

## **ITEM #1**

*Consider retaining the Kronick firm, with Mona Ibrahim as principal contact as General Counsel. Attached are a copy of the Agreement for Legal Services and an information packet on the firm.*

Agenda Item 1.

Attached are the legal services contract and materials related to retaining the Kronick firm as General Counsel with Mona Ibrahim as principal contact.

Ms. Ibrahim has been thoroughly interviewed, as have other candidate firms.

Staff recommends the Board consider the contract for approval, although the Board can reject or recommend changes to it.

**A PROFESSIONAL CORPORATION**

Attorneys at Law

**AGREEMENT FOR LEGAL SERVICES**

This Agreement for Legal Services ("Agreement") is entered into between Kronick, Moskovitz, Tiedemann & Girard, A Professional Corporation ("Kronick") and Del Paso Manor Water District ("Client") as of the date last set forth herein.

By signing and returning this Agreement for Legal Services, Client indicates its acceptance of the terms set forth in this document.

**1. SCOPE OF AGREEMENT**

Client retains Kronick to provide legal services to Client in connection with General Counsel services and other matters by mutual agreement only.

**2. DUTIES OF KRONICK AND CLIENT**

**(a) Kronick Duties**

Kronick shall provide those legal services reasonably required to represent Client in the matter described above. Kronick shall also take reasonable steps to keep Client informed of significant developments and to respond to Client's inquiries.

While the attorney with whom Client originally met may be primarily responsible for completing the work on Client's matter, that attorney may also delegate work to other attorneys, paralegals, law clerks and office personnel within Kronick, if he or she determines that such delegation is appropriate in representation of Client's interests. If Client so requests, Client will be consulted before any delegation is made.

Kronick may, with Client's prior consent, select and hire attorneys, investigators, consultants and experts to assist in the preparation and presentation. While any such persons will report exclusively to Kronick to preserve the Attorney-Client and Attorney Work Product privileges, they will be employed by Client.

Kronick will provide at the client's request a copy of this Agreement and this Agreement shall be considered as a confidential document to the extent permitted by applicable law. Kronick is not obligated to perform any services for Client until Kronick has received a signed original or copy of this Agreement for Legal Services from Client.

**(b) Client's Duties**

Client shall be truthful with Kronick, cooperate with Kronick, keep Kronick informed of developments related to the subject matter for which Client has engaged Kronick, perform the obligations Client has agreed to perform under this Agreement, pay invoices from Kronick in a timely manner, and keep Kronick apprised of his, her, or its address, telephone number, and whereabouts.

**3. BILLING RATES**

Client agrees to pay for legal services at the rates set forth in the Schedule of Rates below. Kronick's fees will be calculated based on those hourly rates, billed in increments of 1/10th hour for the legal staff involved, multiplied by the hours devoted on Client's behalf. These rates are subject to an automatic adjustment at the beginning of each calendar year, as set forth in the Schedule of Rates

Kronick will charge for all time worked on a matter, including travel time portal-to-portal, time waiting in court, and time spent in meetings, unless otherwise agreed to in writing.

#### SCHEDULE OF RATES FOR DEL PASO MANOR WATER DISTRICT

Shareholders/Of Counsel/Senior Counsel	\$285.00-\$325.00
Associate Attorneys	\$270.00-\$280.00
Paralegals	\$150.00
Law Clerk/Document Clerk	\$150.00

Ms. Ebrahimi will bill at the rate of \$300 per hour, and Ms. Pacheco will bill at the rate of \$275 per hour; provided, however, all of Kronick's rates will be adjusted upward effective July 1 of each year based on application of the Urban Wage Earners and Clerical Workers for San Francisco Consumer Price Index (CPI), rounded to the nearest \$5 per hour. Should application of the CPI result in a lower fee than those being charged at the time of the adjustment, Kronick's fees would remain unchanged for that year.

Expenses, including mileage, photocopying/printing and delivery charges, will also be billed. A detailed schedule of these expenses can be provided upon request. Kronick's usual billing procedure is to submit a monthly itemization of the time and services charged with the names of the attorneys, paralegals and clerks whose time is being billed. However, we have a highly sophisticated and flexible billing system, which can produce invoices specific to each client's billing needs. Please let us know of any specific desires or needs you have in this respect.

#### 4. COSTS AND EXPENSES

Whenever practical, Client shall directly pay for major costs and expenses in addition to Kronick's fees, either by advancing such costs or expenses to Kronick, or by paying third parties directly. Upon demand, Client shall advance funds to Kronick or directly pay third parties, as specified by Kronick.

