant General Counsel, as well as the other talented and dedicated lawyers at Colantuono, Highsmith & Whatley. I enclose the General Proposal, including a proposal for an hourly fee agreement.

As an introduction and brief overview, I have been in practice for over 26 years, focusing exclusively on the representation of local governments for my entire legal career. I am the City Attorney of the Cities of South Pasadena, Sierra Madre and Barstow (including their capacities as Successor Agencies to their former Redevelopment Agencies), General Counsel to the Orangeline Development Authority, a joint powers authority comprised of 15 cities and formed to pursue development of a high speed transit system in Southern California, and General Counsel to the South East Los Angeles County Workforce Investment Board, a non-profit community-based workforce and employment development agency. As a city attorney, I regularly advise councils, commissions, and boards—including Library Board of Trustees for South Pasadena and Sierra Madre--on the full range of local government issues, including zoning, land use,

April 26, 2018

Page 2

economic development (and the post-RDA dissolution process), public works and contracting, drafting of legislation and contracts, labor and personnel matters, and advice on the Brown Act, Public Records Act and Political Reform Act. I am the firm's lead attorney for labor and employment matters.

Prior to joining the firm, I was the in-house City Attorney of the City of Alameda where I managed a budget of over \$3.5 million including legal, risk and workers compensation services. During my tenure with the City of Alameda I provided legal assistance, including contract drafting and review for the construction of a new state-of-the-art library. As a former in-house City Attorney and Department head, I have direct experience with managing outside counsel budgets, which perfectly complements our firm's commitment to providing our clients with high-quality legal services in an efficient and cost-effective manner.

Matthew Summers, whom we propose as Assistant General Counsel, is one of our talented Senior Counsel associates. Matt is an experienced City Attorney, serving the City of Ojai in this capacity, and also serves as the Assistant City Attorney and Planning Commission Attorney to the City of Calabasas. Additionally, Matt served as Assistant General Counsel to the Los Angeles Law Library prior to 2013. Matt's practice has also been entirely focused on public agency representation, including open meetings law, conflict of interest analysis, constitutional law and First Amendment issues, land use, telecommunications, post-redevelopment and Americans with Disabilities Act ("ADA") accommodations.

Supplementing our experience in public agency representation and municipal law is the rest of Colantuono, Highsmith & Whatley's legal team of highly experienced attorneys. As demonstrated in our proposal, our attorneys have experience in a wide-range of areas such as labor and employment, conflicts of interest, Brown Act, municipal finance, election law, land use, environmental law, telecommunications, constitutional and First Amendment issues, economic development, real estate and eminent domain. Our strong litigation department has represented many cities and public agencies in complex litigation matters including, but not limited to, the California Environmental Quality Act (CEQA), eminent domain, contracts, land use, election disputes, and municipal revenue and finance. Our client list includes literally hundreds of local agencies throughout California.

April 26, 2018

Page 3

Colantuono, Highsmith & Whatley is unique for its approach in the delivery of legal services. Our philosophy is to anticipate and find solutions to our clients' problems, and to help our clients achieve their goals. We are particularly adept at devising creative solutions to complex issues. We focus on preventative law directed at addressing legal problems before the parties find that they must resort to time-consuming and expensive litigation. If litigation is required, however, we are well equipped to vigorously represent our clients' interest in court.

As our proposal demonstrates, Colantuono, Highsmith & Whatley is sensitive to the need to control costs. We are experienced in developing cost management strategies in cooperation with our public clients to ensure the most effective and efficient use of our services. It is our goal to provide high-quality legal services to the District while working with library staff to minimize our fees.

I look forward to meeting with the Library Board of Trustees to discuss our proposal at a mutually convenient day and time. If you need any further information from me to assist your review of our proposal, please do not hesitate to call me at the direct-dial number listed above.

Sincerely,

A handwritten signature in black ink, appearing to read "Teresa L. Highsmith". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Teresa L. Highsmith

**RESPONSE TO**

**REQUEST FOR PROPOSAL**

**ALTADENA LIBRARY DISTRICT**

**FOR**

**LEGAL SERVICES**

**April 27, 2018**

**SUBMITTED BY:**

Teresa L. Highsmith, Esq.  
Matthew T. Summers, Esq.  
Colantuono, Highsmith & Whatley, PC  
790 E. Colorado Blvd, Suite 850  
Pasadena CA 91101

Telephone: (213) 542-5700

Facsimile: (213) 542-5710

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<b>k. If any of the attorneys listed in the proposal have been successfully sued for malpractice, been the subject of complaints filed with the State Bar, or had discipline imposed by the State Bar, provide information on the nature of the incident, the dates on which the matter began and concluded, and results.</b> .....	19
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## **Firm Qualifications**

The law firm of Colantuono, Highsmith & Whatley, PC proposes to provide the Altadena Library District ("District") with the full range of transactional and litigation legal services that you may require.

Colantuono, Highsmith & Whatley, PC ("the Firm") is a municipal law firm with offices in Pasadena and Grass Valley that represents public agency clients throughout California in municipal law, including public revenues, land use, elections, labor and employment, post-redevelopment, housing, public works contracting, utility services, the California Environmental Quality Act (CEQA), the Cortese-Knox-Hertzberg Act regarding Local Agency Formation Commissions, and associated litigation.

The Firm prides itself on its extensive public law experience, its commitment to problem-solving, and a focus on ethical, affirmative and intelligent advice and representation. Given the breadth of experience of our talented legal team, we are able to provide high quality legal services in an efficient and cost effective manner. Our core commitment is to provide advice our clients find helpful, understandable, and fairly priced.

### **a. Names and Resumes of Individuals who may be Assigned Work**

Terri Highsmith would serve as your General Counsel. Terri is an experienced city attorney who has also provided legal advice and support to several municipal libraries within the cities she represents. Ms. Highsmith has also served as General Counsel for numerous special districts and is experienced in the unique issues faced by special purpose districts.

Matthew T. Summers would serve as Assistant General Counsel. Mr. Summers is an experienced city attorney and has also served as Assistant General Counsel to the Los Angeles County Law Library.

Holly Whatley is one of the Firm's lead litigators and would lead our litigation team, should the District require litigation services.

Michael Colantuono will be the attorney primarily responsible for your public revenue needs and analysis, with occasional assistance from others in the Firm's public revenue and assessment practice.

As your General Counsel, Ms. Highsmith would attend Library Board of Trustee meetings personally handle, draft and prepare most District documents and matters, with some assistance from Associates in the Firm on research. Unlike some firms who charge a flat retainer to their clients, Colantuono, Highsmith & Whatley does not hand off the client's work to the lowest-paid Associate. And where an Associate has performed services for the District, this is always reflected on your monthly invoice.

The Firm is able to provide all your personnel and employment services, should you require it. Ms. Highsmith, Mr. Summers and Ms. Whatley are the Firm's labor and employment practice attorneys. The majority of your labor and employment work would be directly handled by Ms. Highsmith, with either Ms. Whatley or Mr. Summers assigned to administrative hearings (such as before PERB) and litigation.

The resumes of Ms. Highsmith, Mr. Summers, Ms. Whatley and Mr. Colantuono are set forth below.

## Attorney Profiles

### **Teresa (“Terri”) L. Highsmith**

(213) 542-5703

[THighsmith@chwlaw.us](mailto:THighsmith@chwlaw.us)

Terri is a shareholder with the Firm of Colantuono, Highsmith & Whatley and has specialized in municipal law since 1991. She has a broad range of experience in areas of concern to local governments, including land use regulation, redevelopment and post-redevelopment, personnel and labor matters, contracts, real property transactions, affordable housing, federal military base conversion, Joint Powers Authority formation and agreements, open meetings law, Public Records Act requests, and conflicts of interest.

As the leader of the municipal advisory team in Colantuono, Highsmith & Whatley’s Pasadena office, Terri currently serves as City Attorney to the Cities of Barstow, Sierra Madre and South Pasadena, including each City’s role as Successor Agency to its former Redevelopment Agency, as General Counsel to the South East Los Angeles County Work Force Development Board and the SELACO WDB’s Policy Board (a 5-city JPA which appoints member of the WDB), and as General Counsel to the Orangeline Development Authority — a JPA comprising 15 cities formed to pursue development of a high speed, grade separated, environmentally friendly and energy efficient transit system in Southern California.

Terri leads the Firm's personnel and labor team, providing legal service for the Firm's clients in all aspects of public employment law, including but not limited to drafting and negotiating terms in various Memorandum of Understanding documents and employment agreements for non-represented “at-will” personnel; drafting Employer/Employee Relations Resolutions and Personnel Rules and Regulations; advising clients on disciplinary and termination procedures and drafting required documents for both miscellaneous and safety employees; advising on various employee leave laws; providing employee training regarding discrimination and harassment policies; advice on Fair Labor Standards Act requirements; preparation of Position Statements in response to unfair labor charges before Public Employees Relations Board (“PERB”); representing the public entity in disciplinary appeal hearings; acting as *Sabey* counsel for legislative bodies acting as an appellate body for employee discipline; and responding to employee discrimination and harassment claims under the Fair Housing and Employment Act (“FEHA”).



Prior to joining the Firm, Terri served the City of Alameda as its City Attorney (2006 – 2011) and Assistant City Attorney (1997– 2006) and as General Counsel to the Alameda Civil Service Board, the Alameda Reuse and Redevelopment Authority (a joint powers authority created to acquire and redevelop the former Naval Air Station) and the Alameda and the Alameda Power and Telecom, a public utility company. Prior to her 14 years with the City of Alameda, Terri represented the cities of Lafayette, Moraga, Orinda, and Pittsburg as Assistant and Deputy City Attorney, and provided special counsel and litigation services to the cities of Fremont, Livermore and Livingston on a contract basis.

Terri graduated with a Bachelor of Arts degree with honors from the University of Nevada, Reno in 1977. Several years and three children later, she attended law school at John F. Kennedy University, graduating with honors in 1991 and joined the California Bar that same year. While she was at law school, she was an editor of the Law Review and taught contracts and legal research & writing to first-year students while juggling the duties of a “soccer mom.”

**Practice Areas:**

- Public Law
- Labor & Employment Law
- Redevelopment & Affordable Housing
- Land Use
- Contracts and Agreements
- Public Works Contracting
- Joint Powers Authority Formation and Representation
- Military Base Conversion & Reuse (under Federal BRAC)

**Matthew T. Summers**

(213) 542-5719

MSummers@CHWLAW.US

Matthew Summers is a Senior Counsel in Colantuono, Highsmith & Whatley's Pasadena office with over five years of extensive experience representing cities and other public agencies in every aspect of municipal law, including three years' service as City Attorney for the City of Ojai. Mr. Summers has specialized in representing public agencies his entire career and has been with the Firm since July 2012.

Mr. Summers serves as City Attorney for the City of Ojai, including serving as counsel to the Planning Commission and Historic Preservation Commission. He is also Assistant City Attorney and Planning Commission and Communications and Technology Commission Counsel for the City of Calabasas, and has served in this role for the past five years. He additionally serves as Assistant City Attorney for the City of Barstow, advising the city on its labor and employment matters. In these roles, his practice covers the full range of public law issues, including: Brown Act, Public Records Act, conflicts of interest, land use, elections, labor and employment, post-redevelopment disputes, litigation, telecommunications, First Amendment and speech regulations, CEQA, and Americans with Disabilities Act ("ADA") compliance.

Previously, he was Assistant General Counsel for the Los Angeles County Law Library, the largest public law library in the country, and advised it regarding First Amendment issues. As City Attorney and Assistant City Attorney, he regularly advises public agencies regarding First Amendment issues raised by public forums and City regulations of speech and other protected activities.

Mr. Summers advises cities on a near daily basis regarding Brown Act compliance, and is adept at identifying lawful approaches to meet the client's needs. Mr. Summers is also experienced with the Political Reform Act and the Fair Political Practices Commission's implementing regulations, including the recent comprehensive rewrite by the FPPC. He is adept at identifying and advising clients regarding simple and complex conflicts issues raised under the FPPC's regulations. Depending on the project or decision at issue and the client's needs, taking into account legal and political risk considerations, he has provided oral advice, written advice, and worked to secure formal written opinions from the FPPC confirming our advice. That base of knowledge and experience allows Mr. Summers to be able to advise public agencies on all aspects of the Brown Act, and also the Public Records Act, Political Reform Act, Government Code section 1090, common law conflict of interest rules, and parliamentary procedure

and internal city policies and procedures — all issues that can arise quickly during the course of a public meeting and require swift, effective resolution.

Additionally, he advises the Cities of Sierra Madre and South Pasadena, including each City's role as Successor Agency to the former Redevelopment Agency, and Eco-Rapid Transit, a fifteen-city joint powers agency, as well as work for our other general and special counsel clients. He has extensive experience with land use, planning, and CEQA issues raised by projects large and small, including those issues raised by public agencies undertaking capital improvement projects. Recent examples include advising regarding a City Hall renovation and a mixed-use public plaza/restaurant development.

Mr. Summers is also experienced in advising public agencies regarding labor and employment law, including advising on implementation and interpretation of employment agreements for non-represented "at-will" personnel and Memorandum of Understanding documents for both public safety and miscellaneous bargaining groups. He is experienced in advising public agencies during the employee discipline and termination process for miscellaneous, public safety, and management employees and in guiding agencies through executive management transitions. He has also drafted and revised personnel regulations.

He was admitted to the California State Bar on December 9, 2011, State Bar Number 280496. While at Hastings, Matt worked as a judicial extern for the Honorable Judge Marilyn H. Patel of the U.S. District Court, Northern District of California. He was also an Articles Editor of the Hastings West-Northwest Journal of Environmental Law & Policy. He graduated from Reed College with a B.A. in Economics in 2008 and is a member of Phi Beta Kappa.

**Practice Areas:**

- Public Agency Law
- Post-Redevelopment
- Land Use
- Telecommunications Law
- Elections Law
- Conflicts of Interest
- Brown Act Open Meetings Law
- Public Records Act
- Americans with Disabilities Act

**Holly O. Whatley**

(213) 542-5704

[HWhately@chwlaw.us](mailto:HWhately@chwlaw.us)

Holly Whatley is a shareholder and heads the Firm's Litigation Department focusing on public law disputes, including employment law disputes, class actions, municipal finance issues, matters involving Local Agency Formation Commissions (LAFCOs), land use, CEQA, and elections. Holly's experience in litigation ranges from pre-suit strategy and negotiations through both jury and bench trials, as well as judicial and private arbitrations and practice before personnel commissions. She has experience representing cities in municipal finance litigation, including writ actions involving multi-million dollar claims. These include a \$10 million per year dispute between Los Angeles County and 47 of its cities regarding property taxes and a \$24 million per year dispute between Chevron and the City of Richmond regarding business license taxes. Holly also has expertise in defending public agencies in class action dispute, and utility tax and rate refund class claims in particular. Examples include representing the City of Los Angeles in a class refund claim over its telephone taxes and representing the City of Pasadena in a water rate class refund claim. Holly has experience representing LAFCO's throughout that state, including numerous suits involving annexation disputes. She also has significant experience representing cities and other public agencies in land use and election law disputes.

In the employment law area, examples of Holly's work include representing a state agency in defending sexual harassment and retaliation claims and, in another matter, defending its employees from charges they violated federal and state civil rights laws. Holly has represented multiple municipalities to defend suits involving a wide range of employment-related claims, such as FEHA and due process violations, sexual harassment and wrongful termination. She also has experience representing the appointing authority in employee appeals before a personnel commission to challenge the city's disciplinary actions, including termination. Holly has additional experience conducting internal investigations of allegations of sexual harassment and gender discrimination. Finally, she has also represented a major financial institution in defending multiple discrimination suits related to the client's significant reduction in force.

In 2013, in recognition of her accomplishments, the *Daily Journal* named Holly one of the top 20 municipal lawyers in the state.

Holly started her career in the Litigation Department of the Los Angeles office of Sheppard, Mullin, Richter & Hampton. She later worked for the Enforcement Division

of the United States Securities and Exchange Commission investigating and prosecuting violations of federal securities laws.

**Education:** Holly graduated with a Bachelor of Arts degree *cum laude* from the University of Texas at Austin in 1988. She received her J.D from the University of Texas School of Law in 1992 and joined the California Bar that same year. While she was at law school, she taught legal research and writing to first-year students.

Practice Areas:

- Municipal Finance
- Public Law
- Complex Litigation
- Employment Law
- Election Law

**Michael G. Colantuono**  
**(530) 432-7359 ~ (213) 542-5739**  
[MColantuono@chwlaw.us](mailto:MColantuono@chwlaw.us)

Michael has specialized in municipal law since 1989. He has expertise in a broad range of areas of concern to local governments in California, including constitutional law, land use regulation, open meetings law, elections law, municipal litigation, conflicts of interest, public utilities, LAFCO issues, and a wide range of public finance issues involving taxes, assessments, fees and charges, including post-redevelopment issues.

Michael is perhaps California's leading expert on the law of local government revenues, handling five cases on that subject in the California Supreme Court since 2004 and has worked in every division of the California Court of Appeal. California Chief Justice Ronald M. George presented him with the 2010 Public Lawyer of the Year Award on behalf of the California State Bar. In August 2012, the Speaker of the State Assembly appointed Michael to a three-year term on the Board of Trustees of the California State Bar, the state agency which regulates the practice of law in our state. He was named to the Daily Journal's "Top 25 Municipal Lawyers in California" in 2011 and 2012.

Michael currently serves as City Attorney for the Cities of Auburn and Grass Valley and as Agency or General Counsel for the Auburn Urban Development Agency, the North Yuba Water District, the Yuba County LAFCO, the First Five Yuba Commission and the Rough & Ready and Ophir Hill Fire Districts. He is General Counsel to the Calaveras and Yuba LAFCOs and special counsel to several other LAFCOs. He previously served as City Attorney of Barstow (1997–2004), Calabasas (2003–2012), Cudahy (1994–1999), La Habra Heights (1994–2004), Monrovia (1999–2002), and Sierra Madre (2004–2006), as General Counsel to the Barstow (1997–2004) and Sierra Madre (2004–2006) Redevelopment Agencies, and as General Counsel of the Big Bear City Community Services District (1994–2001).

As perhaps the foremost expert on Propositions 26 and 218, Michael assisted the Legislative Analyst's Office in the impartial analysis of Proposition 218 and co-chaired the committee which drafted what became the Proposition 218 Omnibus Implementation Act of 1997. He also chaired the committees which drafted the League of California Cities' Prop. 218 and 26 Implementation Guides.

Michael was elected by his peers to serve as President of the City Attorneys' Department of the League of California Cities in 2003–04 and appointed the Department's first Ethics Committee.

Michael was appointed by the Rules Committee of the California State Assembly to the Commission on Local Governance in the 21st Century. The Commission was formed in 1998 to study the Cortese-Knox-Hertzberg Local Government Reorganization Act and the bulk of its recommendations became law in 2000.

He serves on the Legal Advisory Team of Change Lab solutions, a public health non-profit which produced a model ordinance regulating outdoor tobacco advertising. He co-authored the First Amendment chapter of the accompanying guidebook and played a substantial role in drafting that ordinance and a range of other model tobacco control ordinances.

Michael graduated magna cum laude from Harvard University (BA 1983) and received his law degree from University of California, Boalt Hall School of Law (JD 1988), graduating first in his class. While in law school, he was an Articles Editor of the California Law Review and made a member of the Order of the Coif upon graduation. Michael was law clerk to the Honorable James R. Browning, Judge of the United States Court of Appeals for the Ninth Circuit, in 1988–89.

He taught Administrative Law as an adjunct Professor of Law at the Boalt Hall School of Law at the University of California, Berkeley in 1995 and is a frequent speaker and trainer on a wide range of public law topics.

Michael comments on local government and municipal finance topics on Twitter ( @MColantuono ) and LinkedIn ( Michael Colantuono ).

#### Practice Areas:

- Appellate Litigation
- Conflicts of Interest
- Constitutional Law
- Election Law
- Local Agency Formation Commission (LAFCO) Law
- Land Use, Planning and CEQA
- Municipal Litigation
- Public Law
- Municipal Revenues (Taxes, Assessments, Fees and Charges)
- Post-Redevelopment
- Public Utilities

**b. Employment History.**

Terri Highsmith has more than 26 years of municipal law experience, and has represented the cities of Alameda (2006-2011), Barstow (2011- present), Sierra Madre (2011-present) and South Pasadena (2014-present) as City Attorney, and the cities of Alameda (1997-2006), Lafayette, Moraga, Orinda and Pittsburg and the Bethel Island Municipal Improvement District (1992-1997) as Assistant City Attorney/General Counsel.

Ms. Highsmith also serves as General Counsel to South East Los Angeles County Workforce Development Board and the Policy Board, and General Counsel to the Orangeline Development Corporation, dba "Eco-Rapid Transit," which is a Joint Powers Authority of 15 cities for the purpose of developing a high-speed transit system in the Santa Ana corridor.

Ms. Highsmith joined the Firm of Colantuono, Highsmith & Whatley, PC (formerly known as Colantuono & Levin, PC) in 2011.

**c. Specialization.**

All of the Firm's attorneys are experienced in the representation of local government, including cities, special districts and joint powers authorities. In our service as General Counsel and City Attorney and in our special counsel practice, we provide advice on all facets of public agency law, including the Brown Act, election law, conflicts of interest law, matters arising under the Public Records Act, contracts, land use and planning, public revenues and financing, labor and employment, the California Environmental Quality Act and any related litigation. As part of our everyday practice for public entities, we have drafted memoranda and legislation on every imaginable topic of interest to a public entity, as well as supporting staff reports. Our land use practice serves both regulators and municipal property owners regarding zoning, planning, subdivisions and environmental issues throughout California. The Firm prides itself on its extensive public law experience, its commitment to problem-solving, and a focus on ethical, creative, affirmative and intelligent advice and representation, which our clients find both helpful and understandable.

Ms. Highsmith leads the Firm's labor and employment practice, which includes Ms. Whatley and Mr. Summers and other experienced labor and employment attorneys able to meet local agencies' labor and employment legal needs from training; day-to-day wage, hour and leave advice; disciplinary documentation; decision and effects bargaining; to administrative hearings and litigation.



Our firm includes California's leading experts on local government revenues, including Propositions 13, 62, 218 and 26 and our attorneys have handled 10 government revenue cases in the California Supreme Court since 2004. Our litigators have broad experience in public-sector litigation and such private-sector topics as general commercial litigation, employment law, and unfair competition. We have especially deep experience in telephone tax litigation, including a recent matter in which we were lead counsel in a case involving all 135 California local governments which tax telephony, and in class action challenges to local government revenue measures of all types.

Michael Colantuono is also certified as an Appellate Specialist by the California State Bar's Board of Legal Specialization, one of just two or three who specialize in public law. He has argued in every Court of Appeal and handled 11 cases in the California Supreme Court.

**d. Legal Training**

The Firm is qualified to and routinely provides training in: ethics, Brown Act and AB 1234 compliance; commissioner and elected official orientation and best management training; election and campaign orientations for candidates and poll workers; employment-related training, including topics such as sexual harassment, discrimination and employment and hours practices; and the basics of land use and due process; and Prop 218 and its impact on rate making and other public financing and revenue raising efforts. The Firm is also a certified provider of continuing education services by the California State Bar. Ms. Highsmith, Mr. Summers, Ms. Whatley, Mr. Colantuono, are all experienced public presenters of training for our clients and for continuing education services by the California State Bar.

The legal training received by Ms. Highsmith, Mr. Summers, Ms. Whatley and Mr. Colantuono is detailed in sub-section a. above.

**e. Date of Admittance to the California Bar**

Teresa L. Highsmith was admitted to the California Bar in 1991.  
Matthew T. Summers was admitted to the California Bar in 2011.  
Holly O. Whatley was admitted to the California Bar in 1992.  
Michael G. Colantuono was admitted to the California Bar in 1988.

**f. Years of Practice.**

As detailed in the preceding section a. above, our legal team has an aggregate of over 30 years of municipal law experience, which includes library legal support services to general law and charter cities.

**g. Government Agency or Other Public Sector Experience.**

Ms. Highsmith has over 26 years of experience representing cities in both Southern and Northern California, including attending City Council and other public agency meetings. She presently serves as City Attorney to the cities of South Pasadena, Sierra Madre and Barstow. She is an experienced legal advisor at various City Council, Planning Commission and other public entity meetings and can provide advice on the Brown Act, Political Reform Act, Public Records Act, matters of parliamentary procedure and internal District policies and procedures as may arise during public meetings.

Ms. Highsmith also provides current ongoing legal support to the Library Board of Trustees and library staff in the cities of South Pasadena and Sierra Madre. Ms. Highsmith has drafted Library Code of Conduct policies; an Ordinance Regarding Suspension of Library Privileges (and documents enforcing it); various agreements for art display in the library; provided staff training on library internet access policies (First Amendment issues and pornography); additionally our firm prepared the special library tax ordinance for South Pasadena and provided election advice on the ballot measure, which was approved in 2016. Mr. Summers has additionally advised Ojai regarding a special parcel tax funding its county library.

The Firm of Colantuono, Highsmith & Whatley, PC, serves as general counsel or city or town attorney of the cities of Auburn, Barstow, Calabasas, Grass Valley, Lakeport, Ojai, Sierra Madre, South Pasadena, the Town of Yountville, and the Successor Agencies to the Auburn, Barstow, Sierra Madre and South Pasadena Redevelopment Agencies, to Oversight Boards for Successor Agencies in Huntington Park, Pomona, Rialto, San Bernardino, San Gabriel and Temple City, the Garden Valley, Higgins, Ophir Hill, North San Juan, Penn Valley, and Rough & Ready Fire Districts, the Orangeline Development Authority, the SELACO Workforce Investment Board, the Calaveras, San Diego and Yuba County LAFCOs, the Oak Tree Park and Recreation District, the Tahoe Forest Hospital District and the First Five Yuba Commission.

The Firm serves as special counsel to local governments throughout California. Present and recent clients include the cities of Anaheim, Belmont, Berkeley, Brentwood,

Burbank, Cerritos, Chula Vista, Concord, Culver City, Cupertino, Fremont, Fresno, Glendale, Lakewood, Lathrop, Livermore, Lodi, Long Beach, Los Angeles, Monterey, Morgan Hill, Mountain View, Newport Beach, Oakland, Oxnard, Pacific Grove, Palo Alto, Paramount, Pasadena, Pico Rivera, Redding, Redondo Beach, Rialto, Richmond, Riverside, Salinas, San Diego, San Luis Obispo, San Mateo, Santa Ana, Santa Clara, Santa Fe Springs, Santa Maria, Santa Rosa, Sausalito, Simi Valley, South Lake Tahoe, Sunnyvale, Torrance, Tracy, Tulare, Vallejo, Ventura, Vernon, and Vista; the counties of Marin, Mariposa, Riverside, San Benito and Solano; the Goleta Water District, the Montecito Water District, the Newhall Water District, the San Diego County Water Authority, the Pajaro Valley Water Management Agency and the Monterey Peninsula Water Management Agency; Monterey Regional Water Pollution Control Authority and the Goleta West Sanitary District; the McKinleyville and Santa Lucia Community Services Districts; the Plumas Hospital District; the Los Angeles and San Diego Tourism Marketing District Corporations and the Calaveras, Monterey, Orange, San Bernardino, San Diego, San Luis Obispo and Yolo County LAFCOs. The Firm recently completed a high-profile assignment for the County of Orange and has previously represented the cities of Irvine, San Bernardino, San Francisco, and San Jose.

Please visit our website at [www.chwlaw.us](http://www.chwlaw.us) for more information.

**h. Knowledge of and Experience with California Municipal Law.**

Terri Highsmith has been practicing municipal law in California for more than 26 years. She is currently the City Attorney of the cities of South Pasadena, Sierra Madre and Barstow.

Matt Summers has also devoted his legal career to the representation of cities and other local government entities and is currently the City Attorney of the City of Ojai.

The firm of Colantuono, Highsmith & Whatley, PC was recognized as one of California's top ranked municipal law firms by Martindale-Hubbell in 2014. Several of the Firm's attorneys, including, Terri Highsmith have achieved the highest AV rating from Martindale-Hubbell; additionally Terri has been included in Los Angeles magazine *The Best Lawyers in America* for 2016, 2017 and 2018 in the field of Municipal Law.

**i. Knowledge of and Experience with Areas of Law identified in Scope of Services.**

We are able to provide legal advice to the District Board of Trustees and members of staff via telephone, email, and written memoranda on both routine and complex legal matters, **both advisory and litigation**, including but not limited to:

- open and closed meeting requirements of the Ralph M. Brown Act;
- parliamentary procedure;
- conflict of interest advice and other Political Reform Act issues (including AB 1234 training);
- Public Records Act;
- general liability, compliance with Government Claims Act and risk management;
- California Environmental Quality Act and other environmental laws;
- employment and labor (including, but not limited to Fair Labor Standards Act, various state leave laws, workers compensation, disability issues under both state Fair Employment & Housing Act and federal Americans with Disabilities Act, pension laws and reform, preparation of disciplinary documents, and compliance with the Meyers-Milias-Brown Act meet and confer requirements in the event of labor organization; provider of AB 1825 training);
- public works contracting and bidding advice;
- public financing and rate making matters (including Prop 218 compliance an area of specialty for which the Firm is well known);
- real property development and acquisition, including drafting deeds, leases and other real property agreements
- election law;
- insurance coverage requirements;
- supervision of and coordination with SDRMA retained counsel
- preparation of ordinances, resolutions and policy documents
- drafting and reviewing contracts as required
- representing the District in litigation matters, including arbitration, mediation, and administrative hearings (including before Public Employees Relations Board)

As part of our everyday practice for public entities, we have drafted legislation on every imaginable topic of interest to a public entity, as well as supporting staff reports. We regularly review and draft simple and complex agreements including but not limited to agreements pertaining to real property (whether for acquisition or regulation, including easements, right of way access or abandonment), construction and subdivision

agreements, professional services agreements, Memorandum of Understanding with bargaining units, and public bidding documents.

The Firm has significant experience supporting our clients in various economic development projects, whether or not within a redevelopment project area. Our participation at the negotiating table has resulted in the full range of real property agreements drafted to protect our client's principle interests and minimize risk while also addressing the realistic goals and achievable deliverables of the developer. In our experience, an "interest-based bargaining" approach yields an agreement that is more likely to stand the test of time and result in a project that is consistent with what was initially represented to the community. We have drafted Exclusive Negotiating Agreements, Owner Participation Agreements, Development Agreements and Disposition and Development Agreements for many clients, as well as commercial leases, licenses, real property financing instruments (including promissory notes and deeds of trust), and restrictive covenants. We have experience providing defense in inverse condemnation matters, as well as advising our clients on the process to initiate eminent domain proceedings and representing our clients in eminent domain litigation.

The Firm also maintains a labor and employment team, of which Ms. Highsmith is lead counsel with assistance, as needed from Matthew Summers and Holly Whatley in both transactional and litigation matters. Ms. Highsmith has more than 20 years of experience advising public agency clients regarding all aspects of public employment law, including but not limited to drafting and negotiating terms in various Memorandum of Understanding documents and employment agreements for non-represented "at-will" personnel, drafting Employer/Employee Relations Resolutions and Personnel Rules and Regulations, advising clients on disciplinary and termination procedures and drafting required documents, advising on various employee leave laws, providing employee training regarding discrimination and harassment policies, advice on Fair Labor Standards Act requirements, preparation of Position Statements in response to unfair labor charges before Public Employees Relations Board ("PERB"), representing the public entity in disciplinary appeal hearings, and responding to employee discrimination and harassment claims under the Fair Housing and Employment Act ("FEHA").

The Firm has one of the state's leading legal experts on public financing matters. Michael Colantuono, one of the Firm's founding members, leads the team on all public financing and rate making and support matters, including advice on Proposition 218, 26 and public agency assessments.

**j. Litigation Experience and Record of Accomplishment.**

Our Firm also represents public entities in litigation matters, as needed in all areas of public law, from simple code enforcement to complex matters of first impression impacting cities on a statewide basis. Our litigators have broad experience in public-sector litigation and such related private-sector topics as general commercial litigation, employment law, and unfair competition. We have a successful litigation track record at all levels, including an extensive practice in the California Courts of Appeal and the California Supreme Court.

