

TRUCKEE TAHOE AIRPORT DISTRICT
BOARD OF DIRECTORS AGENDA ITEM SUMMARY

Topic:	Report and Recommendation – Legal Services Selection Ad Hoc Committee		
Purpose	Information:	Guidance:	Decision: X
Recommendation	<p>The Legal Services Selection Ad Hoc Committee and Staff recommend the Board of Directors select the Law Office of Collinson & LaChance as General Counsel for the Airport District.</p> <p>Authorize the Board President to enter into a retainer agreement with the Law Offices of Collinson & LaChance.</p>		
Last Action	<p>The Airport District has been represented by the Law Office of Brent P. Collinson for the past 9 years. The current retainer agreement with Mr. Collinson has been in place since Sept. 2004. In August of 2013, the Airport District decided to issue a Request for Proposals for legal services as it had been 9 years since the last RFP. At the same meeting the Board selected Directors Wallace and Morrison to serve as the Legal Services Selection Ad Hoc Committee.</p> <p>This proposal is for Airport District General Counsel. The Airport District has retained specialized legal Counsel in the areas of Aviation Law (Peter Kirsch of Kaplan, Kirsch, and Rockwell) and Human Resource Law (Kevin Dale of Atkinson, Andelson, Loya, Ruud, Romo).</p>		
Discussion	<p>The RFP was issued the last week of August 2013 with proposals due on Oct. 9, 2013. The District received proposals from: 1) The Law Offices of Brent P. Collinson of Truckee, 2) Taggart and Taggart of Carson City, 3) Robert V. Cohune of Truckee, and 4) Steve Gross of Porter Simon of Truckee. The Ad Hoc Committee reviewed all applicant submittals, discussed the merits of each proposal, and selected Brent Collinson and Steve Gross for further consideration and interviews.</p> <p>The Ad Hoc Committee met on January 24th to interview candidates and consider the merits of each proposal in detail. The Committee considered the following in their deliberations:</p> <ul style="list-style-type: none">• Legal training and years of practice (including dates of admission to the California Bar). Years of special district, municipal or other local public sector law practice as a full-time local government attorney and/or in a private law office specializing in local government and special districts.• Availability, client load, and ability to dedicate resource to meet District needs.• Knowledge of, and experience with, California Municipal and/or Special District Law and/or other public sector experience.• Types of clients represented and years representing each.		

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- Litigation experience and demonstration of a good court track record. Knowledge and practice of law relating to special district law, aviation, land use planning, environmental law including the California Environmental Quality Act (CEQA), risk management, and other related law.
- Experience in the area of contract law.
- Experience in the area of aviation law.
- Experience in the area of personnel, disability rights and obligations, worker's compensation, employee relations and negotiations, and employee discrimination claims.
- Experience in the preparation and review of ordinances and resolutions
- Experiences in the area of Public Records Act, the Brown Act and Conflict of Interest laws and regulations.
- Intended office location and accessibility to the District.
- Scholastic honors and achievements.

Detailed answers to these questions as prepared by the candidates were reviewed and considered by the Ad Hoc Committee and staff and are attached to the Staff Report for Board review.

While both candidates have strong credentials, the Ad Hoc Committee concluded that Mr. Collinson can best meet the ongoing and developing needs of the District. In addition the Ad Hoc Committee, in consultation with the General Manager and staff, agree that the District should continue the policy of employing specialized legal counsel in specific areas when situations and conditions warrant. (example – specialized counsel for aviation and H.R. Law)

Fiscal Impact	The District typically expends \$40,000 to \$60,000 per year on legal services.
Communication Strategy	Both Staff and the Ad Hoc Committee worked closely together to form the recommendation. Airport District legal counsel is primarily a function and position that is utilized and referenced internally. In staff's opinion, Mr. Collinson shares the District's community outreach vision and commitment.
Attachments	Request for Proposals RFP submittals from Brent P. Collinson and Steve Gross.

**TRUCKEE TAHOE AIRPORT DISTRICT
REQUEST FOR PROPOSALS
GENERAL LEGAL SERVICES**

Services Requested

The Board of Directors of the Truckee Tahoe Airport District (TTAD) invites interested law firms and individuals with a minimum of five years of Special District, County, and/or municipal law experience to submit written proposals to provide general legal services to TTAD. As Airport District Attorney, the selected law firm or individual will be expected to provide a wide range of legal services to the District. The Airport District Attorney is selected by the Board of Directors and works closely with the General Manager and other District staff.

History of the Position

The current TTAD Attorney has served since 2004. As a private contractor the Airport District Attorney attends Board meetings and provides advice and counsel to the Board of Directors and staff on an as needed basis hourly for approximately 30 hours a month. The average annual budget for those services is approximately \$30,000. The District also retains specialized legal counsel to assist with HR and Aviation specific legal issues.

Submittal Guidelines

Law firms or individuals interested in submitting proposals for Airport District Attorney shall submit eight complete copies of the proposal, with a proposed contractual agreement, in a sealed envelope bearing the caption "TTAD – General Legal Services Proposal". The envelope shall be addressed to:

Kevin Smith, General Manager
Truckee Tahoe Airport District
10356 Truckee Airport Road
Truckee, CA 96161

Proposals may be submitted in person or by mail to the Administrative Office but must be received in the office no later than 4:00pm on Oct. 9, 2013. Late proposals will not be considered. All proposals are deemed confidential and will be retained by TTAD.

The Board of Directors reserves the right to reject all proposals, to request additional information concerning any proposal for purpose of clarification, to accept or negotiate any modification to any proposal following the deadline for receipt of all proposals, and to waive any irregularities if such would serve the best interests of the District as determined by the Board of Directors.