In all other cases, Client shall reimburse Kronick for all costs and expenses incurred by Kronick, including, but not limited to, the following: costs of serving pleadings, filing fees and other charges assessed by courts and other public agencies, court and deposition reporters' fees, jury fees, witness fees, messenger and other delivery fees, postage, printing/photocopying, parking, mileage, travel expenses (including air fare at coach rates, lodging, meals, and ground transportation), research, investigation expenses, consultants' fees, expert witness fees, mediator fees, arbitrator fees, special master fees and other costs and expenses.

Kronick shall itemize all costs incurred on each periodic invoice.

#### 5. INVOICES AND PAYMENTS

Kronick shall send Client an invoice for fees and costs incurred every month. However, when the fees and costs for a particular month are minimal, they may be carried over to the next month's invoice. Client shall pay invoices from Kronick within thirty (30) days after each invoice's date.

Kronick's invoices shall clearly state the basis thereof, including the amount, rate and basis for calculation (or other method of determination) of Kronick's fees. The invoices will also clearly identify the costs and expenses incurred and the amount of the costs and expenses. Client agrees to promptly review all invoices provided by Kronick and to promptly communicate any objections, questions or concerns about their contents.

#### 6. DISCLAIMER OF GUARANTEE OR TAX ADVICE

By signing this Agreement, Client acknowledges that Kronick has made no promises or guarantees to Client about the outcome of Client's matter, and nothing in this Agreement shall be construed as such a promise or guarantee. Unless expressly set forth in Section 1 of this Agreement, Kronick has not been retained to provide, and will not provide any tax advice to Client.

## **7. DISCHARGE AND WITHDRAWAL**

Client may discharge Kronick at any time upon written notice to Kronick. Kronick may withdraw from representation of Client (a) with Client's consent, (b) upon court approval, (c) if no court action is pending, for good cause upon reasonable notice to Client or (d) as otherwise permitted by the California Rules of Professional Conduct or other applicable law. Good cause includes Client's breach of this Agreement, Client's refusal to cooperate with Kronick or to follow Kronick's advice of a material matter, or any other fact or circumstance that would render Kronick's continuing representation unlawful or unethical.

If a court action, arbitration or other judicial proceeding is pending, Client shall promptly deliver to Kronick a signed substitution of counsel form at Kronick's request.

## **8. LEGAL ACTION UPON DEFAULT**

If Client does not pay the balance when due, or if Client breaches any other term of this Agreement, Kronick may demand that the entire unpaid balance be paid immediately and, as provided by law, commence any legal action for collection of the balance due. Client shall be in default if it fails to pay any invoice within 30 days of the date on the invoice.

Client and Kronick agree that all legal proceedings related to the subject matter of this Agreement shall be maintained in courts sitting within the State of California, County of Sacramento. Client and Kronick consent and agree that the jurisdiction and venue for proceedings relating to this Agreement shall lie exclusively with such courts. Further, the prevailing party in any such dispute shall be entitled to reasonable costs, including attorneys' fees.

## **9. ARBITRATION OF FEE DISPUTE**

If a dispute arises between Kronick and Client regarding attorneys' fees or costs under this Agreement and Kronick files suit in any court, or begins an arbitration proceeding other than through the State Bar or a local bar association under Business and Professions Code Sections 6200-6206, Client will have the right to stay that suit or arbitration proceeding by timely electing to arbitrate the dispute through the State Bar or a local bar association under Business and Professions Code Sections 6200-6206.

## **10. COMPLETION OF SERVICES**

Upon the completion of Kronick's services, all unpaid charges for services rendered and costs incurred or advanced through the completion date shall become immediately due and payable.

## **11. CLIENT FILES**

At Client's request, upon termination of services under this Agreement, Kronick will promptly release all of Client's papers and property (subject to any applicable protective orders or non-disclosure agreements) ("Client Files"). Client may also request in writing that Kronick transfer the Client Files to a third party. Kronick will release the Client Files and make them available for pick-up locally. If needed, transportation or delivery of the Client Files to another location will be arranged by the Client, who will bear the transportation costs in their entirety. Kronick is authorized to make a copy of the Client Files prior to their release for Kronick's use.

## **12. DESTRUCTION OF CLIENT FILE**

If Client does not request the return of the Client Files, Kronick will retain the Client Files for a period of seven (7) years from the last date of service in the matter described above. After seven (7) years, Kronick may have the Client Files destroyed.