**Examples of Significant Appellate Representations**

**California Supreme Court**

*City of Alhambra, et al. v. County of Los Angeles, et al.* (pending), Case No. 218347 (calculation of property tax administration fees on taxes received in lieu of Vehicle License Fees and sales taxes under the VLF Swap and Triple Flip)

*Ardon v. City of Los Angeles* (pending), Case No. S174507 (availability of class action remedy in challenge to local taxes, assessments and fees)

*Greene v. Marin County Flood Control & Water Conservation District* (2010) 49 Cal.4<sup>th</sup> 277 (property owner ballots on fees subject to Prop. 218 not subject to ballot secrecy requirement)

*Richmond v. Shasta Community Services Dist.* (2004) 32 Cal. 4<sup>th</sup> 409 (increased capacity charge and fee for fire suppression imposed on applicants for new service connections not an "assessment" subject to Proposition 218)

**California Court of Appeal for the First Appellate District**

*City of Scotts Valley v. County of Santa Cruz* (pending), Case No. A126357 (calculation of no- and low-property-tax city allocation of property taxes) (Counsel for amici)

*Macy's Dept. Stores v. City and County of San Francisco* (2006) 143 Cal. App. 4<sup>th</sup> (Where business tax is found to violate Commerce Clause, refund limited to amount sufficient to cure discriminatory effect of tax) (Counsel for Amici)

## **California Court of Appeal for the Second Appellate District**

*AB Cellular LA, LLC v. City of Los Angeles* (2007) 150 Cal. App. 4<sup>th</sup> 747 (City's decision to implement federal law and expand cell tax to cover all airtime was a tax "increase" requiring voter approval under Proposition 218)

*Stonehouse Homes v. City of South Pasadena* (2008) 167 Cal. App. 4<sup>th</sup> 531 (Demurrer sustained as to challenge to legislation proposed pursuant to zoning moratorium but not yet enacted)

*Tracfone Wireless Inc. v. City of Los Angeles* (pending), Case No. B207288 (calling card provider had standing to seek refund of telephone user taxes)

*Birke v. Oakwood Worldwide* (2009) 169 Cal. App. 4<sup>th</sup> 1540 (pervasive outdoor secondhand smoke may form the basis for private nuisance claim) (counsel for amicus California Chapter of the American Lung Association)

## **California Court of Appeal for the Fourth Appellate District**

*Beutz v. County of Riverside* (2010) 184 Cal.App.4<sup>th</sup> 1516 (Landscaping and Lighting Act Assessment engineer's report insufficient to satisfy standards of Prop. 218)

*Jentz v. City of Chula Vista*, Case No. D055401 (consistency of specific plan with slow-growth initiative) (unpublished, November 3, 2010)

*City of El Cajon v. San Diego County LAFCO* Case No. G041793 (challenge to denial of island annexation) (unpublished August 11, 2010)

*Citizens Ass'n of Sunset Beach v. City of Huntington Beach* (pending) Case NO. G045878 (application of Prop. 218 to extension of City taxes into annexation area)

## **California Court of Appeal for the Fifth Appellate District**

*Howard Jarvis Taxpayers Ass'n v. City of Fresno* (2005) 127 Cal. App. 4<sup>th</sup> 914 (transfer from utility enterprise to general fund pursuant to voter-approved charter provision as payment in lieu of property taxes violated Proposition 218's restrictions on use of property related fees)

## **Court of Appeal for the Sixth Appellate District**

*Citizens for Responsible Open Space v. San Mateo County LAFCO* (2008) 159 Cal. App.4<sup>th</sup> 717 (rejecting procedural challenges to annexation to open space district) (ghost-writers of amicus brief)

## **Ninth Circuit Court of Appeals**

*Cadkin v. Loose*, 569 F.3d 1142 (9<sup>th</sup> Cir. 2009) (definition of “prevailing party” for purposes of attorney fee award under the Copyright Act)

**k. If any of the attorneys listed in the proposal have been successfully sued for malpractice, been the subject of complaints filed with the State Bar, or had discipline imposed by the State Bar, provide information on the nature of the incident, the dates on which the matter began and concluded, and results.**

No disciplinary actions or investigations have ever been conducted by any regulatory or law enforcement agency against any of the professionals at the Firm or against the Firm itself. None of our professionals or our firm has ever been sued for malpractice. All of us at Colantuono, Highsmith & Whatley pride ourselves on our reputations, our commitment to professional ethics, and our dedication to our clients.

## **Specialty Services Not Provided**

**List specialty services you do not provide and detail how you propose the Library to receive such services.**

While we are able to review debt financing instruments supporting a bond issuance and aid in preparation of the Official Statement, we do not provide bond counsel services. This is specialty work for which the City should contract separately; fortunately, the cost of bond counsel, as part of the costs of issuance, is typically folded into the sizing of the bond itself.



## **Main Contact for the Library**

**Specify the individual you propose as the main contact for the Library and identify the individual(s) proposed to serve in their absence.**

Terri Highsmith will be your main contact; Matt Summers will be available in Terri's absence. The Firm has a full staff of 22 attorneys, several of whom are also City Attorneys and have significant experience in covering legislative body meetings.

## **Systems and Mechanisms**

**Describe the systems/mechanisms that will be established to ensure timely responses to the Library Board of Trustees, Library Director, and staff. Identify the response time the Library can expect under your proposal.**

**Response Time:** Accessibility is also of vital importance in the relationship between the District Board of Trustees and the General Counsel. We have a policy of returning all client calls within 24 hours or less. Ms. Highsmith is always attached to her smart-phone and is accessible by telephone and email at all times.

We have found that each executive director or general manager, department head and elected official has his or her own preferred method of communication – and we are able and available to accommodate a variety of communication styles. We will work with the District staff and Board members to establish the most effective way for our attorneys to receive requests and assignments and to send our product to you. Many of our clients prefer e-mail over other alternatives, due to its speed, the facility of tracking requests and responses and the ability to share access to documents. In addition, each of our attorneys is equipped with a “smart phone” to allow them access to e-mail, calendars, contact lists, etc. to make them fully accessible and fully equipped when on a client’s site or otherwise working outside the office.

The Firm has a state-of-the-art computer system. We use both Word (current version is Word 2013) with sophisticated macro packages to simplify document development, and can transfer documents easily over the Internet. We work within a cloud platform (Amazon Workspaces) and have full-time broadband Internet access, access to the most up-to-date on-line legal research databases (at no cost to clients for routine research), a fully integrated timekeeping/billing/accounting system, and a computerized contact database that makes conflict checking virtually instantaneous.

Our attorneys can remotely access our computer system anywhere they have Internet access, allowing them full access to all of the tools and information necessary to serve you whether in our office or yours or, when necessary, at home. Our advisory attorneys carry smart phones/personal digital assistants to allow them access to e-mail, calendars, contact lists, etc. to make them fully accessible and fully equipped when on a client's site or otherwise working outside the office.

**Status Reports on Projects, Requests and Litigation:** We provide regular status reports to our public agency clients, including immediate updates on any significant developments and quarterly or monthly reports on pending matters such as major projects or litigation. More importantly, we strive to have frequent and regular, personal contact with District management staff and Board members so that the written information our clients receive never comes as a surprise. We will work with the District to provide reports in the manner desired by the District Board. We also recommend closed session status reports on ongoing litigation matters at least quarterly, in order to permit the Board of Trustees to discuss the status, ask questions and get direct responses from the General Counsel in a permissible closed session group setting.

**Legislative and Case Law Updates:** We track the progress of legislation likely to impact public agencies, as well as significant case law developments and forward this information to our clients on a "shared cost" basis for those clients for which the information is relevant. We provide these legislative updates and significant case law developments as they become applicable. Generally, the public entity client would receive legislative updates by or before the first quarter of the year when most new legislation is applicable.

**Firm Newsletter:** The Firm publishes a quarterly newsletter regarding developments in the law of concern to public entities (including land use, CEQA developments, labor and employment, and public financing, to name a few topics) which is provided at no cost.

## Public Agency References

**Provide a minimum of three public agency references for which services have been provided within the past three years. Include the name, title, agency, telephone number, and email address for each reference.**

### References for Teresa L. Highsmith:

Gabriel Engeland, City Manager  
City of Sierra Madre  
Telephone: (626) 355-2917  
[gengeland@cityofsierramadre.com](mailto:gengeland@cityofsierramadre.com)

John Harabedian, Councilmember  
City of Sierra Madre  
Telephone: (626) 616-2095  
[jharabedian@cityofsierramadre.com](mailto:jharabedian@cityofsierramadre.com)

Past-Mayor Diana Mahmud  
City of South Pasadena  
Telephone: (626)403-7218  
[diana.mahmud@gmail.com](mailto:diana.mahmud@gmail.com)

Steve Fjeldsted, Library Director  
City of South Pasadena  
Telephone: (626) 403-7330  
[sfjeldsted@southpasadenaca.gov](mailto:sfjeldsted@southpasadenaca.gov)

Curt Mitchell, City Manager  
City of Barstow  
Telephone: 760-255-5101  
(760) 718-8142 (cell)  
[cmithcell@barstowca.org](mailto:cmithcell@barstowca.org)

Mayor Julie Hackbarth-McIntyre  
City of Barstow  
(760) 964-6178 (mobile)  
[jmcintyre@barstowca.org](mailto:jmcintyre@barstowca.org)

### References for Matthew T. Summers:

Steve McClary, City Manager  
City of Ojai  
Telephone: (805) 646-5581  
[mcclary@ojaicity.org](mailto:mcclary@ojaicity.org)

Paul Blatz, Councilmember  
City of Ojai  
Telephone: (805) 646-3110  
[blatzojaicitycouncil@gmail.com](mailto:blatzojaicitycouncil@gmail.com)

Maureen Tamuri  
Community Development Director  
City of Calabasas  
Telephone: (818) 224-1701  
[mtamuri@cityofcalabasas.com](mailto:mtamuri@cityofcalabasas.com)

Mark Sikand  
Planning Commissioner  
City of Calabasas  
Telephone: (818) 901-7451  
[msikand@sikand.com](mailto:msikand@sikand.com)

## **Additional Information**

Our reputation among both our legal peers and our clients is that ours is the Firm you consult with for your most challenging legal issues. We pride ourselves on crafting creative legal solutions and options which are politically savvy and intended to preserve the credibility of the governing body while educating and managing the expectations of the community. We are not “ivory tower” practitioners, passively advising on what the law states, as the law is seldom “black or white;” instead, we work with our clients to help you achieve your goals within legal parameters. We also approach all legal issues from the perspective of “the big picture,” in order to provide advice which results in consistency in all client actions and policies.

## **Billing Rates:**

### Fee-for-Service Methodology.

In the past with other general counsel clients, we have found it beneficial to work at an established hourly rate for some months prior to determining the appropriate monthly retainer amount. If the District would be interested in doing so, the hourly rate for all **General Services** would be \$235 per hour for the first 20 hours, and \$250 per hour for any additional hours; the hourly rate for **Special Services** would be \$265 per hour; litigation appellate work shall be capped at the rate of \$350, depending on the billing rate of the attorney providing the work.

### General Services include:

1. Provide routine legal assistance, advice and consultation to the District Board and to District staff relating to general public law issues, conflict and ethics questions, Brown Act, potential tort liability and risk management.
2. Prepare and review legal opinions, ordinances, resolutions, agreements and related documents.
3. Attend regular meetings and special meetings as may reasonably from time to time be specified, of the District Board of Trustees. Provide advice concerning the Brown Act, parliamentary procedure and meeting management.
4. Provide training on ethics, conflicts, Brown Act and other routine topics for District staff, appointed and elected officials.
5. Monitor pending state and federal legislation and regulations, and new case law, as appropriate.
6. Perform such other or additional routine legal services (not identified as Special Services below) as may be requested by the District, acting by and through the District Board of Trustees or the District Director.
7. Administer contracts that the District may have with other legal counsel.
8. Monitor the handling of lawsuits by outside legal counsel and prepare a status report on all pending lawsuits on a quarterly basis.

### Special Services include:

1. Litigation services, including advice and representation concerning actual or threatened litigation, administrative proceedings and court proceedings.

2. Legal research and analysis, negotiation, bargaining and dispute resolution pertaining to labor, employment and personnel matters.
3. Advice regarding revenue measures, local taxes, fees and assessments and other advice regarding the law of municipal finance.
4. Environmental Legal Services other than normal, cursory review of negative declarations, environmental impact reports and project-level environmental documentation as needed.
5. Real Estate and Eminent Domain Services other than normal review of escrow documents, title reports and contracts of sale.
6. Insurance Coverage Services, such as advice and representation regarding disputes with the District's risk pool or other insurance provider.
7. Such other specialized services as may be required by the District.

Unless otherwise requested by our clients, we bill on a monthly basis (the 1<sup>st</sup> through the end of the month), with bills transmitted to you by the first half of the next month. The invoice for legal services will include an itemized statement of the professional services provided and the time expended to provide those services in the form customarily submitted by the Firm to clients which are billed on an hourly basis. Invoices for legal services charged by the Firm will be in increments of 1/10 of an hour (*i.e.*, six-minute units) at the applicable rates.

The Firm frequently shares costs among our many municipal clients throughout the state of California. For example, we provide annual and periodic legislative updates, as well as important and relevant case law updates and direction to our public agency clients, where each agency pays a proportionate fraction of the total cost of research and preparation of the memoranda. The Firm maintains a comprehensive electronic library of legal memoranda, training materials, and agreements and documents of every kind which have been prepared for its various public agency clients. Unlike some firms who charge a flat rate for client use of the Firm's work product, this extensive body of knowledge and information is recycled, updated and customized for individual client needs, charging the client only for the time to update and customize the existing work. The Firm also shares litigation costs among public agency clients on matters of similar importance to those clients involved.

We would not expect an automatic increase and generally only adjust our rates by mutual agreement with our general counsel clients.

The Firm has a fully integrated timekeeping, billing and accounting system. Our system allows us to tailor the monthly bills for the District in the manner that is most useful for its needs, including cost recovery by Department and/or project. We strive to

make our bills more than a means to be paid, but also a management tool to allow your District Board, District Director, and other District staff to work with us to manage our services for maximum benefit to the District's programs and at efficient cost. We will timely provide documentation requested by the District or its auditors for any audits of our legal bills.

The Firm does not add any overhead or administrative charge to our fees or out-of-pocket costs. Regarding litigation services (which fall under "Special Services"), the Firm will bill the District for items such as filing fees, duplication, computerized legal research, and similar out-of-pocket expenditures at their actual cost. These items will be separately designated on the Firm's monthly statements as "disbursements," and will be billed in addition to fees for professional services. Photocopies shall be billed at 15 cents per page and the Firm will not charge for word-processing services, secretarial services or secretarial overtime. Similarly, we do not charge for email transmission of documents and pdf's and, although rarely used, charge one dollar per outgoing page for facsimile transmissions. As to other costs, we simply pass on to you, without mark-up, the costs of any expenses incurred, such as outside copying, Federal Express charges, long distance telephone calls, etc. Moreover, unlike many firms, we do not charge additional fees for basic computer-assisted research or investigation. In the event a separate fee is charged to the Firm for unusual research (e.g., out-of-state or foreign jurisdictions), we would pass that expense on to the District without mark-up. We charge mileage at the federally established rate. We do not charge travel time to and from regular District Board meetings.

We would not expect an automatic increase and generally only adjust our rates by mutual agreement with our general counsel clients. Any requests for a fee adjustment are generally made at the beginning of a calendar year.

## **Standard Contract**

Please see Attachment 1







AGREEMENT FOR LEGAL SERVICES  
FOR THE ALTADENA LIBRARY DISTRICT

This Agreement is made and entered into by and between the law firm of Colantuono, Highsmith & Whatley, PC ("the Firm") and the Altadena Library District ("the District").

R E C I T A L S:

A. The District desires to retain the Firm to discharge the duties of the office of General Counsel of the Altadena Library District.

B. The attorneys of the Firm are duly licensed under the laws of the State of California and are fully qualified to discharge the duties of the office of General Counsel and to provide the services contemplated by this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

**1. Scope of Services.**

A. The Firm shall discharge the duties of the office of General Counsel of the Altadena Library District and shall use its best efforts to provide legal services in a competent and professional manner. The Firm shall provide all legal services to the District of the kind and nature typically provided by an in-house General Counsel's office or otherwise directed in writing by the District. Except where conflict of interest rules require otherwise, the Firm shall supervise the activities of all other counsel retained by or for the District and shall review the work of such counsel on behalf of the District.

B. The legal services to be provided by the Firm shall consist of those set forth in Exhibit "A" attached hereto and shall be billed at the rates set forth therein.

**2. Designation of General Counsel.**

Teresa L. Highsmith is designated as General Counsel. Matthew T. Summers is designated as Assistant General Counsel as needed. The parties understand and agree that the Firm may, from time to time, utilize other attorneys within the Firm to assist Ms. Highsmith in the performance of this Agreement.

### **3. Billing Procedures and Monthly Statements.**

A. The Firm shall submit to the District, within thirty (30) days after the end of each calendar month, an itemized statement of the professional services provided and the time expended to provide those services in the form customarily submitted by the Firm to clients which are billed on an hourly basis. The parties acknowledge that payment of all monthly statements is expected to be made within thirty (30) days of the billing date. The District will not be liable for interest or finance charges, although persistent late payment shall be a basis for the Firm to review its relationship with the District.

B. The Firm will bill the District for actual, out-of-pocket expenses such as, but not limited to, authorized travel (other than travel to or from District offices), long-distance telephone calls, filing fees, duplication, computerized legal research (except as provided to the contrary below), and similar out-of-pocket expenditures. Photocopies shall be billed at 15 cents per page, outgoing faxes will be charged at \$1 per page. All other expenses will be billed at cost, without markup. The Firm will not charge for word-processing services or secretarial overtime. The Firm will make best efforts to avoid the use of outgoing faxes, and the costs associated with them, by use of email, U.S. Mail, and other means. These items will be separately designated on the Firm's monthly statements as "disbursements," and will be billed in addition to fees for professional services. The Firm will not charge the District for routine computerized legal research such as Lexis-Nexis or Westlaw research, but will pass through to the District at cost, without markup, its cost for use of specialized databases outside the Firm's contract with Westlaw or a similar provider.

C. Time will be charged by the Firm in increments of 1/10 of an hour (*i.e.*, six-minute units). The rate structure in general, or the rates of attorneys of particular levels of experience, may be increased or altered from time to time, after written notice to, the District. No such change shall affect the terms of Exhibit A to this Agreement absent amendment of this Agreement pursuant to Section 8 below. The current hourly rates of the firm's professionals for non-retainer services are shown in Exhibit B attached hereto.

### **4. Resolution of Fee Disputes.**

The District is entitled to require that any fee dispute be resolved by binding arbitration in Los Angeles pursuant to the arbitration rules of the Los Angeles County Bar Association for legal fee disputes. In the event that District chooses not to utilize the County Bar Association's arbitration procedures, District agrees that

all disputes regarding the professional services rendered or fees charged by the Firm shall be submitted to binding arbitration in Los Angeles to be conducted by ADR Services, Inc. in accordance with its commercial arbitration rules. THE DISTRICT SHOULD REVIEW THIS PARAGRAPH CAREFULLY AND, IF IT WISHES, SEEK INDEPENDENT LEGAL COUNSEL REGARDING IT, AS THE DISTRICT AND THE FIRM ARE AGREEING TO FOREGO SIGNIFICANT RIGHTS IN THE EVENT OF A DISPUTE BETWEEN THE PARTIES, INCLUDING THE RIGHT TO A JURY TRIAL.

**5. Term of the Agreement.**

This Agreement shall be effective as of \_\_\_\_\_, 2018 and shall remain in full force and effect until terminated in accordance with Section 6 hereof.

**6. Termination of the Agreement.**

District has the right to terminate the Firm's representation at any time, without cause, subject to an obligation to give notice in writing to the Firm at least sixty (60) days prior to termination. Termination is effective sixty (60) days from the date of the written notice unless otherwise specified therein. The Firm has the same right, subject to the Firm's ethical obligations under the Rules of Professional Conduct to allow the District sufficient notice prior to termination so that District will be able to arrange alternative representation. In either circumstance, District agrees to secure new counsel as quickly as possible and to cooperate fully in the substitution of the new counsel as counsel of record in any action in which the Firm may represent the District. The Firm agrees to cooperate fully in any such transition, including the transfer of files. Notwithstanding the termination of the Firm's representation, District will remain obligated to pay to the Firm all fees and costs incurred prior thereto.

**7. Files and Records.**

A. All legal files of the Firm pertaining to the District shall be and remain the property of District. The Firm will control the physical location of such files during the term of this Agreement. The Firm may, in its discretion, maintain all or part of the District's client file in electronic format. The Firm may store part or all of the District's electronic documents using secure cloud storage services. If so, the Firm will use all reasonable methods to maintain the confidentiality of District files, just as it does for the District's non-digital files. The District's data will be password protected and encrypted using currently available technology.

B. District shall have the right to access and examine records of the Firm pertaining to the District, without charge, during normal business hours upon written request, provided, however, that the Firm may protect the confidences of its other clients in providing this information to the District and otherwise comply with applicable law. District shall further have the right to audit such records, to make transcripts therefrom and to inspect all data, documents, proceedings, and activities upon written request, provided, however, that the Firm may protect the confidences of its other clients in providing this information to the District and otherwise comply with applicable law. The Firm does not permit direct access to its files by clients, but will provide the District access to the Firm's records pertaining to the District as provided herein and upon written request. This same procedure will apply to information stored in the cloud.

C. The Firm shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. If the District asks the Firm to deliver its file to the District, delivery of an electronic version, together with any materials that cannot be saved electronically, satisfies the Firm's obligation to release all client papers and property to the District. Three years after termination of the attorney-client relationship, and after reasonable notice, the Firm will be free to destroy the District's client file, including all electronic records. The Firm may also discharge its obligation to maintain the District's file prior to the expiration of three years by mailing a copy to the District. "Reasonable notice" means the Firm's mailing of a notice of our intent to destroy your client file to the District.

#### **8. Modifications to the Agreement.**

Unless otherwise provided in this Agreement, modifications relating to the nature, extent or duration of the Firm's professional services to be rendered hereunder shall require the prior written approval of the Board of Library Trustees of the District. Any such written approval shall be deemed to be a supplement to this Agreement and shall specify any changes in the Scope of Services and the agreed-upon billing rates to be charged by the Firm and paid by the District.

#### **9. Independent Contractor.**

No employment relationship is created by this Agreement. The Firm and its members shall, for all purposes, be an independent contractor to the District. The Firm and its members shall not be entitled to participate in any pension plan (including,

without limitation, the Public Employees Retirement System), insurance, bonus, or other similar benefits provided to District employees.

**10. Nondiscrimination.**

In the performance of this Agreement, the Firm shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, medical condition, or any other unlawful basis.

**11. Assignment and Delegation.**

This Agreement contemplates the personal professional services of the Firm. Neither this Agreement nor any portion thereof shall be assigned or delegated without the prior written consent of the District. Delegation to attorneys outside the Firm shall be limited to those situations in which the Firm is disqualified by virtue of a conflict of interest, or where the Firm does not possess the expertise to competently perform services in a particular practice area. Delegation shall not be made without the prior written approval of the District Director. The Firm shall supervise delegated work, except where precluded from doing so by virtue of a conflict of interest, and where otherwise agreed to by the parties hereto.

**12. Insurance.**

A. The Firm currently maintains in full force and effect a professional liability insurance policy which provides coverage in an amount not less than \$2,000,000 per occurrence and \$2,000,000 aggregate. Said insurance policy provides coverage to the District for any damages or losses suffered by the District as a result of any error or omission or neglect by the Firm which arises out of the professional services required by this Agreement.

B. The Firm currently maintains workers' compensation insurance in accordance with Section 3700 of the California Labor Code.

C. The Firm currently maintains non-owned automobile liability insurance as it does not own any automobiles. The Firm warrants for benefit of the District that it owns no automobiles and, that should it acquire any in the future, it will notify the District promptly of that fact so the District may revisit the limitation of this Agreement to non-owned automobile liability insurance.

C. The Firm agrees to notify District in the event the limits of its insurance should fall below the coverages stated in paragraph A or if the insurance policies noted here are allowed to lapse and substitute insurance is not obtained.

**13. Indemnification.**

The Firm shall indemnify, hold harmless and defend District, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, or negligent acts, errors or omissions of the Firm in the performance of this Agreement.

**14. Conflicts of Interest.**

The Firm and its members shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.).

**15. Permits and Approvals.**

The Firm and its members shall obtain, at the Firm's sole cost and expense, all permits, and licenses necessary in the performance of this Agreement.

**16. Severability.**

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

**17. Entire Agreement.**

This Agreement, together with Exhibits "A" and "B" hereto, shall constitute the full and complete agreement and understanding of the parties and shall

be deemed to supersede all other written or oral statements of any party hereto relating to the subject matter hereof.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have caused this Agreement to be executed as of \_\_\_\_\_, 2018.

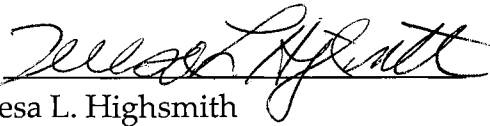
ATTEST:

ALTADENA LIBRARY DISTRICT

\_\_\_\_\_  
Secretary

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

COLANTUONO, HIGHSMITH & WHATLEY, PC

By:   
Teresa L. Highsmith  
Shareholder



## EXHIBIT A

### SCOPE OF SERVICES AND APPLICABLE BILLING RATES

#### I. GENERAL LEGAL SERVICES

A. *General Services.* The general legal services to be provided by the Firm to the District shall include the following:

1. Provide routine legal assistance, advice and consultation to the District Board of Library Trustees, District Director and to District staff relating to general public law issues, conflict and ethics questions, Brown Act, potential tort liability and risk management.
2. Prepare and review legal opinions, ordinances, resolutions, agreements and related documents.
3. Attend all regular meetings and all special meetings as may reasonably from time to time be specified, of the Altadena Library District Board of Library Trustees.
4. Provide advice concerning the Brown Act, parliamentary procedure and meeting management.
5. Provide training on ethics, conflicts, Brown Act and other routine topics for District staff, appointed and elected officials.
6. Monitor pending state and federal legislation and regulations, and new case law, as appropriate.
7. Provide routine advice and drafting of required documents for property acquisitions, property dispositions, public improvements and works, easement dedications, and right of way abandonment.
8. Coordinate contracts that the District may have with other legal counsel.
9. Perform such other or additional routine legal services (not identified as Special Services below) as may be requested by the District, acting by and through the Board of Library Trustees or the District Director.
10. Perform all duties of the office of General Counsel, except to the extent such duties are provided for in Sections II or III below.

B. *General Rates.* The general services described in paragraph A shall be provided at \$235 per hour for the first 20 hours within the month, and \$250 per hour for each additional hour of general service, regardless of which attorney of the Firm provides those general services.

C. *Task Billing.* Upon request by District, Firm will propose flat-fee amounts to cover Special Projects as defined above or specific tasks under Sections II and III below. When such task, flat-fee arrangements have been agreed upon by the Firm and the District Board of Trustees, they shall control over the rates provided by this Agreement.

## II. LITIGATION SERVICES

A. The Firm will provide litigation services to the District in any and all matters assigned by the District, except as delegated pursuant to paragraph 11 of the Agreement, or as otherwise agreed in writing by the Firm and the District.

B. The litigation services specified in paragraph A shall be billed at the regular hourly rates of the attorneys and other professionals providing such services at the time those services are provided to a maximum of \$265 per hour, and \$350 per hour for appellate work, or as otherwise agreed pursuant to paragraph I.B. above. The non-retainer rates in effect on the Effective Date of this Agreement are set forth in Exhibit B.

## III. OTHER SPECIALIZED LEGAL SERVICES

The specialized legal services (excluding those described above) to be provided by the Firm to the District shall include the following:

1. Legal services pertaining to labor, employment and personnel matters.
2. Advice regarding taxes, assessments, fees and other Financial Advice.
3. Environmental Legal Services other than routine review of negative declarations, environmental impact reports and other project-level environmental documentation.
4. Real Estate and Eminent Domain Services other than routine review of escrow documents, title reports and contracts of sale.
5. Insurance Coverage Services, such as advice and representation regarding disputes with the California Joint Powers Insurance Authority or another insurance provider.
6. Such other specialized services as may be required by the District.

The specialized legal services specified in this paragraph shall be billed at the regular hourly rates of the attorneys providing such services at the time those services are

provided, up to a maximum of \$265 per hour. The non-retainer rates in effect on the Effective Date of this Agreement are set forth in Exhibit B.

**Exhibit B**

Non-Retainer Hourly Billing Rates  
as of January 1, 2018

Shareholders and senior contract attorneys	\$265
3 <sup>rd</sup> year and more senior associates	\$250
1 <sup>st</sup> and 2 <sup>nd</sup> year associates	\$235
Paralegals	\$170
Legal assistants	\$125 to \$150

**ALTADENA LIBRARY DISTRICT**

**\*\*\*\***

**REQUEST FOR PROPOSALS/QUALIFICATIONS**

**FOR LEGAL SERVICES**

**\*\*\*\***

**KANE, BALLMER & BERKMAN**

**515 So. Figueroa Street**

**Suite 780**

**Los Angeles, California 90071**

**Telephone: (213) 617-0480**

**Facsimile: (213) 625-0931**

**Contact: Susan Apy, Principal**

**Email: [Susan@kbblaw.com](mailto:Susan@kbblaw.com)**

**PROPOSAL DATE:**

**April 13, 2018**

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# TAB 1



**KANE, BALLMER & BERKMAN**  
A LAW CORPORATION

WWW.KBBLAW.COM

PHILLIPS POINT  
777 SOUTH FLAGLER DRIVE  
SUITE 800 - WEST TOWER  
WEST PALM BEACH, FLORIDA 33401  
TELEPHONE (855) 498-8554 (TOLL FREE)  
TELEPHONE (561) 515-6010  
FACSIMILE (561) 515-6001

MAIN OFFICE:  
515 S. FIGUEROA STREET, SUITE 780  
LOS ANGELES, CALIFORNIA 90071  
TELEPHONE (213) 617-0480  
FACSIMILE (213) 625-0931

SAN DIEGO OFFICE:  
402 WEST BROADWAY, 4TH FLOOR  
SAN DIEGO, CALIFORNIA 92101  
TELEPHONE (619) 567-3450  
FACSIMILE (619) 567-3448

ATTORNEYS ADMITTED IN FLORIDA:  
KENDALL D. LEVAN, PRINCIPAL SHAREHOLDER

MURRAY O. KANE  
OF COUNSEL

BRUCE D. BALLMER  
(RETIRED)

ROBERT P. BERKMAN  
(1919-2001)

April 26, 2018

Altadena Library District  
600 E. Mariposa Street  
Altadena, California 91001

Attention: Ryan Roy, Acting District Director

**Re: Request for Proposal/Qualifications - Legal Services**

Dear Mr. Roy:

Thank you for providing Kane, Ballmer & Berkman, a law corporation ("KBB") the opportunity to submit this proposal for legal services to the Altadena Library District ("ALD"). This proposal is in response to the Altadena Library District's Request for Proposal/Qualifications issued on April 13, 2018.

KBB is headquartered in downtown Los Angeles, with offices in downtown San Diego and Tallahassee, Florida. Our proposal is for Susan Apy, a Principal shareholder of the firm, to serve as the lead advisory counsel offering legal services under this RFPQ. Ms. Apy has been with KBB since 1999 and has over 20 years experience in advising and assisting public agency clients in matters related to their operation and implementation. In the event of Ms. Apy's absence for any reason, the alternate attorney Todd Mooney would also serve as advisory counsel. Other attorneys of KBB will be available to provide assistance as necessary to the ALD, with approval of the ALD.