All inquiries regarding the Request for Proposals and current legal services of the District should be directed to Kevin Smith at the above address or by telephone at 530-587-4119 ext 105 or email at ksmith@fly2trk.com.

Background

The Truckee Tahoe Airport is owned by the Truckee Tahoe Airport District and serves as the primary airport for eastern Placer and Nevada Counties, Truckee, and north Lake Tahoe communities. The Airport is located in the Martis Valley, an environmental and noise sensitive area, 7 miles north of Lake Tahoe's north shore. The airport is situated among residential neighborhoods on three sides. Currently the Airport has no scheduled air carrier services and no apparent community interest in pursuing commercial service and Part 139 Certification. The Airport District desires to maintain its General Aviation status and continue to serve and provide resources to the General Aviation community. The District's mission is to providing high quality aviation facilities and services while balancing community needs, quality of life, and safe guarding the authenticity of Truckee and the north Lake Tahoe communities.

Requested Information

The proposal must provide specific and succinct answers to all questions and requests for information. Indirect, imprecise, or incomplete responses can serve only to the disadvantage of the applicant. Submission of individual resumes is optional but encouraged, although resumes alone will not be considered responsive to any specific questions.

1. Please describe the nature of your practice or your law firm's practice and your qualifications for providing general legal services for the TTAD. Please provide a professional chronology of the individual who will be designated to serve as Airport District Attorney as well as for others who you anticipate will be involved in providing legal services to the District.
2. Please provide the overall capabilities, qualifications, training and areas of expertise for each of the principals, partners and associations of the law firm, including the length of employment for each person and his/her area of specialization.
3. For the person whom you propose to designate as Airport District Attorney, and for each person you propose to designate as a deputy or back-up, please provide the following:
 - Legal training and years of practice (including dates of admission to the California Bar). Years of special district, municipal or other local public sector law practice as a full-time local government attorney and/or in a private law office specializing in local government and special districts.
 - Knowledge of, and experience with, California Municipal and/or Special District Law and/or other public sector experience.
 - Types of clients represented and years representing each.
 - Litigation experience and demonstration of a good court track record. Cite examples. Knowledge and practice of law relating to special district law, aviation, land use planning, environmental law including the California Environmental Quality Act (CEQA), risk management, and other related law.
 - Experience in the area of contract law.

- Experience in the area of aviation law.
 - Experience in the area of personnel, disability rights and obligations, worker's compensation, employee relations and negotiations, and employee discrimination claims.
 - Experience in the preparation and review of ordinances and resolutions
 - Experiences in the area of Public Records Act, the Brown Act and Conflict of Interest laws and regulations.
 - Intended office location and accessibility to the District.
 - Scholastic honors and achievements.
 - If the firm/individual, or any of the attorneys employed by the firm, have ever been sued by cities, counties, special districts, or other clients for malpractice, been the subject of complaints filed with the State Bar, or had discipline imposed by the State Bar, please provide information on the nature of the incident, the dates from which the matter began and was concluded, and the results of the situation.
4. Describe the staffing of your office (if applicable), including all permanent and temporary employees and their general duties and work schedules. Include any staffing changes you would propose should you be awarded the contract to provide general legal counsel services for the District.
 5. Describe how you would structure the working relationship between the appointed attorney and the Board of Directors, the General Manager, Department Heads and other members of District staff.
 6. Define the standard time frames for response by the Attorney to direction and/or inquiry from the Board of Directors, General Manager or other District staff.
 7. Describe the systems or mechanisms that would be established for monthly reporting of status of projects, requests or litigation.
 8. Describe the computer resources currently utilized in your office. The District presently uses Microsoft Word for Windows word-processing software and compatibility with that software is necessary. The District will also require the Airport District Attorney's office to maintain electronic mail services.

Current Clients/Conflict of Interest

1. Please list all current or former clients residing in, having an interest in a business or owning an interest in property within the TTAD boundaries within the past three years.
2. Please list all public clients for which you or your firm currently provide services under a fee for services basis or on a retainer basis. Please identify any foreseeable or potential conflicts of interest which could result from such representation and the manner in which you would propose to resolve such conflicts.
3. For the person designated to be the Airport District Attorney, please list all public clients that person presently represents as attorney or general counsel. Please

list the meeting dates and times for the city council or governing bodies of these clients.

Compensation or Reimbursement

Please describe how the firm intends to provide legal services, either on a flat-rate monthly retainer (state the amount of the retainer), or on an hourly or different basis. Basic services, for the purpose of this proposal, shall include those legal services generally understood within the field of special district or municipal law to fall within the category of "general counsel" work, and shall include, but not necessarily be limited to, the following:

- Routine legal advice, telephone and personal consultations with the Board of Directors and District staff.
- Assistance in the preparation and review of policies, resolutions, agreements, contracts, forms, notices, certificates, deeds and other documents required by the District.
- Attendance at all Board of Directors regular and special meetings. Meetings are held on the fourth Wednesday of every month at 4:00 PM.
- Attendance at other Board, commission and committee meetings as required. Airport Community Advisory Team (ACAT) meets on the second Tuesday of each month and may require attendance from time to time.
- Attendance at staff meetings and meetings with District staff as needed.
- The rendering of legal advice and opinions concerning legal matters that affect the District.
- The handling of District personnel matters, including employee disciplinary and grievance matters. The General Manager also retains specialized legal counsel to assist with personnel and human resource issues.
- Legal work pertaining to property acquisitions, property disposals, public improvements, easement dedications, right of way abandonments.
- The monitoring of pending and current state and federal legislation and court decisions as appropriate.
- The coordination of outside legal counsel as needed and as directed by the Board of Directors and the General Manager.