## **13. INSURANCE**

Client is hereby informed that Kronick maintains insurance coverage including but not limited to errors and omissions, umbrella, workers' compensation and general liability.

**14. AGREEMENT MODIFICATION AND INTERPRETATION**

This Agreement contains the entire agreement of the Parties. This Agreement may be modified only by a written instrument signed by both parties. This Agreement shall be interpreted according to the laws of the State of California, without regard to its choice of law provisions. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of this Agreement will be severable and shall remain in effect.

**15. CLIENT BILLING AND CONTACT INFORMATION**

Client Contact Name: Alan Gardner

Client Contact Address: 1817 Maryal Drive, #300

Sacramento, CA 95864

Client Contact Email: generalmanager@delpasomanorwd.org

Client Contact Phone Number: 916-487-0419

Send Invoices by:  Email  US Mail  Both

Client shall promptly notify Kronick in writing of any changes to the above information.

I understand and accept the foregoing terms, and am authorized to execute this Agreement.

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

\_\_\_\_\_  
Del Paso Manor Water District  
By: Alan Gardner, General Manager

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

\_\_\_\_\_  
Mona G. Ebrahimi, Shareholder  
Kronick, Moskovitz, Tiedemann & Girard



KRONICK  
MOSKOVITZ  
TIEDEMANN  
& GIRARD

November 17, 2021

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## Del Paso Manor Water District

**Submitted by:**

Mona G. Ebrahimi, Shareholder  
Kronick Moskowitz Tiedemann & Girard



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## Del Paso Manor Water District

In accordance with our recent communications and interview with our Shareholder, Mona G. Ebrahimi, we propose that Ms. Ebrahimi serve as General Counsel for the Del Paso Manor Water District ("District"). To assist Ms. Ebrahimi, Kronick proposes that Elena M. Pacheco serve as Deputy General Counsel. Ms. Pacheco will provide direct support to Ms. Ebrahimi and be available to the District in the event that Ms. Ebrahimi is unavailable, and also conduct much of the day-to-day legal review of materials. However, Del Paso Manor Water District will be able to utilize other resources within the firm, including for example, our attorneys in the Natural Resources Department and Labor and Employment Department.

## Experience

Kronick understands the evolving framework of laws and regulations impacting special districts and the challenges that framework brings to public officials trying to implement projects on behalf of their agencies. To assist our clients, we draw on decades of collective experience and expertise from attorneys who have been serving as both general and special counsel to special districts throughout California. This collaboration translates into efficient, comprehensive service for our clients in all areas of public agency law, including governance, statutory powers, environmental laws and regulations, employment and labor, public finance, economic development, land use, and litigation.

For over six decades, Kronick has assisted special districts, as well as local and state government agencies, in all aspects of their legal powers, duties, and responsibilities. Whether a situation calls for preventative counseling, skillful negotiation, forceful advocacy or financial guidance, our clients know they can rely on Kronick to quickly and confidently marshal the legal, political, and financial solutions they need in order to move their projects and policies forward in the timeliest and most cost-conscious manner achievable.

## JPAs, Contracts, Memorandum of Understanding (MOUs)

Contracting is a major part of the practice of law, including public agency law. A clear and well-written contract is key to avoiding later disputes or controversies between the parties. Our attorneys are well versed in public agency contracts. They have negotiated, drafted, and reviewed contracts in a variety of areas, including leases, land purchase and sale agreements, water transfer agreements, settlement and dispute resolution agreements, public works contracts, service agreements, consultant contracts, purchasing contracts, and grant and loan agreements. Our attorneys are constantly evaluating existing agreements used by our public agency clients and look for ways to make the agreements clearer, more protective to the agency, and less likely to lead to disputes or costly litigation. Additionally, a number of our attorneys focus their practice on construction, real estate transactions, tax, and bidding issues and are always prepared to provide input on contracts as needed.

Kronick attorneys have extensive experience preparing ordinances and resolutions for public agencies and spend much of their time interpreting state, federal, and municipal regulations. Kronick's depth of experience in these areas will serve to benefit the District when new and evolving challenges appear on the horizon.



