

DATE: January 17, 2019

TO: WCA Governing Board

FROM: Debbie Enos, Deputy Executive Officer

THROUGH: Mark Stanley, Executive Officer

SUBJECT: Item 23: Consideration of resolution to 1) ratify a professional services contract with the law firm Richards, Watson & Gershon (RWG) to provide legal representation; and, 2) award professional services contracts to both Blue Green Consulting and Environmental Science Associates (ESA) for as needed consultation services related to the matter of Save Our Access – San Gabriel Mountains v. WCA, et al., Los Angeles County Superior Court Case No. 18STCP02984.

RECOMMENDATION: That the Watershed Conservation Authority Governing Board (WCA) 1) ratify a professional services contract with the law firm Richards, Watson & Gershon (RWG) to provide legal representation; and, 2) award professional services contracts to both Blue Green Consulting and Environmental Science Associates (ESA) for as needed consultation services related Save Our Access – San Gabriel Mountains v. WCA, et al., Los Angeles County Superior Court Case No. 18STCP02984.

BACKGROUND: The Watershed Conservation Authority utilizes the services of the Deputy Attorney General, David Edsall, as in-kind service from the Rivers and Mountains Conservancy, a JPA partner. However, in matters of litigation, the Authority engages outside counsel. Upon the filing of a lawsuit against WCA on November 28, 2018 in Superior Court of the State of California for the County of Los Angeles, Case No. 18STCP02984, entitled Save Our Access-San Gabriel Mountains v. Watershed Conservation Authority, the WCA staff sought representation from outside counsel to defend it in the matter.

Three law firms, Aleshire & Wynder LLP, Richard, Watson & Gershon and Sohagi Law Group PLC, were contacted to provide quotes and information regarding services, experience and availability of staff. After careful evaluation of staff, experience, availability, and cost, the law firm of Richard, Watson & Gershon (RWG) was selected.

Due to the need to respond to notices and file timely notices, including the scheduling of a mandatory CEQA settlement meeting in January 2019, a contract for legal services was executed with the law firm RWG. Exhibit A – RWG Contract including Fee schedule.

Blue Green Consulting and Environmental Science Associates (ESA), prime and sub-consultants respectively, provided professional services to the WCA in the development, preparation and completion of the San Gabriel River Confluence with Cattle Canyon Improvements project final EIS/EIR document certified by the WCA Governing Board Certified on October 25, 2018. Services of the two consulting firms may be required in this matter. Exhibit B – Blue Green Consulting fee schedule and Exhibit C – ESA fee schedule.

FISCAL INFORMATION: Funding for as needed legal and consulting professional services shall be funded from a San Gabriel River Confluence with Cattle Canyon Improvements project grant from Joint Powers Authority partner RMC.



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December 12, 2018

VIA ELECTRONIC MAIL

Mr. Mark Stanley
Executive Officer
Watershed Conservation Authority
El Encanto
100 N Old San Gabriel Canyon Road
Azusa, CA 91702

Re: **Legal Services Agreement – *Save Our Access-San Gabriel Mountains v. Watershed Conservation Authority***

Dear Mr. Stanley:

Richards, Watson & Gershon (the Firm) is very pleased to have the opportunity to provide legal services to the Watershed Conservation Authority (WCA) in connection with the defense of the lawsuit entitled *Save Our Access-San Gabriel Mountains v. Watershed Conservation Authority*, Los Angeles County Superior Court Case No. 18STCP02984 (the Lawsuit). The lawsuit challenges the WCA's compliance with the California Environmental Quality Act (CEQA) for the Cattle Canyon Improvements project.

This letter sets forth the terms upon which the Firm will provide legal services for this engagement and the basis upon which we will bill for our services and expenses in connection with this matter.

The Firm maintains a conflict of interest database. Based on the information as stated in the Lawsuit, we have examined this database to determine whether we might have a professional conflict of interest with respect to the parties listed below. We find no current relationships that would interfere with our ability to represent WCA in this matter.

The names we have used in determining whether any potential or actual conflicts of interest exist are the following:

Watershed Conservation Authority (client)
San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (JPA member)

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Los Angeles County Flood Control District (JPA member)
Save Our Access-San Gabriel Mountains (adverse party)
John G. McClendon (attorney for adverse party)
Leibold McClendon & Mann (attorney for adverse party)

We will ensure that these names are in our internal Firm database for consultation in regard to future matters. If there are other parties who would be affected by this matter or who you otherwise feel we should consider, please provide those names to us so we can determine whether there are conflicts as to those parties. We will proceed on the understanding that the above listing is accurate and complete unless we hear from you to the contrary.