KBB is well-qualified and fully committed to represent and advise the ALD on matters related to the operation of a special district. We understand the legal services would include attendance at meetings, the provision of advice, opinions, assistance and consultations on a wide range of areas as specified by the ALD, the provision of training on legal requirements imposed by statute, review, approval, and preparation of documentation as requested by the ALD, and



KANE BALLMER & BERKMAN

Altadena Library District  
Ryan Roy, Acting District Director  
Re: Request for Proposal/Qualifications - Legal Services

April 26, 2018  
Page 2 of 2

other matters as requested by the ALD. KBB has significant experience acting as legal counsel for local governmental agencies and advising boards and staff, including with regard to open government, public records, contracts, real property, pending legislation, and litigation, with a keen eye toward minimizing risk.

Our clients benefit from our five-decade track record. For many years, KBB has been highly sought as counsel for public entities and their legal advisory needs. We take pride in providing efficient legal expertise in our services to public agencies, including promoting government transparency, ethical leadership, and professional conduct. KBB's objective is to provide top quality legal services to our clients.

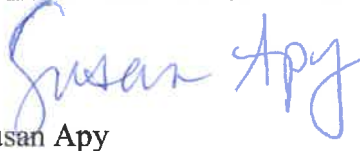
We have reviewed the scope of services set forth in the RFPQ by the ALD and are very familiar with all of the elements necessary to provide effective, smart and grounded advisory in specialized services related to all aspects of public agency law.

We have determined that KBB has no conflict of interest with representing the ALD, and is well positioned to represent the ALD as set forth in the RFPQ. No attorneys at KBB have been successfully sued for malpractice, been the subjects of complaints filed with the State Bar or had discipline imposed by the State Bar.

Please refer to the enclosed documents in our proposal for our detailed responses to each of the specific requests for information set forth in the RFPQ. We appreciate your consideration and look forward to hearing from you on our proposal.

Very truly yours,

KANE BALLMER & BERKMAN



Susan Apy

Enclosures

## **TAB 2**

## **FIRM OVERVIEW**

Kane, Ballmer & Berkman (“KBB”) is an AV-rated law firm with 9 attorneys and support staff. KBB specializes in providing top quality, efficient and ethical legal services to special districts, municipalities, housing authorities, successor agencies to former redevelopment agencies, community development commissions, and other public entities for all sizes and types of communities. Since 1963, KBB has represented over eighty public entities. The following is a sample of current active clients of KBB: Culver City, Glendale, Huntington Beach, Imperial Beach, Inglewood, La Mesa, Lynwood, Ontario, Oxnard, Palmdale, Pasadena, and Solana Beach. KBB also represents a few private clients in unrelated litigation matters.

KBB offers legal representation for such core general public agency law matters including as open meetings and the Ralph M. Brown Act, the California Public Records Act, election matters, tort liability, workers’ compensation, police liability, public finance issues, proprietary interests, and pension matters. Kane, Ballmer & Berkman has maintained ongoing hands-on experience interacting and interfacing with and attending meetings of governing boards, city councils, planning commissions and redevelopment boards for all sizes and types of communities located throughout California. In all of these, the individuals representing KBB recognize their function is to provide timely advice and assistance to assure those meetings are effective, so the necessary public business can be accomplished as the elected and appointed officials deem appropriate. KBB always places an emphasis on finding creative, innovative solutions to use the maximum amount of flexibility the law and ethics provide to accomplish a community’s goals.

KBB provides legal services in related substantive fields such as military base conversions, environmental procedures and determinations (under both CEQA and NEPA), hazardous waste litigation and remediation, land use and planning, redevelopment, real estate development and finance, assessment district creation, public works, redevelopment and municipal bonds, securitization programs, property taxation and assessments, affordable and market-rate housing, eminent domain, and general municipal and trial and appellate litigation relating to these subjects.

KBB has experience in matters important to the preparation and implementation of land use and redevelopment plans, including, without limitation, zoning regulations; general, community, comprehensive, strategic, specific, and capital improvement plans; subdivision and tentative mapping; property, hotel and sales tax systems; conceptual and practical aspects of tax sharing arrangements; public-private developments and developer advances and payments for governmental purposes; real estate construction and rehabilitation; real estate debt and equity financing and security; and bonds, assessment districts and various other financial alternatives

available for capital outlays. While KBB does not act as bond counsel per se, KBB has acted as special counsel to many public entities with direct involvement in formulating plans and the essential structure and terms for bond issuances and other indebtedness such as tax allocation bonds, certificates of participation, lease revenue bonds, mortgage revenue bonds, and qualified redevelopment bonds, for the purpose of achieving overall objectives of redevelopment plans.

KBB also has broad expertise in environmental law including state and federal hazardous waste/toxic material liability, risk programs, and remediation guidelines. KBB has substantial experience in handling environmental matters involving CEQA which serves to protect the California environment through the utilization of certain environmental assessment measures.

KBB's litigation practice coordinates directly with and facilitates the transactional activities of our clients. In the area of eminent domain, KBB has been able to successfully bring its expertise to bear on various condemnation and calculation issues peculiar to municipal projects. The same is true for the land use, municipal, and environmental matters handled by KBB. In litigation, KBB takes a flexible and pragmatic approach to solving clients' issues. KBB has handled complex and precedent setting issues at both the trial and appellate levels of advocacy.

KBB's overriding objective is to assist and provide each of its clients with the level of activism most appropriate and useful to the client in order for that client to accomplish its myriad goals and objectives. This objective is accomplished by drawing upon the diverse and varied experiences of the attorneys in KBB.

## **TAB 3**

## **TAB 3A**

## SUSAN Y. APY

### **Education:**

University of California, Santa Barbara – B.A. - 1990

Santa Clara University Law School – J. D. (*magna cum laude*) - 1996

### **Professional Experience:**

Ms. Apy is a principal of Kane Ballmer and Berkman, which she joined in 1999. Ms. Apy uses her extensive experience in general municipal and public agency law to advise and assist the firm's clients in various areas of law, such as the Brown Act, the Public Records Act, contracts, real estate, bond financing (as issuer's counsel), planning, economic development, land use, environmental, prevailing wage, and affordable housing.

Ms. Apy advises and assists the firm's clients in all aspects of municipal and public agency law. Her services include attending and advising at Board and Council meetings, advising staff, negotiating, reviewing and drafting contracts, reviewing and drafting resolutions, ordinances and staff reports, reviewing, negotiating and drafting real estate documents (such as purchase and sale agreements and leases), working with and assisting other legal counsel/consultants, reviewing and advising on bond documents (as issuer's counsel), providing legal opinions, reviewing and advising on CEQA documents (such Mitigated Negative Declarations and EIRs), negotiating and drafting statutory development agreements, and negotiating and drafting affordable housing agreements. Ms. Apy has negotiated and documented numerous complex, multi-million dollar sales and lease transactions relating to both vacant and developed land helping clients statewide enhance their communities. Ms. Apy also counsels the firm's clients regarding implementing State prevailing wage laws. Ms. Apy has acted as Deputy City Attorney in Baldwin Park advising the Baldwin Park Planning Commission.

Before joining Kane, Ballmer & Berkman, Ms. Apy worked as an associate in the Public Law Department of Best Best & Krieger LLP where she represented a wide variety of public agency clients (such as cities, redevelopment agencies, and school districts) in municipal, redevelopment and real estate matters. Prior to Best Best & Krieger LLP, Ms. Apy worked as an attorney for the City of San Jose Redevelopment Agency, General Counsel's Office, where she concentrated on negotiating and drafting redevelopment agreements and implementing statutory provisions of the California Community Redevelopment Law.

Ms. Apy is a member of the Los Angeles County Bar Association and California State Bar Association.

**TAB 3B**



## **TODD C. MOONEY**

### **Education:**

United States Military Academy, West Point, New York - B.S. - 1993

Loyola Law School, Los Angeles, California - J.D. (Order of the Coif) - 2001

### **Professional Experience:**

Mr. Mooney is a senior associate at the firm, which he joined in 2008. His practice, which commenced in 2001, has consisted of assisting clients by performing public and private transactional real estate work, with a special emphasis on redevelopment, prevailing wage, land use, CEQA and public agency law.

Prior to joining Kane, Ballmer & Berkman, Mr. Mooney worked for the law firm of Brown Winfield Canzoneri Abram Inc., rising to the position of senior associate. His experience included, among other things, long-term involvement with multiple mixed-use redevelopment projects, assisting with all phases from inception through construction and operation, representing either the developer or the public agency.

Prior to attending law school, Mr. Mooney spent over five years on active duty in the U.S. Army as an officer in the Military Police Corps, rising to the rank of Captain. He served in a variety of domestic and overseas assignments, including conducting refugee rescue operations in Guantanamo Bay, Cuba and supporting felony criminal investigations in Seoul, South Korea.

He is a member of the Los Angeles County Bar Association (Sections on Real Property and State & Local Government Law) and the State Bar of California (Sections on Public Law and Real Property Law).

**TAB 3C**

**ROYCE K. JONES, Esq.**

**Education:**

University of Southern California Law Center - J.D. - 1982

University of Southern California - A.B. - 1978 (Dual Degree- Political Science and History)

**Experience:**

Mr. Jones joined Kane, Ballmer & Berkman in 1983 and is a Senior Principal of the firm. Mr. Jones's legal accomplishments have been widely recognized throughout the state of California in the areas of real estate, land use, environmental, redevelopment dissolution, market-rate and affordable housing, and municipal law practice. In this regard, his practice includes the legal representation of a variety of public clients: cities, successor agencies (to former redevelopment agencies, housing authorities, and various other public agencies; and private clients: real estate developers, equity firms and financial institutions.

In the specific areas of real estate and affordable housing, Mr. Jones is called upon by clients to handle matters involving significant and complex real estate and land use transactions. These transactions include commercial/retail shopping centers, industrial and business parks, office, residential (market rate and affordable) and mixed-use developments. Most recently, Mr. Jones has been retained to be the lead negotiator on major development contracts and agreements involving the following projects:

**Madison Square Garden Forum:** For the last two years, Mr. Jones has undertaken and negotiated contracts and agreements for the \$50 million comprehensive renovation Madison Square Gardens Forum Project in the City of Inglewood, California. The renovation of the historic Los Angeles Forum venue will become a world class destination for artists, music fans and tourists. During Mr. Jones' negotiation process, the abolishment of redevelopment came under attack by California Governor Jerry Brown. Mr. Jones exhibited his legal finesse devising Cooperation Agreements for the City of Inglewood in an effort to maintain the current project negotiations and move the project forward in future negotiations.

**Hollywood Park Tomorrow:** For the last three years, Mr. Jones has been engaged in major negotiations with this monumental mixed-use revitalization project involving the current Hollywood Park Racetrack and Hollywood Park Casino which is slated to become the new *Hollywood Park Tomorrow*. This project involves the demolition of the racetrack which will give way to 3,000 market value for sale homes, a hotel, parks and 620,000 square feet of retail space.

**NFL Stadium/Los Angeles Rams:** Most recently, Mr. Jones has been integrally involved in meetings regarding the NFL's return and relocation of the Rams professional football team to the City of Inglewood. Mr. Jones served as one of the primary negotiators involved in the preparation and review of the multiple agreements for the new world class NFL Stadium.

Mr. Jones has widened his expertise in the real estate and land use area by negotiating with the FAA certain noise mitigation issues involving municipal and federal land use issues and projects.

Another focus of Mr. Jones' practice includes billboards displays and advertisements on major federal and state freeways throughout various cities, and the need to continue these billboard displays in redevelopment project areas adjacent to freeways despite the elimination of redevelopment agencies which previously governed such displays in conjunction with the California Outdoor Advertising Act. As a result of the efforts of Mr. Jones and his interaction with the state legislature, new legislation was enacted as part of the Outdoor Advertising Act to provide for the renewal and continuous display of billboards displays within redevelopment project areas.

More particularly, Mr. Jones also filed and argued for the City of Inglewood a "Protest" before the California Public Utilities Commission in a matter involving an application filed by the Metropolitan Transportation Authority providing for the erection of an at grade crossing that would adversely affect thousands of residents, businesses and daily visitors to the City.

In addition, Mr. Jones has extensive experience in handling various other areas of law such as zoning and land use regulations and entitlements, hazardous waste/toxic material liability and remediation, and federal and state environmental quality control and regulatory issues.

As a result of his legal accomplishments in the fields of real estate and redevelopment, Mr. Jones is requested and invited to regularly speak at various legal and real estate seminars. Examples of such speaking engagements include the California and Florida State Bar conventions. As a former Advisory Board member, he has also been a features speaker for the University of Southern California Minority Real Estate Developer Program.

To complement his real estate/redevelopment experience, Mr. Jones has specialization credit and certification in the post-legal courses of personal and corporate taxation as well as corporate mergers and acquisitions.

**Professional Societies:**

Los Angeles County Bar Association (Real Estate and Taxation Divisions)  
State Bar of California  
American Bar Association  
National Bar Association  
Langston Bar Association

**TAB 3D**

## **KENDALL DEMATTEO LEVAN**

### **Education:**

JD, 1994, Thomas Jefferson School of Law

BA, 1989, Rollins College

Completed courses at Harvard University and University of Florence, Italy, during college.

### **Professional Experience:**

Kendall DeMatteo Levan is a Principal attorney with Kane, Ballmer & Berkman, a law corporation.

Ms. Levan is licensed to practice law in the States of Florida, California, and Connecticut, and before the United States District Court, Southern District, and the United States Supreme Court. Ms. Levan has been practicing specifically in the areas of municipal, public and redevelopment law for almost two decades and has represented a variety of public agencies such as municipalities and their related entities such as housing authorities, parking authorities, public financing authorities, and successor agencies to former redevelopment agencies (and formerly redevelopment agencies), and also joint exercise of powers authorities, community service districts, and public cemetery districts throughout California on a variety matters. During this time, Ms. Levan has advised on all pertinent areas of public law and acquired a wide range of skills through her unique experiences of advising public agencies on transactional matters and governmental processes and representing public agencies in court on various criminal and civil litigation matters. Ms. Levan has significant experience with negotiations on behalf of public agencies in various matters involving real estate and land use projects. In this regard, Ms. Levan continuously seeks to achieve a balance of interests with the goal of resolving any dispute for the benefit of the public agency without having to resort to litigation, unless litigation is determined necessary to further the best interests of the public agency.

Ms. Levan currently serves as Special Counsel to several of the firm's public agency clients, with a focus of advising on governmental processes, redevelopment and real estate development projects. Ms. Levan advises municipalities and housing authorities (and advised former redevelopment agencies) on, and prepares the requisite documents for, such matters as affordable housing development projects (involving funding from various state and federal sources), real property and development project workouts, mixed-use and commercial real estate development projects, and real property acquisitions and dispositions. In addition, Ms. Levan advises successor agencies and successor housing entities of former redevelopment agencies and oversight boards on the implementation of Assembly Bill No. X1 26 (2011-2012 1<sup>st</sup> Ex. Sess.) signed by the California Governor on June 28, 2011, as amended, in connection with the dissolution of redevelopment agencies, the wind down of such agencies' business and fiscal affairs, and the appropriate uses of former redevelopment agency funds, including tax increment, and property tax. Further, Ms. Levan advises on various other municipal matters involving, without limitation, environmental review, land use, zoning, mapping, municipal regulations, the Ralph M. Brown Act, the Political Reform Act, and the Public Records Act.

Prior to joining Kane, Ballmer & Berkman, Ms. Levan served as Senior Deputy City Attorney/Senior Deputy General Counsel with the San Diego City Attorney's Office. In this regard, Ms. Levan was the primary legal advisor to the Redevelopment Agency of the City of San Diego and supervised and managed the Redevelopment Unit of the San Diego City Attorney's Office. Serving in this capacity, Ms. Levan regularly attended meetings of the City Council and the Redevelopment Agency and advised in the areas of redevelopment, capital projects, housing, land use, planning, zoning, environmental, public contracting, open government, public record, conflicts of interest, committee appointment and election, and pending and potential litigation matters. Ms. Levan negotiated and prepared a variety of agreements such as disposition and development agreements, owner participation agreements, exclusive negotiation agreements, purchase and sale agreements, site assistance agreements, cooperation agreements, and financial assistance agreements for development projects (including mixed-use and affordable and market rate housing) involving multi-million dollar financing structures. In addition, Ms. Levan prepared guidelines and related real property documents for housing rehabilitation loan programs, first time homebuyer programs, and commercial storefront improvement programs. Further, Ms. Levan assisted with public bidding processes and prepared public works contracts, assisted the litigation team with case strategies and facilitating settlements, and conducted training sessions for public officials on open government, public records, conflicts of interest, and the impacts of new legislation.

Prior to joining the San Diego City Attorney's Office, Ms. Levan was a senior associate attorney with the law firm of Green, de Bortnowsky & Quintanilla, LLP, formerly Sabo & Green, LLP, and served as the designated Assistant City Attorney, Assistant General Counsel, and City Prosecutor for several of the firm's clients. In this regard, Ms. Levan regularly attended meetings of the City Council and the Redevelopment Agency, District Board of Directors and Board of Trustees, Planning Commission, and other City commissions, and advised on a variety of issues pertaining to code enforcement, planning, land use, zoning, environmental, public contracting, open government, public record, conflicts of interest, search and seizure, committee/board/commission appointment and election, redevelopment, cable franchise, waste and recycling franchise, and pending and potential litigation matters. In addition, Ms. Levan regularly prepared court pleadings and attended court hearings in civil and criminal cases. Further, Ms. Levan assisted with land use entitlements and planning approvals such as conditional use permits, variances, development permits, plan and code amendments, zoning regulations, and maps, and negotiated and prepared a variety of agreements such as cable, waste and recycling franchise agreements, professional services agreements, service provider agreements, disposition and development agreements, reimbursement agreements, and public nuisance abatement agreements. Ms. Levan also conducted training sessions for public officials on ethics, open government, public records, and conflicts of interest.

While employed by Green, de Bortnowsky & Quintanilla, LLP, Ms. Levan was very successful in prosecuting code enforcement cases and civil abatement actions to achieve compliance with municipal codes and applicable state codes. In this regard, Ms. Levan prosecuted the first case in the desert communities of Riverside County where the municipal code offender was ordered to serve jail time. In addition, Ms. Levan represented municipalities in various civil cases up to the trial stage, including filing or defending pre-trial motions or motions for summary judgment,

demurrers etc., and represented police departments and their officers in Pitchess Motion hearings with the goal of preserving the confidentiality of police officer personnel files. Further, Ms. Levan had the opportunity to negotiate with Indian tribes for the payment of increased police and fire services related to Casino expansions, and to work with United States Representative Mary Bono Mack's office to draw the boundaries of a National Monument established by President Clinton in the year 2000 under the Antiquities Act of 1906.

Ms. Levan was recently named a 2014 Top Attorney in the Municipal & Government category by the San Diego Daily Transcript, was a finalist for the 2013 Women Who Mean Business Award from the San Diego Business Journal, and is a past recipient of the Athena Award in recognition for contributions to the business community and community service. In addition, Ms. Levan served as pro bono counsel for CASA for Riverside County, Inc. (which assists children who are dependents of the juvenile court), a past president of the Cathedral City Rotary Club, and a member of the Inns of Court. Ms. Levan currently serves on the Board of Trustees and the Alumni Association Board of Directors of the Thomas Jefferson School of Law, and on the Municipal Law Handbook Editorial Committee of the City Attorney's Department of the League of California Cities.

Ms. Levan has served as a Program Speaker for several organizations on public law issues, such as for the City Clerk's Association of California on municipal law issues, the San Diego County Bar Association on redevelopment law issues, and the San Diego Chapter of City Attorneys of the League of California Cities on redevelopment related matters.

Ms. Levan received her Bachelor of Arts degree from Rollins College in Winter Park, Florida, and Juris Doctor degree from Thomas Jefferson School of Law in San Diego, California. Also, Ms. Levan completed course work at Harvard University in Cambridge, Massachusetts and at the University of Florence, Italy during college.

In addition to formal education, Ms. Levan has continued her education specifically in municipal and public law by having participated in numerous annual conferences of the League of California Cities, including the annual City Attorneys Conference. In addition, Ms. Levan serves on the Municipal Law Handbook Editorial Committee of the City Attorney's Department of the League of California Cities, and is one of a handful of municipal attorneys who review and edit the final version of the Municipal Law Handbook published each year and used as a primary resource by City Attorneys throughout California. Further, Ms. Levan is designated a Certified Redevelopment Professional by the Florida Redevelopment Association based on her successful completion of the Association's educational program.

Ms. Levan is focused on listening to her clients' needs and determining legal ways to achieve her clients' goals and objectives. While doing so, Ms. Levan is sensitive to public opinion and political issues in the local government realm and provides sound legal advice in good times and in times of controversy. While staying neutral on policy matters, Ms. Levan has cultivated long term working relationships with her clients and continues to maintain relationships with her prior clients.



**TAB 3E**

**MURRAY O. KANE  
OF COUNSEL**

**Education:**

University of California at Los Angeles  
A.B. 1967  
J.D. 1970

**Professional Experience:**

Murray O. Kane is a nationally prominent lawyer specializing in the practice of economic development and redevelopment. Mr. Kane joined the firm in 1973 and has been a principal of the firm since 1978. He has extensive experience in all phases of redevelopment, including the creation, organization and administration of agencies, creation of projects, relocation and owner participation, public improvements, and land disposition. He served as General Counsel for the Community Redevelopment Agency of the City of Los Angeles for over fifteen (15) years and is also primarily responsible for the firm's representation of the Culver City, Palmdale, Huntington Beach, Santa Monica, Los Angeles, Indio, Moreno Valley, Pasadena, and Redondo Beach redevelopment agencies.

Mr. Kane also served as litigation counsel on validating actions involving the Central Business District Redevelopment Project of the City of Los Angeles, the Alpine Redevelopment Project of the City of Tulare, the Village Redevelopment Project of the City of Claremont, the Redevelopment Plan of the Community Redevelopment Agency of the City of Santa Ana, and other projects.

In connection with redevelopment dissolution, Mr. Kane has been the primary advocate sought out by numerous clients, including Los Angeles and the League of California Cities. Mr. Kane is active with dozens of local government successor agency assignments, including many in litigation involving core municipal government operations.

Among his other most noteworthy accomplishments have been:

- Creator of concept of insurability of Orders of Immediate Possession to permit conveyance and construction financing prior to Agency property ownership.
- Advised on first use of tax increment for affordable housing. 1974-75 (Mission Inn, Riverside and Airport Move-On Program, Los Angeles).
- Drafted redevelopment plan language as the basis for redevelopment affordable housing set aside legislation.
- Successful adoptions of redevelopment plans under Disaster Redevelopment (Including Whittier plan, adopted six weeks after October, 1987 earthquake, and Santa Monica and five Los Angeles Earthquake Recovery Plans adopted after January, 1994

- earthquake).
- Lead attorney in the negotiation and documentation of such projects as:
    - Fox Hills Mall, Culver City.
    - Central Library Revitalization Project
    - Maguire/Thomas Library Tower Project.
    - County of Los Angeles First Street Properties.
    - San Jose Convention Center Hotel
    - Corporate Pointe, Culver City
    - Waterfront Project, Huntington Beach

Mr. Kane is a frequent lecturer on redevelopment topics to such organizations as the League of California Cities, the Los Angeles County Bar Association and the California Redevelopment Association, as well as serving as periodic guest lecturer of the Schools of Law and Business (Real Estate) of the University of Southern California. Mr. Kane has testified on the financing of redevelopment projects before Legislative Committees of the States of California, Colorado and Kansas. Mr. Kane has also testified as an expert witness of the subject of redevelopment in the Superior Court of the State of California for the County of Los Angeles and the County of Napa. His expert testimony was expressly relied upon by the California Supreme Court in Napa v. Marek, a major case decided in favor of redevelopment agencies of the State of California.

Before joining the firm, Mr. Kane served as City Prosecutor, Assistant City Attorney and Acting City Attorney for the City of Culver City, California.

In those capacities Mr. Kane had personal and primary responsibility for providing legal services to all levels of city government on all aspects of municipal law. He sat as legal counsel to City Council and Planning Commission, and prosecuted all misdemeanors occurring within the City (both State and Municipal Code) and advised and defended the police department and its officers in civil and criminal matters. He drafted all revisions to the Municipal Code and all City ordinances, resolutions and contracts, and represented City and its officers and employees in state and federal courts in many civil litigation matters, including police department matters, attacks on validity of City ordinances and regulations, municipal finance, and personnel matters.

Mr. Kane received a Lifetime Achievement Award from the California Redevelopment Association in 2012.

**TAB 3F**

## DEBORAH L. RHOADS

### **Education:**

University of Arizona College of Law, Tucson, Arizona

J.D. *cum laude* 1995

Arizona State University, Tempe, Arizona

Ph.D. 1982

Texas A&M University, College Station, Texas

B.S. *with honors* 1978

### **Professional Experience:**

Ms. Rhoads has been active in the real estate industry since 1985 and has worked with all major real estate uses (office, retail, industrial, and residential), as well as specialized investments such as resorts and research facilities. She joined Kane, Ballmer & Berkman in January 2000. Her practice is concentrated in affordable housing law, but she also practices in the areas of redevelopment and real estate law, construction law, and related litigation. Ms. Rhoads advises clients on meeting requirements for the use of affordable housing funds, relocation assistance and prevailing wages, and negotiates structure and documents for affordable housing programs and projects. Before joining the firm, Ms. Rhoads worked as an associate with Meyers, Nave, Riback, Silver & Wilson where she represented the redevelopment agencies for the California cities of South San Francisco, Milpitas, Windsor, Cloverdale, San Bruno, and Oakley, as well as the redevelopment agency for Henderson, Nevada.

Before settling in California, Ms. Rhoads served as legal advisor to the City of Tacoma, Washington for its redevelopment of an expanse of contaminated waterfront. She provided legal support for the resolution of a variety of complex situations, including toxic waste remediation, tax exempt bond financing, and public agency disputes.

In addition to her legal training, Ms. Rhoads holds a doctorate degree in urban development and was elected to Lambda Alpha, an international honorary society in land economics. The scope of her professional real estate development experience includes market feasibility studies, highest and best use analyses, and economic development strategies. Due in part to her varied experience, Ms. Rhoads brings a broad strategic perspective to legal services.

### **Affiliations:**

State Bar of California, admitted 1999

Member Real Property Law and Litigation Sections

Washington State Bar Association, admitted 1995

Los Angeles County Bar Association

Member Real Property Section

Lambda Alpha International

**TAB 3G**

## **BRUCE C. GRIDLEY**

### **Education:**

University of Wisconsin, B.A., 1970

University of Southern California, J.D., 1973

### **Professional Experience:**

Mr. Gridley joined the firm in December 2006 and is an experienced litigator following 5 years as a partner in a firm which specialized in public entity work and 20 years in a Los Angeles firm of which he was a named partner. He is a member of the Los Angeles County Bar Association Eminent Domain section and has represented Alameda Corridor East Construction Authority, City of Alhambra, City of Industry, City of Goleta, City of Santa Clarita, City of Hemet, Culver City and City of Palmdale in real estate related litigation.

Mr. Gridley has tried over 90 cases to verdict in fields such as product liability, intellectual property, land use, construction defect, employment law and premises liability. He has represented public entities in constitutional challenges to ordinances, defended election officials in contested elections, defended contractual challenges involving the Los Angeles Red Line Metro system and defended the County of Los Angeles in a suit brought by homeowners who claimed that the erection of a pumping station in their neighborhood caused property damage and was a public nuisance. Mr. Gridley has represented teachers in civil and disciplinary disputes, doctors, dentists and medical supply companies in medical malpractice cases, insurers in breach of contract and bad faith claims and represented real estate brokers and attorneys in professional negligence claims. He also represented product manufacturers and premises owners in toxic tort cases.

Mr. Gridley has appeared in the 9th Circuit Court of Appeal and the California Court of Appeal. In the Court of Appeal, his cases produced seminal published opinions concerning evaluation of settlements between parties in the chain of commerce and concerning the subrogation rights of an insurer against additional insureds under a general contractor's liability insurance policy.

As an entrepreneur, Mr. Gridley has been President of several companies serving the entertainment industry, has produced theatrical productions in Los Angeles and New York and owned a restaurant. For the legal community, he served as a director of the Association of Southern California Defense Counsel and has been a speaker at professional seminars in California, Nevada and Florida.

Mr. Gridley is an active alumnus and member of support organizations for the University of Southern California, the University of Wisconsin and Grove City College. He is also the Vice President of the Sherman Oaks Presbyterian Church where he serves as an Elder of the church.

**TAB 3H**



## **JAMES L. HANGER III**

### **Education:**

University of California, Los Angeles, B.A., 2007

Chapman University Dale E. Fowler School of Law, J.D., 2013

### **Professional Experience:**

Prior to joining Kane Ballmer & Berkman, James L. Hanger, III, was a project coordinator in the Asset Management Division of the Los Angeles Housing and Community Investment Department for two years where he created escrow instructions, transmittals, and motions introduced at the City's Housing Committee and approved by City Council to facilitate the sale of City-owned properties inherited from the Community Redevelopment Agency (CRA); analyzed 230 affordable housing covenants for occupancy monitoring compliance; secured cancellation of a 100% rent increase by owner of an affordable housing project, which received coverage in the *LA Sentinel*; proposed and helped implement an affordable housing preservation program consisting of 130 projects. During law school, Mr. Hanger worked for the Office of the City Attorney for the City of Los Angeles, in the Housing Unit, where he drafted a motion to dismiss and motion for judgment in cases for the Regulatory Compliance and Code Bureau of Los Angeles Housing Department; advised attorneys and police officers on research of enforcing public intoxication ordinances on Los Angeles Housing Authority properties; and drafted memoranda on constructive trusts, bona fide encumbrancer status, probate process, and the procedures of the City's Rent Escrow Account Program. Prior to joining the Office of the City Attorney, Mr. Hanger was a Management Assistant, the Land Use Covenant Unit for the Los Angeles Housing Department where he drafted legal affordable housing covenants with the City Attorney's Office and recorded the covenants to property deeds; personally covenanted for over 560 units of affordable housing and implemented density bonus ordinance, Mello Act laws, and specific plan ordinances.

In his spare time, Mr. Hanger volunteers with the Saint Martin's Catholic Church in Yorba Linda, CA and also the Catholic Big Brothers Big Sisters in Los Angeles, CA. Mr. Hanger is also an avid traveler and runner, having visited 43 states and completing 13 marathons.

## **TAB 4**

## WORKING RELATIONSHIP AND RESPONSE TIMES

KBB understands that timely and responsive legal advice is critical to the smooth running of a public agency and we pride ourselves on providing well-considered responses to questions. Ms. Apy will work collaboratively and strategically to provide the ALD with the benefits of hers and KBB's many years of combined experience in providing legal services directly to public agencies. We take our direction from the governing bodies we represent, providing advice and counsel on all issues related to the business of governance. Our attorneys work collaboratively and cooperatively to ensure that our clients always have the most experienced and knowledgeable attorney assigned to each matter, and we regularly meet to "brain storm" ideas for our clients to provide the best solution to all issues. We understand that the Board of Trustees may look to Ms. Apy to be the legal arbiter of issues that can be politically sensitive and we strive to provide advice in a way that is non-political, yet understanding of public concerns.

Generally, KBB would respond to inquiries the day they are made or within one (1) business day from the day they are made. For matters requiring preparation or review of documents or research and in-depth analysis, we strive to provide our response within the time frame required by the client. If it appears that a response will be delayed, we will promptly let the ALD know, explain the reason for the delay, and provide a proposed response time.

We believe that Ms. Apy can be a primary player in furthering the goals of the ALD, as directed and defined by the Board of Trustees and Library Director. This includes coordinating closely with staff and any outside legal counsel. It also includes careful analysis of legal issues and thoughtful recommendations on various courses of action.

We believe there should be established at the outset a regular method of communication between Ms. Apy and the Board of Trustees, Library Director and staff. Such a process will be most effective in ensuring that the ALD is provided quality services at a manageable cost. Such a process should not, however, become so rigid as to curtail quick access for immediate needs. Additionally, Ms. Apy would be available to staff as needed for consultation and discussion of legal issues. Ms. Apy will consistently and constantly be professional and respectful in all communications. KBB is strongly committed to creating and maintaining an atmosphere of mutual respect and credibility between KBB, the Board of Trustees, Library Director, staff and the public.