## Brown Act/Open Meeting Compliance

Our attorneys regularly advise clients regarding the Ralph M. Brown Act, the California Public Records Act, Political Reform Act, conflict of interest laws, general public entity and municipal law, and the California Government Code. Our attorneys regularly attend public agency meetings and advise on the full range of questions and procedural matters that arise in those meetings. We have worked with special districts, as well as cities and counties, and thus are familiar with all types of California local government. Our municipal litigators have represented and defended special districts and other public agencies across a wide spectrum of matters, including California Environmental Quality Act (“CEQA”) disputes, water law disputes, Public Records Act writs, contract disputes, employment matters, and more. Our attorneys leverage their lessons learned from litigation to inform their advisory practice, enabling our clients to avoid litigation where possible, and to establish a strong and early defensive stance where litigation is inevitable.

Kronick attorneys also provide Brown Act training, AB 1234 ethics training, and sexual harassment prevention training.

## Public Contracting and Procurement

Public works and public contracting are integral to any public agency and to any comprehensive public sector legal practice. Our public contracting attorneys are well versed in all types of contracts and procurement vehicles used for public sector construction. Our attorneys have negotiated, drafted, and reviewed thousands of public works contracts, and related service agreements, consultant contracts, and purchasing contracts. Kronick attorneys are also well versed in state and federal public works contracting requirements, including bidding, licensing, wage and prevailing wage issues, and bonding. We regularly assist our clients with procuring complex and large dollar value public works projects, including the use of alternative project delivery vehicles, such as progressive design-build. Our attorneys regularly represent public agencies in negotiation of contracts regarding electric service provision for water conveyances.

Our attorneys also regularly assist our clients in obtaining non-public works related services and goods. For example, we help locate information technology design and development of software and cloud transition services. We also have experience in negotiating equipment and real property licenses and leases, and large equipment purchases. Our clients routinely acquire specialized grants for such purchases, or have overlapping state and federal funding sources; we are skilled in working with public agencies to ensure all procurements are made in compliance with funding requirements.

## Qualifications

The attorneys in the firm take a team approach to the delivery of legal services. This team approach strengthens the firm’s ability to manage work product quality, match available resources with client needs, address client knowledge and succession planning, and ensure frequent and open communication with clients and consistency in the delivery of work product and services.

With over 60 years of experience in serving public agency clients, our attorneys have the resource management know-how to ensure timely handling of day-to-day tasks while also being



responsive to urgent and unforeseen issues when they arise. Members of our public agency group meet regularly to discuss current client needs, critical projects and developments, and anticipated future needs of each client.

### **Mona G. Ebrahimi**

Ms. Ebrahimi has dedicated her career to serving public agencies. She currently serves as the General Counsel for the District and Suisun Solano Water Authority, as well as the City Attorney for the Town of Atherton, City of Placerville, and the City of Rio Vista. During her tenure, Ms. Ebrahimi regularly attends Board and Planning Commission meetings, and advises those bodies to ensure compliance with the Brown Act and conflict of interest laws. She advises agencies in all gambits of municipal matters including, but not limited to, land use and development, general plan and zoning code updates, municipal code amendments, and public contracting. She has helped her clients achieve victories in cases brought pursuant to CEQA, breach of contract claims, and torts. Outside the courtroom setting, Ms. Ebrahimi has advocated for her clients in administrative hearings.

Ms. Ebrahimi completed law school in just two years and earned her law degree (cum laude) from California Western School of Law, San Diego in 2004. Ms. Ebrahimi received her undergraduate degrees in political science (highest honors) and communications (honors) in 2002 from the University of California, Davis. Ms. Ebrahimi is also a certified mediator experienced in alternative dispute resolution, offering clients a cost-effective, non-litigation option for resolving conflicts. Ms. Ebrahimi was admitted to the State Bar of California in June 2005 (Bar No. 236550) and joined Kronick's public agency department in 2006. Ms. Ebrahimi has spent her 16-year career providing general and special counsel services to agencies, cities, counties, and special districts across a broad spectrum of public law matters, and has recently established precedential law in the State of California after successfully representing the City of Rio Vista in *Collondrez v. City of Rio Vista* (2021) 61 Cal. App. 5th 1039.

Her background as a certified mediator allows her to reach resolutions of conflicts before litigation ensues. Even if litigation is commenced, Ms. Ebrahimi works to develop the best possible outcome for her clients, while conscientious of costs and public perception. For example, Ms. Ebrahimi helped a city client to resolve a claim brought under CEQA in mediation. The case was settled and the city was able to move forward with the approved project.

### **Elena M. Pacheco**

Elena serves as legal advisor to the firm's public agency clients, helping cities, counties, and special districts navigate the web of legal issues local governments must confront while carrying out the public's business. These clients rely on her for advice related to public contracting, public works, CEQA, and general governance matters, including Brown Act and Public Records Act compliance.

