



PUBLIC NOTICE
Special Meeting of the:
Honey Lake Valley Resource Conservation District
Attachments available 10/06/20 at

www.honeylakevalleyrcd.org
170 Russell Ave. Suite C
Susanville, CA 96130
530-257-4127 ext. 100

Date: Wednesday, October 07, 2020

Location: **HELD REMOTELY Via ZOOM**

This Virtual Meeting is held pursuant to Executive Order N-29-20 issued by Governor Newsom on March 17, 2020 that directs Californians to follow public health directives including canceling large gatherings. The Executive Order also allows local legislative bodies to hold meetings via conference calls while still satisfying state transparency requirements. Executive Order N-33-20, prohibits people from leaving their homes or places of residence except to access necessary supplies and services or to engage in specified critical infrastructure employment.

Note: Pursuant to the Brown Act, Section 54953(b)(2). Section (b) (2) requires that all votes taken during a teleconference meeting shall be by roll call. Any agenda item may be discussed in a different order, if necessary. The Board may take action whether items are listed as action, information or discussion. The meeting is being held solely by remote means and will be made accessible to members of the public seeking to attend and address the Board solely through the phone number set forth below.

Join Zoom Meeting

Honey Lake Valley Resource Conservation District is inviting you to a scheduled Zoom meeting.

Topic: HLVRCD Special Meeting

Time: Oct 7, 2020 04:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/86465941709?pwd=ZFNOMWlmQ0RHZW12THllci9JNmNGZz09>

Meeting ID: 864 6594 1709

Passcode: 434059

Find your local number: <https://us02web.zoom.us/u/keaT9dgY1U>

Time: 4:00 PM

AGENDA

NOTE: THE HONEY LAKE VALLEY RESOURCE CONSERVATION DISTRICT MAY ADVISE ACTION ON ANY OF THE AGENDA ITEMS SHOWN BELOW.

NOTE: IF YOU NEED A DISABILITY-RELATED MODIFICATION OR ACCOMMODATION, INCLUDING AUXILIARY AIDS OR SERVICES, TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT THE DISTRICT OFFICE AT THE TELEPHONE NUMBER AND ADDRESS LISTED ABOVE AT LEAST A DAY BEFORE THE MEETING.

I. CALL TO ORDER. PLEDGE OF ALLEGIANCE. ROLL CALL

II. APPROVAL OF AGENDA

Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity.

III. PUBLIC COMMENT

Per RCD Board Policy No. 5030.4.1, during this portion of the meeting, any member of the public is permitted to make a brief statement, express his/her viewpoint, or ask a question regarding matters related to the District. Five (5) minutes may be allotted to each speaker and a maximum of twenty (20) minutes to each subject matter.

Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity.

IV. ITEMS FOR BOARD ACTION AND/OR DISCUSSION – RCD

A. Consideration and approval to change banking institutions.

Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity

B. Consideration and approval to make job offer for Soil Conservation Technician position.

Tie to the Strategic Plan: Strategic Issue 1 – Build HLVRCD leadership & organizational capacity

V. ITEMS FOR BOARD ACTION AND/OR DISCUSSION– WATERMASTER

A. Consideration and approval of a legal services agreement with Harper & Bums LLP (attachment).

Tie to the Strategic Plan: Strategic Issue 1.4 – Watermaster services are professionally provided.

IX. ADJOURNMENT

The next Honey Lake Valley RCD meeting will be October 22, 2020, 5:30pm PDT. The location is the USDA Service Center, 170 Russell Avenue, Suite C, Susanville, CA.

I certify that on Tuesday, October 06, 2020 agendas were posted as required by Government Code Section 54956 and any other applicable law.

Andrea Stuemky – HLVRCD District Manager



harper & burns LLP
ATTORNEYS AT LAW

William P. Curley III
wcurley@harperburns.com

October 1, 2020

Chairman Jesse Claypool
Honey Lake Valley Resource Conservation
District and Watermaster
120 Fair Drive
Susanville, California 96130

RE: Your consideration of a legal services agreement with
Harper & Burns LLP.