Please define what type of work you would consider to be extra or special work which would be billed in addition to basic services. Please state the hourly rates for the designated Airport District Attorney and associates for such specialized services.

If hourly billing is preferred, please state the hourly rates for designated Airport District Attorney and associates for general work and for special services such as litigation, if such services will be billed at a different hourly rate.

Please define the type and unit rates for reimbursement for expenses such as mileage, reproduction of documents, faxed documents, work processing charges, etc.

Professional References

Please provide three professional references for the individual designated as Airport District Attorney. Please include for each reference an address and work telephone number.

Evaluation and Selection Process

All proposals must be received in the Airport Administrative Office by 4:00 pm on October 9, 2013. Proposals will be screened and the top candidates will be selected by the Board of Directors or a subcommittee appointed by the Board of Directors. The qualifications for the top candidates will be verified and references will be checked. In reviewing the proposals, the District will carefully weigh:

- Depth and breadth of experience and expertise in the practice of law, most specifically in those areas most often encountered in special district and/or municipal government operations;
- Capability to perform legal services promptly and in a manner that permits the Board of Directors and staff to meet established deadlines and to operate in an effective and efficient manner;
- Degree of availability for quick response to inquiries that arise out of day to day operating questions and problems;
- The written client services policies of your firm, if provided;
- Degree to which the Board determines the candidate is service-oriented, actively involved in the business of the District, creative in finding solutions and pro-active in helping District officials and staff avoid legal pitfalls;
- Degree to which firm and/or individual attorneys stay current through continued professional development and active communication with practitioners in the municipal law fields;
- Communication skills;
- Cost of services;
- Other qualifications/criteria as deemed appropriate by the Board of Directors.

The Board of Directors or an appointed ad hoc committee of Board Members with assistance from Airport staff will conduct interviews with the final candidates and make the final selection.

A subcommittee appointed by the Board of Directors will negotiate the terms and conditions of a contract with the individual or law firm selected. The contract will require that any law firm selected as Airport District Attorney maintain general liability, automobile, worker's compensation and errors and omissions insurance in a form and amount acceptable to the Board of Directors. The contract will also contain provisions requiring the selected individual to law firm to indemnify the District and providing that the Airport District Attorney is an independent contractor serving at the will of the Board of Directors. Provisions will also be included in the contract allowing the Board of Directors to terminate the agreement, at its sole and entire discretion, upon the provision of notice.

The Board of Directors will formally approve the contract and appoint the next Airport District Attorney. Services to the District are anticipated to begin in January 1, 2014. It is anticipated the selected firm or individual will work with the current Airport District Attorney to insure a smooth transition and transfer of his institutional knowledge.

On behalf of the Board of Directors and the staff of the TTAD, thank you for your consideration and efforts.



Law Office of Brent P. Collinson

serving our local communities since 1979

Brent P. Collinson • Jason LaChance
attorneys at law

587-9233
bcollinsonlaw.com

**Truckee Tahoe Airport District
Proposal for Professional Services
Airport District Legal Counsel**

LAW OFFICE OF BRENT P. COLLINSON
ATTORNEYS AT LAW

BRENT P. COLLINSON
JASON LACHANCE

LOCATED AT:

MARTIS VALLEY PROFESSIONAL CENTER
9709 HIGHWAY 267, SUITE A
TRUCKEE, CA 96161
Phone (530) 587-9233 • Fax (530) 587-0443
www.bcollinsonlaw.com

Legal Counsel Ad hoc Review Committee

Re: Proposal for Legal Services

Dear Committee Members and Support Staff:

It is with great pleasure that we submit the following Proposal for Legal Services. As you know, we have had the honor of representing the Airport District since 2004. Although it is our hope that our past services are sufficient to earn our continued service to the Airport District, it is understood that in order to properly serve the public, it is appropriate to occasionally review what other firms are available and willing to act as the District's legal counsel.

Our office has enjoyed the working relationships we have had with staff and the board these past nine years. We firmly believe that the Airport District has been an essential asset in this region, and we have enjoyed the passion that the Airport District has put into community involvement and bettering our area as a whole in so many respects. We are excited about the future of the Airport District and want to ensure you that, should you choose our office to continue to serve you in the role of legal counsel, we will do whatever it takes to represent you in the most efficient, ethical, and productive way possible.

We strongly believe and hope that upon review of our Proposal, you will conclude that we should continue serving the District as we have been doing since 2004.

Thank you for your time and consideration of our Proposal.

Yours truly,


BRENT P. COLLINSON


JASON LACHANCE

**TRUCKEE TAHOE AIRPORT DISTRICT
PROPOSAL FOR PROFESSIONAL SERVICES
AIRPORT DISTRICT LEGAL COUNSEL**

❖ REQUESTED INFORMATION

1. *Please describe the nature of your practice or your law firm's practice and your qualifications for providing general legal services for the TTAD. Please provide a professional chronology of the individual who will be designated to serve as Airport District Attorney as well as for others who you anticipate will be involved in providing legal services to the District.*

The Law Office of Brent P. Collinson is a full-service law firm emphasizing public agency representation, business, contracts, real estate, estate planning/probate, family law, and landlord/tenant matters. The Office has two full-time attorneys, an office manager/paralegal, a bookkeeper, and seasonal filing staff.