Most frequently, Elena advises the firm's municipal and special district clients on questions regarding prevailing wages, procurement procedures, and contract negotiations. She routinely performs legal and content review of construction documents, consultant services agreements, and complex environmental documents related to development projects. Above all, Elena's passion for local government motivates her to help clients provide safe, healthy, and enjoyable communities for the public they serve.



Ms. Pacheco received her J.D. from the University of California, Berkeley School of Law in 2015 and her Bachelor's degree from Arizona State University in 2011. She was admitted to the State Bar shortly after graduating law school in 2015 (Bar No. 307771).

## **Additional Support**

### **Scott A. Morris**

Scott, the firm's Managing Shareholder, focuses on natural resources, land use, and water law representing both public and private clients. He often works closely with the firm's public agency attorneys, advising and representing clients in areas that align with his areas of emphasis, which include water rights, water transfers, groundwater law including the Sustainable Groundwater Management Act (SGMA), environmental law, hazardous materials, mining and development permits. Prior to entering the legal profession, he worked as a civil engineer for 12 years, an experience that he frequently finds invaluable in providing services to clients.

Mr. Morris received his J.D. from the University of the Pacific, McGeorge School of Law in 1994, a Master of Engineering degree from Virginia Polytechnic Institute in 1982, and his B.S. from the University of Virginia in 1981. He was admitted to the State Bar after graduating law school in 1994 (Bar No. 172071).

### **Eric N. Robinson**

Eric, a shareholder and manager of the firm's natural resources practice group, represents public and private sector clients in the fields of natural resources and environmental law. He provides counsel on obtaining and defending water rights and water supplies, obtaining environmental compliance approvals for development projects under local, state, and federal laws, and litigates in state and federal courts. He speaks frequently on water related issues for a variety of educational and professional organizations.

Mr. Robinson received his J.D. from the University of California, Davis in 1997 and his B.S. from Northwestern University, Medill School of Journalism, Chicago in 1989. He was admitted to the State Bar after graduating law school in 1997 (Bar No. 191781).

### **Philip Wright**

Phil has handled labor and employment matters as an attorney in private practice and as a human resources professional for over 30 years. He provides advice on all aspects of labor and employment law including discrimination, harassment, disability accommodation, wage and hour issues, leaves of absences and due process rights for public sector employees including under the Police Officers Procedural Bill of Rights and the Firefighters Procedural Bill of Rights. Phil also has extensive negotiation experience and has served as chief labor negotiator with police, fire and miscellaneous bargaining units.

Most recently, he served as the Assistant City Manager for the City of West Sacramento. While with the City, he also served as the Director of Administrative Services and Director of Human Resources & Labor Relations. Phil spent more than 15 years at Kronick before becoming General Counsel and Vice President of Human Resources at Schools Financial Credit Union in



2002. He also served as the Deputy City Attorney and Human Resources Manager for the City of Rocklin.

Mr. Wright received his J.D. from Santa Clara University School of Law and his B.A. from Stanford University. He was admitted to the State Bar in 1986 (Bar No. 127061).

### **Amara Harrell**

Amara is a shareholder and a member of the firm's public agency and business services practice groups where she represents both public and private sector clients in a wide range of commercial and residential real estate transactions, land use matters and related financing. She has considerable experience in the acquisition and transfer of real property, the development and leasing of real property, and financing of development transactions. She has negotiated and drafted purchase and sale agreements, financing documents, development agreements, affordable housing agreements, commercial and residential leases, and their related real estate and financing documents.

Ms. Harrell received her J.D. from Golden Gate University School of Law in 2000 and her B.A. from the University of California, Santa Cruz in 1988 (Bar No. 244795).

Karin represents public and private sector entities in all types of employment matters including wage and hour actions, labor and collective bargaining issues, administrative proceedings, and discrimination and harassment claims. She provides advice and counsel to clients on various labor and employment issues including compliance with California wage and hour laws and laws regulating employee leave, termination, and discrimination and harassment. Karin also negotiates on behalf of public agencies in collective bargaining with public employee bargaining units both at main table negotiations for successor Memoranda of Understanding as well as at impact tables over management decisions affecting the terms and conditions of employment.

