

Los Cerritos Wetlands Authority

Date: August 1, 2019

To: Governing Board Members

From: David Edsall, Deputy Attorney General

Through: Mark Stanley, Executive Officer

Subject: Item 11: Consideration of resolution to ratify a professional services contract with Ginetta Giovinco of the law firm Richards Watson Gershon (RWG) to provide legal representation related to the matter of Puvunga Wetlands Protectors v. California Coastal Commission, et al, Los Angeles Superior Court Case No. 19STCP00435.

RECOMMENDED ACTION: That the Los Cerritos Wetlands Authority Governing Board (LCWA) ratify a professional services contract with Ginetta Giovinco of the law firm Richards, Watson & Gershon (RWG) to provide legal representation related to the matter of Puvunga Wetlands Protectors v. California Coastal Commission, et al, Los Angeles Superior Court Case No. 19STCP00435.

BACKGROUND: The LCWA 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. LCWA has been named as a real party in interest in the matter of *Puvunga Wetlands Protectors v. California Coastal Commission*, et al, Los Angeles Superior Court Case No. 19STCP00435. This lawsuit challenges a coastal development permit issued by the California Coastal Commission, which relates to the Land Swap Option Agreement (Option Agreement) entered into on September 2, 2016 with Los Cerritos Wetlands, LLC (the LLC). Thus, LCWA must retain outside counsel to represent it in this litigation.

Due to the need for attendance at a status conference in this matter that occurred on June 20, 2019, a contract for legal services was executed with Ginetta Giovinco of the law firm RWG. Exhibit A – RWG Contract including Fee schedule. This resolution requests the LCWA Board's ratification of this agreement.

FISCAL INFORMATION: Per the Land Swap Option Agreement entered into on September 2, 2016 with Los Cerritos Wetlands, LLC (the "LLC"), of which this lawsuit is related, the LLC shall indemnify and hold harmless the LCWA from any claims arising out of the entitlement process contemplated in the Option Agreement. Thus, LCWA has been and will continue to seek reimbursement for these litigation costs from the LLC.



Ginetta L. Giovinco

T 213.626.8484

F 213.626.0078

E ggiovinco@rwglaw.com

355 South Grand Avenue

40th Floor

Los Angeles, CA 90071-3101

rwglaw.com

June 14, 2019

VIA ELECTRONIC MAIL

Mr. Mark Stanley
Executive Officer
Los Cerritos Wetlands Authority
c/o Rivers and Mountains Conservancy
"El Encanto"
100 N. Old San Gabriel Canyon Road
Azusa, CA 91702

Re: **Legal Services Agreement – *Puvunga Wetlands Protectors v. California Coastal Commission, et al.***

Dear Mr. Stanley:

Richards, Watson & Gershon (the Firm) is very pleased to have the opportunity to provide legal services to the Los Cerritos Wetlands Authority (LCWA) in connection with the defense of the lawsuit entitled *Puvunga Wetlands Protectors v. California Coastal Commission, et al.* (Los Angeles County Superior Court Case No. 19STCP00435) (the Lawsuit). The Lawsuit challenges the California Coastal Commission's approval of a coastal development permit for an oil production project in the City of Long Beach. LCWA is named as a real party in interest in the Lawsuit.

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 letter also provides a disclosure as required under the Rules of Professional Conduct regarding our representation of two of LCWA's member agencies, the City of Seal Beach and the City of Long Beach, in separate and unrelated matters.

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:

Mr. Mark Stanley
Executive Officer
June 14, 2019

Page | 2

Los Cerritos Wetlands Authority (client)
California Coastal Commission (other party)
Beach Oil Minerals, LLC (other party)
City of Long Beach (other party)
Lyon Housing (Pumpkin Patch) XLV, LLC (other party)
Los Cerritos Wetlands, LLC (other party)
Puvunga Wetlands Protectors (adverse party)
Coastal Law Group (attorney for adverse party)
Marco A. Gonzalez (attorney for adverse party)
Livia B. Beaudin (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 middle 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 LCWA 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 LCWA 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.