With respect to this engagement, I will have primary responsibility for the representation. My billing rate, and the rate of any attorney in the Firm working on this matter, is \$295 per hour. The rate of any paralegal working on the matter is \$150 per hour. Our rates generally are evaluated at the beginning of each year, but because this engagement is occurring towards the end of 2018, we agree that the rates will not be changed throughout the remainder of 2018 or 2019. Furthermore, the rates charged will not be changed except upon at least thirty days' notice. At all times we strive to provide the most cost-efficient service possible and we allocate work on matters accordingly.

In addition to legal fees, we will bill the WCA for costs in connection with our representation. Such costs include copying documents (\$.10/page), mileage (based on the federal government's standard mileage rate) to the extent incurred, court fees, litigation costs, travel costs, messenger and delivery services, and other similar costs. Such costs frequently are billed to the Firm from third-party vendors and therefore there sometimes will be a delay between the time such costs are incurred and the time when they appear on your bill. Please note that we make every effort to be as efficient and cost-effective as possible. For example, we transmit documents by email whenever possible to avoid postage charges and we use e-filing options with the court when allowed and feasible rather than a messenger service.

We will bill the WCA for fees on a monthly basis. When a bill is to be sent, we will review it before it is issued to ensure that the amount charged is appropriate and accurately reflects the services rendered. We agree that you will pay our bills within 30 days of receipt of our billing statement.

The nature of legal representation makes it impossible for us to accurately estimate the total amount of fees and costs that may be incurred over time. We will keep you informed of significant developments in the matter, including those that might have a substantial effect on the cost of this representation. Please feel free to inquire at any time about expected future costs.

Naturally, we expect you to ask us about the likely results of our work. We will respond as best we can, but cannot and do not guarantee any particular result. We can make no promises about

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the outcome of the Lawsuit or negotiations and any opinions about likely outcomes are not intended to constitute a guarantee.

We rarely have fee disputes with clients. Nevertheless, the WCA should be aware that it is entitled to require that any fee dispute be resolved through the mandatory fee arbitration provisions of the California Business & Professions Code. One such program is operated under the auspices of the Los Angeles County Bar Association. Many other local bar associations have similar programs.

In the event that you choose not to use the Los Angeles County Bar arbitration procedures, the WCA agrees that, to the extent permitted by law, all fee disputes between us shall be submitted to binding arbitration in Los Angeles to be conducted by the American Arbitration Association, in accordance with its commercial arbitration rules.

The WCA has the right to terminate our representation at any time. We have the same right, subject to our obligation to provide WCA with reasonable notice to arrange alternative representation. In either circumstance, WCA agrees to secure new counsel as quickly as possible, if necessary, and to cooperate fully in the substitution of the new counsel as counsel of record in the Lawsuit. If WCA elects to terminate the Firm, we will be paid all fees and costs incurred prior to the termination within 30 days after delivery of a final bill for services.

We are also required to inform you that we currently maintain professional liability insurance. We will provide you with a certificate of insurance to this effect showing coverage in the amount of \$1 million dollars.

Our legal relationship and the terms of this agreement will be governed by the substantive laws of the State of California.

Thank you again for this opportunity to assist the WCA with this matter. I look forward to working with you.

Very truly yours,



Ginetta L. Giovinco

Mr. Mark Stanley
Executive Officer
December 12, 2018

All of the foregoing terms and provisions are hereby agreed to by:

Dated: _____

By: _____
Mark Stanley, Executive Officer

Exhibit B - Fee Schedule



Fee Schedule - 2019

Principal Licensed Landscape Architect	\$198
Principal Planner/Scientist	\$198
Project Manager	\$134
Landscape Designer/CAD	\$134
Graphic Artist	\$123
GIS Specialist	\$134
Irrigation Designer/CID & EPA WaterSense Partner	\$144
Consulting Arborist/ISA Certified Arborist	\$198
Consulting Restoration Ecologist/Scientist	\$176
Engineering Project Manager	\$198
Project Civil Engineer	\$166
Design Engineer	\$128
Clerical	\$91

Reimbursable Expenses

Reimbursable project costs are billed at direct cost plus 15% and may include reprographics, delivery service, mileage, parking, express and priority mail.