KBB understands the importance of keeping its clients informed. On matters that are specific to the ALD, we will provide updates to let the ALD know if any circumstances have changed in a way that effects potential outcome or timing, or to let the ALD know if issues have evolved in an unexpected direction, or just to let the ALD know that everything is proceeding on course. If something has occurred that changes the outlook for a pending matter, we will

promptly bring that to the ALD's attention and propose alternatives. Depending on the nature of the matter, these updates could be raised in regular meetings or could take the form of a phone call or email to the Library Director or appropriate staff. When the matter requires a more detailed explanation or analysis, we would prepare a confidential memorandum or request a meeting to discuss.

## **TAB 5**

## **OPEN MEETINGS, PUBLIC RECORD AND GOVERNMENT ETHICS**

KBB's overriding objectives are to assist and provide each of its clients with the level of service and activism most appropriate and useful to the client in order for that client to accomplish its myriad of goals and objectives and to accomplish this level of representation with the greatest economic efficiency as possible. These objectives are accomplished by drawing upon the diverse and varied experiences of the attorneys in our firm, which include, upon request, providing training on ethics, Brown Act, Public Records Act, and providing litigation updates, legislative updates and updates on other substantive areas of the law to the client and staff with the objective of preventing any violation of California law.

Our attorneys are well-versed in all aspects of the Ralph M. Brown Act and routinely advise public officials on Brown Act issues to ensure compliance with this law. In addition, we routinely render advice to elected officials regarding potential and actual conflicts of interest. We are very experienced in matters related to the Political Reform Act and the regulations promulgated by the California Fair Political Practices Commission (FPPC). We are also well versed on and regularly advise our clients on the Public Records Act and which documents are, and are not, subject to disclosure under the Public Records Act.

## **TAB 6**

## TORT LITIGATION

KBB has handled tort litigation on subjects as varied as slip and falls to toxic exposure. The opportunities to do so arise from assignments from the public agencies, from Joint Power Administrators and from insurers for public agencies.

Tort actions against public agencies are unusually filed in state court where the initial evaluation begins with the Government Claim. KBB has successfully defended public agencies with motions to challenge litigation where there was failure to comply with the Government Tort Claims Act, Government Code Section 910 *et. seq.* and to defend the public agencies where claimants seek to file a late claim under Government Code Section 911.4.

Litigation which arises from claims of personal injury and property damage are vigorously defended by KBB, but always with consideration of the balancing of costs and risks. KBB emphasizes the need for early assessment of each case, as reaching a settlement bore the cost of litigation and the position of the parties become entrenched is oftentimes in the economic best interest of the public entity. Where litigation discovery becomes the focus, KBB engages public employees with knowledge of the matter to encourage them to recognize that they have a stake in the outcome, and it is only through their insight that a case may be successfully defended.

The privacy of public records is carefully balanced against a litigants' right to discovery. Where there is a reason to do so, KBB has successfully protected sensitive public records whether sought as a part of the discovery process or as a Public Records Act request.

Some cases must be tried. KBB has significant trial experience and demonstrates to its clients a willingness to defend those cases where settlement has not occurred.

KBB has tried cases for public agencies involving tort claims of dangerous conditions of public property, violation of civil rights, nuisance and defamation/slander.



# TAB 7

### **SERVICES NOT PROVIDED BY FIRM**

A subcontractor or outside legal counsel may be necessary to provide legal advice to the ALD on personnel matters (including disability laws, employee relations, labor negotiations, disciplinary actions or union related matters) and risk management. If such matters arise, KBB will work with the ALD, as desired by the ALD, in the review, selection, assistance, cooperation, and/or oversight of any subcontractor or outside legal counsel for these specialized legal services.

**TAB 8**

## CLIENT REFERENCE INFORMATION

- (1) Client Name: City of Huntington Beach  
Contact Person: Kellee Fritzal, Deputy Director Economic Development  
Email: [KFritzal@surfcity-hb.org](mailto:KFritzal@surfcity-hb.org)  
Telephone: (310) 374-1519  
Address: 2000 Main Street  
Huntington Beach, CA 92648
- (2) Client Name: City of Ontario  
Contact Person: John P. Andrews, Economic Development Director  
Email: [jpandrews@ontarioca.gov](mailto:jpandrews@ontarioca.gov)  
Telephone: (909) 395-2242  
Address: 303 E. B Street  
Ontario, CA 91764
- (3) Client Name: City of Imperial Beach  
Contact Person: Andy Hall, City Manager  
Email: [ahall@imperialbeachca.gov](mailto:ahall@imperialbeachca.gov)  
Telephone No: (619) 423-8615  
Address: 825 Imperial Beach Boulevard  
Imperial Beach, CA 91932
- (4) Client Name: City of Imperial Beach  
Contact Person: Steve Dush, Assistant City Manager  
Email: [sdush@imperialbeachca.gov](mailto:sdush@imperialbeachca.gov)  
Telephone No: (619) 628-1354  
Address: 825 Imperial Beach Boulevard  
Imperial Beach, CA 91932

**TAB 9**

**BILLING RATES**

Below are KBB's hourly rates and costs for reimbursement. KBB is also open to structuring a monthly retainer fee arrangement with the ALD if desired by the ALD.

**KANE, BALLMER & BERKMAN,  
A Law Corporation**

**HOURLY PUBLIC RATES**

Senior Principal	\$275//hour
Principal	\$275/hour
Of Counsel	\$275/hour
Senior Counsel	\$275/hour
Senior Associate	\$225/hour
Associate	\$200/hour

The firm's minimum unit of time for billing is 6 minutes.

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**CLASSIFICATION OF ATTORNEYS AND OTHER PROFESSIONALS**

<u>Name</u>	<u>Status</u>	<u>Billable Rate</u>
Royce K. Jones	Senior Principal	\$275/hour
Kendall D. Levan	Principal	\$275/hour
Susan Y. Apy	Principal	\$275/hour
Murray O. Kane	Of Counsel	\$275/hour
Glenn F. Wasserman	Of Counsel	\$275/hour
Deborah L. Rhoads	Senior Counsel	\$275/hour
Bruce Gridley	Senior Counsel	\$275/hour
Todd C. Mooney	Senior Associate	\$225/hour
James L. Hanger, III	Associate	\$200/hour

NOTE: The same hourly rate is applicable to Court appearances.

Travel, subsistence, and other out-of pocket expenses authorized in connection with the performance of duties under the agreement would include, along with any other such authorized expenses:

- a. The amount of the actual cost of coach class transportation by common carrier or at the per mile rate established by the IRS, if travel is performed by privately-owned vehicle;
- b. Reasonable subsistence expenses, supported by detailed records in the amount of actual costs;
- c. Taxi fares, long distance telephone calls, postage, online legal research and similar expenditures in the amount of the actual cost;
- d. Duplication costs for all copies at cost of twenty-five (25) cents per page, and facsimile costs at one dollar (1.00) per page; and
- e. Fees and costs incurred by the firm in engaging consultants and experts approved by the client.

The firm shall not be reimbursed for secretarial or typist services for normal office operating expense.

The firm shall be reimbursed for actual litigation costs, fees and expenses, such as filing fees, expert witness fees, charges for service of process and costs of investigation.

**TAB 10**



**AGREEMENT FOR LEGAL SERVICES**

THIS AGREEMENT FOR LEGAL SERVICES (this "Agreement"), entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the \_\_\_\_\_, a \_\_\_\_\_ (hereinafter referred to as "Public Agency") and KANE, BALLMER & BERKMAN, a Law Corporation, authorized to practice law in California and with principal offices in the Public Agency of Los Angeles, California (hereinafter referred to as "KBB").

WITNESSETH

WHEREAS, Public Agency desires to engage the services of KBB for legal services.

NOW, THEREFORE, the parties hereto do hereby mutually agree as follows:

**1. SCOPE OF SERVICES**

KBB agrees to render legal services to Public Agency when and as requested by Public Agency. Services to be performed by KBB under this Agreement may include, but are not limited to: the rendering of legal advice and consultation pertaining to interpretation, application and enforcement of the California municipal law and California special districts law; furnishing of written legal opinions; drafting and preparation of necessary legal contracts and documents; legal review and approval of contracts and documents; attendance at local hearings or other meetings as required; and litigation services, all as requested by Public Agency.

**2. COMPENSATION**

KBB shall be compensated for services rendered under this Agreement in accordance with the schedule attached hereto as Exhibit A and incorporated herein by this reference. The schedule attached as Exhibit A may be revised from time to time by KBB upon thirty (30) days' written notice to Public Agency, consistent with KBB's prevailing rates.

Travel, subsistence and other out-of-pocket expenses authorized by Public Agency in connection with the performance of duties under this Agreement shall be reimbursed as provided in Exhibit A.

**3. METHOD OF PAYMENT**

KBB shall, each calendar month, submit a statement to Public Agency containing a breakdown of services performed during the preceding month, specifying the services performed, dates and number of hours, itemization of travel, subsistence and other expenses related thereto. Payment shall be due within thirty (30) days thereafter.

**4. RIGHT OF TERMINATION**

This Agreement may be terminated at any time by either party hereto on written notice to the other.

**5. NOTIFICATION OF CHANGE IN FORM**

KBB reserves the right to effect changes in form, including, but not limited to: the change in form from a professional corporation to a partnership; the change in form of any partner or partners from an individual or individuals to a professional law corporation; the change in form of any corporate partner or partners to individual partners. Public Agency shall be promptly notified in writing of any change in form.

**6. ADDITIONAL PRINCIPALS AND EMPLOYEES**

The addition of new principals or the departure of existing principals shall not effect a termination of this Agreement. KBB reserves the right to add, substitute or delete principals, partners, associates and employees in carrying out its services under this Agreement.

This Agreement shall be binding upon Public Agency and KBB and their successors, executors, administrators and assigns with respect to all of the covenants and conditions set forth above.

**7. RELATIONSHIP OF THE PARTIES**

Nothing contained in this Agreement shall be deemed or construed as creating a partnership, joint venture, or any other relationship between the parties hereto other than attorney and client according to the provisions contained herein, or cause Public Agency to be responsible in any way for the debts or obligations of KBB, or any other party.

IN WITNESS THEREOF, Public Agency and KBB have executed this Agreement as of the date first hereinabove set forth.

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

KANE, BALLMER & BERKMAN,  
a Law Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT A**

**RATE SCHEDULE**

**KANE, BALLMER & BERKMAN  
a Law Corporation**

FORM

April 18, 2018

**VIA FEDEX**

Mr. Ryan Roy  
Altadena Library District  
600 E. Mariposa Street  
Altadena, CA 91001

**Re: *Response to RFP for Legal Services***

Dear Mr. Roy:

Thank you for the opportunity to respond to the Request for Proposals/Qualifications for Legal Services for the Altadena Library District (“Library”). Liebert Cassidy Whitmore (“LCW”) is an expert in providing services to public agencies across California and welcomes the opportunity to serve the Library.

We understand the Library is seeking a wide range of legal services, to include representing and advising the Library, its Board and its officers on the Library’s legal interests; providing legal opinions and counsel on a range of legal issues in the areas of employment law, labor relations, business law and facilities law; providing training on legal issues; reviewing and preparing legal documents; and representing the Library in litigation as needed.

LCW has been representing public entities for nearly 40 years and has over 85 attorneys across five offices. As a local firm, we have the essential knowledge and relationships to effectively serve the Library in all of the areas outlined above. As California’s preeminent public sector firm, we have the breadth and expertise to represent the Library in all aspects of labor, employment, business and facilities matters, including complex matters that arise.

I can serve as the Library’s main contact. Additionally, we offer an experienced team of attorneys to serve the Library, including Partners Elizabeth Arce, Heather DeBlanc, Adrianna Guzman; and Associates Christopher Fallon, Stacey Sullivan, Christopher Frederick, and Liara Silva. The Library would also have access to our full bench of attorneys statewide.

We recognize that your purpose is to serve the needs of the community and our goal is to help you achieve this mission. We are most rewarded when we have the opportunity to collaborate with clients to create solutions that make them successful. We offer a broad range of experienced personnel and bring both historical and current experience working with library districts. We also offer a range of rates to fit the Library’s budget. Finally, we offer our commitment to the Library to provide it with superior service, timely and efficient work product and professional people with whom to work.

Mr. Ryan Roy

**Re: *Response to RFP for Legal Services***

April 18, 2018

If I can provide additional information regarding our services, or if you would like to interview any of our attorneys, please feel free to contact me.

Sincerely,

LIEBERT CASSIDY WHITMORE



T. Oliver Yee  
Partner

Mr. Ryan Roy  
**Re: *Response to RFP for Legal Services***  
April 18, 2018



**RESPONSE TO RFP FOR  
LEGAL SERVICES  
FOR  
ALTADENA LIBRARY DISTRICT**

Liebert Cassidy Whitmore  
6033 West Century Boulevard, Suite 500  
Los Angeles, CA 90045  
Principal Contact: T. Oliver Yee, Partner  
Phone: (310) 981-2000  
Email: oyee@lcwlegal.com

*DUE APRIL 27, 2018*

6033 West Century Boulevard, Suite 500  
Los Angeles, California 90045  
T: (310) 981-2000 F: (310) 337-0837

135 Main Street, 7<sup>th</sup> Floor  
San Francisco, California 94107  
T: (415) 512-3000 F: (415) 856-0306

5250 N. Palm, Suite 310  
Fresno, California 93711  
T: (559) 256-7800 F: (559) 449-4535

550 West C Street, Suite 620  
San Diego, California 92101  
T: (619) 481-5900 F: (619) 446-0015

980 9<sup>th</sup> Street, 16<sup>th</sup> Floor  
Sacramento, California 95814  
T: (916) 917-5178 F: (916) 588-1198

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**Section 2**

Appendix 1	Attorney Resumes
Appendix 2	Standard Agreement



## FIRM QUALIFICATIONS

Liebert Cassidy Whitmore has been representing public sector agencies since our inception in 1980 and focuses its practice specifically in the areas outlined in the RFP. Our firm takes a problem-solving, preventive law approach as legal counsel. We strive to assist our clients in avoiding liability through legal advice, audits and training. We are also, however, experienced in all aspects of hearings, arbitration and litigation up through jury trials if required.

In the last year alone, we provided legal and training services to 80% of California's cities and counties and hundreds of special districts. We have a long history of providing legal services to library districts, such as the Coalinga-Huron Library District, Palos Verdes Library District, Sacramento Public Library Authority, and Sonoma County Library, to name a few.

LCW has an excellent reputation for providing legal opinions, advice, assistance, consultation and representation in the full range of areas within municipal law, including all of the areas in the RFP: the Brown Act, the Public Records Act, conflicts of interest, election law, contracts, leases and other property transactions, personnel and disability laws, employee relations and labor negotiations, legislation and court decisions, and tort liability and risk management.

We are highly regarded by public agencies throughout the state because of our commitment to quality work and effective advocacy. As California's preeminent public management law firm, we also have a deep bench state-wide with offices in Los Angeles, San Diego, Fresno, San Francisco, and Sacramento, and 85 attorneys on staff, giving us the ability to assist in complex issues that arise.

### ***Legal Experience***

We assist public entities in a full array of legal matters, and welcome the opportunity to be of service to the Library in areas including but not limited to:

- **General Employee Relations and Disciplinary Actions:** HR Practices; Personnel Rules; Maintenance of Personnel Files; Employee Discipline; Skelly Hearings; Due Process Rights; Lubey Rights; and Weingarten Rights.
- **Federal and California Wage and Hour Laws:** The Fair Labor Standards Act (FLSA) and California's Labor Code and Wage Orders. Our role as a leading public sector FLSA firm began immediately following the United States Supreme Court decision in *Garcia v. San Antonio Metropolitan Transit Authority* in 1985, which applied the FLSA to public agencies. While we deal with specific FLSA questions and issues from our clients nearly every day, many public agencies benefit from our reference publication *The Fair Labor Standards Act: A Public Sector Compliance Guide* (we author two guides: one specific to California and a national version which is published by the National Public Employer Labor Relations Association), our training programs that provide their managers and supervisors with an understanding of the FLSA, and our FLSA audits that identify compliance issues and recommend practical solutions.

- **Federal and California Employment Discrimination, Harassment, Retaliation, and Civil Rights Laws:** Title VII of the Civil Rights Act of 1964; Age Discrimination in Employment Act (ADEA); Americans with Disabilities Act (ADA); Federal Civil Rights Acts (§ 1981 and § 1983 claims); and the California Fair Employment and Housing Act (FEHA).
- **Public Employee Retirement/Pension Laws:** Public Employees' Retirement System (PERS); California Public Employees' Pension Reform Act of 2013 (PEPRA); County Employees Retirement Act ('37 Act); disability retirement advice; representation in administrative hearings; and eligibility for disability retirement.
- **Health and Welfare Benefits:** All aspects of employee health, medical and welfare benefits, including the complex and evolving Affordable Care Act, HIPAA, compliance with the PEMHCA (a.k.a. CalPERS medical), health reimbursement accounts, health and welfare benefits for elected officials, vesting of retiree health benefits, and structuring and modifying benefits for retirees, current employees, and future employees in order to manage the cost of benefits.
- **Public Sector Labor Laws and Procedures:** The Meyers-Milias-Brown Act (MMBA) and labor relations procedures before the Public Employment Relations Board (PERB). We have worked closely with general counsels, District attorneys and District counsels, and have directly represented our clients in hundreds of legal proceedings before civil service and personnel boards, arbitrators, the Public Employment Relations Board (PERB), State and federal EEO and other administrative agencies and the courts. These proceedings have covered the full spectrum of employer-employee relations matters, such as civil service and arbitration appeals, recognition and unit representation matters, unfair labor practice charges and related issues.
- **Negotiations:** We have specialized experience in doing labor relations work on behalf of public agencies, including representing management in all forms of collective bargaining and impasse resolution processes, such as mediation, factfinding and interest arbitration. Our attorneys are well-versed at handling multiple bargaining tables and are experienced in utilization of different bargaining techniques in order to successfully conclude negotiations.

Members of the firm have successfully negotiated hundreds of labor agreements for cities, counties, special districts and school and college districts. Members of the firm are experienced in collaborative/interest based bargaining techniques as well as the more traditional labor negotiations approach. We pride ourselves on successfully establishing our role as an effective advocate for the Library while maintaining a professional relationship with employee organizations and their representatives.

In addition to conducting negotiations for public employers, we continually work with public agencies that employ staff personnel to do their own negotiations. This arrangement has involved all aspects of consultation and related services, including written initial bargaining proposals, reviewing counter-proposals, providing training

and advice concerning negotiating strategies, and giving general advice when particular problems arise.

- **Leave of Absence Laws:** Family and Medical Care Leave Acts (FMLA); California Family Rights Act (CFRA); Pregnancy Disability Leave (PDL); Military Leaves of Absence (USERRA and California Military & Veterans Code); Workers' Compensation; and other California Statutory Leaves of Absence (Jury Duty, Witness Leave, Domestic Violence Leave, Victims of Crime Leave, and School Activities Leave).
- **Investigations / General Employee Relations and Disciplinary Actions:** HR Practices; Personnel Rules; Maintenance of Personnel Files; Employee Discipline; Skelly Hearings; Due Process Rights; Lubey Rights; and Weingarten Rights. Our attorneys regularly conduct workplace investigations and are available to assist with investigations that would be appropriately conducted in-house and do not require an impartial investigator. Where the nature of the allegations requires the services of an independent outside investigator, we supervise that process to ensure it is conducted appropriately.
- **Conflict of Interest and Open Government Laws:** Government Code section 1090; Political Reform Act; Brown Act, Public Records Act; election law and other Statutory and Constitutional Ethics Laws.
- **Due Process:** As employers, our clients are also subject to the dictates of the State and Federal Constitutions, including procedural substantive due process, equal protection, first amendment and privacy rights, and the fourth amendment's protection against unreasonable searches, all of which are bases for employment related claims.
- **Unemployment Issues:** Members of the firm have assisted agencies during the administrative appeals process and have represented them in unemployment compensation hearings.
- **Litigation:** Our attorneys strive to help employers manage risk and prevent employment disputes before they arise through education, training, audits, advice, planning, and cooperative employer-employee relations. When disputes do arise, our defense efforts are designed to meet each client's particular needs, goals, and budget. We specialize in representing public agencies in the defense of legal actions and enjoy the reputation of a results-oriented, successful litigation firm. We are experts in all phases of litigation in both federal and state courts: pleading, discovery, motion practice, alternative dispute resolution, settlement and trial.

The firm's attorneys have handled a number of cases that have culminated in jury trials resulting in defense verdicts. These cases included claims for violation of constitutional rights; violation of the Age Discrimination in Employment Act; violation of the disability provisions contained in the Fair Employment and Housing Act; reverse discrimination; sex discrimination; sexual harassment; national origin discrimination; age discrimination; intentional infliction of emotional distress;

retaliation claims; construction litigation; contract litigation; and numerous other tort and statutory claims under both state and federal laws.

- **Legislation and Court Decisions:** LCW tracks pending and current state and federal legislation and court decisions. The firm works closely with the California Special Districts Association, to advise on the impacts of such legislation.

Monthly we produce our own newsletters, *Client Update* and *Business & Facilities Update*, which inform clients on recent court cases and their potential impacts to public agencies. Additionally, we produce an annual *Legislative Roundup*, both in written form and as a webinar, which provide updates on legislation and recommendations to protect the interests of public agencies.

- **Business Contracts:** We provide drafting, review and analysis of all business contracts including, purchasing contracts, vendor contracts, professional services agreements and contracts for services. We advise on relationships with other entities, contract interpretation issues, and advise on best practices to manage risks created by those relationships.
- **Leases:** We draft, review and analyze leases of facilities, including joint use agreements, contracts where the client is Lessor, and contracts where the client is the Lessee leasing the property. We also provide advice and counsel to avoid lease disputes.
- **Real Property and Facilities:** We assist clients to acquire, sell, dedicate, exchange or dispose of real property. In addition, we advise and assist clients in issues relating to the use, maintenance, operation, and conditions of their facilities.
- **Request for Proposals and Bid Documents:** We prepare requests for proposals, request for qualifications, general conditions, payment and performance bonds, and other related documentation. We advising on statutory bidding requirements and best practices for bidding on goods, services, and public works.
- **Public Works and Course of Construction Advice:** We have extensive experience representing districts in all aspects of public works project management and construction law, including bidding and bid protests, contracting, stop notices, course of construction issues, and litigation including disputes with contractors, architects and/or sureties. We assist clients with contract interpretation issues and how to handle disputes that arise during a construction project.
- **Construction Contracts and Litigation:** We review, draft, and advise clients on bidder pre-qualification, invitations to bid and proposals, and construction contract documents. We guide clients in complying with laws applicable to a particular construction project. We also represent clients in litigation involving prime contractors, architects and other design professionals, subcontractors, the California Labor Commissioner, sureties, and/or insurance companies. Our representation includes professional negligence actions against architects, litigation involving prime

Mr. Ryan Roy

**Re: *Response to RFP for Legal Services***

April 18, 2018

contractors, architects, subcontractors and sureties, and lien actions filed by subcontractors. We also represent clients in tendering claims and lawsuits to sureties pursuant to performance or payment bonds, and obtaining release of project funds from escrow accounts where a prime contractor has defaulted on a construction contract.

- **Contract and Purchasing Agreements:** We advise and represent clients in all phases of transactions, and in litigation involving purchase and service contracts, leases, vendor purchase orders, and other business arrangements. Our services include reviewing and drafting contracts, negotiating contract terms and conditions, and advising clients regarding applicable laws. We also handle disputes arising out of business transactions, and defend and prosecute litigation if such disputes cannot be resolved informally.
- **Training:** LCW is the state leader in the delivery of relevant, hands-on, practical training. In the last year alone, our attorneys conducted more than 800 training sessions to public entities across the state. They frequently present at events including the California Special Districts Association (CSDA)'s Annual Conference, Human Resources Boot Camp, and Special District Leadership Academy.

We offer individual and customized training programs on various topics, including the Brown Act, AB1234, conflicts of interest, and other legal requirements. Our goal is to help clients need us less by building the internal skills and knowledge of managers and staff. Our trainings include practical examples, hypotheticals, interactive exercises, templates and other tools designed to strengthen the skills of participants. We regularly develop customized training for our clients, designed to address their specific needs and incorporating their unique policies, procedures, contracts and concerns.

### ***Proposed Team***

We have put together an experienced team of attorneys to be available to the Library, including Partners Oliver Yee, Elizabeth T. Arce, Heather DeBlanc, and Adrianna Guzman. Your team will also include Associates Christopher Fallon, Stacey Sullivan, Christopher Frederick, and Liara Silva. All proposed attorneys have represented public agencies for the duration of their careers and have experience with California Municipal Law. Our familiarity with the plaintiffs' bar and the local state and federal venues, as well as local mediators and arbitrators will be a strong asset in working with the Library.

All proposed attorneys are in good standing with the State Bar of California and are licensed to practice before the state and federal courts of California and none of them have been sued for malpractice, been the subject of complaints filed with the State Bar, or had discipline imposed by the State Bar.

We include below brief biographies and have enclosed their full resumes for your reference. We invite you to interview with any or all of us. In addition to these attorneys, we also make our full bench of attorneys statewide available to the Library.



**T. Oliver Yee**, Partner, Los Angeles Office  
JD, Washington University School of Law, St. Louis  
MA, Washington University, St. Louis  
BA, Washington University, St. Louis  
California Bar# 237057  
Date of Admittance: December 2005  
Years of Practice: 13  
Phone Number: 310-981-2044  
Email Address: [oyee@lcwlegal.com](mailto:oyee@lcwlegal.com)

Oliver's practice involves representing and advising clients on a variety of labor and employment issues including labor negotiations, personnel rules and policies, the Fair Labor Standards Act, laws and regulations of public employment retirement plans, the Brown Act and Public Records Act, unfair labor practices, employee grievances, leave and disability issues, and disciplinary actions. He has successfully represented clients in class action matters involving the FLSA, and single plaintiff litigation employment matters in both state and federal court from inception through discovery, pre-trial proceedings, and settlement or trial. He has also successfully defended agencies in disciplinary actions, and regularly advises clients on disciplinary matters.

Oliver is an experienced labor negotiator and has represented clients as their chief negotiator in all aspects of the negotiations process. He has also successfully represented clients before the Public Employment Relations Board. Oliver was selected for inclusion in Southern California *Super Lawyers Rising Stars* in the field of Labor and Employment, 2013-2015.

### **Sample List of Litigation/Accomplishments**

Oliver has represented clients in the following sample list. More detail is provided in his enclosed resume. In addition to the accomplishments in litigation and negotiations below, Oliver is an author of the Liebert Model Personnel Policy Portal (LMP3) which the firm launched in 2016. The LMP3 is an online hub for model personnel policies for public agencies. The ongoing success of this launch reflects Oliver's, and the firm's commitment to providing proactive advice and counsel to clients.

### **Litigation**

- ***Association for Los Angeles Deputy Sheriffs, et al. v. County of Los Angeles, et al.*** - Handled a Fair Labor Standards Act collective/class action case involving the "donning and doffing" claims of approximately 3,000 deputy sheriffs. Effectively ended two large collective/class action lawsuits after several years of litigation.
- ***Rosales v. County of Los Angeles*** - This FLSA collective action sought compensation for unreported overtime and certification of a class of 700 IHSS social workers. Successfully defeated plaintiffs' attempt to certify the class and limited the case to just one social worker. The case then settled for nuisance value.
- ***Petersen Law Firm v. City of Los Angeles*** - Represented City and individual

defendants in an action in which they prevailed on an Anti-SLAPP motion in a case challenging investigation of police officers. After the matter was appealed and remanded, the trial court reconsidered the City's motion for attorney's fees and ruled that the City was entitled to recover the entire amount of attorney's fees and costs it requested.

- ***Bentley v. County of Los Angeles, et al*** - In a federal lawsuit a County client defeated a motion for conditional certification of a collective action filed by a potential lead plaintiff in a Fair Labor Standards Act ("FLSA") wage and hour action.

### **Negotiations**

- **Orange County Cemetery District** - Served as chief negotiator during MOU negotiations, and successfully negotiated a labor agreement between the District and its miscellaneous employee unit.
- **City of Whittier** - Served as chief negotiator during MOU negotiations with the City's miscellaneous employee unit.
- **City of Cudahy** - Served as chief negotiator during MOU negotiations with the City's miscellaneous employee unit.
- **The Accelerated School** - Currently serving as chief negotiator during collective bargaining negotiations with miscellaneous and teacher employee units.
- **City of Redlands** - Served as chief negotiator during MOU negotiations, and successfully negotiated labor agreements between the City and its safety employee groups.
- **City of La Verne** - Served as chief negotiator during MOU negotiations and represented the City in factfinding and impasse proceedings, which resulted in the implementation of terms and conditions of employment for a safety employee group.
- **City of Sierra Madre** - Provide advice and counsel over the years during the City's MOU negotiations and in its labor relations with its employee groups.



**Elizabeth T. Arce**, Partner, Los Angeles Office  
JD, St. John's University School of Law, Jamaica, New York  
BA, University of Southern California  
California Bar# 216687  
Date of Admittance: December 2001  
Years of Practice: 17  
Phone Number: 310-981-2049  
Email Address: [earce@lcwlegal.com](mailto:earce@lcwlegal.com)

Elizabeth (Liz) is an accomplished advocate for special districts with experience litigating a wide array of labor and employment cases in state and federal trial and appellate courts. Liz's litigation practice also includes handling matters in arbitration and before administrative agencies where she has been effective at obtaining favorable results for the firm's clients. Liz advises employers on a wide range of diverse employment matters such as wage and hour, disability accommodations, public safety, employee

discipline, disability retirements, and anti-discrimination, harassment and retaliation laws. At the center of her employment counseling practice is auditing employer policies and practices for compliance with wage and hour laws such as the Fair Labor Standards Act. Liz co-authored Chapter 4 (Leaves of Absence) of the *California Public Sector Employment Law* practice guide (Matthew Bender 2011).

### **Sample List of Litigation/Accomplishments**

Liz has successfully represented employers in matters ranging from single plaintiff lawsuits to wage and hour class and collective actions. Her litigation success includes numerous successful summary judgment motions, defeating class certification, and decertifying collective actions. Below is a sample list of some of Liz's accomplishments. More detail is provided in her enclosed resume.

#### **Administrative Hearings**

- ***Employee v. Police Department*** - After 12 days of hearing, Arbitrator upheld the decision to terminate a police officer for neglect of duty and failure to follow the City's policies.
- ***Employee v. City*** - Successfully defended the City's decision to deny police officer's application for an industrial disability retirement before an Administrative Law Judge of the Office of Administrative Hearings.
- ***Employee v. Police Department*** - Arbitrator upheld the decision to terminate a police officer for dishonesty.

#### **Litigation**

- ***Miller v. City of Los Angeles, et. al.*** - In a whistleblower retaliation federal lawsuit, the former Independent Assessor for the City of Los Angeles's Fire Commission brought a lawsuit against the City and several individual defendants, alleging FEHA, § 1983, and Labor Code 1102.5 violations. Obtained complete summary judgment on all causes of action on behalf of the City, the Mayor, all five Fire Commissioners, and a Mayoral employee.
- ***Plaintiff v. Private School*** - Successfully brought an Anti-SLAPP motion which resulted in the dismissal of the complaint against the School and two individual defendants in a lawsuit alleging fraud and abuse of process. Attorney's fees and costs were also awarded to the defendants.
- ***Plaintiff v. City*** - Obtained summary judgment on behalf of the City and several individual defendants in a lawsuit alleging whistleblower and first amendment retaliation.
- ***Buckley v. Los Angeles Civil Service Commission*** - Trial court denied deputy sheriff's petition for writ of mandate and upheld the County's termination of his employment for neglect of duty.