### **Karin E. Bailey**

Karin represents public and private sector entities in all types of employment matters including wage and hour actions, labor and collective bargaining issues, administrative proceedings, and discrimination and harassment claims. She provides advice and counsel to clients on various labor and employment issues including compliance with California wage and hour laws and laws regulating employee leave, termination, and discrimination and harassment. Karin also negotiates on behalf of public agencies in collective bargaining with public employee bargaining units both at main table negotiations for successor Memoranda of Understanding as well as at impact tables over management decisions affecting the terms and conditions of employment.

Ms. Bailey received her J.D. from the University of California, Davis School of Law in 2019 and her B.A. from California State University, Sacramento in 2008. She was admitted to the State Bar in 2019 (Bar No. 329188).

### **Kaitlin S. Harr**

Kaitlin, an associate attorney in the firm, represents public and private sector clients in the areas of natural resources and water law. Growing up in rural Northern California, she discovered her



interest in water and agricultural law and policy through her involvement in the Future Farmers of America (FFA) and other agricultural organizations. She focuses on regulatory compliance, water rights, water quality, administrative law and land-use matters.

Ms. Harr received her J.D. from the University of the Pacific, McGeorge School of Law in 2019 and her B.S. from California Polytechnic State University, San Luis Obispo in 2013. She was admitted to the State Bar in 2019 (Bar No. 327665)

## Approach

Kronick understands that the District is seeking General Counsel who can address its legal needs on a day-to-day basis and provide municipal legal advice to your Board and staff. Ms. Ebrahimi would attend most monthly Board meetings and Ms. Pacheco would attend special meetings upon request, and also meetings when Ms. Ebrahimi is unavailable.

## Proactively advise the Board and District Staff

It is important to stay informed of legal issues confronting the District and municipalities generally. Ms. Ebrahimi, as well as all of Kronick's municipal law attorneys, stay abreast of new cases, legislation, or other items of interest and that information is passed along to our municipal clients. Kronick attorneys also regularly review advance sheets listing newly decided appellate cases to look for case law developments that might impact our municipal clients. When they are located, we pass those developments on to our clients. We also provide periodic Legal Alerts to our clients and friends at no charge. The Legal Alerts consist of written summaries of recent developments in the law and relevant impact, thus helping our clients stay abreast of changes in the law at no additional cost to the client.

## Coordination with General Manager and Department Heads

Ms. Ebrahimi will be in regular contact with the General Manager through in-person meetings, telephone calls, and e-mails about projects and issues at the District. She generally performs work at the request of the General Manager or other appropriate staff, as directed. There are occasions when other attorneys at Kronick are better suited to provide legal services to the District on a particular topic. When the need arises, Ms. Ebrahimi will ensure that the work is assigned to the appropriate legal professional, and oversee and manage the work.

## Stability and Support Capability

Kronick is a well-established law firm that understands the specific needs of public agencies. The firm understands the importance of continuity in the delivery of legal services, the attorneys proposed have worked with the firm for many years, and have worked together as a team. The firm does not anticipate any major changes to the proposed legal team, only in situations where it is in the best interest of the client will the firm change the members of the proposed legal team. The proposed attorneys have the availability, capacity, and capabilities to effectively support the District.



## Billing

As a full-service law firm, Kronick makes it a primary goal to manage legal costs through efficient staffing and competitive pricing of services. We find that a team approach to serving our public agency clients provides for a mutually beneficial relationship by allowing our attorneys to draw on each other's knowledge and experience ultimately benefitting our clients. Our broad range of experience in working with all types of public agencies enables us to provide fast and cost-effective representation.

Kronick maintains a sophisticated and flexible billing system that provides clients the ability to monitor their legal costs and receive alerts when their legal bills reach a certain threshold. Hourly rates are billed in increments of one-tenth of an hour for the legal staff involved, multiplied by the hours devoted on the client's behalf. Kronick's usual billing procedure is to submit a monthly itemization identifying the attorneys performing services, along with the time and a description of the services.

## Basic Legal Services

Kronick will provide basic legal services as set forth in the Legal Services Agreement.

Kronick bills for computer-assisted research (Westlaw/Lexis and other on-line services) at its actual discounted cost to Kronick. Travel expenses are reimbursable at the actual cost incurred for lodging, meals, parking, and bridge tolls, plus mileage at the IRS-approved rates. Photocopying will be billed at \$.15/page for black and white and \$.75/page for color. Delivery charges, such as U.S. Mail, Federal Express, courier services, etc., are charged at Kronick's actual cost. Also billed at cost would be fees assessed by courts and administrative agencies, and prior approved costs for experts and consultants, if any. Any other expenses incurred by Kronick would be billed to the client at Kronick's actual cost. Kronick does not charge for faxes or long distance telephone calls, nor does it charge for secretarial time.