Mr. Mark Stanley
Executive Officer
June 14, 2019

Page | 3

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

We rarely have fee disputes with clients. Nevertheless, LCWA 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, LCWA 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.

LCWA has the right to terminate our representation at any time. We have the same right, subject to our obligation to provide LCWA with reasonable notice to arrange alternative representation. In either circumstance, LCWA 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 LCWA 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.

Finally, consistent with our ethical obligations under the California Rules of Professional Conduct, we wish to formally disclose our representation of two of LCWA's constituent member agencies, the City of Long Beach and the City of Seal Beach in separate and unrelated matters. California Rules of Professional Conduct Rule 1.7(c) requires written disclosure when *"the lawyer has, or knows that another lawyer in the lawyer's firm has, a legal, business, financial, professional, or personal relationship with or responsibility to a party or witness in the same matter"*.

Mr. Mark Stanley
Executive Officer
June 14, 2019

Page | 4

The City of Long Beach is named as a real party in interest in the Lawsuit; we understand that Long Beach's position is aligned with that of LCWA in the Lawsuit. We are not representing Long Beach in the Lawsuit but we do serve as special counsel to Long Beach on various matters. We do not believe that our separate representation of Long Beach on separate and unrelated matters poses any significant risk to LCWA given that our engagement here is for a limited purpose – defense of the Lawsuit – and Long Beach is separately represented.

In addition, my colleague, Craig Steele, serves as City Attorney for the City of Seal Beach and our office therefore regularly handles legal matters for Seal Beach. We do not believe that there is any risk of a conflict regarding our representation of LCWA here because Seal Beach is not a party to the Lawsuit. Nonetheless, out of an abundance of caution, we provide this disclosure with respect to our role in Seal Beach.

Thank you again for this opportunity to assist LCWA with this matter. Please do not hesitate to contact me with any questions, and I look forward to working with you.

Very truly yours,



Ginetta L. Giovinco

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

Dated: _____

By: _____
Mark Stanley, Executive Officer

August 1, 2019 – Item 11

RESOLUTION 2019 - 10

RESOLUTION OF THE LOS CERRITOS WETLANDS AUTHORIZING
RATIFYING A PROFESSIONAL SERVICES CONTRACT WITH
GINETTA GIOVINCO OF THE LAW FIRM RICHARDS WATSON
GERSHON (RWG) TO PROVIDE LEGAL REPRESENTATION RELATED
TO THE MATTER OF PUVUNGA WETLANDS PROTECTORS V.
CALIFORNIA COASTAL COMMISSION, ET AL, LOS ANGELES
SUPERIOR COURT CASE NO. 19STCP00435

WHEREAS, the Los Cerritos Wetlands Authority (Authority) has been established between the Coastal Conservancy, the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy, the City of Seal Beach and the City of Long Beach to facilitate the acquisition, protection, conservation, restoration, maintenance and operation an environmental enhancement of the Los Cerritos Wetlands; and

WHEREAS, the LCWA has further been established to focus on projects which will provide open space, habitat restoration, and watershed improvement projects within the Los Cerritos Wetlands; and

WHEREAS, this action is exempt from the environmental impact report requirements of the California Environmental Quality Act (CEQA); NOW

Therefore be it resolved, that the LCWA hereby:

1. FINDS that the actions contemplated by this resolution are exempt from the environmental impact report requirements of the California Environmental Quality Act.
2. FINDS that this action is consistent with the purposes and objectives of the LCWA.
3. ADOPTS the staff report dated August 1, 2019.
4. AUTHORIZES and RATIFIES execution of a professional services contract with Ginetta Giovinco of RWG to provide legal representation related to Puvunga Wetlands Protectors v. California Coastal Commission, et al., Los Angeles Superior Court Case No. 19STCP00435.

~ End of Resolution ~

Passed and Adopted by the Board of the LOS CERRITOS WETLANDS AUTHORITY
on August 1, 2019

Sam Schuchat, Chair

ATTEST:

David Edsall, Jr.
Deputy Attorney General