**Heather DeBlanc**, Partner, Los Angeles Office  
JD, Pepperdine University School of Law  
BA, University of California, Santa Barbara  
California Bar# 190983  
Date of Admittance: December 1997  
Years of Practice: 21  
Phone Number: 310-981-2028  
Email Address: [hdeblanc@lcwlegal.com](mailto:hdeblanc@lcwlegal.com)

Heather is the Chair of the Firm's Business and Facilities Practice Group and has extensive experience working with staff on day-to-day issues which arise in facilities, including bidding, construction, contracting, negotiating leases, vendor agreements, and other contract issues. With over a decade of experience in construction law, Heather helps clients develop efficient and smooth running construction projects. She has represented public agency project owners as well as general and sub-contractors on public works projects. She has experience litigating and advising public agency project owners on payment and performance issues (including delay, disruption, acceleration, and change order disputes), surety issues (including payment, performance and license bonds), bidding, prequalification, stop notices, and warranty issues. Heather also serves on the firm's Executive Committee of the Retirement, Health and Disability Practice Group. She has prominent expertise advising employers on health benefits, including advising clients on compliance with Section 125 plans, cash-in-lieu options, the Affordable Care Act, and the Americans with Disabilities Act (Titles I, II and III).

#### **Sample List of Litigation/Accomplishments**

Below is a sample list of Heather's recent accomplishments. We have included more detail, as well as a list of her numerous successes involving contracts and facilities work, in her enclosed resume.

#### **Litigation**

- ***General Contractor v. Community College District*** – A general contractor filed a multi-million dollar claim against the District for delay damages on a construction project. The general contractor claimed breach of contract and that it was owed monies on unpaid change orders, unpaid contract balance, and penalties and interest. Heather negotiated a favorable settlement.

#### **Administrative Hearings**

- ***Employee v. Community College District*** - Employee appealed his termination from the District where he worked as a custodian. The District terminated his employment due to his theft of books from the book store. Employee pled the Fifth Amendment at the hearing and refused to put on evidence. He objected on various discovery grounds. The hearing officer recommended the termination be upheld and the Board upheld the termination. Employee did not appeal.
- ***Employee v. City*** - The City terminated a human resources analyst for doing her husband's homework on City time. The hearing officer upheld all of the

factual allegations, but recommended suspension rather than termination. The City Manager upheld the termination. The employee filed a writ petition. Heather opposed the petition and conducted an oral argument on behalf of the City. The writ was denied.

- ***Employee v. Community College District*** - A classified employee brought a grievance that the district prematurely ended her light duty assignment. The District put her on leave when her light duty assignment ended at the time her temporary condition became permanent, pursuant to the terms of the CBA. She requested that the District restore extended sick leave and vacation hours she had used. The arbitrator denied the grievance in its entirety.
- ***Employee v. Community College District*** - The District terminated a custodian because he was part of an operation where custodians were stealing books from the bookstore and selling them to students. The employee appealed. The hearing officer recommended that the appeal be denied.

#### **Other**

- ***Disability Discrimination Claim*** - A blind student brought claims with Office of Civil Rights (OCR) of disability discrimination against a community college district. The DPS Director accommodated the student in various ways. Heather negotiated with OCR and opposing counsel to resolve the issues. OCR dismissed the complaint.

#### **Business and Facilities**

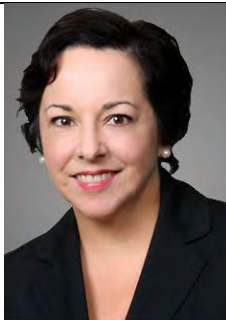
- ***Construction Contracts*** – Prepared and negotiated several construction contract agreements and general conditions including for design-build projects and cost of the work plus a fee with a guaranteed maximum price.
- ***Facilities – Mold Issues*** – Advised on resolution of mold problem in a facility and how to avoid potential litigation.
- ***Solar Panel Agreement***– Successfully negotiated agreement for solar panels and power.
- ***Facilities –Seismic Issues***– Evaluated seismic issues and provided advice for risk assessment.
- ***Vendor Contracts***– Advised various clients on contracts for food services, cell phone services, and other vendors.
- ***Design Professional Agreements***– Prepared various design professional agreements for community college districts and private schools.
- ***Unauthorized Use of Photographs***– Advised private school relating to another schools unauthorized use of student photographs to promote business.
- ***Commercial Lease***– Prepared many commercial lease agreements for private schools.

#### **Healthcare**

- ***Cafeteria Plans (Section 125)*** - Prepared Section 125 Plans and collective bargaining agreement language for health benefit arrangements for multiple public sector clients.
- ***HIPAA***– Advised client on HIPAA compliance relating to a third party

contract for medical billing services.

- **Affordable Care Act**– Advised multiple public sector clients on eligible opt out arrangements and health flex contributions, including revision of collective bargaining agreements to minimize risk of the employer shared responsibility payment. Prepared opt-out forms.



**Adrianna Guzman**, Partner, Los Angeles Office  
JD, University of California, Berkeley, Boalt Hall School of Law  
BA, California State University, Northridge  
California Bar# 188812  
Date of Admittance: December 1997  
Years of Practice: 21  
Phone Number: 310-981-2096  
Email Address: [aguzman@lcwlegal.com](mailto:aguzman@lcwlegal.com)

Adrianna has dedicated her legal career to the representation of public agency clients in administrative proceedings, arbitrations and negotiations, and employment litigation. She regularly advises and represents clients in all aspects of employment and labor issues, including disciplinary and grievance hearings, layoffs, and discrimination and harassment litigation, and spends most of her time assisting clients in the labor relations arena.

Adrianna has extensive experience representing agencies before the Public Employment Relations Board on such issues as unfair practice charges, representation issues, requests for injunctive relief, and impasse procedures. She has been very successful in having charges dismissed or withdrawn before a complaint is issued. A seasoned negotiator, Adrianna also advises and represents agencies in the collective bargaining process. She represents the client at the bargaining table but also assists agencies with their own negotiating teams by guiding them through the meet and confer process to ensure compliance with good faith bargaining. Experienced with all aspects of bargaining including impact bargaining, impasse and fact-finding, Adrianna is a trusted resource for clients in this area.

### **Sample List of Litigation/Accomplishments**

Below is a sample list of some of Adrianna's recent accomplishments. More detail is provided in her enclosed resume.

#### **Appellate**

- **Glendale City Employees Association v. Public Employment Relations Board, City of Glendale** - In an unpublished opinion, the Court of Appeal, Second District, affirmed trial court's decision sustaining a demurrer to the first amended petition.
- **Mendoza v. Julian** - In an unpublished opinion, the California Court of Appeal, Fifth District, affirmed a peace officer's termination for insubordination.

### **Disciplinary Appeals**

- ***Employee v. City of Santa Monica, Big Blue Bus*** - Personnel Board adopted hearing officer's recommendation to uphold the termination of a bus driver for physically assaulting a drunk and belligerent passenger who had made numerous racial epithets at the driver.
- ***Employee v. City of Santa Monica, Big Blue Bus*** - Personnel Board upheld the termination of motor coach supervisor for violating City's harassment and email usage policy by sending inappropriate and offensive emails to coworkers and subordinate employees.
- ***Classified Employee v. Mt. San Antonio Community College District*** - Hearing officer affirmed reduction in pay equivalent to 30 days suspension against a classified employee for excessive absences.

### **Litigation**

- ***Police Officer v. City of Hawthorne*** - Court denied police officer's petition for writ of mandate challenging his 15-day suspension for excessive use of force.
- ***International Brotherhood of Electrical Workers, Local 18 v. Public Employment Relations Board, City of Glendale*** - Court sustained a demurrer to the first amended petition filed by employee organization challenging City's refusal to appoint a panel member to a factfinding panel. Court agreed with City that factfinding request was untimely, and that employee organization had failed to exhaust administrative remedies.
- ***Glendale City Employees Association v. Public Employees Relations Board (PERB) (City of Glendale, Real Party in Interest)*** - Court sustained a demurrer to the first amended petition filed by employee organization challenging PERB's refusal to issue a complaint. Court agreed with City that it did not have jurisdiction because GCEA had not alleged facts showing that PERB's refusal was based on erroneous statutory construction.

### **Negotiations**

- **South East Area Animal Control District** -Service employees International Union, Local 721.
- **City of West Hollywood** - Impact bargaining over layoffs involving Council Deputies (CEA).
- **Conejo Recreation and Parks District** - Service Employees International Union, Local 721.
- **City of Redlands** - Miscellaneous units.
- **City of Glendale** - Impact bargaining over layoffs involving miscellaneous unit (IBEW Local 18).
- **Mt. San Antonio Community College District** - Classified Unit (CSEA 651).
- **City of South Pasadena** - Fire Management Unit Negotiations.

**PERB**

- ***International Brotherhood of Electrical Workers, Local 47 v. City of Pomona*** - Union alleged that City unreasonably applied its local rules when it denied IBEW's petition to sever certain classifications from the general unit. Following a hearing on a stipulated record, the ALJ found that the City reasonably applied its rules and dismissed the UPC. The decision became final when the Union chose not to appeal the ALJ's decision.
- ***Culver City Employees Association v. City of Culver City*** - PERB Regional Attorney dismissed unfair practice charge filed by CCEA challenging the City's uniform policy.
- ***Los Angeles County Unions v. County of Los Angeles*** - PERB denied injunctive relief request filed by 11 County of Los Angeles unions and dismissed their consolidated unfair practice charges. PERB agreed with County that it lacked jurisdiction.
- ***Union of American Physicians and Dentists v. County of Kern*** - Union alleged that the County had failed to exhaust impasse procedures, unilaterally imposed terms not reasonably comprehended within last, best and final offer, refused to participate in factfinding, and refused and failed to provide information necessary and relevant to the Union's representational duties. Prior to the hearing, the Union withdrew its failure to provide information request. The ALJ dismissed the UPC following a one-day hearing. The ALJ found that the Union's requests for factfinding were untimely, and that the terms imposed were discussed during negotiations. The decision became final when the Union chose not to appeal the ALJ's decision.



**Christopher Fallon**, Associate, Los Angeles Office  
JD, University of San Diego School of Law  
BS, Villanova University  
California Bar# 211106  
Date of Admittance: December 2000  
Years of Practice: 18  
Phone Number: 310-981-2047  
Email Address: [cfallon@lcwlegal.com](mailto:cfallon@lcwlegal.com)

Christopher's practice focuses on matters pertaining to business and facilities including general business contracts, construction contracts and litigation. He has substantial experience assisting clients in all manners of their business, transactional and contract needs. He prepares, reviews, and negotiates contracts on behalf of clients in numerous fields, including vendor, construction-related, and employment agreements. He also has extensive experience assisting clients with a wide variety of construction issues, including construction litigation. His experience includes drafting, advising clients on, and negotiating all types of contracts. Christopher is also a LEED (Leadership in Energy & Environmental Design) Green Associate, meaning he has been accredited by LEED as a professional with extensive knowledge of green design, construction, and operations.

### **Sample List of Litigation/Accomplishments**

Below is a sample list of some of Christopher's recent accomplishments. More detail is provided in his enclosed resume.

#### **Litigation**

- ***Breach of Contract*** - Defended a special district in litigation brought by a health provider for breach of contract and estoppel claims. Successfully settled this matter for the client.
- ***Breach of Contract*** - Defended a Community College District against breach of contract and fraud claims, based on a vendor's allegation that it was promised a 5-year contract but only received a 1-year contract.
- ***Construction Litigation*** - Represented a community college district in litigation against a contractor that installed incorrect materials throughout a campus building. The damages were potentially in the millions of dollars. Navigated the case to a favorable settlement for the client.
- ***Neighbor Boundary Dispute*** - Handled the pre-litigation phase of a boundary dispute; a neighbor was claiming it owned 10 feet of the District's land as it had used that strip of land for many years before the District bought the property.

#### **Business and Facilities**

- ***Lease Agreement*** - Prepared bid documents and negotiated and prepared a lease agreement between a community college district and a community group to allow regular monthly use of meeting space, and provide for construction improvements and upgrades of district buildings, at terms advantageous to the District.
- ***Sale of Surplus Property*** - Effected a successful sale of surplus property for over seven figures for the CCD. We prepared the required public offers and notices, prepared and negotiated the purchase agreement, and helped the District negotiate a settlement with a high bidder. During escrow we handled issues that arose during the transaction. Escrow closed on time and the District promptly received payment for the sale.
- ***Merced Community College District - Sale of Surplus Property*** - Effected a successful sale of surplus property for over seven figures for the Merced CCD. M CCD sold the surplus property to a local K-12 school district. Escrow closed on time and the District promptly received payment for the sale.
- ***Lease Purchase Merced CCD*** - Acted as District Counsel for \$3.1 million lease-purchase transaction. The project was extensive energy conservation measures throughout campus.



**Stacey Sullivan**, Associate, Los Angeles Office  
JD, Brigham Young University, J. Reuben Clark Law School  
BA, Brigham Young University  
California Bar # 171605  
Date of Admittance: August 1994  
Years of Practice: 24  
Phone Number: 310-981-2011  
Email Address: [ssullivan@lcwlegal.com](mailto:ssullivan@lcwlegal.com)

Stacey, a former Assistant United States Attorney for the United States Department of Justice, has spent her legal career as a litigator. Stacey recently joined LCW and as such her firm resume does not reflect the fact that she has first chaired 25 jury trials in state and federal court. She received numerous awards as an Assistant U.S. Attorney, including from the Director of the Federal Bureau of Investigation for her outstanding prosecutive skills and assistance to the FBI and for her success in the prosecution of a major complex criminal case involving military procurement fraud. She has also been recognized by the NASA Office of Inspector General and the Criminal Division of the I.R. S. for her outstanding service as a prosecutor.

Stacey recently joined the firm having most recently served as an Assistant United States Attorney in the Criminal Division of the U.S. Attorney's Office, Southern District of California, where she prosecuted white collar fraud and narcotics cases. Stacey supervised case agents in conducting investigations, presented cases for indictment to the federal grand jury, and handled trials to verdict. Prior to becoming an Assistant U.S. Attorney, Stacey worked for a Southern California civil litigation firm where she handled general civil litigation. In addition to her trial work, Stacey represents clients in arbitration and mediation and has argued cases before the Ninth and Tenth Circuit Court of Appeals.



**Christopher Frederick**, Associate, Los Angeles Office  
JD, Loyola Marymount University School of Law  
BA, University of California, Santa Barbara  
California Bar #227397  
Date Admitted: December 2003  
Years of Practice: 15  
Phone Number: 310-981-2032  
Email Address: [cfrederick@lcwlegal.com](mailto:cfrederick@lcwlegal.com)

Christopher represents clients in employment, facilities, and construction law matters. As a litigator, Christopher has extensive experience defending clients against claims of discrimination, harassment, retaliation and wrongful termination. He has repeatedly leveraged facts uncovered during the discovery process into favorable resolutions for his clients and has successfully obtained dismissals of cases at the pleading and summary judgment stages. Christopher also has extensive experience defending clients in

construction and leasing related proceedings such as defect, change orders, sub-contractor counterclaims, and breach of lease. Prior to joining Liebert Cassidy Whitmore, Christopher worked for a national firm where his practice focused on construction and employment litigation.

Prior to joining LCW, Christopher worked for a national firm where his practice focused on construction and employment litigation.



**Liara A. Silva**, Associate, Los Angeles Office  
JD, Boston College Law School  
BA, Yale University  
California Bar# 287393  
Date Admitted: December 2012  
Years of Practice: 6  
Phone Number: 310-981-2062  
Email Address: [lsilva@lcwlegal.com](mailto:lsilva@lcwlegal.com)

Liara represents and advises Liebert Cassidy Whitmore clients in matters pertaining to employment law and business and facilities issues. She represents clients in litigation, including all aspects of discovery, witness preparation, motion practice, and trial preparation. She works with public entities in handling various issues, such as employee discipline, termination, and disability accommodation disputes. In addition, Liara assists clients with business and facilities matters, including reviewing vendor agreements, establishing document retention practices, and analyzing construction contracts and related documents in construction litigation matters. A native Spanish speaker, Liara has conducted bilingual trainings on topics such as open meeting laws, harassment, and discrimination.

#### **Sample List of Litigation/Accomplishments**

Below is a sample list of some of Liara's recent accomplishments. More detail is provided in her enclosed resume.

#### **Administrative Hearings**

- ***Classified Employee v. School District*** - District suspended and demoted a warehouse worker for multiple violations of safety protocol, including failing to safely operate warehouse equipment, continually neglecting daily tasks, and exhibiting a pattern of dishonesty regarding his safety practices. Following his demotion to a different position, he again violated safety standards and the School District terminated him. The employee appealed. Following a three-day hearing, a hearing officer upheld the termination. The hearing officer found that although the employee served for many years without discipline, termination was appropriate because his conduct following administration of proper progressive discipline did not result in correction of the misconduct.



#### **Litigation**

- **Juan Guillen v. City of Gardena, et al** - Summary judgment obtained in this case filed by a bus driver who alleged 6 causes of action, including harassment and failure to accommodate, against the City and two managers.

#### **SPECIALTY SERVICES**

The firm is able to provide all of the services listed and there are no specialty services included in the RFP that we could not provide. If an issue arises outside of the areas detailed in the RFP, and if it was an area that we do not specialize in, we would advise the Library accordingly and assist it to find adequate counsel.

#### **MAIN CONTACT**

We propose that Partner Oliver Yee serve as the main contact for the Library. Oliver can be contacted directly at [oyee@lcwlegal.com](mailto:oyee@lcwlegal.com) or 310-981-2044. In Oliver's absence, Heather DeBlanc will serve as the point person for the Library. Heather can be contacted directly at [hdeblanc@lcwlegal.com](mailto:hdeblanc@lcwlegal.com) or 310-981-2028. The Library is also welcome to contact any member of the team directly.

#### **TIMELY RESPONSES**

The Library's work is very important to us and providing quality, responsive service is one of our founding principles. Your team will be kept abreast of Library matters and there will always be a member of the firm who can respond to your requests. Requests are responded to very quickly, usually within the same day, as we know that prompt legal advice can sometimes make all the difference. Our approach includes:

**Providing access around the clock:** As a matter of regular practice we respond to calls swiftly. When the main attorney knows he will not be available, a back-up plan is always in place so that clients can quickly reach an attorney with the expertise to address the situation. This team approach allows us to be both highly responsive and cost effective. It ensures timely assistance by an attorney with the necessary expertise, and assistance by attorneys that have developed a personal knowledge of the Library's practices, procedures and people.

Tailoring this model to the Library, partner Oliver Yee would serve as the lead attorney. Oliver and the other partners on the Library's team would be directly available to the Library administrators and the Board as needed; would attend Board meetings as needed and be available to assist on-site on a regular basis, as well as through phone, fax and email. They would also supervise a team of associates with relevant expertise. The team would also be available - under the direct supervision of the leaders - to assist on Library matters, make on-site visits, attend Board meetings, and provide training as needed. The Library could either work directly with the aforementioned partners only - who would then delegate and supervise work as needed, or the Library would be free to contact anyone on the team directly. We would utilize the structure that best suits your needs.

Mr. Ryan Roy

**Re: *Response to RFP for Legal Services***

April 18, 2018

**Providing dedicated time for District matters:** We understand that our clients cannot predict when they will need legal assistance. Thus, it is our practice to be available to our clients whenever the need arises. However, some of our clients who require frequent assistance on numerous matters also request that an attorney block out a dedicated time one day a week or once every other week for that client. In these situations, the attorney either visits the Library or makes every effort to be available by phone during the designated time each week, and not to schedule other obligations during that time. However, the client is billed for the time only if it is utilized.

## REFERENCES

Below are specific references for clients we have served. The Authority is welcome to contact any of them.

Lisa Hockersmith, Vice President of Human Resources  
Kern County Hospital Authority  
Phone: (661) 326-2640  
Email: [Lisa.Hockersmith@KernMedical.com](mailto:Lisa.Hockersmith@KernMedical.com)

Tim Deutsch, General Manager  
Orange County Cemetery District  
Phone: (949) 951-9102, ext. 112  
Email: [t.deutsch@orccd.com](mailto:t.deutsch@orccd.com)

Mammoth Lakes Fire Protection District  
Frank L. Frievault, Fire Chief  
Phone: (760) 934-2300  
Email: [frank@mlfd.ca.gov](mailto:frank@mlfd.ca.gov)

Alma Rosa Martinez, Human Resources/Safety Director, and Kirk Kain, Executive Director  
Southeast Area Social Services Funding Authority  
Phone: (562) 946-2237 ext. 222 and 223  
Email: [armartinez@sassfa.org](mailto:armartinez@sassfa.org) and [kkain@sassfa.org](mailto:kkain@sassfa.org)

Hilary Straus, General Manager  
Citrus Heights Water District  
Phone: (916) 735-7715  
Email: [hstraus@chwd.org](mailto:hstraus@chwd.org)

Angela Lopez, Human Resources Director  
City of Ontario  
Phone: (909) 395-2435  
Email: [aclopez@ontarioca.gov](mailto:aclopez@ontarioca.gov)

Mr. Ryan Roy  
**Re: Response to RFP for Legal Services**  
April 18, 2018

Donna Peter, Human Resources Director  
City of Santa Monica  
Phone: (310) 458-8246  
Email: [donna.peter@smgov.net](mailto:donna.peter@smgov.net)

Mariam Lee Ko, Human Resources Manager  
City of South Pasadena  
Phone: (626) 403-7312  
Email: [mlee@southpasadenaca.gov](mailto:mlee@southpasadenaca.gov)

Rod Hill, Director of Human Resources/City Controller  
City of Whittier  
Phone: (562) 567-9810  
Email: [rhill@cityofwhittier.org](mailto:rhill@cityofwhittier.org)

James Birrell, Executive Director  
Los Angeles Area Fire Chiefs Association  
Phone: (714) 713-9781  
Email: [jabirrell@emc-s.com](mailto:jabirrell@emc-s.com)

### ADDITIONAL INFORMATION

#### *Accolades*

Liebert Cassidy Whitmore attorneys are dedicated advocates for our clients and this is reflected in the accolades the firm has received. Dozens of our attorneys have been recognized by the Super Lawyers and Rising Stars by *Super Lawyers*, which recognizes less than five percent of the lawyers in the state. Many of our attorneys have been recognized by the *Daily Journal* as Top Labor & Employment Lawyers, and the firm has been named a “Top 20 Defense Results” firm in 2017 and a “Top Law Firm Boutique” in 2014. Our firm was the only firm chosen in this area.

The Firm has also received recognition for its dedication to advancing equality. Ranked with other law firms across the nation, our firm was named in the top 15 in each of these areas by *Law360*:

- Best Law Firm for Minority Attorneys
- Best Law Firm for Female Attorneys
- Best Law Firm for Female Partners

#### *Consortiums*

In addition to the training services detailed above, LCW also offers training through its many Employment Relations Consortiums (ERCs) statewide, to which nearly 900 agencies belong. The Library may be interested in joining our San Gabriel Valley Consortium. For less than what it usually costs for one out of town conference, the consortium provides members with:

- Five (5) full days of training to which the Library can send any number of employees
- Reference material for all workshop attendees

Mr. Ryan Roy  
**Re: Response to RFP for Legal Services**  
April 18, 2018

- A copy of our monthly newsletter, *Client Update*
- Unlimited, complimentary telephone consultation
- Ability to attend other consortium workshops across the state, space permitting, for no additional fee.

### **BILLING RATES**

The firm bills in increments of one tenth of an hour. Invoices are payable upon receipt and due within 30 days. Our rates reflect the nature of our public sector work and take into consideration the inherent budgetary limitations of our public sector clients. Pricing offered on a time-and-materials basis would be based on the standard hourly rates listed below:

T. Oliver Yee, Partner .....	\$370
Elizabeth T. Arce, Partner.....	\$370
Heather DeBlanc, Partner .....	\$370
Adrianna Guzman, Partner.....	\$370
Christopher Fallon, Associate.....	\$295
Stacey Sullivan, Associate .....	\$295
Christopher Frederick, Associate.....	\$290
Liara Silva, Associate .....	\$240
Paraprofessionals and Litigation Support .....	\$80 - \$170

### ***Expenses***

Unlike many firms, we do not bill for secretarial time or telephone charges. Facsimile transmissions are billed at the rate of \$.25 per page for outgoing faxes only. Documents are sent electronically unless specifically requested otherwise, or when electronic transmission is not an option. Copying is charged at fifteen cents (\$.15) per page. Additional prints, postage and special deliveries (i.e. Fed-Ex, UPS, DHL, messenger service), and other hired deliveries completed at the request of the client or necessary to comply with court or other deadlines will also be billed to the client.

Our firm bills for travel time at the attorney's hourly rate - for the time it takes to travel from the office to our client and back, or the time it takes from the attorney's residence to our client and back, whichever is less. Importantly, we do not double bill for our travel time; our travel billing is prorated by the time we spend on billable work for the agency or other clients, like phone calls and dictation.

### **Standard Contract**

A copy of the firm's standard professional services agreement is enclosed.



LIEBERT CASSIDY WHITMORE

**APPENDIX 1:**  
**ATTORNEY RESUMES**



## T. Oliver Yee

Partner | Los Angeles

[oyee@lcwlegal.com](mailto:oyee@lcwlegal.com)

Tel: 310.981.2044

### EXPERIENCE

Oliver provides representation and legal counsel on a variety of issues including labor negotiations, personnel rules and policies, the Fair Labor Standards Act, laws and regulations of public employment retirement plans, the Brown Act and Public Records Act, unfair labor practices, employee grievances, leave and disability issues, and disciplinary actions.

Oliver is an experienced labor negotiator, having represented public agency clients as their chief negotiator in all aspects of the negotiations process, from the pre-negotiations planning phase up to and including impasse and fact finding. He has also successfully represented clients before the Public Employment Relations Board, and regularly provides advice and counsel on negotiations and labor relations strategy. In addition, Oliver regularly provides advice and counsel on retirement issues, and has successfully represented clients on appeals involving CalPERS and disability retirement determinations.

Oliver also specializes in providing audit services. He relies on his vast experience in labor relations and litigation to bring thoughtful and innovative review and analysis to the audit process. He is an author of the Liebert Model Personnel Policy Portal (LMP3), a set of model personnel policies for public agencies, and regularly audits personnel rules, administrative policies, and employee handbooks. In addition, Oliver's successful representation of clients in FLSA litigation enables him to be an effective auditor on FLSA-related issues.

Oliver has successfully represented clients in class action matters involving the FLSA, and single plaintiff litigation employment matters in both state and federal court from inception through discovery, pre-trial proceedings, and settlement or trial. He has also successfully defended agencies in disciplinary actions, and regularly advises clients on disciplinary matters.

Oliver is a prolific and dynamic presenter in Liebert Cassidy Whitmore's training program. He regularly trains governing bodies, managers, supervisors and human resources personnel. He also frequently presents at public sector conferences on relevant labor and employment topics. Oliver relies on his extensive training experience to provide proactive and preventative advice and counsel to clients.

In 2013, 2014 and 2015, Oliver was named a Southern California *Super Lawyers Rising Star* – Labor and Employment Law.

**California Bar# 237057**

**Date of Admittance: December 2005**

**Years of Practice: 13**

## **EDUCATION**

JD, Washington University School of Law, St. Louis

BA, Washington University, St. Louis

MA, Washington University, St. Louis

## **LEGAL EXPERTISE**

Audit Services

Employment Law

Labor Relations & Collective Bargaining

Litigation Services

Retirement, Health & Disability

Wage & Hour

Public Education

Public Safety

## **REPRESENTATIVE MATTERS**

### **LITIGATION**

***Association for Los Angeles Deputy Sheriffs, et al. v. County of Los Angeles, et al.*** - Handled a Fair Labor Standards Act collective/class action case where the U.S. District Court granted a County law enforcement employer's summary judgment motion. The lawsuit involved the "donning and doffing" claims of approximately 3,000 deputy sheriffs in two different, yet consolidated, collective action lawsuits filed against the County and its Sheriff (collectively "the County"). The district court also granted the County's motion to decertify the remaining "off-the-clock" work claims. The district court's rulings effectively ended two large collective/class action lawsuits after several years of litigation.

***Rosales v. County of Los Angeles*** - This FLSA collective action sought compensation for unreported overtime and certification of a class of 700 IHSS social workers who evaluated IHSS recipients' needs and made recommendations regarding the services to be performed by IHSS providers. We successfully defeated plaintiffs' attempt to certify the class and limited the case to just one social worker. The case then settled for nuisance value.

**Petersen Law Firm v. City of Los Angeles** - Represented City and individual defendants in an action in which they prevailed on an Anti-SLAPP motion in a case challenging investigation of police officers. After the matter was appealed and remanded, the trial court reconsidered the City's motion for attorney's fees and ruled that the City was entitled to recover the entire amount of attorney's fees and costs it requested.

**Bentley v. County of Los Angeles, et al** - In a federal lawsuit a County client defeated a motion for conditional certification of a collective action filed by a potential lead plaintiff in a Fair Labor Standards Act ("FLSA") wage and hour action.

## **NEGOTIATIONS**

**Orange County Cemetery District** - Oliver served as chief negotiator during MOU negotiations, and successfully negotiated a labor agreement between the District and its miscellaneous employee unit.

**City of Whittier** - Oliver served as chief negotiator during MOU negotiations with the City's miscellaneous employee unit.

**City of Cudahy** - Oliver served as chief negotiator during MOU negotiations with the City's miscellaneous employee unit.

**The Accelerated School** - Oliver is currently serving as chief negotiator during collective bargaining negotiations with the school's miscellaneous and teacher employee units.

**City of Redlands** - Oliver served as chief negotiator during MOU negotiations, and successfully negotiated labor agreements between the City and its safety employee groups.

**City of La Verne** - Oliver served as chief negotiator during MOU negotiations. He also represented the City in factfinding and impasse proceedings, which resulted in the implementation of terms and conditions of employment for a safety employee group.

**City of Sierra Madre** - Oliver has provided advice and counsel over the years during the City's MOU negotiations and in its labor relations with its employee groups.

## **AWARDS**

Selected for inclusion in Southern California *Super Lawyers Rising Stars* in the field of Labor and Employment, 2013-2015

## **PUBLICATIONS**

**Negotiating Modifications and Coalition Bargaining**, Sep 19, 2017

**Independent Contractor = No CalPERS Membership, Right? Not so Fast!**, May 24, 2016

**Prevention, Prevention, Prevention! It's Time to Audit Your Agency's Personnel Rules**, Apr 14, 2016

**Top 5 Questions for Conducting MOU Review**, Apr 13, 2016



**Achieving Brown Act Success: What Are The Top Five "Dos And Don'ts" For Closed Session?**, Jul 24, 2015

**Drafting MOU Language Following a Tentative Agreement**, May 6, 2015

## **PRESENTATIONS**

**The Rules of Engagement: Issues, Impacts & Impasse**, Fullerton Community Center, Oct 11, 2018

**Equal Pay Act/Fair Pay Act**, Webinar, Jul 24, 2018

**12 Steps to Avoiding Liability**, East Inland Empire ERC, Fontana, May 10, 2018

**Moving Into the Future**, Los Angeles County Human Resources Consortium, Los Angeles, May 3, 2018

**A Supervisor's Guide to Labor Relations**, San Gabriel Valley ERC, Alhambra, Apr 11, 2018

**Preventing Workplace Harassment, Discrimination and Retaliation**, West Basin Municipal Water District, Carson, Apr 9, 2018

**Negotiations**, Vallecitos Water District, San Marcos, Mar 30, 2018

**A Guide to Implementing Public Employee Discipline**, Sanitation Districts of Los Angeles County, Whittier, Mar 20, 2018

**The FLSA and Equal Pay Laws: What Community Colleges Need to Know**, SCCCDCD ERC, Anaheim, Mar 16, 2018

**Iron Fists or Kid Gloves: Retaliation in the Workplace**, East Inland Empire ERC, Fontana, Mar 8, 2018

**Navigating the Crossroads of Discipline and Disability Accommodation**, East Inland Empire ERC, Fontana, Mar 8, 2018

**A Guide to Implementing Public Employee Discipline**, Sanitation Districts of Los Angeles County, Whittier, Mar 6, 2018

**Closing the Wage Gap: California and Federal Equal and Fair Pay Laws**, LCW Annual Conference, San Francisco, Feb 27, 2018

**We've Come a Long Way, and the Best is Yet to Come**, LCW Annual Conference, San Francisco, Feb 26, 2018

**Hot Topics in Negotiations for 2018**, Feb 22, 2018

**Preventing Workplace Harassment, Discrimination and Retaliation**, West Basin Municipal Water District, Carson, Feb 21, 2018

**The Art of Writing the Performance Evaluation**, Gateway Public ERC, Commerce, Feb 1, 2018

**A Guide to Implementing Public Employee Discipline**, Los Angeles County Department of Public Social Services, Norwalk, Jan 29, 2018

**A Supervisor's Guide to Labor Relations**, North San Diego County ERC, Carlsbad, Jan 18, 2018

**Moving Into the Future**, North San Diego County ERC, Carlsbad, Jan 18, 2018

**A Guide to Implementing Public Employee Discipline**, Los Angeles County Department of Public Social Services, Norwalk, Jan 9, 2018

**MOU Review: How to Comply With the Law and Clean Up That Language!**, California Public Employer Labor Relations Association (CALPELRA) Annual Training Conference, Monterey, Dec 7, 2017



## Elizabeth Tom Arce

Partner | Los Angeles

[earce@lcwlegal.com](mailto:earce@lcwlegal.com)

Tel: 310.981.2000

### EXPERIENCE

Elizabeth (Liz) is an accomplished advocate for special districts with experience litigating a wide array of cases in state and federal trial and appellate courts. Liz has successfully represented employers in matters ranging from single plaintiff lawsuits to wage and hour class and collective actions. Her litigation experience includes numerous successful summary judgment motions, defeating class certification, and decertifying collective actions. Liz's litigation practice also includes handling matters in arbitration and before administrative agencies where she has been effective at obtaining favorable results for the firm's clients.

