

DATE: November 21, 2018

TO: WCA Governing Board

FROM: Jane Tsong, Project Manager

THROUGH: Mark Stanley, Executive Officer

SUBJECT: Item 11: Consideration of a resolution to approve entering into a professional services agreement with Richards, Watson & Gershon (RWG) Law for legal services.

RECOMMENDATION: That the Watershed Conservation Authority Governing Board approve entering into a professional services agreement with Richards Watson Gershon (RWG) Law for legal services and representation as needed.

PROJECT DESCRIPTION: The services of Laurie Collins Esquire was provided for the general legal services and representation needs of the Watershed Conservation Authority until July 2019 upon retirement of Collins legal practice. To augment the services provided by the Deputy Attorney General (DAG) since the inception of the WCA in 2003, an in-kind service from the Rivers and Mountains Conservancy, a JPA partner continues to today; however, there are limits to the services the DAG is able to provide to the WCA including not being able to serve as a litigator for a Joint Powers Authority. Therefore, the Authority maintains the services of an attorney well versed in working with or for a public agency, and more specifically a Joint Powers Authority (JPA). The proposal is for RWG to continue legal service representation for the Authority including but not limited to program contracts, acquisitions, and litigation as needed through the balance of the fiscal year.

WCA has found RWG to be efficient, clear, and communicative. Lead attorneys for WCA RWG representation are David Snow and Bruce Galloway. Resumes are attached as Exhibit A, and the firm's proposal is attached as Exhibit B.

BACKGROUND: On November 15, 2012, the Watershed Conservation Authority board approved resolution 2012-33 to utilize the services of a private attorney, Laurie Collins Esquire, to advise on project-related and funded efforts including property acquisition and conservation easement matters.

On January 17, 2019 the WCA Board authorized through resolution 2019-10 a legal services contract with the Law firm Richards, Watson & Gershon (RWG) to provide legal representation related to a CEQA challenge on the Cattle Canyon Project known as Save Our Access – San Gabriel Mountains v. WCA, et al., Los Angeles County Superior Court Case No. 18STCP02984. Over this period WCA staff has found the services provided by RWG to be beneficial and we have developed a good working relationship.

Additionally, the Rivers and Mountains Conservancy and Los Cerritos Wetlands Authority has been working with David Snow at RWG Law for mitigation lands since August. More recently, David Snow and Bruce Galloway, are engaged in the due diligence activity for proposed Vasquez property acquisition.

David Snow has 17 years of legal experience and a decade of experience as a public agency planner including as Deputy Planning Director in the City of Rancho Palos Verdes, as City Attorney for the City of Yucaipa, and has represented Beverly Hills, Brea, Compton, Pasadena, Rancho Palos Verdes, and Temecula. RWG's Bruce Galloway has extensive experience with real estate transactions in the public sector including as real estate counsel for the

municipalities of Artesia, Brea, Pasadena, Norwalk, Rancho Cucamonga, and Burbank-Glendale-Pasadena Airport Authority.

FISCAL INFORMATION: This action will have no fiscal impact on the approved WCA Operating Budget; funds will be utilized from both grants, when the tasks are attributed to a funded project, or from operational funds as applicable. Current approved FY19/20 operating budget for general legal services is \$15,000.

David SNOW

Shareholder

LOS ANGELES

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A city attorney who specializes in land use and CEQA, Dave's over 17 years of legal experience is built upon a decade of experience as a public agency planner. He is adept at guiding projects through the complex and often politically charged land use entitlement and CEQA process, and aiding public agencies in arriving at decisions that will withstand legal challenge.

WORK FOR CLIENTS

Dave is the City Attorney for the City of Yucaipa, Assistant City Attorney for the City of Beverly Hills, and has represented cities and public agencies throughout California on complex land use, planning, and CEQA matters, including the cities of Brea, Compton, East Palo Alto, Fairfield, Hawthorne, Indio, Pasadena, Rancho Palos Verdes, Seaside, Temecula, and San Buena Ventura. Dave advises the Burbank-Glendale-Pasadena Airport Authority on land use and CEQA matters, and represented the Gold Line Construction Authority.

PROFESSIONAL EXPERIENCE

Prior to joining RWG in 2001, Dave spent a decade as a public agency planner. Dave attended Loyola Law School's evening program while concurrently serving as the Deputy Planning Director in the City of Rancho Palos Verdes.