Dear Chairman Claypool:

It has been a true pleasure serving the Board, your staff, and the community over these past years. As I have noted, I have become a member of the highly respected law firm of Harper & Burns LLP. I believe I and my partners will be able to maintain or perhaps improve upon the level of service I have been able to offer you with my prior firm.

I have included a proposed legal services agreement for you and the Board's consideration. Should you have questions about this proposed agreement, I am happy to discuss them with you or the Board. I also confirm that there are no outstanding invoices from me for any legal services provided in July, August, or September 2020.

I thank you for your ongoing courtesy, wisdom and professionalism and good humor during our time working together and, it is very much appreciated.

Hoping you all stay safe and well during these challenging times.

Sincerely,

William P. Curley III
For Harper & Burns LLP

Enclosure(s)

**AGREEMENT FOR LEGAL AND
DISTRICT GENERAL COUNSEL SERVICES**

THIS AGREEMENT, is made and entered into by and between the Honey Lake Valley Resource Conservation District, (hereinafter the "District") and the law firm of Harper & Burns, LLP ("hereinafter the "Firm") and shall be deemed dated and effective as of _____.

WITNESSETH:

The parties hereto agree as follows:

SECTION 1. RECITALS. This Agreement is made and entered into with respect to the following facts:

- A. District has engaged the services of Harper & Burns LLP to act as District General Counsels for the Honey Lake Valley Resource Conservation District and as counsel to the District as Watermaster, as established by the Court, and to perform all legal services requested in conjunction therewith by this Agreement; and
- B. The Firm has agreed to provide legal services, in the time, manner, and for the compensation, as hereinafter set forth; and

SECTION 2. LEGAL SERVICES. The Firm shall perform the following legal services for the District:

- A. The District's District General Counsel is designated as William P. Curley III. The District General Counsel shall attend all meetings of the District unless excused by the General Manager or Board; and
- B. Provide legal advice and opinions on all matters affecting the District when requested by the District or Watermaster, a department head, Deputy Watermaster other members of District management as designated by the General Manager, except when prevented from doing so by a legal conflict; and
- C. Attend other meetings of boards, commissions, committees, and staff members of the District or Watermaster as directed by the Board, Watermaster or General Manager; and
- D. Prepare resolutions and ordinances, review and approve as to legal form all District or Watermaster contracts, agreements, and documents as requested and perform such other duties and responsibilities, and
- E. Undertake prosecution of violations of District or Watermaster ordinances, policies, order or decisions as directed to do so by the Board, Watermaster or General Manager; and

F. Represent the District or Watermaster in civil litigation to which the District is a party at the direction of the District General Counsel. At the outset of each matter of litigation (other than code violations), the District General Counsel shall cause a written estimated litigation budget to be prepared and presented to the General Manager. The District General Counsel and General Manager (or General Manager's designee) shall monitor the expenditures and provide updates to the District General Counsel (or General Manager) at regular intervals to be determined on a case-by-case basis; and

G. The General Manager is hereby authorized to meet with the District General Counsel to discuss service and performance levels at any time during this Agreement, and to bind the District General Councils to items including, but not limited to, a schedule of regular office hours and standard response times to service requests specialty projects, expert advice from third parties and any action necessary or desirable for the health, safety and welfare of the District. In addition, the District General Counsel shall maintain a list of pending work assignments and shall provide progress reports thereon to the General Manager as directed by the General Manager.

H. The District General Counsel shall retain the right to direct that special counsel other than the Firm perform legal work for the District or any of its related entities but shall require the Firm to oversee and report on the third-party representation.

SECTION 3. DESIGNATION OF DISTRICT GENERAL COUNSEL.

A. William P. Curley III ("Curley") shall be appointed District General Counsel for the District and Watermaster. Such appointee shall serve at the pleasure of the Board as subject to this Agreement.

SECTION 4. COMPENSATION. The Firm shall be compensated by District for the performance of such services as follows:

A. The Firm shall be compensated, apart from reimbursable expenses, as set forth on "Attachment 1" hereto

B. Legal Services Provided by District General Councils other than Designated District General Counsel. The Firm and Assistant District General Counsel shall be compensated for the performance of legal services by District General Councils other than the designated District General Counsel in accordance with this Agreement.