## Additional Information

### Trainings & Legal Alerts

We believe that providing up-to-date training in the many areas of law affecting public agencies is a necessary and valuable service to our clients. We provide these training opportunities to clients through workshops and seminars, which allow participants to ask legal questions on specific topics in a real-time interactive setting. We provide comprehensive written materials, including in-depth white papers. We would work closely with the District to develop specific workshops to meet any identified needs that the District may have, and our team can host trainings onsite, via webinar and/or teleconference. The following is a sampling of the trainings we have prepared for and presented to our public agency clients and which we have also presented to civic groups at conferences and forums.

- AB 1234: Ethics Training for Local Officials
- Brown Act Compliance
- Conflicts of Interest/FPPC Policies
- Electronic Discovery and Document Retention
- Employee Leave Laws



- Furloughs, Layoffs, and Other Downsizings Mechanisms
- Municipal Water Supply
- Sexual Harassment Prevention Training for Supervisors and Employees
- Social Media Usage in the Workplace
- Wage and Hour Compliance
- Workplace Investigations

Additionally, our attorneys keep clients immediately apprised of new legislation and important court decisions at no cost with our written Legal Alerts. Kronick Legal Alerts are distributed directly to clients electronically and can also be found on our website at [www.kmtg.com](http://www.kmtg.com).

On a somewhat less formal basis, Kronick consistently trains its municipal clients in the drafting and preparation of contracts, ordinances, resolutions, and other documents regularly utilized by public agencies. We develop forms for our clients' future use, which has the benefit of reducing the cost to the client in not having to recreate routine documents. Kronick is also available on an "as-requested" basis to conduct training seminars and sessions on the preparation of fundamental public agency documents or any other aspect of municipal operations. These trainings would be billed per hour or at a pre-negotiated flat rate.

Kronick regularly reviews insurance requirements as part of contract approvals, and the development of individualized templates that serve as a long-term cost savings that staff can rely upon.

### Professional Liability Insurance Coverage

Kronick is insured for professional liability by Lloyd's of London. The Firm's policy is designed to cover the professional liability exposures of a law firm. Coverage is provided for claims made against the Firm during the policy period arising out of its professional services. In general, the Firm's professional liability policy is intended to cover claims alleging economic damages. The limits of liability are \$10 million for each claim and in the aggregate, including defense costs. The policy is subject to all coverage terms and conditions, including policy exclusions. Kronick also carries comprehensive general liability insurance, Workers' Compensation and employers' liability insurance and automobile liability. Should Kronick be awarded a contract with the District, the Firm would name the District as an Additional Insured and provide proof of such coverage prior to the commencement of any legal work.

### Conflicts of Interest

Kronick does not foresee any actual or potential conflicts of interest that would prevent the firm's continued representation of the District.

Kronick adheres to the California Rules of Professional Conduct in addressing actual or potential conflicts of interest amongst its clients. Kronick has an appointed Conflicts Administrator, who is a Kronick shareholder assigned to address conflicts issues that might arise in client representation. Whenever a potential conflict issue arises, Kronick notifies the affected parties immediately and works with the Conflicts Administrator to resolve such conflicts, which has historically been to the mutual benefit and satisfaction of all involved, and in accordance with the California Rules of Professional Conduct.



This resolution may require disclosure of certain representations and/or seeking informed written consent from the clients to continue representation on particular matters. In some cases, Kronick may have to decline representation of a client or refer a matter to other legal counsel to ensure that both the reality and appearance of a conflict of interest is avoided.

## **Contract Agreement**

Kronick affirms that the proposal terms shall remain in effect for ninety (90) days following the proposal submission.

## **Conclusion**

Thank you for the opportunity to submit this proposal for General Counsel Legal Services to the District. We are excited by the opportunity to serve the District's General. If you have any questions or wish to discuss any matters contained in this proposal, please do not hesitate to contact us.

## **ITEM #2**

*Eliminate the 150% cap on annual vacation accrual due to the impacts of Covid 19 and District needs. Retain the 50 day cap on total deferred vacation.*

Agenda Item 2.

Attached is the supporting memo for removing the 150% cap on annual vacation accrual due to changed circumstance.

Staff recommends approval.

## **Memo to the Board**

**Subject:** Change the 150% cap on vacation accrual in the Employee Handbook and retain the existing 50 day cap.

### **Discussion:**

The June 2019 Board imposed a 150% cap on vacation accrual. If that level was reached the employee could not continue to accrue vacation, even if earned, until the excess time was used.