- Brent P. Collinson would be designated as the primary legal counsel. Mr. Collinson has been a licensed California attorney since 1979 and obtained his federal license to practice in the Eastern District of California that same year. Mr. Collinson has spent his entire practice in Truckee, California. He was an associate attorney for George L. Pifer from 1979 through 1980; an associate attorney for Richard J. Schneider from 1981 through 1982; Partner at Schneider, Collinson, Lowe and Lange from 1983 through 1985; and Principal at the Law Office of Brent P. Collinson from 1986 through the present date.
 - Jason LaChance would be designated as secondary legal counsel. Mr. LaChance has been a licensed California attorney since 2004 and obtained his federal license to practice in the Eastern District of California in 2010. Mr. LaChance has also spent his entire practice in Truckee, California. Mr. LaChance was a contract attorney for Jude M. Koenig from 2004 to 2005; and an associate attorney for the Law Office of Brent P. Collinson from 2005 through the present date.
2. *Please provide the overall capabilities, qualifications, training and areas of expertise for each of the principals, partners and associates of the law firm, including the length of employment for each person and his/her area of specialization.*

Currently the Law Office of Brent P. Collinson is general legal counsel for Truckee-Tahoe Airport District, Truckee Fire Protection District, as well as Truckee Cemetery District.

- Brent P. Collinson has represented public agencies since 1979. Mr. Collinson has represented Truckee Fire Protection District from 1979 through the present, Truckee-Tahoe Airport District from 2004 through the present, Truckee Cemetery District from 1984 through the present, Fallen Leaf Lake Community Service District from 1998 to 2011, Squaw Valley

County Water District (currently known as the Squaw Valley Community Services District) from 1979 through 1983, Truckee Sanitary District from 1981 through 1986, and has been designated special counsel for various special districts (i.e., Truckee Donner Recreation and Park District, Tahoe Forest Hospital District, and Alpine Springs County Water District). Both Mr. Collinson's and Mr. LaChance's representation of special districts has included services ranging from general counsel at general and special meetings to providing full-service litigation representation in numerous matters. Mr. Collinson has provided transactional and litigation representation in the areas of real estate, business, estate planning and family law. Mr. Collinson has attended programs presented by the American Association of Airport Executives, California Special District Association, CalTrans Aeronautics Division, and other continuing education programs for public agency attorneys, as well as general continuing education programs. Mr. Collinson has experience as public agency board member in his current volunteer position as a board member for the Truckee Tahoe Airport Land Use Commission, representing the Airport District as the Placer County representative. Mr. Collinson has provided numerous pro bono services for residents in the Truckee-Tahoe area and has handled the incorporation of numerous community non-profit corporations as part of such pro bono services.

- Jason LaChance has represented public agencies since 2005. He has worked with the Law Office of Brent P. Collinson and has represented Truckee Fire Protection District from 2005 through the present, Truckee-Tahoe Airport District from 2005 through the present, Fallen Leaf Lake Community Service District from 2005 to 2011, and Truckee Cemetery District from 2005 through the present. Mr. LaChance's litigation experience with special districts started in 2007 when he defended Truckee Fire Protection District in a matter involving a County Service Area and successfully worked, along with Mr. Collinson, in settling the matter in order to avoid unnecessary litigation and provide the client with a satisfactory outcome. Mr. LaChance has provided transactional and litigation representation in the areas of real estate, business, landlord/tenant, estate planning, and family law. Mr. LaChance has attended California Special District Association ("CSDA") programs and other continuing education programs for public agency attorneys, as well as general continuing education programs. Mr. LaChance conducts a Pro Bono Legal Clinic for Tahoe Forest Church.

3. *For the person whom you propose to designate as Airport District Attorney, and for each person you propose to designate as a deputy or backup, please provide the following:*

- *Legal training and years of practice (including date of admission to the California Bar). Years of special district, municipal or other local public sector law practice as a full-time local government attorney and/or in a private law office specializing in local government and special districts.*
- *Knowledge of, and experience with, California Municipal and/or Special District Law and/or other public sector experience.*
- *Types of clients represented and years representing each.*

- *Litigation experience and demonstration of a good court track record. Cite examples. Knowledge and practice of law relating to special district law, aviation, land use planning, environmental law including the California Environmental Quality Act (CEQA), risk management, and other related law.*
- *Experience in the area of contract law.*
- *Experience in the area of aviation law.*
- *Experience in the area of personnel, disability rights and obligations, worker's compensation, employee relations and negotiations, and employee discrimination claims.*
- *Experience in the preparation and review of ordinances and resolutions.*
- *Experiences in the area of Public Records Act, the Brown Act and Conflict of Interest laws and regulations.*
- *Intended office location and accessibility to the District.*
- *Scholastic honors and achievements.*
- *If the firm/individual, or any of the attorneys employed by the firm, have ever been sued by cities, counties, special districts, or other clients for malpractice, been the subject of complaints filed with the State Bar, or had discipline imposed by the State Bar, please provide information on the nature of the incident, the dates from which the matter began and was concluded, and the results of the situation.*

Primary Legal Counsel: Brent P. Collinson

- Mr. Collinson has had 34 years of practice in law and was admitted to the bar on November 29, 1979. His legal experience is noted in responses to Questions 1 and 2 and also includes trial and appellate work in numerous areas of his practice. Mr. Collinson's legal training outside of his transactional and litigation experience includes compliance with his continuing legal education requirements and his participation in numerous CSDA, AAE, and CalTrans presentations and programs; Continuing Education of the Bar ("CEB") programs on a variety of his practice areas; California Association of Sanitation Agency ("CASA") programs; as well as other continuing education programs.
- Mr. Collinson has had 34 years of experience in representing special districts. Mr. Collinson's knowledge of, and experience with, California special districts, airports and other public sector law is noted in the response to Question 2. Additionally, Mr. Collinson has represented the Truckee Tahoe Airport District since 2004.
- Types of clientele represented by Mr. Collinson and years representing each special district are noted in the response to Question 2.
- Mr. Collinson's litigation experience includes, but is not limited to his counsel in the appellate case *Trimont Land Co. v. Truckee Sanitary District* (1983) 145 CA 3d 330 regarding preference in granting sewer connection permits to properties outside the District. Mr. Collinson has also had numerous trials throughout his career in all areas of his practice. His litigation experience is also quite varied in his 34 years of practice. He successfully represented his client in *Cambridge Real Estate Services, Inc. v. Deto* (Nevada County Superior Court Case No. T08/3083U) in showing to the Court that Defendant's mold and formaldehyde claims were without merit. Mr. Collinson has successfully represented the Truckee Tahoe Airport District in cases such as an employment case (which was affirmed on appeal) and an easement rights case. He has represented Truckee Fire Protection District in litigation regarding termination of a public