Exhibit C

Environmental Science Associates & Subsidiaries 2018 Schedule of Fees

I. Personnel Category Rates

Charges will be made at the Category hourly rates set forth below for time spent on project management, consultation or meetings related to the project, field work, report preparation and review, travel time, etc. Time spent on projects in litigation, in depositions and providing expert testimony will be charged at the Category rate times 1.5.

Labor Category	Level I	Level II	Level III
Senior Director	265	280	300
Director	210	225	240
Managing Associate	175	190	205
Senior Associate	150	160	170
Associate	105	125	135
Project Technicians	85	100	120

- (a) The range of rates shown for each staff category reflects ESA staff qualifications, expertise and experience levels. These rate ranges allow our project managers to assemble the best project teams to meet the unique project requirements and client expectations for each opportunity.
- (b) From time to time, ESA retains outside professional and technical labor on a temporary basis to meet peak workload demands. Such contract labor may be charged at regular Employee Category rates.
- (c) ESA reserves the right to revise the Personnel Category Rates annually to reflect changes in its operating costs.

II. ESA Expenses

A. Travel Expenses

- 1. Transportation
 - a. Company vehicle – IRS mileage reimbursement rate
 - b. Common carrier or car rental – actual multiplied by 1.15
- 2. Lodging, meals and related travel expenses – direct expenses multiplied by 1.15

B. Communications and Project Support Fee

Non-travel expenses incurred for the duration of the agreement for project support but not itemized below, including document retention, delivery and communications. Project labor charges multiplied by 3%.

C. Printing/Reproduction Rates

Item	Rate/Page	Sample Pricing
Black & White – 8.5 x 11	\$0.10	
Black & White – 11 x 17	\$0.20	
Color – 8.5 x 11	\$0.40	
Color – 11 x 17	\$0.70	
B&W – Plotter (Toner – ECO Quality)	\$0.40/sf	24x36 B/W CAD drawing would cost \$2.40 per sheet
B&W – Plotter (Toner – Presentation Quality)	\$1.00/sf	24x36 B/W CAD drawing would cost \$6.00 per sheet
Color – Plotter (Inkjet – ECO Quality)	\$2.00/sf	24x36 Color Drawing would cost \$12 per sheet
Color – Plotter (Inkjet – Presentation Quality)	\$4.00/sf	24x36 Color Drawing would cost \$24 per sheet
CD	\$10.00	
Digital Photography	\$20.00 (up to 50 images)	
All Other Items (including bindings and covers)	At cost plus 10%	

D. Equipment Rates

Item	Rate/Day	Rate/Week	Rate/Month
Project Specific Equipment:			
Vehicles – Standard size	\$ 40 ^a	\$ 180	
Vehicles – 4x4 /Truck	85		
Vehicles – ATV	125		
Noise Meter	100		
Hydroacoustic Noise Monitoring Equipment	150		
Electrofisher	300	1,200	
Sample Pump	25		
Field Traps	40		
Digital Hypsometer (Nikon)	20		
Stilling Well / Coring Pipe (3 inch aluminum)	3/ft		
Backpack Sprayer	25		
Beach Seine	50		
Otter Trawl	100		
Wildlife Acoustics Bat Detector	125	400	
Wildlife Trail Camera	30	100	
Fiber Optic Endoscope	125	500	
Spot Light	30		
Spotting Scope	50	200	
Topographic Survey Equipment:			
Auto Level	40		
Total Station	200	600	
DJI Quad Drone	300	1,200	
RTK-GPS	300	1,200	
RTK-GPS Smartnet Subscription	50	200	
Trimble GPS	75	350	900
iPad/Android Tablet + 1m GNSS External Sensor (Trimble R1, Bad Elf)	75	350	900
iPad/Android Tablet only (includes Garmin Glo external sensor)	50	225	600
Laser Level	60		
Garmin GPS or equivalent	25		250