Liz advises employers on a wide range of diverse matters such as wage and hour, disability accommodations, public safety, employee discipline, disability retirements, and anti-discrimination, harassment and retaliation laws. At the center of her employment counseling practice is auditing employer policies and practices for compliance with wage and hour laws such as the Fair Labor Standards Act.

Liz is a dynamic trainer who is motivated by her commitment to the firm's clients and her passion for employment law. She draws from her litigation experience during her presentations to educate and encourage employers to take preventative measures to reduce exposure to liability and costly litigation. In addition to presenting to the firm's consortiums, Liz also frequently speaks at regional, statewide and national conferences on a variety of employment-related topics.

Liz co-authored Chapter 4 (Leaves of Absence) of the *California Public Sector Employment Law* practice guide (Matthew Bender 2011). Articles authored by Liz have also appeared in leading publications in the legal industry and for public employers.

Prior to joining Liebert Cassidy Whitmore, Liz was a litigator in the Los Angeles office of an international law firm where she represented businesses of all sizes in employment and commercial litigation matters.

**California Bar# 216687**

**Date of Admittance: December 2001**

**Years of Practice: 17**

## EDUCATION

JD, St. John's University School of Law, Jamaica, New York

BA, University of Southern California

## LEGAL EXPERTISE

Litigation Services

Employment Law

Wage & Hour

Retirement, Health & Disability

Public Safety

## REPRESENTATIVE MATTERS

### ADMINISTRATIVE HEARINGS

***Employee v. Police Department*** - After 12 days of hearing, Arbitrator upheld the decision to terminate a police officer for neglect of duty and failure to follow the City's policies.

***Employee v. City*** - Successfully defended the City's decision to deny police officer's application for an industrial disability retirement before an Administrative Law Judge of the Office of Administrative Hearings.

***Employee v. Police Department*** - Arbitrator upheld the decision to terminate a police officer for dishonesty.

***Employee v. Police Department*** - Hearing officer upheld the three-day suspension of a police officer for sleeping on duty.

### LITIGATION

***Miller v. City of Los Angeles, et. al.*** - In a whistleblower retaliation federal lawsuit, the former Independent Assessor for the City of Los Angeles's Fire Commission brought a lawsuit against the City and several individual defendants, alleging FEHA, § 1983, and Labor Code 1102.5 violations. The firm obtained complete summary judgment on all causes of action on behalf of the City, the Mayor, all five Fire Commissioners, and a Mayoral employee.

***Plaintiff v. Private School*** - Successfully brought an Anti-SLAPP motion which resulted in the dismissal of the complaint against the School and two individual defendants in a lawsuit alleging fraud and abuse of process. Attorney's fees and costs were also awarded to the defendants.

***Plaintiff v. City*** - Obtained summary judgment on behalf of the City and several individual defendants in a lawsuit alleging whistleblower and first amendment retaliation.

***Buckley v. Los Angeles Civil Service Commission*** - Trial court denied deputy sheriff's petition for writ of mandate and upheld the County's termination of his employment for neglect of duty.

**Association for Los Angeles Deputy Sheriffs, et al. v. County of Los Angeles, et al.** - We represented the County in a FLSA collective action where the U.S. District Court granted several key motions filed by LCW on behalf of the County. The lawsuit involved the "donning and doffing" claims of approximately 3,000 deputy sheriffs in two different, yet consolidated, collective action lawsuits filed against the County and its Sheriff. The trial court also granted the County's motion to decertify the remaining "off-the-clock" work claims. The District Court's rulings effectively ended two large collective/class action lawsuits after several years of litigation.

**Reed v. County of Orange** - The firm successfully decertified a collective/class action consisting of over 600 OCSD deputy sheriffs. The deputies alleged that the County violated the FLSA by failing to properly compensate them for missed meal breaks, donning and doffing their uniforms, and other "off-the-clock" work. This case resulted in two published opinions in favor of the County, *Reed v. County of Orange*, 266 F.R.D. 446 (C.D. Cal. 2010) and *Reed v. County of Orange*, 716 F.Supp.2d 876 (C.D. Cal. 2010). LCW obtained summary judgment on the donning and doffing claims and decertified the collective action as to the remaining overtime claims. The case ultimately settled.

## **PUBLICATIONS**

**Performance Evaluations: Why It's A Good Thing For Public Employers**, Jan 2, 2018

**Holidays and the Workplace: Be Merry or Bah Humbug**, Dec 6, 2016

**New Partners Continue Long Tradition of Women Leaders at the Firm**, Press Release, Oct 1, 2014

## **PRESENTATIONS**

**Workplace Bullying: A Growing Concern**, Gateway Public ERC, Long Beach, May 9, 2018

**So You Want To Be A Supervisor**, North San Diego County ERC, San Marcos, May 1, 2018

**Technology and Employee Privacy**, North San Diego County ERC, San Marcos, May 1, 2018

**FLSA**, Los Angeles World Airports (LAWA), Los Angeles, Apr 5, 2018

**Top Wage & Hour Violations in Private Schools**, Mar 12, 2018

**Lessons Learned In FLSA Litigation**, LCW Annual Conference, San Francisco, Feb 27, 2018

**Pulling Back the Curtain: Best Practices for Responding to DFEH Complaints**, LCW Annual Conference, San Francisco, Feb 26, 2018

**Elimination of Bias in the Legal Profession**, City Attorney's Association of Los Angeles County (CAALAC), Los Angeles, Feb 22, 2018

**Five Things You Need to Know About the New Salary History Law**, Liebert Cassidy Whitmore, Webinar, Dec 12, 2017



## Heather DeBlanc

Partner | Los Angeles

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### EXPERIENCE

Heather DeBlanc is the Chair of the firm's Business & Facilities Practice Group and brings expertise in construction, business, and employment law, representing clients in transactional and litigation matters as well as administrative hearings.

Heather has over a decade of experience in construction law and helps clients develop efficient and smooth running construction projects. She has represented public agency project owners as well as general and sub-contractors on public works projects. She has extensive experience litigating and advising public agency project owners on payment and performance issues (including delay, disruption, acceleration, and change order disputes), surety issues (including payment, performance and license bonds), bidding, prequalification, stop notices, and warranty issues. Heather has also represented private works owners in developing and negotiating design professional agreements and construction contract documents.

Heather has expertise drafting bid documents and all construction contracts (including surety takeover agreements, construction management and design professional agreements) and investigating projects during and after construction. She is adept at identifying and minimizing risk in construction contracts because of her familiarity with the construction process.

Heather regularly assists special districts with vendor contracts/disputes, services agreements, facilities leasing, facilities use agreements, activities waivers, transportation agreements, community care licensing/child care licensing laws, emergency services contracts, solar power agreements, technology agreements, and best practices for risk prevention.

Heather is also member of the firm's Executive Committee of the Retirement, Health and Disability Practice Group and serves as the lead partner in the health benefits practice. Heather has prominent expertise advising on health benefits, including compliance with Section 125 plans, cash-in-lieu options, and the Affordable Care Act (ACA). She provides clients with assistance revising policies and procedures and adopting resolutions or plans as laws change. She advises on collective bargaining language and changes needed to existing eligibility provisions in line with the law, and regularly provides training on best practices for compliance. She also advises clients on compliance with the Americans with Disabilities Act (Titles I, II and III).

Heather's employment experience also includes handling issues relating to hiring, terminations, discrimination, and administrative hearings related to disciplinary actions.

**California Bar# 190983**

**Date of Admittance: December 1997**

**Years of Practice: 21**

## **EDUCATION**

JD, Pepperdine University School of Law

BA, University of California, Santa Barbara

## **LEGAL EXPERTISE**

Business, Construction, and Facilities

Employment Law

Litigation Services

Retirement, Health & Disability

Affordable Care Act

Public Education

Public Safety

## **REPRESENTATIVE MATTERS**

### **LITIGATION**

***General Contractor v. Community College District*** – A general contractor filed a multi-million dollar claim against the District for delay damages on a construction project. The general contractor claimed breach of contract and that it was owed monies on unpaid change orders, unpaid contract balance, and penalties and interest. Heather negotiated a favorable settlement for the District

### **ADMINISTRATIVE HEARINGS**

***Employee v. Community College District*** - Employee appealed his termination from the District where he worked as a custodian. The District terminated his employment due to his theft of books from the book store. Employee pled the Fifth Amendment at the hearing and refused to put on evidence. He objected on various discovery grounds. The hearing officer recommended the termination be upheld and the Board upheld the termination.

***Employee v. City*** - The City terminated a human resources analyst for doing her husband's homework on City time. The hearing officer upheld all of the factual allegations, but recommended suspension rather than termination. The City Manager upheld the termination and the employee filed a writ petition. Heather opposed the petition and conducted an oral argument on behalf of the City. The writ was denied.

**Employee v. Community College District** - A classified employee brought a grievance that the district prematurely ended her light duty assignment. The District put her on leave when her light duty assignment ended at the time her temporary condition became permanent, pursuant to the terms of the CBA. She requested that the District restore extended sick leave and vacation hours she had used. The arbitrator denied the grievance in its entirety.

**Employee v. Community College District** - The District terminated a custodian because he was part of an operation where custodians were stealing books from the bookstore and selling them to students. The employee appealed. The hearing officer recommended that the appeal be denied.

**Employee v. City** - Employee, a Motor Coach Operator, was terminated for rear-ending a car. He also had several previous preventable and non-preventable accidents in the past. The employee was terminated for failure to practice defensive driving despite efforts at retraining. The hearing officer recommended that the termination be sustained. The Personnel Board upheld the termination.

**Employee v. City** - Employee was suspended for repeatedly failing to follow orders to conceal her pink, then purple hair. She was suspended for failure to follow the Department's grooming policy and insubordination. The Personnel Board upheld the suspension.

**City Police Officer Discipline Appeal Hearing** - In a police officer discipline appeal hearing handled by Heather, a police department prevailed against a police officer who appealed his termination. The officer was terminated for purchasing human growth hormone and steroids in a parking lot without a prescription.

## **OTHER**

**Disability Discrimination Claim** - A blind student brought claims with Office of Civil Rights (OCR) of disability discrimination against a community college district. The DPS Director accommodated the student in various ways. Heather negotiated with OCR and opposing counsel to resolve the issues. OCR dismissed the complaint.

**Americans with Disabilities Act** – Advised client on compliance with ADA compliance, grievance procedures, and ADA training.

**Employer Payments to Beneficiaries of Deceased Employee** - Advised community college district as to how to proceed with vacation payoff to a beneficiary under relevant Probate statutes. The issue also involved Power of Attorney issues.

## **BUSINESS AND FACILITIES**

**Construction Contracts** – Prepared and negotiated several construction contract agreements and general conditions including for design-build projects and cost of the work plus a fee with a guaranteed maximum price.

**Facilities – Mold Issues** – Advised on resolution of mold problem in a facility and how to avoid potential litigation.

**Solar Panel Agreement** – Negotiated agreement for solar panels and power.

**Facilities – Seismic Issues** – Evaluated seismic issues and provided advice for risk assessment.

**Vendor Contracts** – Advised various clients on contracts for food services, cell phone services, and other vendors.

**Design Professional Agreements** – Prepared various design professional agreements



**Unauthorized Use of Photographs** – Advised school relating to another schools unauthorized use of student photographs to promote business.

**Fundraising Issues** – Advised school on fundraising issues and related agreements.

**Commercial Lease** – Prepared several commercial lease agreements.

**Facilities Use Agreement** – Prepared parking lot facilities use agreement.

**Parking Lot Contract Dispute** – Resolved dispute between district and utility company through mediation relating to responsibility for parking lot subsidence.

**HIPAA Business Associate Advice** – Advised client on HIPAA requirements relating to business associate agreement and negotiated same.

**Independent Contractor Agreements** – Advised various clients on independent contractor status and prepared agreements with independent contractors.

**Services Agreements** – Prepared various services agreement, including elevator services agreement.

**Lease Leaseback** – Prepared contract documents for construction of library at K-12 district through lease leaseback project delivery method.

**On Campus Disaster Preparedness** – Prepared disaster preparedness plan for school in compliance with Title 22 regulations for child care facilities.

**Credit Card Fees** – Advised client on credit card fee issues.

**Off Campus Catering/On Campus Alcohol** – Advised community college district on legal risks relating to off campus catering and wine pairing classes.

**Website Terms and Conditions** - Prepared terms and conditions for a career services website and a housing website to reduce the risk of claims relating to privacy issues, copyright issues, and other potential liability.

**Vendor Contracts** - Analyzed a transportation contract for a district to reduce the potential risk of claims.

**HITECH Act** - Analyzed a Business Associate Agreement for City to determine compliance with HIPAA's HITECH Act.

**Human Trafficking** - Advised community college district on postings on Human Trafficking required for their bus station.

**Institutional Review Board** - Advice regarding planning and development of an Institutional Review Board, which governs research involving human subjects, for a community college district.

**Political Activity/Facebook Political Ads** - Several community college districts discovered that their names and likeness were being used without permission on Facebook by an association to promote political ads. After cease and desist letters citing to a violation of Education Code section 72000 and negotiations, the ads were removed.

**Campaign Materials** - Advised community college district regarding a photograph of a teacher with students, for use during a City Council election.

## **AFFORDABLE CARE ACT / HEALTHCARE**

**Cafeteria Plans (Section 125)** - Prepared Section 125 Plans and collective bargaining agreement language for health benefit arrangements for multiple clients.

**HIPAA** – Advised client on HIPAA compliance relating to a third party contract for medical billing services.

**Affordable Care Act** – Advised multiple clients on eligible opt out arrangements and health flex contributions, including revision of collective bargaining agreements to minimize risk of the employer shared responsibility payment. Prepared opt-out forms.

**Affordable Care Act** – Advised multiple clients on the applicable large employer determination.

**Tri-CARE** – Advised client on issues relating to Tri-CARE and health benefit structure.

**Cafeteria Plans (Section 125)** – Prepared Section 125 Plans for multiple clients. Advised clients on Health Flexible Spending Accounts.

**Affordable Care Act** - For many clients, advised on exposure risk related to employer mandate and the Look Back Measurement Method Safe Harbor.

**Affordable Care Act** - Analyzed potential penalty exposure and developed a comprehensive plan for City's compliance with ACA.

**Affordable Care Act** - Advised community college district and prepared a comprehensive plan on options to comply with ACA relating to part-time faculty and temporary employees.

**COBRA** - Advised community college districts and cities on various COBRA issues including its intersection with the ACA.

## **PUBLICATIONS**

**ACA Reporting Relief – Written Statement to Covered Individuals Now Due March 2, 2018; Good Faith Penalty Relief Extended**, Jan 4, 2018

**Affordable Care Act Reporting Draws Near**, Oct 5, 2017

**IRS Releases Proposed Regulations Regarding the Affordable Care Act's Calculation of Coverage Affordability for Employers Offering Opt-Out Payments**, Aug 19, 2016

**President Obama Postpones Cadillac Tax and IRS Releases Further Guidance on the Affordable Care Act - Everything Private Employers Need to Know**, Jan 4, 2016

**New Annual Reporting Requirements for Employers under the Affordable Care Act**, Nov 10, 2015

**New Bid Limit of \$84,100 for School and Community College District Contracts**, Jun 15, 2015

**Minimizing Potential Liability Regarding Summer Camps**, Jul 14, 2014

**It's Time to Amend Your Instructions to Bidders On Public Works Projects**, Business & Facilities, Jun 19, 2014

**Liquidated Damages Provisions in Contract Did Not Bear Rational Relationship to Damages from Breach of Agreement**, Business & Facilities, Jun 5, 2014

**An Easement "Over" a Parcel Does Not Make the Entire Area of the Parcel Subject to the Use without Evidence of the Parties Clear Intent to Extend Use to the Entire Easement Area.**, Business & Facilities, Feb 13, 2014

## **PRESENTATIONS**

**Cafeteria Plans: All About the Cash (in Lieu)**, Liebert Cassidy Whitmore, Webinar, May 16, 2018

**Best Practices when School's Contract with Vendors**, California Independent Schools Business Officers Association (Cal-ISBOA) Human Resources Conference, San Francisco, May 7, 2018

**Contracting**, Ventura County Schools Self-Funding Authority ERC, Camarillo, May 3, 2018

**Top 5 Tips for Vendor Contracts**, National Business Officers Association (NBOA) 2018 Annual Meeting, Nashville, Mar 7, 2018

**Risk Management: What's on Your Mind?**, National Business Officers Association (NBOA) 2018 Annual Meeting, Nashville, Mar 6, 2018



## Adrianna E. Guzman

Partner | Los Angeles

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Tel: 310.981.2000

### EXPERIENCE

Adrianna has dedicated her legal career to the representation of public agency clients in administrative proceedings, arbitrations and negotiations, and employment litigation. She regularly advises and represents clients in all aspects of employment and labor issues, including disciplinary and grievance hearings, layoffs, and discrimination and harassment litigation she spends most of her time assisting clients in the labor relations arena.

Adrianna has extensive experience representing agencies before the Public Employment Relations Board on such issues as unfair practice charges, representation issues, requests for injunctive relief, and impasse procedures. She has represented agencies on unfair practice charges, and has been very successful in having charges dismissed or withdrawn before a complaint is issued.

A seasoned negotiator, Adrianna also advises and represents agencies in the collective bargaining process. She represents the client at the bargaining table but also assists agencies with their own negotiating teams by guiding them through the meet and confer process to ensure compliance with good faith bargaining. Experienced with all aspects of bargaining including impact bargaining, impasse and fact-finding she is a trusted resource for clients in this area.

Adrianna is a member of the Executive Committee of the firm's Labor Relations and Negotiations Practice Group and provides internal training for firm attorneys including a multi-day PERB Academy.

**California Bar# 188812**

**Date of Admittance: December 1997**

**Years of Practice: 21**

### EDUCATION

BA, California State University, Northridge

JD, University of California, Berkeley, Boalt Hall School of Law

## LEGAL EXPERTISE

Employment Law

Labor Relations & Collective Bargaining

Litigation Services

Retirement, Health & Disability

Public Education

Public Safety

## REPRESENTATIVE MATTERS

### APPELLATE

***Glendale City Employees Association v. Public Employment Relations Board, City of Glendale*** - In an unpublished opinion, the Court of Appeal, Second District, affirmed trial court's decision sustaining a demurrer to the first amended petition.

***Mendoza v. Julian*** - In an unpublished opinion, the California Court of Appeal, Fifth District, affirmed a peace officer's termination for insubordination.

***Franzosi v. Santa Monica Community College District*** - The Court of Appeal, Second District affirmed a trial court's ruling that the 39 months to request reinstatement from disability retirement under Education Code section 87789 ran from the effective date of the disability retirement, rather than the eligibility date.

***Echaverria v. City of Upland*** - In an unpublished decision, the California Court of Appeal, Fourth District, affirmed that the trial court's decision that the nonpayment of sick leave was not punitive action under POBR that would entitle the officer to an administrative appeal because the peace officer had no right to sick leave when he was not sick.

### DISCIPLINARY APPEALS

***Employee v. City of Santa Monica, Big Blue Bus*** - Personnel Board adopted hearing officer's recommendation to uphold the termination of a bus driver for physically assaulting a drunk and belligerent passenger who had made numerous racial epithets at the driver and spit on him.

***Employee v. City of Santa Monica, Big Blue Bus*** - Personnel Board upheld the termination of motor coach supervisor for violating City's harassment and email usage policy by sending inappropriate and offensive emails to coworkers and subordinate employees.

***Employee v. City of Santa Monica, Big Blue Bus*** - Personnel Board adopted hearing officer's recommendation to uphold the termination of a bus driver for physically assaulting a juvenile passenger who had made racial epithets at a driver.

***Classified Employee v. Mt. San Antonio Community College District*** - Hearing officer affirmed reduction in pay equivalent to 30 days suspension against a classified employee for excessive absences.

## LITIGATION

**Police Officer v. City of Hawthorne** - Court denied police officer's petition for writ of mandate challenging his 15-day suspension for excessive use of force.

**International Brotherhood of Electrical Workers, Local 18 v. Public Employment Relations Board, City of Glendale** - Court sustained a demurrer to the first amended petition filed by employee organization challenging City's refusal to appoint a panel member to a factfinding panel. Court agreed with City that factfinding request was untimely, and that employee organization had failed to exhaust administrative remedies.

**Glendale City Employees Association v. Public Employees Relations Board (PERB) (City of Glendale, Real Party in Interest)** - Court sustained a demurrer to the first amended petition filed by employee organization challenging PERB's refusal to issue a complaint. Court agreed with City that it did not have jurisdiction because GCEA had not alleged facts showing that PERB's refusal was based on erroneous statutory construction.

**Highley v. City of Richmond** - Court sustained demurrer as to all named defendants in race/sex harassment, discrimination, and retaliation lawsuit filed by former employee, sustained a demurrer to six causes of action on third amended complaint, and granted summary judgment as to sole remaining retaliation cause of action.

**Highley v. City of Richmond** - Plaintiff stipulated to dismissal for waiver of costs in FLSA lawsuit after a motion to dismiss filed.

**Hernandez v. City of Richmond** - Court sustained City's demurrer to first amended the complaint filed by a former employee who claimed wrongful termination and emotional distress.

## NEGOTIATIONS

**South East Area Animal Control District** -Service employees International Union, Local 721.

**City of West Hollywood** - Impact bargaining over layoffs involving Council Deputies (CEA).

**Conejo Recreation and Parks District** - Service Employees International Union, Local 721.

**City of Redlands** - Miscellaneous units.

**City of Glendale** - Impact bargaining over layoffs involving miscellaneous unit (IBEW Local 18).

**Mt. San Antonio Community College District** - Classified Unit (CSEA 651).

**City of South Pasadena** - Fire Management Unit Negotiations.

## PERB

**International Brotherhood of Electrical Workers, Local 47 v. City of Pomona** - Union alleged that City unreasonably applied its local rules when it denied IBEW's petition to sever certain classifications from the general unit. Following a hearing on a stipulated record, the ALJ found that the City reasonably applied its rules and dismissed the UPC. The decision became final when the Union chose not to appeal the ALJ's decision.

**Culver City Employees Association v. City of Culver City** - PERB Regional Attorney dismissed unfair practice charge filed by CCEA challenging the City's uniform policy.

**Los Angeles County Unions v. County of Los Angeles** - PERB denied injunctive relief request filed by 11 County of Los Angeles unions and dismissed their consolidated unfair practice charges. PERB agreed with County that it lacked jurisdiction.

**Union of American Physicians and Dentists v. County of Kern** - Union alleged that the County had failed to exhaust impasse procedures, unilaterally imposed terms not reasonably comprehended within last, best and final offer, refused to participate in factfinding, and refused and failed to provide information necessary and relevant to the Union's representational duties. Prior to the hearing, the Union withdrew its failure to provide information request. The ALJ dismissed the UPC following a one-day hearing.

**San Bernardino Public Employees Association v. City of Hesperia** - PERB Regional Attorney dismissed unfair practice charge filed by SBPEA challenging the City's severance of certain classifications from the bargaining unit represented by SBPEA.

**Glendale City Employees Assn. v. Public Employment Relations Board (City of Glendale)** - (PERB Dec. 2251-M) PERB adopted regional attorney's dismissal of unfair practice charge filed by employee organization alleging bad faith bargaining. PERB also found that employee organization had failed to demonstrate just cause for asserting a new cause of action on appeal.

**Kern County Faculty Association v. County of Kern** - Faculty Association withdrew unfair practice charge after County filed response arguing PERB lacked jurisdiction over management employees.

**Jeff Barker et al v. City of Glendale** - PERB Regional Attorney dismissed unfair practice charge filed by an employee alleging bad faith bargaining due to lack of standing.

**Pasadena City College Faculty Association v. Pasadena Area Community College** - (PERB Dec. No 2218-E) PERB adopted ALJ's dismissal of unfair practice charge on District's motion to dismiss.

**Glendora Municipal Employees Association v. City of Glendora** - PERB Regional Attorney dismissed unfair practice charge filed by employee organization alleging bad faith bargaining for failure to state sufficient facts to demonstrate an unfair labor practice.

**Pasadena Management Association v. City of Pasadena** - Management Association withdrew unfair practice charge after City filed response arguing that PERB lacked jurisdiction over management employees.

**Probation Officers Association v. County of Kern** - PERB denied POA's request for injunctive relief. POA had sought to prevent the County from proceeding to mediation and possible implementation of the County's last, best and final offer on the ground that the County engaged in bad faith bargaining.

**SCEA v. AFSCME, Council 57 and County of Siskiyou** - PERB denied SCEA's request for injunctive relief. SCEA had claimed it had disaffiliated from AFSCME and accused County of interfering with the union by not forwarding SCEA the membership dues. SCEA sought an order that the County pay it the membership dues collected from its members of the bargaining unit represented by AFSCME.

**City of Palo Alto v. SEIU Local 521** - PERB granted City's request that PERB seeks injunctive relief to prevent employees performing essential services from striking.

**SCEA/AFSCME v. County of Siskiyou** - PERB denied union's request for injunctive relief. Union had claimed that County was violating its members due process rights by not providing it with documents it claimed it needed to represent an employee in a disciplinary hearing. Union sought

order precluding County from holding a disciplinary hearing until documents turned over and ordering County to provide employee due process. Union withdrew UPC.

**SCEA/AFSCME v. County of Siskiyou** - (PERB Dec. No. 1894-M) PERB upheld ALJ's dismissal of UPC filed by Union. Union alleged that County unilaterally changed layoff provisions by laying off two permanent employees before laying off extra-help, temporary, and probationary employees in a different classification. According to PERB, County's interpretation of layoff provisions as being by classification was reasonable and consistent with County Code, Personnel Rules, and MOU.

**SCEA v. County of Siskiyou** - ALJ dismissed UPC in which union alleged that the County had unilaterally transferred bargaining unit work.

## **PUBLICATIONS**

**PERB Reaffirms That a Bargaining Impasse is Not Broken Unless a Party Makes a Significant Concession**, May 17, 2016

**No Relief for Unions That Fail to Timely File Factfinding Requests In Accordance With MMBA and PERB Regulations**, May 3, 2016

**Court of Appeal Holds that MMBA Factfinding Procedures Apply to all Bargaining Disputes**, Apr 13, 2016

**PERB Leaves Open the Question as to Whether an Employee Has a Right to Union Representation during a Performance Evaluation Meeting**, Feb 10, 2016

**Unit Modification and Severance Petitions**, Dec 17, 2015

## **PRESENTATIONS**

**The Public Employment Relations Board (PERB)**, Liebert Cassidy Whitmore Seminar, Fullerton, Apr 12, 2018





## Christopher Fallon

Associate | Los Angeles

[cfallon@lcwlegal.com](mailto:cfallon@lcwlegal.com)

Tel: 310.981.2000

### EXPERIENCE

Christopher provides representation and legal counsel with a focus on matters pertaining to business and facilities including general business contracts, construction contracts and litigation. He has substantial experience assisting clients in all manners of their business, transactional and contract needs. He prepares, reviews, and negotiates contracts on behalf of clients in numerous fields, including vendor, construction-related, and employment agreements.

Christopher also has extensive experience assisting clients with a wide variety of construction issues. Christopher's construction practice focuses on complex civil litigation, including construction litigation. His experience includes drafting, advising clients on, and negotiating all types of contracts, including architect, construction management and program management agreements, requests for qualifications, requests for proposals, prequalification documents, leases, joint use agreements, and public bidding and construction documents.

Christopher's expertise also includes extensive experience advising clients on the handling of stop payment notices, bid protests, and other construction related issues, as well as numerous property issues such as disposing of surplus property.

Christopher is a LEED (Leadership in Energy Environmental Design) Green Associate, meaning he has been accredited by LEED as a professional with extensive knowledge of green design, construction, and operations.

**California Bar# 211106**

**Date of Admittance: December 2000**

**Years of Practice: 18**

### EDUCATION

JD, University of San Diego School of Law

BS, Villanova University

## LEGAL EXPERTISE

Business, Construction, and Facilities

Employment Law

Retirement, Health & Disability

Public Education

## REPRESENTATIVE MATTERS

### LITIGATION

**Breach of Contract** - Defended a special district in litigation brought by a health provider for breach of contract and estoppel claims. Successfully settled this matter for the client.

**Breach of Contract** - Defended a Community College District against breach of contract and fraud claims, based on a vendor's allegation that it was promised a 5-year contract but only received a 1-year contract.

**Construction Litigation** - Represented a community college district in litigation against a contractor that installed incorrect materials throughout a campus building. The damages were potentially in the millions of dollars. Navigated the case to a favorable settlement for the client.

**Neighbor Boundary Dispute** - Handled the pre-litigation phase of a boundary dispute; a neighbor was claiming it owned 10 feet of the District's land as it had used that strip of land for many years before the District bought the property.

### BUSINESS AND FACILITIES

**Lease Agreement** – Prepared bid documents and negotiated and prepared a lease agreement between a community college district and a community group to allow regular monthly use of meeting space, and provide for construction improvements and upgrades of district buildings, at terms advantageous to the District.

**Sale of Surplus Property** - Effected a successful sale of surplus property for over seven figures for the CCD. The CCD sold the surplus property to the highest bidding private party after it sent all required public written offers and notices to various public and nonprofit entities. We prepared the required public offers and notices related to the sale of the property and the necessary Board resolutions and findings permitting the District to sell the surplus property directly to a private party. Upon approval by the Board we prepared and negotiated the purchase agreement. We also helped the District negotiate a settlement with a high bidder when the bidder withdrew its bid and threatened to sue the District after trying to negotiate a lower purchase price than listed in its bid. The District was able to keep the bidder's non-refundable deposit and avoid litigation. During escrow we assisted the District in producing the appropriate documentation and handled issues that arose during the transaction. Escrow closed on time and the District promptly received payment for the sale.

**Merced Community College District - Sale of Surplus Property** - Effected a successful sale of surplus property for over seven figures for the Merced CCD. M CCD sold the surplus property to a local K-12 school district. We prepared the necessary Board resolutions and findings permitting the District to sell the surplus property directly to another public entity. Upon approval by the Board, prepared and negotiated the purchase agreement. During escrow, assisted the District in producing

the appropriate documentation and handled issues that arose during the transaction, including the need to have a Board approved an amendment to the purchase agreement. Escrow closed on time and the District promptly received payment for the sale.

## **LEASE FINANCE**

***Lease Purchase Merced CCD*** - Acted as District Counsel for \$3.1 million lease-purchase transaction. The project was extensive energy conservation measures throughout campus.