C. Compensation Adjustments. On or before the anniversary date of this Agreement in each year occurring during the term of this Agreement, Firm shall submit to the General Manager for review and approval a Schedule of Honey Lake Valley Resource Conservation District's Billing Rate(s) setting forth the hourly rates or retainer terms, or both, and the rates therefore which will be effective commencing on each said _____ through and including _____ of the following calendar year.

Prior to _____ of each year occurring during the term of this Agreement, Firm shall supply to the General Manager calculations which result in an increase or decrease in the

District General Counsel's hourly rate based upon such cost of living adjustment, for review and recommendation by General Manager and approval by the District General Counsel. Such cost of living adjustments shall be effective commencing on and after the date agreed upon.

D. Non-Billable Time. District General Counsel shall not bill for non-productive time, such as non-approved travel time.

E. Reimbursable Expenses. The Firm shall be entitled to reimbursement for all expenses incurred by it in the performance of legal services hereto, provided that the same are first approved or requested by the Board or the General Manager. Reimbursable expenses to which Firm shall be entitled shall include, but are not limited to, duplication costs; word processing costs; mileage, in amounts as authorized for other District officers or employees except that non-productive mileage between Firm's offices and Honey Lake Valley Resource Conservation District offices shall not be reimbursable; extraordinary telephone and telecommunication costs; extraordinary mail costs; messenger services; and other costs customarily made as part of the performance of legal services by Firm. The designated District General Counsel shall be entitled to reimbursement for the cost of attending professional conferences and seminars as approved or directed by the Board or General Manager.

SECTION 5. PAYMENT FOR SERVICES. The Firm shall submit monthly invoices to the District for all services provided and costs incurred pursuant to the terms of this Agreement. Said statements shall clearly set forth by date the type of work performed, the time spent on a task and the District General Counsel performing the task. Payment to Firm shall be made by the District within thirty (30) days of receipt of the invoice, except for those specific items on the billing which are contested or questioned and returned by the District with written response to any invoice contested or questioned and further, upon a request of District, provide District with any and all documents related to the service or costs. No charge shall be made for time expended in providing this information to the District.

SECTION 6. TERM. The term of this Agreement shall commence on _____ and shall continue for an initial four (4) year term and consecutive terms thereafter unless terminated by either party hereto. Firm may terminate this Agreement on the giving of thirty (30) days written notice to the District of such determination. If such determination notice is given, the same shall be effective on the thirtieth (30th) day after the giving of such notice. Firm will comply with all obligations required of it pursuant to the State Bar Act in connection with such termination and the transition to replacement counsel. District may terminate this contract at will, subject to its term and upon payment of all compensation due for the term, and all reimbursable expenses, without cause or prior notice, upon the majority vote of the District General Counsel. Firm shall be compensated for its service rendered through and including the effective date of such termination.

SECTION 7. ANNUAL PERFORMANCE REVIEW. During the month of July of each year during the term of this Agreement, the General Manager shall meet with each District department head and review written comments provided by the department head regarding the performance of the District General Counsel's office. The comments shall address the quality of legal work performed by the firm, the timeliness of the work, the availability of the District General

Counsels, and their attitude and willingness to perform requested services in a timely and effective manner. During the month of August of each year, the General Manager and District General Counsel shall meet with the District General Counsel to discuss the performance of the District General Counsel's office based upon the General Manager's meetings with the department heads, the General Manager's own observations, and the District General Counsel's views on the District General Counsel's performance for them.

SECTION 8. NOTICES. Notices required pursuant to this Agreement shall be given by personal service upon the party to be notified, or by delivery of same to the custody of the United States Postal Service, or its lawful successor, postage prepared and addressed as follows:

DISTRICT:	Honey Lake Valley Resource Conservation District 120 Fair Drive Susanville, CA 96130 Atten: General Manager	FIRM: Harper & Burns LLP 453 South Glassell Street Orange, California 92866 Attn: Managing Partner
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Service or notice by personal service shall be deemed to have been given as of the date of such personal service. Notices given by deposit with the United States Postal Service shall be deemed to have been given two (2) consecutive calendar days following the deposit of the same in the custody of said Postal Service.

SECTION 9. INDEMNITY. The Firm does hereby agree to hold the District, and its elected and appointed officers and officials, employees, and other agents free and harmless of any claim, demand, or judgment that may arise based upon personal injury or damage to property or to a third party arising out of any error or negligent omission by Firm regarding the performance of services hereunder.