Item	Rate/Day	Rate/Week	Rate/Month
Hydrologic Data Collection, Water Current, Level and Wave Measurement Equipment:			
ISCO 2150 Area Velocity Flow Logger	\$ 25	\$ 100	\$ 350
Logging Rain Gage	10	40	125
Marsh-McBirney Hand-Held Current Meter	50	200	
FloWav Surface Velocity Radar	50	200	
Logging Water Level - Pressure Transducer	10	30	100
Logging Barometric Pressure Logger	5	15	50
Well Probe / Water Level Meter	20	80	
Bottom-Mounted Tripod / Mooring	25	100	400
Handheld Suspended Sediment Sampler	20		250
Water Quality Equipment:			
Logging Turbidimeter/Water Level Recorder	\$ 25	\$ 100	\$ 400
Logging Conductivity/Water Level Recorder	20	60	200
In-Situ Troll 9500 logging water quality multiprobe		200	800
Logging Temperature Probe	3	10	40
Hach Hand-Held Turbidimeter Recording Conductivity Meter w/Datalogger	50	200	
Refractometer	20	80	
YSI Hand-Held Salinity Meter or pH meter	30	120	
Hand-Held Conductivity/Dissolved Oxygen Probe (YSI 85)	40	160	
HOBO Salinity Gauge			125
Water Quality Sonde			800
YSI 650 with 6920 Multi Probe	180	500	1500
ISCO 6712 Portable Sampler w/ISCO 2105 Module	40	250	900
Sedimentation / Geotechnical Equipment:			
Peat Corer	\$ 75	\$ 300	
60lb Helly-Smith Bedload Sampler with Bridge Crane	175	700	
Suspended Sediment Sampler with Bridge Crane	75	300	
Guelph Permeameter	50	200	
Vibra-core	100	400	
Shear Strength Vane	50	200	
Auger (brass core @ \$ 5/each)	20	80	
Boats:			
14' Aluminum Boats with 15 HP Outboard Motor	\$ 100	\$ 400	
Single or Double Person Canoe/Kayak	30	120	
20' Lowe Boat w/115 HP Outboard	300	1,500	
17' Boston Whaler w/ 90 HP Outboard	300	1,500	

^a Actual project charges will be either the IRS mileage reimbursement rate or the daily rate, whichever is higher.

III. Subcontracts

Subcontract services will be invoiced at cost multiplied by 1.15.

IV. Other

The fees above do not include sales tax. Any applicable or potential sales tax will be charged when appropriate.

V. Payment Terms

Unless otherwise agreed in writing, ESA will submit invoices on a monthly basis. Any unpaid balances shall draw interest at one and one half percent (1.5%) per month or the highest rate allowed by law, whichever is lower, commencing thirty (30) days after date of invoice. All invoices not contested in writing within fifteen (15) business days of receipt are deemed accepted by Client as true and accurate and Client thereafter waives any objection to Clients invoices, which are payable in full.

January 17, 2019 – Item 23

RESOLUTION 2019-10

RESOLUTION TO RATIFY A PROFESSIONAL SERVICES CONTRACT WITH THE LAW FIRM RICHARDS WATSON GERSHON (RWG) TO PROVIDE LEGAL REPRESENTATION SERVICES RELATED TO THE MATTER OF SAVE OUR ACCESS – SAN GABRIEL MOUNTAINS V. WCA, ET AL., LOS ANGELES COUNTY SUPERIOR COURT CASE NO. 18STCP02984

WHEREAS, The Watershed Conservation Authority has been established as a joint powers agency between the Rivers and Mountains Conservancy (RMC) and the Los Angeles County Flood Control District (District); and

WHEREAS, the Watershed Conservation Authority (WCA) has further been established to focus on projects which will provide open space, habitat restoration, and watershed improvement projects in both the San Gabriel and Lower Los Angeles Rivers watershed; and

WHEREAS, this action ratifies a professional services contract with the law firm Richards Watson Gershon (RWG) to provide legal representation services in the matter of Save Our Access – San Gabriel Mountains v. WCA, et al., Los Angeles County Superior Court Case No. 18STCP02984; and

WHEREAS, the proposed action is exempt from the provisions of the California Environmental Quality Act; NOW

Therefore be it resolved that the WCA hereby:

1. **FINDS** that this action is consistent with the purposes and objectives of the WCA.
2. **FINDS** that the actions contemplated by this resolution are exempt from the environmental impact report requirements of the California Environmental Quality Act (CEQA).
3. **ADOPTS** the staff report dated January 17, 2019.
4. **RATIFIES** a professional services contract with the law firm Richards Watson Gershon (RWG) to provide legal representation related to the matter of Save Our Access – San Gabriel Mountains v. WCA, et al., Los Angeles County Superior Court Case No. 18STCP02984.