## **AFFILIATIONS**

Coalition for Adequate School Housing (CASH)

Community College Facility Coalition (CCFC)

## **PUBLICATIONS**

**District May Not Hire Consultants for Pre-Election Bond Campaign Services If Those Services Are Considered Campaign Activity**, Business & Facilities, Feb 2, 2016

**New Bid Limit of \$86,000 for School and Community College District Contracts**, Business & Facilities, Dec 24, 2015

**Safety First: When to Require Fingerprinting of School Contractors**, Business & Facilities, Sep 11, 2014

**Contractor Maintained a Valid License, Even Though It Changed Its Corporate Structure during a Construction Project**, Business & Facilities, Aug 14, 2014

**Energy Code Changes Start July 1, 2014**, Business & Facilities, Jul 17, 2014

**Standing Your Ground on Artificial Turf Contracts and Warranties**, Jun 9, 2014

**FCC Proposes Changes to E-Rate Program**, Business & Facilities, Apr 24, 2014

**Local Control Funding Formula Changes Funding for the K-12 Finance System**, Business & Facilities, Apr 10, 2014

**Stop Notice Claimants' Rights Take Priority Over Construction Lender's Fees**, Business & Facilities, Mar 13, 2014

**Public Agencies Must Prepare an Environmental Impact Report if Substantial Evidence Exists in the Record of a Significant Environmental Impact**, Business & Facilities, Feb 27, 2014

**Proposition 39 Guidelines – What Your District Needs To Know**, Business & Facilities, Jan 30, 2014



## Stacey H. Sullivan

Associate | Los Angeles

[ssullivan@lcwlegal.com](mailto:ssullivan@lcwlegal.com)

Tel: 310.981.2011

### EXPERIENCE

Stacey Sullivan, a former Assistant United States Attorney for the United States Department of Justice, has spent her legal career as a litigator. Stacey recently joined LCW and as such her firm resume does not reflect the fact that she has first chaired 25 jury trials in state and federal court. Stacey received numerous awards as an Assistant U.S. Attorney, including from the Director of the Federal Bureau of Investigation for her outstanding prosecutive skills and assistance to the FBI and for her success in the prosecution of a major complex criminal case involving military procurement fraud. She has also been recognized by the NASA Office of Inspector General and the Criminal Division of the I.R.S. for her outstanding service as a prosecutor.

Most recently Stacey served as an Assistant United States Attorney in the Criminal Division of the U.S. Attorney's Office, Southern District of California, where she prosecuted white collar fraud and narcotics cases. Stacey supervised case agents in conducting investigations, presented cases for indictment to the federal grand jury, and handled trials to verdict. Prior to becoming an Assistant U.S. Attorney, Stacey worked for a Southern California civil litigation firm where she handled general civil litigation. In addition to her trial work, Stacey represents clients in arbitration and mediation and has argued cases before the Ninth and Tenth Circuit Court of Appeals.

Stacey also provides training to attorneys in trial skills and oral advocacy.

Stacey graduated Cum Laude from Brigham Young University, J. Reuben Clark Law School.

**California Bar # 171605**

**Date of Admittance: August 1994**

**Years of Practice: 24**

### EDUCATION

JD, Brigham Young University, J. Reuben Clark Law School

BA, Brigham Young University

**LEGAL EXPERTISE**

Investigations

Litigation Services

Employment Law



## Christopher S. Frederick

Associate | Los Angeles

[cfrederick@lcwlegal.com](mailto:cfrederick@lcwlegal.com)

Tel: 310.981.2032

### EXPERIENCE

Christopher Frederick is an associate in the Los Angeles Office of Liebert Cassidy Whitmore where he represents clients in employment, facilities, and construction law matters. As a litigator, Christopher has extensive experience defending clients against claims of discrimination, harassment, retaliation and wrongful termination. He has repeatedly leveraged facts uncovered during the discovery process into favorable resolutions for his clients and has successfully obtained dismissals of cases at the pleading and summary judgment stages. Christopher also has extensive experience defending clients in construction and leasing related proceedings such as defect, change orders, sub-contractor counterclaims, and breach of lease.

Christopher is a dynamic presenter in Liebert Cassidy Whitmore's training program. He regularly trains governing bodies, managers, supervisors and human resources personnel in numerous areas including harassment prevention, first amendment analysis, employee management, performance review writing, and risk management skills. He frequently presents at public sector conferences on relevant labor and employment topics. Christopher relies on his extensive training experience to provide proactive preventative advice and counsel to clients.

Prior to joining Liebert Cassidy Whitmore, Christopher worked for a national firm where his practice focused on construction and employment litigation. He received his BA from the University of California, Santa Barbara where he was a Regent Scholarship recipient and his JD from Loyola Law School where he served as an editor on the school's *Entertainment Law Review*.

**California Bar #227397**

**Date Admitted: December 2003**

**Years of Practice: 15**

### EDUCATION

JD, Loyola Marymount University School of Law

BA, University of California, Santa Barbara

## LEGAL EXPERTISE

Business, Construction, and Facilities

Employment Law

Litigation Services

## PRESENTATIONS

**Guide to Implementing Public Employee Discipline**, ERMA, Hesperia, May 22, 2018

**Public Sector Employment Law Update**, Coachella Valley ERC, Indio, May 10, 2018

**Introduction to the FLSA**, Coachella Valley ERC, Indio, May 10, 2018

**Preventing Workplace Harassment, Discrimination and Retaliation**, County of San Luis Obispo, San Luis Obispo, Apr 27, 2018

**Train the Trainer Refresher: Harassment Prevention**, Liebert Cassidy Whitmore, Los Angeles, Mar 30, 2018

**File That! Best Practices for Document Record Management**, City of Riverside, Riverside, Mar 28, 2018

**Preventing Workplace Harassment, Discrimination and Retaliation**, Mesa Water District, Costa Mesa, Mar 22, 2018

**Ethics in Public Service**, City of Indian Wells, Indian Wells, Mar 5, 2018

**Legal Issues Update**, Orange County Probation, Santa Ana, Feb 6, 2018

**Risk Management Skills for the Front Line Supervisor**, Coachella Valley ERC, La Quinta, Jan 18, 2018

**Public Sector Employment Law Update**, East Inland Empire ERC, Fontana, Jan 11, 2018

**A Guide to Implementing Public Employee Discipline**, East Inland Empire ERC, Fontana, Jan 11, 2018

**Risk Management Skills for the Front Line Supervisor**, Los Angeles County Human Resources Consortium, Los Angeles, Dec 14, 2017

**Technology and Employee Privacy**, South Bay ERC, Palos Verdes Estates, Nov 15, 2017

**Difficult Conversations**, West Inland Empire ERC, Chino Hills, Nov 9, 2017

**Privacy Issues in the Workplace**, West Inland Empire ERC, Chino Hills, Nov 9, 2017



## Liara A. Silva

Associate | Los Angeles

[lsilva@lcwlegal.com](mailto:lsilva@lcwlegal.com)

Tel: 310.981.2062

### EXPERIENCE

Liara represents and advises clients in all matters pertaining to employment law and business and facilities issues. She represents clients in litigation, including all aspects of discovery, witness preparation, motion practice, and trial preparation. In addition, Liara assists clients with business and facilities matters, including reviewing vendor agreements, establishing document retention practices, and analyzing construction contracts and related documents in construction litigation matters.

A native Spanish speaker, Liara has conducted bilingual trainings on topics such as open meeting laws, harassment, and discrimination. Liara received her JD from Boston College Law School, where she won the school's Pro Bono Excellence award. Prior to law school, Liara received her BA in Cognitive Science from Yale University.

**California Bar# 287393**

**Date Admitted: December 2012**

**Years of Practice: 6**

### EDUCATION

JD, Boston College Law School

BA, Yale University

### LEGAL EXPERTISE

Business, Construction, and Facilities

Investigations

Retirement, Health & Disability

Public Education



## REPRESENTATIVE MATTERS

### ADMINISTRATIVE HEARINGS

***Classified Employee v. School District*** - School District suspended and demoted a warehouse worker for multiple violations of safety protocol. This included failing to safely operate warehouse equipment and for continually neglecting daily tasks. He also exhibited a pattern of dishonesty regarding his safety practices. Following his demotion to a different position, he again violated safety standards and the School District terminated him. The employee appealed. Following a three-day hearing, a hearing officer upheld the termination. The hearing officer found that although the employee served for many years without discipline, termination was appropriate because his conduct following administration of proper progressive discipline did not result in correction of the misconduct.

### LITIGATION

***Juan Guillen v. City of Gardena, et al*** - Summary judgment obtained in this case filed by a bus driver who alleged 6 causes of action, including harassment and failure to accommodate, against the City and two managers.

## PUBLICATIONS

**Appellate Court Holds that Town Violated Brown Act by Excluding Items of Business from its Agenda Where Members of the Public Did Not Comment on the Items**, Business & Facilities, Mar 23, 2017

**President Trump Issues Executive Order Entitled: “Enhancing Public Safety in the Interior of the United States”**, Jan 26, 2017

**Charter School Resource Centers Authorized by a School District Must be Located Within the District’s Boundaries with Limited Exceptions.**, Business & Facilities, Dec 29, 2016

**City Substantially Complied with Brown Act and Subsidy Reporting Obligations Where Agenda Provided Fair Notice and Subsidy Report Estimates were Reasonable.**, Business & Facilities, Dec 8, 2016

**School Districts May Not Provide Annual Sum to Board Members to Purchase Individual Whole Life Insurance Regardless of Superintendent’s Cash Allowance in Lieu of Medical Benefits**, Business & Facilities, Jun 30, 2016

**Reinstated CalPERS School and Local Agency Members May be Able to Recover Service Credit and Compensation Earnable under AB 2028**, Jun 21, 2016

**Inadvertent Release of Attorney-Client or Attorney Work Product Privileged Documents Under the PRA Does Not Constitute Waiver**, Business & Facilities, May 5, 2016

**Documents Related to Hostile Work Environment Claim Were Not Exempt from Disclosure under Public Records Act Where They Also Related to Other Claims Against High-Ranking Public Official**, Business & Facilities, Jan 14, 2016

**The Broad Scope of the California Public Records Act: Caldecott v. Superior Court Affirms that Courts Interpret the Act to Favor Disclosure**, Jan 13, 2016

**Appellate Court Holds that Analyses of Departmental Procedures and Recommendations for Institutional Reform Are not Exempt from the Public Records Act Pursuant to the Pitchess Statutes**, Business & Facilities, Nov 5, 2015



LIEBERT CASSIDY WHITMORE

**APPENDIX 2:**  
**STANDARD PROFESSIONAL SERVICES**  
**AGREEMENT**

## **AGREEMENT FOR SPECIAL SERVICES**

This Agreement is entered into between the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation (“Attorney”), and the ALTADENA LIBRARY DISTRICT (“District”).

### **1. Conditions**

This Agreement will not take effect, and Attorney will have no obligation to provide services, until District returns a properly signed and executed copy of this Agreement.

### **2. Attorney’s Services**

Attorney agrees to provide District with consulting, representational and legal services pertaining to employment relations matters, including representation in negotiations and in administrative and court proceedings, as requested by District or otherwise required by law.

### **3. Fees, Costs, Expenses**

District agrees to pay Attorney the sums billed monthly for time spent by Attorney in providing the services, including reasonable travel time.

The current range of hourly rates for Attorney time is from Two Hundred Ten to Three Hundred Seventy Dollars (\$210.00 - \$370.00), One Hundred Ninety-Five Dollars to Two Hundred Thirty Dollars (\$195.00 - \$230.00) for time of Labor Relations/HR Consultant, and from Eighty to One Hundred Seventy Dollars (\$80.00 - \$170.00) for time of paraprofessional and litigation support staff. Attorney reviews its hourly rates on an annual basis and, if appropriate, adjusts them effective July 1. Attorney will provide the District with written notification of any adjustment in the range of rates. Attorneys,

paraprofessional and litigation support staff bill their time in minimum units of one-tenth of an hour.

District agrees to reimburse Attorney for necessary costs and expenses incurred by Attorney on behalf of District. Attorney bills photocopying charges at Fifteen Cents (\$0.15) per page and facsimile charges at Twenty-Five Cents (\$0.25) per page. A Public Agency Fee Schedule is attached to this Agreement.

Payment by District against monthly billings is due upon receipt of statements, and is considered delinquent if payment is not received within thirty (30) days of the date of the invoice.

The California Business & Professions Code requires us to inform you whether we maintain errors and omissions insurance coverage applicable to the services to be rendered to you. We hereby confirm that the firm does maintain such insurance coverage.

**4. Arbitration of Professional Liability or Other Claims**

Disputes. If a dispute between District and Attorney arises over fees charged for services, the controversy will be submitted to binding arbitration in accordance with the rules of the California State Bar Fee Arbitration Program, set forth in California Business and Professions Code, sections 6200 through 6206. The arbitrator or arbitration panel shall have the authority to award to the prevailing party attorneys' fees, costs and interest incurred. Any arbitration award may be served by mail upon either side and personal service shall not be required.

If a dispute arises between District and Attorney over any other aspect of the attorney-client relationship, including, without limitation, a claim for breach of

professional duty, that dispute will also be resolved by arbitration. It is understood that any dispute as to any alleged breach of professional duty (that is, as to whether any legal services rendered under this agreement were allegedly unnecessary, unauthorized, omitted entirely, or were improperly, negligently or incompetently rendered) will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. **Both parties to this agreement, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.** Each party is to bear its own attorney's fees and costs.

**5. File Retention**

After our services conclude, Attorney will, upon District's request, deliver the file for the matter to District, along with any funds or property of District's in our possession. If District requests the file for the matter, Attorney will retain a copy of the file at the District's expense. If District does not request the file for this matter, we will retain it for a period of seven (7) years after this matter is closed. If District does not request delivery of the file for this matter before the end of the seven (7) year period, we will have no further obligation to retain the file and may, at our discretion, destroy it without further notice to District. At any point during the seven (7) year period, District may request delivery of the file.

**6. Assignment**

This Agreement is not assignable without the written consent of District.

**7. Independent Contractor**

It is understood and agreed that Attorney, while engaged in performing the terms of this Agreement, is an independent contractor and not an employee of District.

**8. Authority**

The signators to this Agreement represent that they hold the positions set forth below their signatures, and that they are authorized to execute this Agreement on behalf of their respective parties and to bind their respective parties hereto.

**9. Term**

This Agreement is effective April 26, 2018, ongoing and may be modified by mutual agreement of the parties. This agreement shall be terminable by either party upon thirty (30) days written notice.

LIEBERT CASSIDY WHITMORE,  
A Professional Corporation

ALTADENA LIBRARY DISTRICT

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

I. PUBLIC AGENCY FEE SCHEDULE

Hourly Rates (As of Agreement Effective Date)

Partners	\$370.00
Senior Counsel	\$320.00
Associates	\$210.00 - \$300.00
Labor Relations/HR Consultant	\$195.00 - \$230.00
Paraprofessionals & Litigation Support	\$80.00 - \$170.00

II. COST SCHEDULE

1. Photocopies	\$0.15 per copy
2. Facsimile Transmittal	\$0.25 per page





Andy Garcia  
Executive Director

E-mail: [agarcia@lozanosmith.com](mailto:agarcia@lozanosmith.com)

April 25, 2018

Ryan Roy  
Acting District Director  
600 E. Mariposa St.  
Altadena, CA 91001

Re: Request for Proposals/Qualifications for Legal Services

Dear Mr. Roy:

Lozano Smith, LLP is pleased to respond to the Altadena Library District's Request for Proposals/Qualifications for Legal Services. Since 1988, Lozano Smith has partnered with public agencies in their missions to serve and enhance their communities by providing high quality, timely and cost-effective legal services. Our firm's collective expertise in municipal law and the experienced legal staff in our Los Angeles office are well qualified and positioned to exceed the District's expectations in the delivery of legal services as outlined in the Scope of Services of the Request for Proposals/Qualifications.

We are committed to working with the District to control and reduce legal expenses through preventive legal services and other measures. We look forward to the opportunity to further discuss how we can meet the District's needs. If you have any questions, please feel free to contact William P. Curley III, who can be reached by email ([wcurley@lozanosmith.com](mailto:wcurley@lozanosmith.com)) or by phone at 949.636.9495.

Respectfully submitted,

LOZANO SMITH, LLP



Andy Garcia  
Executive Director

AG/ljem  
Enclosure

*Limited Liability Partnership*

4900 California Avenue, Tower B, Suite 210 Bakersfield, CA 93309 Tel 661.271.1012 Fax 661.271.1013  
7404 North Spalding Fresno, CA 93720 Tel 559.431.5600 Fax 559.261.9366  
515 S. Figueroa St., Suite 750 Los Angeles, CA 90071 Tel 213.929.1066 Fax 213.929.1077  
200 Civic Center, Mission Viejo, CA 92691 Tel 949.636.9495 Fax 213.929.1077  
4 Lower Ragsdale Dr., Suite 200 Monterey, CA 93940 Tel 831.646.1501 Fax 831.646.1801  
One Capitol Mall, Suite 640 Sacramento, CA 95814 Tel 916.329.7433 Fax 916.329.9050  
9444 Waples St., Suite 285 San Diego, CA 92121 Tel 858.909.9002 Fax 858.909.9022  
2001 North Main St., Suite 500 Walnut Creek, CA 94596 Tel 925.953.1620 Fax 925.953.1625

Proposal Prepared For  
Altadena Library District

Respectfully Presented By

Lozano Smith, LLP  
William P. Curley III, Partner  
wcurley@lozanosmith.com  
515 S. Figueroa St., Suite 750  
Los Angeles, CA 90071  
T 213.929.1066 | F 213.929.1077  
April 27, 2018



Bakersfield  
Fresno  
Los Angeles  
Mission Viejo  
Monterey  
Sacramento  
San Diego  
Walnut Creek

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# SUMMARY

## INTRODUCTION

**The mission behind Altadena Library District matters.** You face new trends, new technology, new service needs and dramatically different demographics. You manage resources for the benefit of people in a way that no one else can. Your focus on stewardship and fiscal management has a wide-ranging impact. Just like you, we're passionate about what we do, and the people for whom we do it. We appreciate the opportunity to be considered as your counsel and partner, and if selected, will deliver the premier counsel that your district deserves.

## EXPERIENCE

Lozano Smith has focused exclusively on representing public agencies and special districts for more than 30 years, and currently serves over **550 public agencies** (including school districts, cities, counties and more), and **over 30 special districts** and JPAs. These all rely on current and timely legal advice.

## EXPERIENCE THAT TRANSLATES

Your proposed lead attorney, Mr. Curley, has had long tenure representing public agencies and library systems, including Rancho Cucamonga, Upland, Pomona, Mission Viejo, and Brea. He knows the general unique needs of libraries, which allows for efficient counsel. We understand your operations. Issues from technology licenses, filtering computers, dealing with the homeless, senior cooling needs, "baby-sitting," community center activities, as well as traditional library functions are all familiar to us.

And, we have the structure that makes it most cost-effective for you. For example, research time is minimized with our ability to strategize with about 30 attorneys in our comprehensive Local Government Practice Group. Our significant resources and vast expertise provides an efficient approach to providing attorney services for your district. Lozano Smith is well qualified and understands the District's needs and goals for legal counsel. Lozano Smith's expertise includes all the areas necessary to effectively represent the District. The proposed fee schedule is included in the appendix of this proposal.

## COVERING THE STATE – HOW THAT IMPACTS YOU

**Your time is valuable and streamlined use of counsel is critical.** You also deserve accessibility and expertise. To accomplish this, you should expect local, yet statewide experience in every area of law. We certainly do. That's just one reason we have almost 100 attorneys and 159 employees across offices in 8 regions, organized around the following cities: Los Angeles, Mission Viejo, San Diego, Sacramento, Bakersfield, Fresno, Monterey, and Walnut Creek. Collectively, it's a network of leading attorneys, paralegals and support personnel sharing best practices and experiences throughout the state. Our built-in collaboration continually provides huge benefits, efficiencies and cost-savings for our clients.

# PROPOSED ATTORNEYS

## ALTADENA LIBRARY DISTRICT LEGAL TEAM

The Altadena Library District would be served by a team of attorneys, with William P. Curley III designated as lead attorney. Iain J. MacMillan would serve as the primary colleague for Mr. Curley. We work in subject matter teams in order to swiftly bring all the firm’s resources to benefit our clients and provide cost effective services. Lozano Smith is proud to augment its municipal law practitioners with the following:



William P.  
Curley III

**William P. Curley III** is a Partner in Lozano Smith's Los Angeles and Mission Viejo offices. He is the Southern California co-chair of the Local Government practice group and Water Rights and Regulation specialty practice group. With over 30 years representing public agencies with a focus on cities, city entities (municipal libraries/library districts, redevelopment agencies, housing authorities, finance authorities, etc.), new technology and water agencies/special districts, he has built a body of experience that greatly benefits his clients. His experience allows for prompt, efficient and cost sensitive service to the Firm's clients. Mr. Curley’s long experience in your geographic area will serve your needs in an efficient manner.



Iain J.  
MacMillan

**Iain J. MacMillan** is Senior Counsel in Lozano Smith’s Los Angeles Office. He assists the firm’s public agency clients, focusing on a wide-variety of local government issues, and his practice is concentrated on public interaction, contracting, facilities use, medical marijuana, Brown Act and Public Records Act compliance, conflicts of interest, risk management, procurement, labor and employment, utilities, transportation, and technology.



Dale E.  
Bacigalupi

**Dale E. Bacigalupi** is Of Counsel to the law firm and advises Lozano Smith's public agency clients. Mr. Bacigalupi has represented special districts, including mosquito abatement districts, fire protection districts, community service districts, water districts and hospital districts for more than thirty years. He regularly advises clients on real estate, environmental, finance and government regulatory matters.



Mark K.  
Kitabayashi

**Mark K. Kitabayashi** is the Managing Partner of Lozano Smith's Los Angeles office. He is a trial attorney with more than 30 years of litigation experience representing state and local agencies, predominantly in the areas of employment discrimination law, Constitutional disputes, local government issues, labor and employment, contract disputes, business, and construction issues. Mr. Kitabayashi also handles employment/personnel matters, including employee disciplinary hearings, grievances, EEOC/DFEH Complaints, and appeals. He has also engaged in hundreds of mediations and arbitrations, successfully resolving matters before the expense of litigation.

<b>William P. Curley III</b>		<b>Iain J. MacMillan</b>
Employment at Lozano Smith	4 years at Lozano Smith, and 32 years of public law service	2 years
Specialization / Practice Areas	Local Government Facilities & Business	Local Government
Legal Training	J.D., (cum laude) Western State University, Fullerton	J.D., Emory University School of Law
Honors & Affiliations	Member of League of California Cities (LOCC); Chairperson of the LOCC Municipal Law Institute Symposium Committee; Past President and Current Vice President of the Orange County City Attorneys Association; Multiple Amjur Award winner; California State Bar Land Use and Zoning Chair; Admitted to Federal Court.	Member of the State Bar of California
California Bar	12/11/1986	6/4/2014
Years of Practice	1986-Present	2014-Present

<b>Dale E. Bacigalupi</b>		<b>Mark K. Kitabayashi</b>
Employment at Lozano Smith	10 years	12 years
Specialization / Practice Areas	Local Government Litigation Public Finance	Local Government Labor & Employment Litigation
Legal Training	J.D., Brigham Young University School of Law	J.D., University of Southern California
Honors & Affiliations	Nationally recognized as municipal bond counsel in the Bond Buyer's Municipal Marketplace guide	Named Southern California Super Lawyer by Super Lawyers Magazine in 2011
California Bar	4/30/1981	12/11/1986
Years of Practice	1981-Present	1986-Present

## FIRM EXPERIENCE

### GENERAL LIBRARY SCIENCE SERVICES

From currently serving as General Counsel to the Mission Viejo Library Board of Trustees, to separating the City of Rancho Cucamonga from the San Bernardino County Free Library System and establishing a City Library, to advising libraries such as those in the City of Pomona, City of Upland and advising the City of Brea on its relations with the Orange County Library system, we have confronted all issues libraries face. We also represent the County of Madera, including its library services. Technology contracts for hardware and software, cyber-security, allowable “internet sites” access, homeless squatting and “child care” services are also regular issues confronting today’s libraries. These touch on labor issues, tort issues, safety/security issues and community interaction issues. Lozano Smith is immediately prepared to assist you in all these matters.

### GENERAL MUNICIPAL LAW ADVISORY

Lozano Smith is a full-service municipal law firm. We advise cities, including Trustees, executives, general staff and, as needed, interface with third parties and the public on a daily basis. Further, Lozano Smith regularly provides counsel and training on a host of government relations issues, including all administrative and regulatory policies, the Brown Act, ethics and conflicts of interest, and the Public Records Act. To best meet the needs and ensure the ongoing success of its clients, Lozano Smith's Local Government Practice Group provides advice in all areas of law affecting special districts.

### PUBLIC RECORDS ACT

We routinely handle Public Records Act requests. Our attorneys and paralegals routinely deal with complex issues such as requests for salary or personnel information, electronic documents, and documents related to closed-session meetings or pending litigation. All Lozano Smith attorneys are well versed in the Public Records Act, and they remain abreast of recent legislation and case law.

### BROWN ACT

We routinely provide advice regarding the open meeting requirements of the Ralph M. Brown Act. We also have successfully defended Brown Act suits at the trial and appellate levels. For example, *Duval v. Board of Trustees* (2001) 93 Cal.App.4th 902 established the principle that a legislative body may conduct comprehensive personnel evaluations in closed session, including a discussion of evaluation criteria and setting goals for future performance. The firm also publishes annual handbooks and materials available at no cost for clients to use in understanding and complying with the Brown Act.

### ATTENDANCE AT BOARD MEETINGS

This is a critical element of our comprehensive representation of your district. Our attorneys attend public agency meetings on a daily basis, both to participate and to ensure compliance with open meetings laws. The firm frequently conducts training sessions for elected officials and staff on open meetings laws and tips for effective meetings. In addition, we routinely attend a wide range of committee meetings, including ad hoc committees, citizen oversight committees, budget committees, community advisory committees, and joint committees with other public agencies. We are geographically close to your offices and will be on-site as and when you desire.

## LEGAL OPINIONS AND DOCUMENTS

Lozano Smith attorneys regularly provide clients with legal opinions on various topics and subjects, including Brown Act, Conflicts of Interest, Public Records Act, Proposition 218 and evolving laws governing municipal services and rate-setting requirements, and municipal contracts. The firm's opinion and document database is well developed and linked across our eight offices, helping to minimize time spent handling routine legal matters. We also distinguish ourselves by striving to always deliver the work product the client has requested in a timely manner.

## CONFLICTS OF INTEREST/ETHICS ISSUES & ELECTIONS

We regularly train and advise public agencies, including the board members, regarding a wide range of conflicts of interest and ethics issues. Our attorneys are well versed in:

- > The Political Reform Act;
- > Government Code section 1090; and
- > The common law doctrine of conflicts of interest.

We frequently advise public agencies on public officials' obligations to disclose their economic interests, to abstain from participating in governmental decisions that can have a material effect on their economic interests, and to properly disclose potential conflicts at public meetings.

## ELECTIONS

When it comes to elections and political issues, we offer in-depth experience. The firm's attorneys advise on the proper conduct of both candidate elections and ballot measure elections, and conduct training for public agencies on many election-related topics. A frequent topic is the proper use of governmental resources and facilities during elections. We provide practical guidance on issues such as:

- > Assisting the District officials and board members with all election factors;
- > Defending the District against California Voters Rights Actions, including "cutting edge" defenses and alternate solutions;
- > Timing and conduct of elections, including special elections;
- > Manage conversion to district elections;
- > Election contests and voter registration issues;
- > Public agency involvement in ballot measure elections;
- > Restrictions on the use of agency computers, telephones, and media for political purposes;
- > Political activity by staff and third parties;
- > Proper use of facilities for political activity;
- > Guidelines for mass mailings sent at public expense;
- > Lobbying and campaign finance regulations; and
- > Recall actions, including defense and oversight of the dual election process.

## PUBLIC CONTRACTING/PUBLIC WORKS

Since the firm's inception, our attorneys have advised public agencies on the myriad of legal issues presented by the procurement of services, equipment and materials. Our attorneys are experienced in prevailing wage and public bidding requirements as they relate to municipalities. The firm's statewide presence and internal sharing of information serves our clients and results in cost savings to them.



More than half of the attorneys on our staff manage business transactions each day, giving us the depth of experience to successfully review and advise our clients on these types of transactions. Specific areas in which we regularly provide advice and counsel include:

- > Legislative and judicial actions/decisions;
- > Capital Improvement Projects Bid challenges;
- > Deeds of trust and Leases;
- > Notices and Dispositions;
- > Contracts (general);
- > Easements;
- > Ordinances and Resolutions; and
- > Property acquisitions.

Lozano Smith has extensive experience with public bidding, from creation of bid documents, to advising through the bid process, to representing public agencies in the event of bid protests, to litigation. In addition to a strong understanding of existing statutory and case law requirements for public works projects and purchases by public agencies, the firm has represented public agencies with a variety of other, often less-settled, issues, such as Project Labor Agreements, preference for local bidders, lease-leaseback and design-build arrangements, piggybacking and alternative bidding scenarios.

#### NOTABLE PROJECTS AND CASES HANDLED BY ATTORNEYS CURRENTLY WITH LOZANO SMITH

- > City of San Leandro – \$15 million library expansion and retrofit;
- > City of Dublin – \$13 million new library construction.
- > City of Clovis – \$28 million new surface water treatment plant construction;
- > City of Reedley – \$15 million new bridge over the Kings River; and
- > City of Milpitas – \$40 million new City Hall construction;

#### REAL ESTATE, ECONOMIC DEVELOPMENT & HOUSING

Lozano Smith attorneys have drafted numerous Development Agreements, Real Estate transactions without regulatory elements, Owner Participation Agreements, Disposition and Development Agreements, Affordable Housing Agreements, and special district/civic center transactions. In addition, our attorneys are experienced with matters involving urban renewal, economic development, and Community Development Block Grant Programs. Prior to ABx1 26 and the demise of redevelopment agencies, Lozano Smith advised multiple redevelopment agencies and now is rendering legal advice to several oversight boards and successor agencies.

Lozano Smith has extensive experience in all aspects of property acquisition, including reviewing, drafting and negotiating sophisticated real property transactions. These transactions have included negotiated purchases, real property exchanges with both private and public entities, acquisition through developer agreements, and eminent domain. We also have represented numerous public agencies in public property sale and leases, as well as joint use agreements. Our attorneys are very familiar with issues concerning entitlements, easements, dedications, title and survey matters and real property due diligence.

#### LABOR & EMPLOYMENT LAW

We work with all clients as to the broad spectrum of Human Resource issues: policies, training, AB 1234 and 1661 training, labor negotiations and adversarial actions. We have broad experience assisting clients in preventing, investigating, and litigating claims of sexual harassment and all forms of employment discrimination, and our advocacy has been sought in a number of sensitive, high profile cases. Our attorneys have argued appellate court personnel cases, including arguments before the California Supreme

Court. We have also represented public agencies in proceedings before a variety of administrative agencies, including the Equal Employment Opportunity Commission (EEOC), the Department of Fair Employment and Housing (DFEH), and the California Public Employment Relations Board (PERB).

We have devised and implemented a process to assist staff in reviewing requests for accommodation from employees and returning injured employees to work. We are familiar with the workers' compensation law process and have specific expertise in the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, and related state law.

We have advised, represented and defended public sector employers in matters involving all of the following state and federal labor laws and the derivative laws arising thereunder:

- > Title VII of the Civil Rights Act of 1964
- > The Equal Pay Act of 1963 (EPA)
- > The Age Discrimination in Employment Act of 1967 (ADEA)
- > Title I and Title V of the Americans with Disabilities Act of 1990 (ADA)
- > The Civil Rights Act of 1991
- > Unruh Civil Rights Act
- > The California Fair Employment and Housing Act

Other areas in which we have expertise and training include:

- > Drafting of Disciplinary Charges
- > Employee Discipline and Termination
- > Family and Medical Leave Laws
- > Investigations
- > Management and Employee Contracts
- > Personnel Policies
- > Recruitment and Hiring
- > Whistle Blower Statutes
- > Due Process Hearings
- > Employee Evaluation
- > Grievances
- > Labor Negotiations
- > Military Leave
- > Pre-Employment Screening
- > Sexual Harassment/Retaliation

## LITIGATION COUNSEL

The Litigation Practice Group works in partnership with clients to defend the client and achieve the desired results, as allowed under the circumstances presented. Our attorneys regularly communicate the status of their case, with an eye towards cost containment and ensuring they're timely informed about the progress of their case. As part of their overall case management, we investigate insurance coverage and the viability of indemnity claims to help pay for litigation costs and defray client expenses. Lozano Smith's Litigation attorneys also support and proactively encourage clients to consider alternative dispute resolution (ADR) procedures in appropriate cases. The firm is experienced and well versed in various forms of ADR, including arbitration, mediation and both informal and formal settlement conferences. We also counsel clients on the best practices to avoid or minimize legal exposures.