employee and Nevada County's compliance with CEQA, litigation dealing with public construction bidding issues, litigation dealing with stop payment issues related to a public works project, and prevailing wage issues. Mr. Collinson was also heavily involved in litigation for the Truckee Fire Protection District regarding a County Service Area that ultimately settled in favor of his client. Additionally, Mr. Collinson was involved in extensive litigation representing Truckee Donner Recreation and Park District with regards to the swimming pool located at the high school and obtained a favorable settlement for Truckee Donner Recreation and Park District. Mr. Collinson is also Judge Pro Tem for Placer, Nevada, and El Dorado Counties. He is a designated Arbitrator for Nevada and Lassen Counties and Special Master for Sierra County. Pertaining to experience and knowledge of environmental law, the office has dealt with CEQA issues in litigation for Truckee Fire Protection District as it pertained to the Nevada County Courthouse – Truckee Branch, and multiple CEQA and environmental issues for Truckee Tahoe Airport District in drafting and successfully executing numerous Conservation Easements for the Airport District, including Conservation Easements for Waddle Ranch, Martis Creek Estates, the Tracy Jones property and Ponderosa Golf Course. Our office has worked with Nevada and Placer Counties with regards to assessment and tax issues on behalf of represented districts. We have ensured a successful and fair election on behalf of Truckee Fire Protection District for their recent fire suppression benefit assessment formation.

- Mr. Collinson has a long history of experience in contract law. The office has drafted and executed numerous easements, rights-of-way, and other purchase contracts for real property for Truckee Fire Protection District, Truckee Tahoe Airport District and other districts. As it pertains to contracts, joint powers authorities, memorandums of understanding, including risk transfer provisions, the office has drafted multiple instruments for many of the districts represented as noted above. Relative to experience and knowledge of the Public Contract Code, Labor Code, and other California statutes governing bidding, awarding, contracting, and construction of public works and improvements, demonstrated legal expertise includes, but is not limited to, the following:
 - Representation of the Airport District with regards to building the new Administration Building, various labor issues, construction issues pertaining to other buildings such as the Hertz Building and paving contracts for the District, lease agreements for food services, land acquisitions, and various employment contracts for general managers and other employees.
 - Representation of Truckee Fire Protection District with regards to Community Facilities Districts, retirement issues for employees, annexation of fire and first responder services as well as a County Service Area from Donner Summit PUD, various land acquisitions, construction or expansion/remodeling of Stations 92, 93, 94, 95 and 96.
 - Representation of Truckee Cemetery District issues on labor and contracting issues, as well as successfully defending the District against action taken by Nevada County on an endowment fund issue. Representation also included issues surrounding a defective irrigation system.
 - This office has represented the Airport District since 2004 as general counsel. We have worked cooperatively and successfully with special counsel on issues of specific aviation law, an easement dispute and employment matters. During that representation, Mr. Collinson has attended two three-day AAAE Aviation Law seminars, and a two-day program presented by the Aeronautics Division of CalTrans.

- He has used that education, as well as self-study materials to successfully represent the District. Mr. Collinson has been a licensed pilot since 1969, on his 17th birthday.
- Due to the excellent working relationships the Districts represented by this office have with any employee associations, there has never been a need for adversarial negotiations with employee associations. Mr. Collinson has, however, successfully represented many of the Districts in terminating and taking other adverse action against individual employees, including publicly controversial situations. Mr. Collinson has also worked with the Districts to modify employee benefits (PERS and health insurance benefits). Mr. Collinson has also dealt with ADA issues. Although Workers Compensation claims are traditionally referred to the Workers Compensation carrier and their counsel, he has worked with those outside counsel relating to the public agency employer's rights and obligations while that claim is pending. Mr. Collinson has also counseled public agency and private employers on avoiding discrimination claims and then responding to those claims when they arise.
 - The office (which includes both Mr. Collinson's and Mr. LaChance's experience) has over 42 combined years of drafting and reviewing ordinances and resolutions for the various special districts represented. Such resolutions and ordinances range from resolutions accepting conservation easements to ordinances setting forth defensible space requirements.
- The office has over 42 years experience advising each special district represented (as noted above) regarding the laws pertaining to California Public Records Act, the Ralph M. Brown Act, the Political Reform Act, Fair Political Practices Commission regulations, Government Code section 1090 issues and public official conflict statutes, as well as the California Elections Code.
 - Our office is located at 9709 Highway 267, Suite A, Truckee, CA 96161, at the border of Placer and Nevada Counties. The District's office is easily accessible for our attorneys within a 2-minute drive. Additionally, our Truckee office, which includes a large conference room and other facilities, is available and has been used by the Airport District for meetings upon request.
 - Mr. Collinson was a member of the National Moot Court Honors Board, on the Dean's List at Law School and in the top third of his law school class. He is currently a member of the Public Law Section of the State Bar of California; member of Tahoe-Truckee Bar Association (past President); member of the Nevada County Bar Association; and Member of the Placer County Bar Association. Mr. Collinson was also the past president for Truckee Rotary Club and Truckee Wolverines Boosters. He was awarded Truckee Citizen of the year in 2004.
 - Neither Mr. Collinson nor Mr. LaChance has ever been sued for legal malpractice by any of their past or current clients. The State Bar of California has never taken any action against Mr. Collinson nor Mr. LaChance. Neither Mr. Collinson nor Mr. LaChance has any record of discipline with the State Bar of California.