~ End of Resolution ~

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Motion: _____ Second: _____

Ayes: _____ Nays: _____ Abstentions: _____

Resolution 2019-10

Passed and Adopted by the Board of the
WATERSHED CONSERVATION AUTHORITY
On January 17, 2019

Dan Arrighi, Governing Board Vice Chair

ATTEST: _____
David Edsall, Jr.
Deputy Attorney General

January 17, 2019 – Item 23

RESOLUTION 2019-11

RESOLUTION TO AUTHORIZE THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO BLUE GREEN CONSULTING FOR AS NEEDED CONSULTATION SERVICES RELATED TO THE MATTER OF SAVE OUR ACCESS – SAN GABRIEL MOUNTAINS V. WCA, ET AL., LOS ANGELES COUNTY SUPERIOR COURT CASE NO. 18STCP02984

WHEREAS, The Watershed Conservation Authority has been established as a joint powers agency between the Rivers and Mountains Conservancy (RMC) and the Los Angeles County Flood Control District (District); and

WHEREAS, the Watershed Conservation Authority (WCA) has further been established to focus on projects which will provide open space, habitat restoration, and watershed improvement projects in both the San Gabriel and Lower Los Angeles Rivers watershed; and

WHEREAS, this action authorizes the award of a professional services contract to Blue Green Consulting for as needed consultation services related to the matter of Save Our Access – San Gabriel Mountains v. WCA, et al., Los Angeles County Superior Court Case No. 18STCP02984; and

WHEREAS, the proposed action is exempt from the provisions of the California Environmental Quality Act; NOW

Therefore be it resolved that the WCA hereby:

1. **FINDS** that this action is consistent with the purposes and objectives of the WCA.
2. **FINDS** that the actions contemplated by this resolution are exempt from the environmental impact report requirements of the California Environmental Quality Act (CEQA).
3. **ADOPTS** the staff report dated January 17, 2019.
4. **AUTHORIZES** the award of a professional services contract to Blue Green Consulting for as needed consultation services related to the matter of Save Our Access – San Gabriel Mountains v. WCA, et al., Los Angeles County Superior Court Case No. 18STCP02984.

~ End of Resolution ~

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Motion: _____ Second: _____

Ayes: _____ Nays: _____ Abstentions: _____

Resolution 2019-11

Passed and Adopted by the Board of the
WATERSHED CONSERVATION AUTHORITY
On January 17, 2019

Dan Arrighi, Governing Board Vice Chair

ATTEST: _____
David Edsall, Jr.
Deputy Attorney General

January 17, 2019 – Item 23

RESOLUTION 2019-12

RESOLUTION TO AUTHORIZE THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO ENVIRONMENTAL SCIENCE ASSOCIATES (ESA) FOR AS NEEDED CONSULTATION SERVICES RELATED TO THE MATTER OF SAVE OUR ACCESS – SAN GABRIEL MOUNTAINS V. WCA, ET AL., LOS ANGELES COUNTY SUPERIOR COURT CASE NO. 18STCP02984

WHEREAS, The Watershed Conservation Authority has been established as a joint powers agency between the Rivers and Mountains Conservancy (RMC) and the Los Angeles County Flood Control District (District); and

WHEREAS, the Watershed Conservation Authority (WCA) has further been established to focus on projects which will provide open space, habitat restoration, and watershed improvement projects in both the San Gabriel and Lower Los Angeles Rivers watershed; and

WHEREAS, this action authorizes the award of a professional service contract to Environmental Science Associates (ESA) for as needed consultation services related to the matter of Save Our Access – San Gabriel Mountains v. WCA, et al., Los Angeles County Superior Court Case No. 18STCP02984; and

WHEREAS, the proposed action is exempt from the provisions of the California Environmental Quality Act; NOW

Therefore be it resolved that the WCA hereby:

1. **FINDS** that this action is consistent with the purposes and objectives of the WCA.
2. **FINDS** that the actions contemplated by this resolution are exempt from the environmental impact report requirements of the California Environmental Quality Act (CEQA).
3. **ADOPTS** the staff report dated January 17, 2019.
4. **AUTHORIZES** the award of a professional services contracts to Environmental Science Associates (ESA) for as needed consultation services related to the matter of Save Our Access – San Gabriel Mountains v. WCA, et al., Los Angeles County Superior Court Case No. 18STCP02984.

~ End of Resolution ~

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Motion: _____ Second: _____

Ayes: _____ Nays: _____ Abstentions: _____

Resolution 2019-12

Passed and Adopted by the Board of the
WATERSHED CONSERVATION AUTHORITY
On January 17, 2019

Dan Arrighi, Governing Board Vice Chair

ATTEST: _____
David Edsall, Jr.
Deputy Attorney General