Our attorneys are disciplined in compliance with client case-management requirements, including:

- > Preparation of Administrative Records;
- > Preparation of Written Briefs and Motions;

- > Specialized Public Agency Litigation, including Administrative Hearings, Writs of Mandate, Validation Actions;
- > Successful Advocacy Before all California Courts, Including the California Supreme Court and Ninth Circuit Court of Appeals;
- > Preparation of Initial Case Evaluations and Budgets;
- > Preparation of Discovery Plans;
- > Preparation of Case Updates;
- > Monitoring of Case Budgets;
- > Oral and Written Presentations to Client Senior Administration and Elected Officials; and
- > Electronic Discovery.

## REPRESENTATIVE CASES

Lozano Smith's Litigation Practice Group offers its clients a long history of dedicated and successful representation. Sample cases, including those handled by current Lozano Smith attorneys prior to their employment at Lozano Smith, are included throughout the proposal. For example:

- > World Logistics Center, Lozano Smith assisted the City of Moreno Valley with negotiation and adopting of a development agreement, and related initiative and CEQA challenges for a 2700 acre business project.
- > *Leonard Avila v. City of Los Angeles, et al.* 9th Circuit Court of Appeal, Case No. 12-55931 where Lozano Smith successfully defended the City of Los Angeles and Los Angeles Police Department in an employment case. Following testimony, Lozano Smith asked the judge to dismiss certain claims because the officer had not introduced sufficient evidence. The judge agreed in part, and the jury was only asked to consider the officer's claims concerning retaliation under the FLSA and due process violations. The jury's verdict was a good one for the City and the LAPD, because they prevailed on the due process claim.
- > *Chisom et al. v. Bd. of Retirement et al.* Court of Appeal, Fifth District. Case No. F064259 A recent published decision upholding a decade-old settlement agreement and rejecting a group of retired Fresno County employees' attempt to use parole evidence to advance an interpretation of the settlement agreement that would have allowed the former employees to pursue their claims for an "enhanced" non-service-connected disability retirement benefit.
- > *Shiell, et al. v. County of Los Angeles, et al.*, Los Angeles County Superior Court Case No. BC208582, Equal protection action claiming staff members of a non-profit, public benefit corporation were entitled to the same rights, salaries and benefits of County employees because they performed the same work. A dispositive motion was decided in the County's favor.
- > *Hall, et al. v. County of Los Angeles*, Los Angeles County Superior Court Case No. BC208583, Approximately 200 female attorneys of a non-profit, public benefit corporation brought a sex discrimination suit claiming they were not receiving the same salaries and benefits as male employees of the County, despite doing the same work. The County's dispositive motion was ultimately granted on the grounds that plaintiffs were using improper male comparators and had not shown any indicia of discrimination.

- > In *Govan v. City of Clovis*, Lozano Smith successfully obtained dismissal of several constitutional and other statutory claims asserted by a Plaintiff business operator against the City of Clovis and individual City police officers, where the Plaintiff challenged the City of Clovis’ sign ordinance and its enforcement. The District Court, entered judgment in the City’s favor following dismissal of all of the Plaintiff’s claims, which included several theories on the alleged violation of his First Amendment free speech rights, violation of his constitutional due process rights violation of his equal protection rights, and other state law claims.
- > *Save Our Crossroads Center v. City of Clovis, et al.* Fresno County Superior Court Case #03CECG01576 Fifth District Court of Appeals Case #F059907 Supreme Court Case #S194664: Lozano Smith defended the City of Clovis in a case filed against the City of Clovis by opponents of a Wal-Mart Supercenter regarding air quality analysis, energy impacts analysis, biological impacts analysis, water supply assessment, range of Project alternatives and General Plan consistency.

## GENERAL TORT DEFENSE

### PUBLIC FACILITY USE AND PATRON CONDUCT

Our attorneys have in-depth knowledge of the California Tort Claims Act (Act) and have navigated the intricate and complex requirements and time lines that can afford or deprive public entities of important legal defenses. They are well versed in the contours of public entity and public employee liability under both common law tort principles and statute, and the various immunities that protect government agencies and employees. In addition to liability for employees’ acts, we aggressively defend the interests of public agencies in the following, most common forms of statutory liability:

- > An independent contractor’s tortious act or omission “to the same extent that the public entity would be subject to such liability if it were a private person.” (Gov. Code, § 815.4.)
- > A public entity’s breach of a “mandatory duty imposed by an enactment that is designed to protect against the risk of a particular kind of injury . . . unless the public entity establishes that it exercised reasonable diligence to discharge the duty.” (Gov. Code, § 815.6.)
- > Injury caused by a dangerous condition on the public entity’s property. (Gov. Code, § 835.)

Lozano Smith attorneys diligently use the Act and procedural opportunities to prevent a plaintiff who does not comply with the Act’s requirements from successfully bringing a legal action. We also adeptly deal with patrons with mental health and homeless issues who may impact routine patron and staff functions.

## CLIENT TRAINING

Lozano Smith is a recognized leader statewide for its successful development and implementation of topical seminars designed to provide up-to-date, practical advice and training. The firm provides workshops on topics selected by the participants, which it conducts for individuals as well as groups of clients upon request. Lozano Smith works with each individual client to determine any associated costs. In addition to trainings listed throughout the proposal, Lozano Smith regularly conducts the following trainings:

- |                                      |                                   |
|--------------------------------------|-----------------------------------|
| > New technology and legal issues    | > Facilities use and management   |
| > Employee Evaluation and Discipline | > Sexual Harassment Prevention    |
| > Layoffs                            | > Bidding and Construction Issues |
| > The Brown Act                      | > The Public Records Act          |

- > Collective Bargaining Issues
- > Effective Governance
- > E-Mail Retention and Obligations
- > AB 1234 Biannual Ethics Training

## PREPARATION AND REVIEW OF LOCAL LEGISLATION

### ORDINANCES, RESOLUTIONS AND OTHER DOCUMENTS

Lozano Smith attorneys have extensive experience drafting all policy, management and legislative ordinances and resolutions. Examples of the firm’s experience with these matters include:

- > Regional cooperative library patron use in Orange County
- > Separation from County Free Library System and creation of local library (San Bernardino County – City of Rancho Cucamonga)
- > **Medical marijuana ordinance.** Lozano Smith attorneys successfully navigated the conflicting federal and state laws governing medical marijuana by preparing ordinances adopted in local cities such as Clovis, Reedley, Parlier, Lemoore and Fowler that have addressed City concerns with public safety and provided authorized medical marijuana users the ability to obtain their medical marijuana in a safe and legal manner.
- > **Utility user’s tax ordinance.** Lozano Smith attorneys drafted the City of Fowler’s and the City of Firebaugh’s utility user’s tax ordinance and related ballot measures.
- > **Adult business/child protection ordinance.** Lozano Smith attorneys drafted defensible adult business ordinances for the Cities of Clovis, Parlier, Reedley, and Firebaugh. To date, the Cities have had no challenges and currently have no adult businesses operating within their limits.
- > **Rent control ordinance and neighborhood operation.** Working with property owners and mobile home park residents, Lozano Smith attorneys rewrote the City of Clovis Mobile Home Park Rent Control Ordinance. Prior to the rewriting of the ordinance, the City was constantly involved in litigation over its existing ordinance. In addition, attorneys for the firm won a constitutional due process law case before the California Supreme Court arising out of the City’s previous rent control ordinance.

In addition, the firm’s attorneys have provided advice and assisted with implementation of cost recovery programs, programs for neighborhood preservation, abatement of nuisances, and removal of abandoned motor vehicles. Our attorneys are experienced with administrative inspection and abatement warrants; parking, traffic, and speed laws; and impounding of vehicles. We also review and provide advice regarding Memoranda of Understanding (MOUs) with other agencies, such as tax sharing MOUs with the County.

## APPROACH TO LEGAL SERVICES

### LEGAL COUNSEL ROLE, WORKING RELATIONSHIP & LEGAL APPROACH

Legal counsel works to be collaborative and efficient in representing the client and its departments on a daily 24/7 basis. Your needs don’t stop at 5:00pm or start at 7:00am; so neither do we. At Lozano Smith, we understand the need and benefit to establish a true working relationship with the District director, the Board of Trustees, department heads, and staff to best serve the district. We are available day and night to the members of the Board of Trustees to assist you in advancing the District’s vision for the community. Essentially, the firm operates as your in-house counsel. We are here to serve the Board of Trustees and staff and advise as to how to lawfully, and economically satisfy the Board’s and community’s goals.

As legal counsel, our staff role is to be fully interactive, meaning not only analyze the statutes, cases and administrative regulations, but also act as chief counsel to provide opinions and feasible alternative recommendations that are in the best interests of the District. We participate as legal counsel, and as a member of the client's executive management team, expected to attend and participate in management functions as needed or requested.

#### **ADMINISTRATIVE CONTACT AND RESPONSE TIME**

We work directly with the District Director/Manager in day-to-day contact unless otherwise directed. Coordinating daily work will be a consistent and constant flow of communication with the process for transmittal of requests or other materials done through emails and phone calls. We are available to communicate in any capacity and form regarding the status of legal matters. We will adapt to the District and the administration's preferred use and coordination of legal services. Our expectation is to return all phone calls and emails within a 24 hour period, and often sooner.

Our firm has established high standards of practice that all personnel are expected to meet. Our attorneys adhere to firm standards to assure the highest quality of service to our clients. The firm's standards of practice require that all telephone calls or electronic communication be acknowledged promptly, and a response given in a timely manner, including after hours and weekends. Senior attorneys review all work to ensure that only an outstanding work product is produced and provided to clients within the time period set by the client.

#### **TRAINING & APPROACH**

With almost 100 attorneys in the firm, our breadth and depth of legal experience enables our attorneys to save costs for clients in all legal needs and services. This is accomplished by reducing research time as a result of conferring with other attorneys internally, and accessing the wealth of information, forms and opinions that we have developed in all our practice areas.

Our practice groups provide the training, support and collaboration for our attorneys to deliver the highest quality legal services to our clients. They meet regularly to share expertise, develop strategies for solving complex legal problems, keep abreast of new developments in the law and ensure that the highest quality of service is provided to clients. They also develop training programs for our clients to help avoid costly legal problems through preventive advice.

Lozano Smith's business practices adhere and focus on the highest ethical standards within our profession, and it starts with our ethical management program. Not only do all Lozano Smith attorneys comply with the Minimum Continuing Legal Education (MCLE) requirements of the State Bar of California, Lozano Smith is approved by the State Bar as an MCLE provider. We also provide extensive in-service workshops and training for our attorneys in all areas of public agency law.

#### **TIMELY NOTIFICATION OF CHANGES IN LAW OR STATE REGULATIONS**

We also understand that our clients receive maximum value when we team together to anticipate and prevent legal problems, rather than simply responding when problems arise. Lozano Smith has become known for its Client News Brief system through which we regularly provide an immediate summary of new

laws, cases or other developments by email to clients. We are also one of the only law firms to operate a smartphone app which allows our clients to keep abreast of emerging legal issues. These services minimize exposure and help avoid litigation well in advance of matters being escalated.

## ADDITIONAL REQUIREMENTS

### REFERENCES

Mission Viejo Library  
Ms. Genesis Hanson, Director of Library & Cultural Services  
949.830.7100  
[ghansen@cityofmissionviejo.org](mailto:ghansen@cityofmissionviejo.org)

Mission Viejo Board of Library Trustees  
Mr. Ed Sachs, President  
949.470.3050  
[esachs@cityofmissionviejo.org](mailto:esachs@cityofmissionviejo.org)

Madera County  
Mr. Eric Fleming, Chief Administrative Officer  
559.675.7703  
[eric.fleming@co.madera.ca.gov](mailto:eric.fleming@co.madera.ca.gov)

City of Greenfield  
Mr. Jaime Fontes, City Manager  
831.674.5591  
[jfontes@ci.greenfield.ca.us](mailto:jfontes@ci.greenfield.ca.us)

### POTENTIAL CONFLICTS OF INTEREST

We know of no conflicts that would prevent our representation of Altadena Library District in all matters. Lozano Smith has implemented a conflicts checking system that will disclose conflicts, if they arise, on matters as they are assigned to us. It is our legal duty to inform you if any conflicts arise and to obtain the consent of both parties prior to continuing to represent either. We do not anticipate that any conflicts will arise.

## WILLIAM P. CURLEY III

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200 Civic Center  
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### EDUCATION

J.D., (*cum laude*) Western State University, Fullerton

B.S., (*cum laude*) California State Polytechnic University, Pomona

### PRACTICE AREAS

Local Government  
Facilities and Business  
Technology & Innovation

### BAR ADMISSION

California, 1986

### OVERVIEW

William P. Curley III is a Partner in Lozano Smith's Los Angeles and Mission Viejo offices. He is the Southern California co-chair of the Local Government practice group and Water Rights and Regulation specialty practice group. With 30 years representing public agencies with a focus on cities, city entities (redevelopment agencies, housing authorities, finance authorities, library districts, etc.) and water agencies/special districts, he has built a body of experience that greatly benefits his clients. His experience allows for prompt, efficient and cost sensitive service to the Firm's clients. Mr. Curley's expertise is focused in public agency and water law and now, new economic development/Redevelopment 2.0 opportunities.

He serves as city attorney, general counsel and special counsel to dozen entities on a statewide basis. His practice includes general counsel and advisory administrative advice, general municipal representation, land use advice, code enforcement, the negotiation and drafting of City and Redevelopment Agency land development agreements for large scale residential, commercial and industrial developments, the review and/or preparation of all types of California Environmental Quality Act documents, the parallel Federal environmental review processes and involvement in all aspects of economic development activity, water/fee rates and the implementation of the dynamically changing body of water laws.

### EXPERIENCE

Mr. Curley specializes in public agency, water and economic development law, having served as both in-house and private firm municipal legal counsel. Prior to his legal career, Mr. Curley served as a municipal, in-house city planner. His in-house, public agency background allows him to have a comprehensive understanding of the issues confronting public officials and agencies, including a practical understanding of the objectives of elected officials, staff and their communities and the legal issues involved in public agency decision-making.

### EDUCATION

Mr. Curley received a Bachelor of Science (*cum laude*) from California State Polytechnic University, Pomona, where he majored in geography and anthropology. He earned his Juris Doctor (*cum laude*) degree from Western State University, Fullerton, distinguishing himself by winning several awards and honors.



## IAIN J. MACMILLAN

SENIOR COUNSEL

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### EDUCATION

J.D., Emory University School of Law

B.A., University of California, Los Angeles

### PRACTICE AREAS

Local Government

### BAR ADMISSION

California, 2014

### OVERVIEW

Iain J. MacMillan is Senior Counsel in Lozano Smith's Los Angeles Office. He assists the firm's public agency clients, focusing on a wide-variety of local government issues, and his practice is concentrated on land use and zoning, code enforcement, medical marijuana, Brown Act and Public Records Act compliance, conflicts of interest, risk management, procurement, labor and employment, utilities, transportation, and education.

### EXPERIENCE

Mr. MacMillan advises city councils, school boards, commissions, city managers, and departments on a myriad of legal and quasi-legal issues under the applicable municipal code, city policies, board policies, and state and federal laws. He is experienced in drafting and preparing legal documents, including city ordinances/board policies and resolutions, memoranda to city councils/school boards and staff, Public Record Act responses, contracts, and opinion letters.

He regularly serves as advisor to the firm's code enforcement and police departments in investigating municipal code violations and ensuring swift abatement of public nuisances. He has extensive experience working with and educating business owners, property owners, and other community members on code compliance. He often manages and implements all aspects of litigation including client interviews, pleadings, discovery, settlement negotiations, arbitration, mediation, and court appearances.

### EDUCATION

Mr. MacMillan received his Juris Doctor from Emory University School of Law. While in law school he was named to the Dean's List and was awarded the Transactional Laws and Skills Certificate. He earned a Bachelor of Arts from the University of California, Los Angeles, where he also served as the Head Manager for the UCLA Men's Basketball Team from 2004 through 2008.

## DALE E. BACIGALUPI

OF COUNSEL

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### EDUCATION

J.D., Brigham Young University  
School of Law

B.A., Brigham Young  
University

### PRACTICE AREAS

Local Government  
Litigation  
Public Finance

### BAR ADMISSION

California, 1981

### OVERVIEW

Dale E. Bacigalupi is Of Counsel to the law firm and advises Lozano Smith's public agency clients on real estate, environmental, finance and government regulatory matters. His principal clients are government agencies and non-profit corporations

He has served as City Attorney for the Cities of Firebaugh, Parlier, Lemoore, Reedley and Coalinga. Today he provides a full range of legal advice and services to clients in all aspects of municipal, finance and public agency law.

### ADDITIONAL EXPERIENCE

Mr. Bacigalupi has represented counties, municipalities, water districts, community service districts, hospital districts, mosquito abatement districts and fire protection districts for more than thirty years. He also represents the Fire Agencies Insurance Risk Authority (FAIRA).

Mr. Bacigalupi has served as special counsel for the City of Fresno, the County of Madera, Fresno Unified School District and other agencies, for the conduct of eminent domain litigation. He has also served as issuers counsel to a number of California cities and special districts in connection with the issuance of revenue bonds, assessment district bonds, and tax allocation bonds for the construction of public facilities and special projects financed by redevelopment agencies in Fresno, Madera, Merced, Kern, Monterey and other counties. He is nationally recognized as municipal bond counsel in the Bond Buyer's Municipal Marketplace guide, commonly referred to as "The Red Book."

### EDUCATION

Mr. Bacigalupi is a 1980 graduate of the Brigham Young University Law School, and earned his B.A. degree from Brigham Young University in 1977

## MARK K. KITABAYASHI

PARTNER

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### EDUCATION

J.D., University of Southern California

B.A., University of California, Los Angeles

### PRACTICE AREAS

Litigation  
Labor & Employment  
Community Colleges

### BAR ADMISSION

California, 1986

### OVERVIEW

Mark K. Kitabayashi is a Partner in Lozano Smith's Los Angeles office. He has been named as a 2011 Southern California Super Lawyer. Mr. Kitabayashi has more than 30 years of litigation experience, predominantly in the areas of employment law, local government issues, labor and employment, environmental, business, construction issues, and personal injury defense.

Mr. Kitabayashi has first and second chaired numerous jury and bench trials and handled hundreds of arbitrations and mediations. Recently, his practice has focused on employment issues, both litigation and certificated/classified disciplinary hearings, throughout the state.

### SIGNIFICANT CASES:

- > *Avila v. City of Los Angeles*. Plaintiff police officer claimed he was subject to a Board of Rights proceeding and subsequently terminated in retaliation for testifying against the LAPD in a Fair Labor Standards Act wage and hour violations lawsuit filed against the City of Los Angeles. Despite facing counsel who had obtained over \$4.5 million against the City in a very similar companion case tried the year before, the jury returned a verdict in favor of the individual defendant and against the City for only \$50,000, or 1% of the demand.
- > *Sequoia v. County of Fresno*. The County sought to challenge a thirty year old injunction compelling it to expend approximately \$21 million per year to provide health services to a segment of its population. The County's motion to dissolve the injunction was granted and the obligation extinguished.
- > *Newman v. Stringfellow*. At the time, the largest toxic tort personal injury case in U.S. history. Claim of personal injury and property damage by approximately 3000 plaintiffs due to claimed exposure to a "toxic soup" of materials that emanated from the Stringfellow waste facility. Plaintiffs' verdict against the client was less than \$200,000.00.
- > *Shiell v. County of L.A.* Equal protection action claiming staff members of a non-profit, public benefit corporation were entitled to the same rights, salaries and benefits of County employees because they performed the same work. A dispositive motion was brought on 3 issues: 1) statute of limitations; 2) entitlement to civil service; and 3) entitlement to County retirement benefits. The motion was decided in the County's favor.

- > *Hall v. County of L.A.* Approximately 200 female attorneys of a non-profit, public benefit corporation brought a sex discrimination suit claiming they were not receiving the same salaries and benefits as male employees of the County, even though they were doing the same work. The County brought a dispositive motion on the grounds that plaintiffs were using improper male comparators and had not shown any indicia of discrimination. The motion was granted in the County's favor.
- > *Ashford v. Visalia Unified School District.* Plaintiff, on behalf of himself and a class of all similarly situated employees, sued the District and sought the payment of all alleged unpaid vacation benefits covering the entire period of the employees' employment with the District, which dated back years. Following an extensive meet and confer process regarding the merits and viability of such claims, plaintiffs' counsel voluntarily dismissed the lawsuit without receiving any relief, thereby extricating the District from the lawsuit in its early stages and saving the client substantial fees and costs.

## PRESENTER EXPERIENCE

Mr. Kitabayashi has taught several seminars to attorneys and clients on the following topics: How to Take and Defend Depositions; How to Take and Defend Expert Depositions; Overview of Discovery Practices and Strategy in Civil Litigation; Preparing for and Handling Arbitrations; Proper Billing Practices for Attorneys; and Monitoring and Controlling Outside Counsel's Billing Practices.

## EDUCATION

Mr. Kitabayashi received his J.D. from the University of Southern California in 1986. He was admitted to the California State Bar that same year. He earned a B.A. from the University of California, Los Angeles, in 1983.

## ADMISSIONS

He is admitted to practice before the U.S. Court of Appeals and the U.S. District Court, Eastern and Central Districts.

## AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is effective April 24, 2018, between the ALTADENA LIBRARY DISTRICT (“Client”) and the law firm of LOZANO SMITH, LLP (“Attorney”) (each a “Party” and collectively the “Parties”). Attorney shall provide legal services as requested by Client on the following terms and conditions:

I. **ENGAGEMENT.** Client hires Attorney as its legal counsel with respect to matters the Client refers to Attorney. Attorney shall provide legal services to represent Client in such matters, keep Client informed of significant developments and respond to Client’s inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation. Client agrees to be forthcoming with Attorney, to cooperate with Attorney in protecting Client’s interests, to keep Attorney fully informed of developments material to Attorney’s representation of client, and to abide by this Agreement. Client is hereby advised of the right to seek independent legal advice regarding this Agreement.

II. **RATES TO BE CHARGED.** Client agrees to pay Attorney for services rendered based on the attached rate schedule. Agreements for legal fees on other-than-an-hourly basis may be made by mutual agreement for special projects (including as set forth in future addenda to this Agreement).

III. **REIMBURSEMENT.** Client agrees to reimburse Attorney for actual and necessary expenses and costs incurred in the course of providing legal services to Client, including but not limited to expert, consultant, mediation and arbitration fees. Attorney shall not be required to advance costs on behalf of Client over the amount of \$1,000 unless otherwise agreed to in writing by Attorney. Typical expenses advanced for Client, without prior authorization, include messenger fees, witness fees, expedited delivery charges, travel expenses, court reporter fees and transcript fees. Client authorizes Attorney to retain experts or consultants to perform services for Client in relation to litigation or Specialized Services.

IV. **MONTHLY INVOICES.** Attorney shall send Client a statement for fees and costs incurred every calendar month (the “Statement”). Statements shall set forth the amount, rate and description of services provided. Client shall pay Attorney’s Statements within thirty (30) calendar days after receipt. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) calendar days past due, not to exceed 10% per annum.

V. **COMMUNICATIONS BETWEEN ATTORNEY AND CLIENT.** The Parties recognize that all legal advice provided by Attorney is protected by the Attorney-Client and Work Product Privileges. In addition to regular telephone, mail and other common business communication methods, Client hereby authorizes Attorney to use facsimile transmissions, cellular telephone calls and text, unencrypted email, and other electronic transmissions in communicating with

Client. Unless otherwise instructed by Client, any such communications may include confidential information.

VI. **POTENTIAL AND ACTUAL CONFLICTS OF INTEREST.** If Attorney becomes aware of any potential or actual conflict of interest between Client and one or more other clients represented by Attorney, Attorney will comply with applicable laws and rules of professional conduct.

VII. **INDEPENDENT CONTRACTOR.** Attorney is an independent contractor and not an employee of Client.

VIII. **TERMINATION.**

a. **Termination by Client.** Client may discharge Attorney at any time, with or without cause, by written notice to Attorney.

b. **Termination by Mutual Consent or by Attorney.** Attorney may terminate its services at any time with Client's consent or for good cause. Good cause exists if (a) Client fails to pay Attorney's Statement within sixty (60) calendar days of its date, (b) Client fails to comply with other terms of this Agreement, including Client's duty to cooperate with Attorney in protecting Client's interests, (c) Client has failed to disclose material facts to Attorney or (d) any other circumstance exists that requires termination of this engagement under the ethical rules applicable to Attorney. Additionally, to the extent allowed by law, Attorney may decline to provide services on new matters or may terminate the Agreement without cause upon written notice to Client if Attorney is not then providing any legal services to Client.

c. **Following Termination.** Upon termination by either Party: (i) Client shall promptly pay all unpaid fees and costs for services provided or costs incurred pursuant to this Agreement up to the date of termination; (ii) unless otherwise required by law or agreed to by the Parties, Attorney will provide no legal services following notice of termination; (iii) Client will cooperate with Attorney in facilitating the orderly transfer of any outstanding matters to new counsel, including promptly signing a substitution of counsel form at Attorney's request; and (iv) Client shall, upon request, be provided the Client's file maintained for the Client by Attorney and shall sign acknowledgment of receipt upon delivery of that file. For all Statements received by Client from Attorney prior to the date of termination, Client's failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services as shown in the Statement within thirty (30) calendar days of the date of termination shall be deemed Client's acceptance of and agreement with the Statement. For any billing appearing for the first time on a Statement received by Client from Attorney after the date of termination, failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services within thirty (30) calendar days from receipt of the Statement shall be deemed to signify Client's acceptance of and agreement with the Statement.

IX. MAINTENANCE OF INSURANCE. Attorney agrees that, during the term of this Agreement, Attorney shall maintain liability and errors and omissions insurance.

X. CONSULTANT SERVICES. Attorney works with professional consultants that provide services, including but not limited to investigations, public relations, educational consulting, leadership mentoring and development, financial, budgeting, management auditing, board/superintendent relations, administrator evaluation and best practices, and intergovernmental relations. Attorney does not share its legal fees with such consultants. Attorney may offer these services to Client upon request.

XI. DISPUTE RESOLUTION.

a. Mediation. Except as otherwise set forth in this section, Client and Attorney agree to make a good faith effort to settle any dispute or claim that arises under this Agreement through discussions and negotiations and in compliance with applicable law. In the event of a claim or dispute, either Party may request, in writing to the other Party, to refer the dispute to mediation. This request shall be made within thirty (30) calendar days of the action giving rise to the dispute. Upon receipt of a request for mediation, both Parties shall make a good faith effort to select a mediator and complete the mediation process within sixty (60) calendar days. The mediator's fee shall be shared equally between Client and Attorney. Each Party shall bear its own attorney fees and costs. Whenever possible, any mediator selected shall have expertise in the area of the dispute and any selected mediator must be knowledgeable regarding the mediation process. No person shall serve as mediator in any dispute in which that person has any financial or personal interest in the outcome of the mediation. The mediator's recommendation for settlement, if any, is non-binding on the Parties. Mediation pursuant to this provision shall be private and confidential. Only the Parties and their representatives may attend any mediation session. Other persons may attend only with the written permission of both Parties. All persons who attend any mediation session shall be bound by the confidentiality requirements of California Evidence Code section 1115, et seq., and shall sign an agreement to that effect. Completion of mediation shall be a condition precedent to arbitration, unless the other Party refuses to cooperate in the setting of mediation.

b. Dispute Regarding Fees. Any dispute as to attorney fees and/or costs charged under this Agreement shall to the extent required by law be resolved under the California Mandatory Fee Arbitration Act (Bus. & Prof. Code §§ 6200, et seq.).

c. Binding Arbitration. Except as otherwise set forth in section (b) above, Client and Attorney agree to submit all disputes to final and binding arbitration, either following mediation which fails to resolve all disputes or in lieu of mediation as may be agreed by the Parties in writing. Either Party may make a written request to the other for arbitration. If made in lieu of mediation, the request must be made within sixty (60) calendar days of the action giving rise to the dispute. If the request for arbitration is made following an unsuccessful attempt to mediate the Parties' disputes, the request must be made within ten (10) calendar days of termination of the mediation. The Parties shall

make a good faith attempt to select an arbitrator and complete the arbitration within ninety (90) calendar days. If there is no agreement on an arbitrator, the Parties shall use the Judicial Arbitration and Mediation Service (JAMS). The arbitrator's qualifications must meet the criteria set forth above for a mediator, except, in addition, the arbitrator shall be an attorney unless otherwise agreed by the Parties. The arbitrator's fee shall be shared equally by both Parties. Each Party shall bear its own attorney fees and other costs. The arbitrator shall render a written decision and provide it to both Parties. The arbitrator may award any remedy or relief otherwise available in court and the decision shall set forth the reasons for the award. The arbitrator shall not have any authority to amend or modify this agreement. Any arbitration conducted pursuant to this paragraph shall be governed by California Code of Civil Procedure sections 1281, et seq. By signing this Agreement, Client acknowledges that this agreement to arbitrate results in a waiver of Client's right to a court or jury trial for any fee dispute or malpractice claim. This also means that Client is giving up Client's right to discovery and appeal. If Client later refuses to submit to arbitration after agreeing to do so, Client maybe ordered to arbitrate pursuant to the provisions of California law. Client acknowledges that before signing this Agreement and agreeing to binding arbitration, Client is entitled, and has been given a reasonable opportunity, to seek the advice of independent counsel.

d. Effect of Termination. The terms of this section shall survive the termination of the Agreement.

XII. ENTIRE AGREEMENT. This Agreement with its exhibit supersedes any and all other prior or contemporaneous oral or written agreements between the Parties. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all Parties hereto.

XIII. SEVERABILITY. Should any provision of this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties; provided, however, that if the invalidity or unenforceability of any provision of this Agreement results in a material failure of consideration, then, to the extent allowed by law, the Party adversely affected thereby shall have the right in its sole discretion to terminate this Agreement upon providing written notice of such termination to the other Party.

XIV. NON-WAIVER. None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specified in writing.

XV. NO THIRD PARTY RIGHTS. This Agreement shall not create any rights in, or inure to the benefit of, any third party.





PROFESSIONAL RATE SCHEDULE  
FOR ALTADENA LIBRARY DISTRICT  
(Effective April 24, 2018)

1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate\*:

Partner** / Senior Counsel / Of Counsel	\$ 260 - \$ 295 per hour
Associate	\$ 200 - \$ 260 per hour
Paralegal / Law Clerk	\$ 135 - \$ 150 per hour
Consultant	\$ 135 - \$ 195 per hour

\* Rates for individual attorneys within each category above vary based upon years of experience. Specific rates for each attorney are available upon request.

\*\* Rates for work performed by Senior Partners with 20 years of experience or more may range from \$300 - \$350 per hour.

2. BILLING PRACTICE

Lozano Smith will provide a monthly, itemized Statement for services rendered. Time billed is broken into 1/10 (.10) hour increments, allowing for maximum efficiency in the use of attorney time. Invoices will clearly indicate the department or individuals for whom services were rendered.

Written responses to audit letter inquiries will be charged to Client on an hourly basis, with the minimum charge for such responses equaling .5 hours. Travel time shall be prorated if the assigned attorney travels for two or more clients on the same trip.

3. COSTS AND EXPENSES

In-office copying/electronic communication printing	\$ 0.25 per page
Facsimile	\$ 0.25 per page
Postage	Actual Usage
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.