Supporting Legal Counsel: Jason LaChance

- Mr. LaChance has had over eight years of practice in law and was admitted to the bar on December 1, 2004. His legal experience is noted in responses to Questions 1 and 2 and includes trial and appellate work in numerous areas of his practice. Additionally, Mr. LaChance has conducted numerous trials in areas of family law, landlord/tenant, breach

of contract and real estate matters. He has recently successfully prevailed for his client in the case of *Cambridge Real Estate Services v. Hahn* (Nevada County Superior Court Case No. T12/5250U) wherein he was opposing three separate attorneys (two of which were co-chairing the entire trial).

- Mr. LaChance has had over eight years of experience in representing special districts. Mr. LaChance's knowledge of, and experience with, California special districts and other public sector law is noted in response to Question 2. Mr. LaChance's additional experience has ranged from experience with park and recreation issues pertaining to Fallen Leaf Lake Community Service District, which has included negotiating and drafting a lease for public boating operations for residents of that district, to experience drafting complex conservation easements for the Truckee Tahoe Airport District.
 - Types of clientele represented by Mr. LaChance and years representing each special district are noted in the response to Question 2.
 - Mr. LaChance's litigation experience includes but is not limited to, litigation for the Truckee Fire Protection District regarding a service area dispute that ultimately settled in favor of his client as well as assistance to Mr. Collinson in other special district litigation issues. Mr. LaChance has had a variety of litigation experience in the areas of family law, real estate and contract law, and landlord/tenant matters.
 - Mr. LaChance has drafted numerous easements, rights-of-way, and other purchase contracts for real property for Truckee Fire Protection District, Truckee Tahoe Airport District and other districts.
 - Mr. LaChance was on the Dean's List at John Marshall Law School; is a member of the Truckee-Tahoe Bar Association (past President in 2008); and is the founder and operator of Tahoe Forest Church Pro Bono Legal Clinic.
4. *Describe the staffing of your office (if applicable), including all permanent and temporary employees and their general duties and work schedules. Include any staffing changes you would propose should you be awarded the contract to provide general legal counsel services for the District.*

The staffing of our office consists of two full-time attorneys, an office manager/paralegal, a bookkeeper, and seasonal filing staff. Our office prides itself in hiring and maintaining courteous, professional staff to assist in all aspects of litigation and transactional matters. Our standard office hours are 8:30 a.m. to 5:00 p.m. Mondays through Fridays and we are available after hours if needed. Depending on the amount of time necessary to accommodate the District's needs our office would consider additional staffing.

5. *Describe how you would structure the working relationship between the appointed attorney and the Board of Directors, the General Manager, Department Heads and other members of District staff.*

This office would propose to continue the existing working relationship with the Board, General Manager, Department Heads and other staff. Our attorneys and office staff are readily available to assist the District when needed. If the Board or General Manager wish to revise how that relationship has been carried out, we would be happy to discuss any

requested modifications to meet the District's needs. It is noted that this office represents the District itself and not any individual.

6. *Define the standard time frames for response by the Attorney to direction and/or inquiry from the Board of Directors, General Manager or other District staff.*

Our policy is to get back to District staff as quickly as possible and generally within 24 hours. However, the time frames for response to the Board of Directors, the General Manager, or District staff would be analyzed on a case-by-case basis. There may be times when our office must conduct extensive research in order to provide proper feedback to the District and a timeframe for a response to the District may be more than 24 hours. Whatever the timeframe may be, our office would advise the District and its staff of an estimated turn-around at the time the inquiry to legal counsel is made by the District.

7. *Describe the systems or mechanisms that would be established for monthly reporting of status of projects, requests or litigation.*

It is the normal office policy to promptly copy clients with any and all correspondence or communications that are received. Due to the enormous amount of such communications regarding the Airport District, some discretion is used to only forward the more pertinent communications; however, that discretion is exercised in favor of favoring forwarding the communication as opposed to not providing that information. We are available for any inquiries during normal office hours and Mr. Collinson's cell phone and home phone are available to District staff.

Our office has an internal policy, as well, of copying our special districts with significant correspondence and documentation received for each of their matters, no matter whether the matter is transactional or litigious in nature. Additionally, we strive to have one of our attorneys respond to any inquiry (whether written or in the form of a phone message) within a 24-hour time frame. Our office also provides each special district with yearly legislative updates that may affect the District.

Our system used for monthly reporting of the status of projects, requests and litigation includes a double calendaring system wherein each attorney maintains their own calendar (including Microsoft Outlook for electronic scheduling) and schedules appropriate reviews for the status of projects and litigation deadlines. Each attorney utilizes our master calendaring and scheduling system wherein a written system is put into place that is maintained by our office manager, who updates each attorney daily as to the status of projects and litigation.

8. *Describe the computer resources currently utilized in your office. The District presently uses Microsoft Word for Windows word-processing software and compatibility with that software is necessary. The District will also require the Airport District Attorney's office to maintain electronic mail services.*

The computer resources utilized by our office include Microsoft Office Suite, including Microsoft Word for Windows word-processing software and Microsoft Excel. Our office currently utilizes Lake Tahoe Online for our online services, and we are very comfortable using electronic mail as an efficient means of communicating with our client. Additionally, the office uses a variety of legal research software including Lexis Nexis and Westlaw programs.