However, there was an existing 50 day cap that was *not* removed. That Board also imposed several other negative employee actions that will be addressed at a later time.

The arguments for a cap at some level are the employee needs and should take vacation and the accrual imposes a financial burden on the District.

The reasons why the cap 150% is not in the District's best interest are:

1. This is an immediate issue for one employee.
2. This District only has four employees at present and is in an urgent situation that is likely to continue for some time.
3. Covid caused a disruption in vacation plans for a year and a half resulting in additional cumulation causing the cap to become unrealistic.
4. With only four staff it is very difficult to arrange for adequate cover when one of the four is on vacation. This is especially true if they try catchup and use the cumulated time.
5. The District has adequate reserves and can accommodate greater cumulation.
6. There is an existing 50 day cap in place so that removing the 150% of annual cap would still leave the other cap in place.
7. The District should consider authorizing the option of a cash payout for regular vacation time exceeding 10 week days which is available in some of the other local Districts.

### **Requested Action:**

1. **Immediate lifting of the 150% cap to prevent blocking the continued regular vacation accrual.**
2. Direct the GM to amend the Handbook removing the 150% and leaving the 50 day cap. Please see attached track changes draft.
3. Consider a cash payout one time a year for part or all of regular vacation time exceeding 10 days.

Alan Gardner, GM

## A. Paid Leave Policy

The District's policy allows eligible employees to earn time off in accordance with their employment status and length of service and to use such earned time to take time off with pay under the guidelines stated in this policy.

Regular part-time employees' paid time off will be pro-rated according to their scheduled work hours. Categories of paid leave are provided, as outlined below:

### 1. Vacation

The District recognizes the value of rest and relaxation and encourages you to use all accrued vacation benefits. Regular full-time and part-time scheduled employees are eligible for paid vacation according to months of service. Vacation must be approved in advance by the General Manager.

Vacation is earned and accrued from the first day of employment as follows:

10 days per year – For the first 3 years

15 days per year – For the 4<sup>th</sup> through 10<sup>th</sup> year

18 days per year – For the 11<sup>th</sup> through the 15<sup>th</sup>

year  
21 days per year – After 16 years of employment

Time is prorated for part-time employees. Temporary and seasonal employees are not eligible and do not accrue vacation time.

For employees hired after January 1, 2005, there is a cap of 50 days of vacation accrual. Upon reaching the maximum accrual, vacation leave shall cease to accrue until the accrued vacation days are reduced below the maximum by usage of vacation leave.

~~Employees hired after June 1, 2019 may not accrue more than 150% of the annual vacation accrual rate applicable to them. Upon reaching the maximum accrual, vacation leave shall cease to accrue until the accrued vacation days are reduced below the maximum by usage of vacation leave. By way of example, an employee during his/her first three (3) years of employment may not accrue more than 15 days of vacation leave.~~

### **ITEM #3**

*Authorize \$15,000 for monthly housekeeping bills that are not coordinated with the Regular Meeting date and would be otherwise late each month.*

Agenda Item 3.

The item would establish a continuing monthly authorization of \$15,000 to pay housekeeping bills. Currently these bills come in after approval of the warrants list and are due prior to the next Board meeting. As a result, they are paid by District credit card, which also has a difficult due date.

It would damage the District's credit rating and future attempts to gain grants and/or loans to have a continuing history of late payments.

Any bills paid out of this continuing fund would be presented on the subsequent warrant list for Board review.

Staff recommends approval.

**EXAMPLE FOR AGENDA ITEM 3  
HOUSEKEEPING BILLS**

<b>VENDORS NAME</b>	<b>DESCRIPTION</b>	<b>Average Dollar Amount</b>
Appletree Answers	Answering service	\$446.70
AT&T	Internet; Phone/Fax	\$71.22
AT&T	Phone	\$202.80
AT&T	Phone	\$202.88
AT&T Mobility	Cell Phones; iPads	\$383.40
DEX.YP	Yellow Pages	\$15.50
Inland Business Systems	Photocopy Machine	\$180.08
Legacy Cleaning Services	Maryal office	\$160.00
PG&E	Gas	\$17.49
Sacramento County Utilities	Utilities	\$121.97
Smud	Account# 6190159	\$2,879.51
Smud	Account# 7000000179	\$5,632.80
Streamline	Website	\$200.00

**\$10,514.35**