PROFESSIONAL AND COMMUNITY AFFILIATIONS

Member, American Institute of Certified Planners (AICP)

Member, American Planning Association and APA California Chapter

PRACTICE AREAS

Environment & Natural Resources
Municipal & Public Agency Law

FOCUS AREAS

Airports, Rail & Transit
Brown Act & Open Government
CEQA (California Environmental Quality Act) (Environmental)
Development Agreements
Historic Preservation
Land Use Planning & Zoning (Environmental)
Land Use Planning & Zoning (Municipal)
Subdivision Map Act

EDUCATION

J.D., Loyola Law School, Los Angeles
B.S., Clarkson University



Member, APA California Amicus Committee

Longstanding Member of the APA California Legislative Review Team

APA California Chapter Vice President of Policy and Legislation (2011 – 2014)

APA California Chapter National Policy and Legislation Representative (2009-2010)

APA California Chapter, Los Angeles Section Vice Director of Policy and Legislation (2004-2010)

Frequent lecturer on planning, land use and CEQA issues

EXPERIENCE

HIGHLIGHTED PROJECTS

- ▶ Burbank-Glendale-Pasadena Airport Authority – Replacement Terminal EIR and Development Agreement
- ▶ City of Yucaipa General Plan Update and EIR
- ▶ Beverly Hilton Specific Plan, City of Beverly Hills
- ▶ 9900 Wilshire Specific Plan / One Beverly Hills Project Amendment, City of Beverly Hills
- ▶ Indio Music Festival Development Agreement EIR, City of Indio
- ▶ Review of Facebook Campus Expansion EIR, City of East Palo Alto
- ▶ Parsons Project, City of Pasadena
- ▶ Terranea Resort, Rancho Palos Verdes
- ▶ City of Beverly Hills Historic Preservation Ordinance
- ▶ Opposition to Liberty Quarry Proposal, City of Temecula
- ▶ Marin Clean Energy CEQA Advice on Solar Facility and Power Purchase Agreement
- ▶ Wal-Mart Project, City of Fairfield

PRESENTATIONS

OCA Legislative Update

Quail Hill Community Center, Irvine, 04.18.2019



Administrative Records: The Foundation of Land Use and CEQA Challenges
League of California Cities City Attorney's Department Spring Conference, 05.2017

Summary of Significant Legislation from 2016
Planning Directors Association of Orange County / APA Orange County Section Planning, 03.2017

Tribal Cultural Resources and CEQA (Assembly Bill 52)
United Auburn Indian Community, 02.2017

AB52 Tribal Consultation Update
CLE 12th Annual CEQA Conference, 12.2016

Connecting the Dots: Strategies for Making Findings
APA California State Conference, 10.10.2016

Tribes and CEQA: New Rules for Tribal Consultation Under AB52
LSI, Cabazon, 06.2016

Summary of Significant Legislation from 2015
Planning Directors Association of Orange County / APA Orange County Section Planning, 02.2016

AB52 Tribal Consultation Roundtable
APA California State Conference, 10.2015

Tribal Cultural Resources and CEQA (Assembly Bill 52)
State Bar of California Webinar, 06.2015

Summary of Significant Legislation from 2014
Planning Directors Association of Orange County, 02.2015

AB52 Tribal Consultation
California Land Use Law and Planning Update, 01.2015

AB52 New Tribal Consultation Requirements
CLE 10th Annual CEQA Conference, 12.10.2014

Bruce GALLOWAY

Shareholder

LOS ANGELES

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Bruce represents RWG's clients in all of their complex real estate needs, including acquisition and disposition, development and leasing. Prior to joining RWG, Bruce's practice focused on representing private financial institutions and real estate clients. That experience gives him a uniquely broad perspective on the negotiation of complex, multi-party agreements.

Bruce uses his extensive real estate background to successfully represent RWG's clients in some of the most complicated transactions faced in the public sector, such as public-private partnerships, lease to purchase options, development ground leases, disposition and development agreements and complex financing arrangements. He takes a multi-disciplinary approach by engaging RWG specialists in related fields (such as public works, land use and environmental regulation) to work as a team to advance projects.

Bruce has represented cities, housing authorities and former redevelopment agencies in connection with sales and ground leases of land and secured loans for affordable housing developments (including tax credit projects), mixed use developments that include affordable housing, density bonus-related low/mod housing, and federally funded (HOME/CDBG) affordable housing.

WORK FOR CLIENTS

Bruce is the primary real estate counsel for the cities of Artesia, Beverly Hills, Brea, Fairfield, Hawthorne, Indio, Pasadena, Manteca, Norwalk, Rancho Cucamonga, Upland, Yucaipa and for the Burbank-Glendale-Pasadena Airport Authority.