❖ CURRENT CLIENTS/CONFLICT OF INTEREST

1. *Please list all current or former clients residing in, having an interest in a business or owning an interest in property within the TTAD boundaries within the past three years.*

The State Bar of California's ethical rules of conduct prohibit us from disclosing any clients without their written consent. However, at this time, our office sees no current conflicts of interest pertaining to such clients. Mr. Collinson has, since the early 1980's, declined to represent any developers or development projects relating to that project's permitting process that are within the boundaries of any of its public agency clients so as to avoid any such conflict of interest.

2. *Please list all public clients for which you or your firm currently provides services under a fee for services basis or on a retainer basis. Please identify any foreseeable or potential conflicts of interest which could result from such representation and the manner in which you would propose to resolve such conflicts.*

Our current public agency clients include:

- a. Truckee Tahoe Airport District;
- b. Truckee Fire Protection District; and
- c. Truckee Cemetery District.

The only potential conflict is if the Airport District and Fire District desire to enter into an Agreement regarding the ARFF acquisition. In such a situation, we will simultaneously (via e-mail) provide both Districts with proposed counsel to assist each District.

3. *For the person designated to be the Airport District Attorney, please list all public clients that person presently represents as attorney or general counsel. Please list the meeting dates and times for the city council or governing bodies of these clients.*

Our current public agency clients, routine meeting dates for such clients, and meeting times are as follows:

- Truckee Tahoe Airport District meets on the fourth Thursday of the month from 9 a.m. in the morning until 5 p.m. (times may vary). As of January 2014 the Truckee Tahoe Airport District will be moving their monthly meetings to the fourth Wednesday of the month commencing at 4:00 p.m.
- Truckee Fire Protection District meets on the third Tuesday of every month commencing at 5:30 p.m.
- Truckee Cemetery District meets the 1st Monday of each month at 4:30 p.m., but this office only attends meetings when requested by such district, often less than once per year.

❖ COMPENSATION OR REIMBURSEMENT

Our firm would provide services on an hourly basis and would bill the District on such an hourly basis of \$250 per hour. Mr. Collinson normally bills at \$300 per hour, and Mr. LaChance bills at \$275 per hour. The Airport District and our other special district clients, however, are billed at \$250 per hour, in part to recognize the valuable public service these special districts represent. Our office would not bill at a higher rate for any extra or special work in addition to the basic services that the District would need. Additionally, our office

would provide a 10% discount on all legal services for employees of the District provided there is no conflict of interest in such representation.

Our office would request reimbursement for the following expenses:

- Mileage at the IRS rate (currently set at \$0.565 per mile). *Note that mileage would not be charged for travel within the Truckee area.*
- This office only charges for copying costs if there is a significant amount of copies. We do not charge for fax, word processing or library costs as these are included in the hourly rates.

We are willing to explore other arrangements for compensation but believe that the hourly charges are normally the most equitable to both attorney and client.

❖ PROFESSIONAL REFERENCES

Please see the three attached letters of recommendation from the following individuals:

- Gerald W. Herrick;
- John P. Kennelly; and
- Bill Quesnel

BRENT P. COLLINSON

9709 HIGHWAY 267, SUITE A, TRUCKEE, CA 96161 • (530) 587-9233
BRENTC@BCOLLINSONLAW.COM

RELEVANT LEGAL EXPERIENCE

Law Office of George L. Pifer (Truckee, CA) <i>Associate Attorney</i>	1979-1980
Law Office of Richard J. Schneider (Truckee, CA) <i>Associate Attorney</i>	1981-1982
Schneider, Collinson, Lowe & Lang (Offices in Truckee, Nevada City, and Downieville, CA) <i>Partner</i>	1983-1985
Law Office of Brent P. Collinson (Truckee, CA)	1986-Present

EDUCATION

- **University of California at Davis (B.A., 1974)** Davis, CA
 - History and Rhetoric
- **University of the Pacific McGeorge School of Law (J.D., 1979)** Sacramento, CA
 - Member – National Moot Court Honors Board

SPECIAL DISTRICTS REPRESENTED

- Alpine Springs County Water District (Special Counsel)
- Squaw Valley County Water District (General Counsel)
- Truckee Fire Protection District (General Counsel)
- Truckee Sanitary District (General Counsel)
- Truckee Tahoe Airport District (General Counsel)
- Tahoe-Forest Hospital (Special Counsel)
- Truckee Cemetery District (General Counsel)
- Truckee-Donner Recreation & Park District (Special Counsel)
- Fallen Leaf Lake Community Service District (General Counsel)

HONORS, COMMUNITY INVOLVEMENT, INSTRUCTOR

- Tahoe-Truckee Bar Association President (1984)
- Nevada County Bar Association Fee Arbitrator
- Truckee Rotary President 1996 – 1997, Paul Harris Fellow
- Recipient “Outstanding Community Participation” – Sacramento Blood Foundation
- Volunteer Attorney for Tahoe Women’s Services
- Board Member Wellspring Counseling Center, Inc. (2001-2009) (President 2006 - 2009)
- Who’s Who in America(1995 - Present)
- “Truckee Citizen of the Year” by Truckee InterClub
- Board Member Truckee Wolverine Booster Club (President 2010 – 2012)
- Truckee Tahoe School District “Street Law” instructor (1995-Present)
- Panelist for Northern California Legal Secretaries, Inc.
- Sierra Community College Real Property Law for the Continuing Education Requirements for Realtors (Instructor for 1981 and 1982)

REPORTED CASES

- *Trimont Land Company v. Truckee Sanitary District* (1983) 145 Cal.App.3d 330

JASON LACHANCE

9709 HIGHWAY 267, SUITE A, TRUCKEE, CA 96161 • (530) 587-9233 • JASONL@BCOLLINSONLAW.COM

OBJECTIVE

To utilize my experience, education, strong work ethic and interpersonal expertise in a challenging legal environment where I will add significant value and further develop my professional skills.