SECTION 10. INSURANCE REQUIREMENTS. The Firm shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees and professional errors and omissions insurance providing not less than one million dollars (\$1,000,000) coverage.

Firm, and each District General Counsel of the Firm, shall be due and allowed to utilize all statutory, common law, and other applicable defenses, immunities, and causes of action due to a District employee under the California Government Code, common/case law and any other applicable law, regulation, or policy. Further, the designated District General Counsel, and associates are designated as public officials, public officers, or District officials for all purposes.

SECTION 11. GENERAL PROVISIONS.

A. The Firm shall not assign this Agreement, or any of the rights, duties, or obligations hereunder. It is understood and acknowledged by the parties that Firm is uniquely qualified to perform the services provided for in this Agreement.

B. In the event an instance of conflict of interest arises with another client, the Firm will protect the best interests of the District and will take all necessary actions, to resolve or eliminate the conflict situation. If the circumstance cannot be lawfully avoided or resolved, the Firm will undertake to recommend substitute counsel to protect the interests of the District.

C. The Firm is and shall always remain as to the District a wholly independent contractor serving as a public official. Neither the District nor any of its officers, employees, servants, or agents shall have control over the conduct of Firm or any of Firm's officers, employees, or agents. The Firm, not at any time or in any manner, represent that it or any of its officers, employees, or agents are in any manner employees of the District. District acknowledges and agrees that the District General Counsel and the Firm lawyers will need to represent to others the relationship to the District and shall enjoy and apply all rights, powers, and privileges attendant thereto.

D. In the performance of this Agreement, the Firm shall not engage in discrimination in employment of persons because of the age, race, color, sex, national origin or ancestry, or religion of such persons unless it is requested by the employee in writing.

E. Nothing contained in this Agreement shall be deemed, construed, or represented by the District or the Firm to any third person to create a relationship of principal or agent, or of a partnership, or of a joint venture, or of any other association of any kind or nature between the District and the Firm.

F. This Agreement constitutes the entire agreement of the parties concerning the subject matter hereof and all prior agreements or understandings, oral or written, are hereby merged herein. This Agreement shall not be amended in any way except by a writing expressly purporting to be such an amendment, signed, and acknowledged by both of the parties hereto.

G. Should interpretation of this Agreement, or any portion thereof, be necessary, it is deemed that this Agreement was prepared by the parties jointly and equally, and shall not be interpreted against either party on the ground that the party prepared the Agreement or caused it to be prepared.

H. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless executed in writing by the party making the waiver.

SECTION 12. OWNERSHIP OF DOCUMENTS.

A. The Firm shall maintain complete and accurate records with respect to costs, expenses, receipts, and other such information required by District that relate to the performance of services under this Agreement. The Firm shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Firm shall provide free access to the representatives of District or its designees at reasonable times to such books and records, shall give District the right to examine and audit said books and records, shall permit District to make transcripts therefrom as necessary, and shall allow inspection of all

work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the District and may be used, reused or otherwise disposed of by the District without the permission of the Firm. With respect to computer files, the Firm shall make available to the District, upon reasonable written request by the District, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

SECTION 13. LICENSES. At all times during the term of this Agreement, the Firm shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement, at its own sole cost and expense.

SECTION 14. GOVERNING LAW. The District and the Firm understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement.

SECTION 15. LITIGATION. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the District of Honey Lake Valley Resource Conservation District. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable District General Counsel fees and litigation expenses for the relief granted.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their representatives as follows:

**HONEY LAKE VALLEY RESOURCE
CONSERVATION DISTRICT**

HARPER & BURNS LLP

General Manager

Managing Partner

ATTACHMENT "1"

Firm Partner District General Counsel	\$240.00 / hr.
District General Counsel – Associates	\$210.00 / hr.
Paralegal	\$175.00 / hr.
Administrative Assistant	\$150.00 / hr.
Computer Services	Actual Cost
Third – Party Services	Actual Cost.
Legal Interns / Law Clerks	\$90.00 / hr.
All Other Services/Travel/Hospitality	Actual Cost.