PRACTICE AREAS

Real Estate

FOCUS AREAS

Acquisitions & Dispositions

Leasing

Low & Moderate Income
Housing

Public Assistance & Prevailing
Wages

Real Estate Lending

EDUCATION

J.D., University of California,
Berkeley, School of Law

B.A., *cum laude*, Claremont
McKenna College



PROFESSIONAL EXPERIENCE

Prior to RWG, Bruce was Of Counsel at Orrick, Herrington & Sutcliffe and Morrison & Foerster.

EXPERIENCE

Highlighted Projects

Seaside Redevelopment Agency: Seaside Resort Project. Bruce represented the Seaside Redevelopment Agency and City of Seaside in connection with the highly structured sale of the former Fort Ord golf courses to a developer for the development of a luxury resort hotel and a residential homes and timeshares project.

City of Beverly Hills: Montage Hotel Project. Bruce represented the City of Beverly Hills in connection with the development of adjacent parcels, one owned by a developer and the other by the city. As part of the development of a new luxury hotel on the private property, the developer also developed underground public parking beneath both the private and adjacent public property, a surface level public plaza and gardens on the public property, and a smaller publicly owned "gardens building" on the public property with two floors of leasable space.

City of Beverly Hills: Performing Arts Center. Bruce represented the City of Beverly Hills in connection with the development ground lease for a performing arts center which involved historic tax credits.

City of Hawthorne: Hilton Hotel. Bruce represented the City of Hawthorne in connection with a hotel developer ground lease with city-financed assistance and a tenant option to purchase.

City of Redondo Beach: Hilton Hotels. Bruce represented the City of Redondo Beach in connection with hotel development ground leases.

Temecula Redevelopment Agency. Bruce represented the Temecula Redevelopment Agency in connection with the sale to a developer and development of underdeveloped land for use as a college campus, with adjacent residential (including low and moderate income) housing and retail space.

Union Station: Build to Suit Ground Lease and Option to Purchase. Bruce represented the Proposition 10 Children and Families First Commission in its ground lease of land in front of Union Station from Catellus Development Corporation. The ground lease required Catellus to construct an office building and included an option to purchase, which was exercised. He also represented the client in the purchase of the building pursuant to the exercise of the option.

David M. Snow

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October 31, 2019

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 - Vasquez Property Acquisition**

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 acquisition of the Vasquez Property, including a potential option agreement for a portion of adjacent property (the Acquisition).

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 Acquisition, 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)
 Los Angeles County Flood Control District (JPA member)
 Mark Stanley (working client)
 Vasquez Ranch, LLC (adverse party)

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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. Additionally, we noted that the City of Pasadena owns property adjacent to the Acquisition, and although we do not believe there is any conflict, we nonetheless wanted to inform you that members of our firm also represent the City of Pasadena on matters unrelated to the adjacent property.

With respect to this engagement, Bruce Galloway and I will have primary responsibility for the representation. Our 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 2019, we agree that the rates will not be changed throughout the remainder of 2019 or 2020. 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 the outcome of the Acquisition or negotiations and any opinions about likely outcomes are not intended to constitute a guarantee.

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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 Acquisition. 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,



David M. Snow

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

Dated: _____

By: _____
Mark Stanley, Executive Officer

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November 21, 2019 - Item 11

RESOLUTION 2019-46

RESOLUTION OF THE WATERSHED CONSERVATION AUTHORITY TO AWARD A PROFESSIONAL SERVICES CONTRACT TO RICHARDS, WATSON & GERSHON TO PROVIDE LEGAL SERVICES TO THE WATERSHED CONSERVATION AUTHORITY.

WHEREAS, the Watershed Conservation Authority (WCA) 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 will award a professional services contract with Richards, Watson & Gershon to provide legal services to the Watershed Conservation Authority; 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; and
2. **FINDS** that the actions contemplated by this resolution are exempt from the environmental impact report requirements of the California Environmental Quality Act (CEQA); and
3. **ADOPTS** the staff report dated November 21, 2019; and
4. **AWARDS** a professional services contract with Richards, Watson & Gershon in an amount not to exceed \$15,000 for legal services for the Watershed Conservation Authority.

~ End of Resolution ~

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Motion: _____ Second: _____

Ayes: _____ Nays: _____ Abstentions: _____

Passed and Adopted by the Board of the
WATERSHED CONSERVATION AUTHORITY

On November 21, 2019.

Herlinda Chico, Governing Board Chair

ATTEST: _____
David Edsall, Jr.
Deputy Attorney General