RELEVANT LEGAL EXPERIENCE

Law Office of Brent P. Collinson

Truckee, CA

Associate Attorney; General Practice

June 2005 – Present

- Provide legal counsel to various public agencies including Truckee Tahoe Airport District, Truckee Fire Protection District, Truckee Cemetery District, and Fallen Leaf Lake
- Represent clients in all aspects of family law, landlord/tenant, estate planning and probate, general civil litigation, and transactional matters
- Collaborate with Brent P. Collinson to advise clients on litigation and transactional issues

Law Offices of Jude M. Koenig

Truckee, CA

Associate Attorney; General Practice

August 2004 – June 2005

- Managed caseloads for general practice
- Prepared appropriate pleadings and discovery for litigation
- Appeared for clients on traffic cases and family law matters

Schain, Burney, Ross & Citron, Ltd.

Chicago, IL

Law Clerk; Mid-Size Real Estate and Zoning Firm

August 2002 – June 2003

- Prepared the litigation, zoning, and real estate departments with research for client matter
- Drafted motions and complaints for the litigation department
- Filed pleadings and appropriate documents in both state and federal courthouses

EDUCATION

The John Marshall Law School

Chicago, IL

- Juris Doctor (June 2003)
- Cumulative GPA: 3.24

Arizona State University

Tempe, AZ

- Bachelor of Arts in Political Science (December 1999)
- Cumulative GPA: 3.7, Graduated: Magna Cum Laude

ADDITIONAL SKILLS

- **Affiliations:** Member of Tahoe-Truckee Bar Association (President-2008); Member of the American Bar Association; Member of the State Bar of California; Member of Tahoe Forest Church
- **Pro Bono Work:** Founder and Operator of Tahoe Forest Church Legal Clinic
- **Language:** Four years of Spanish
- **Computer Skills:** Proficient with IBM and Macintosh programs, Lexis, and Westlaw

HOURLY RETAINER AGREEMENT TRANSACTIONAL

THIS AGREEMENT, made this ____ day of _____, 20__, at Truckee, California, by and between TRUCKEE TAHOE AIRPORT DISTRICT, a California Airport District (hereinafter designated as "Client") and the LAW OFFICE OF BRENT P. COLLINSON (hereinafter designated as "Attorney").

Client, in consideration of services rendered and to be rendered by Attorney to Client, retains Attorney to represent them in the matter of General Legal Services.

PARAGRAPH 1.0 If, in the course of the employment covered by this contract, Client requests Attorney to perform additional work on a matter not related to the initial employment, such additional work shall be at the rate noted in Paragraphs 5.0 through 5.5 below, unless agreed otherwise in writing.

PARAGRAPH 2.0 Client empowers Attorney to and Attorney shall take all steps in said matter deemed by Attorney to be advisable; namely, to effect a compromise or institute appropriate legal proceedings and to take all other appropriate steps.

PARAGRAPH 3.0 Client agrees to cooperate fully in all phases of representation and immediately notify Attorney of any change of address, phone number or employment.

PARAGRAPH 4.0 Client acknowledges that Attorney may, at Attorney's discretion, associate other counsel; compensation of such associated counsel to be the responsibility of the Client.

FEE ARRANGEMENT

PARAGRAPH 5.0 Client agrees to pay an hourly rate of \$250 per hour for either Brent P. Collinson or Jason LaChance, and \$100 per hour for paralegals. Any amounts not paid by the 20th of each month shall accrue interest at 12% per annum.

PARAGRAPH 5.1 All time spent on the case shall be billed to Client, with a minimum time charge of 0.3 hour. The minimum charge for court appearances will be 1.0 hour. Time spent discussing the case with opposing counsel, or the opposing party if they do not have the benefit of their own attorney, shall be charged. Any objection to or question of the time charged on any matter shall be raised within thirty days of that statement or it shall be accepted as accurate.

PARAGRAPH 5.2 Client acknowledges and agrees that for purposes of fee determination, when Attorney travels, time is charged at one-half (1/2) the hourly rate from the time Attorney leaves the office until return. Client shall pay Attorney's mileage at the rate set by the IRS.

PARAGRAPH 5.3 Client agrees to pay all costs (costs include, but are not limited to, the following: filing or recording documents, investigation, experts, consultants, record procurement, photography, or excessive postage, telephone charges, fax charges, or photocopying). When Attorney travels outside the counties of Nevada or Placer, the mode of travel, travel classification, and accommodation shall be determined by Attorney, and constitute a cost. Client will REIMBURSE Attorney for any costs ADVANCED on Client's behalf. Client shall be billed for fees and costs monthly, which shall be paid within 30 days.

PARAGRAPH 6.0 Client and Attorney mutually acknowledge that no settlement shall be made without the consent of Client. Client acknowledges the right to have this Agreement and all transactions with Attorney reviewed by independent legal counsel.

PARAGRAPH 7.0 Client acknowledges that Attorney has made no guarantee regarding the successful conclusion of the matter, and all expressions relative thereto are matters of Attorney's opinion only based upon the information reviewed to date.

PARAGRAPH 8.0 For any dispute between Attorney and Client, it is agreed that prior to filing any litigation, the matter may be submitted to mediation. Either party shall give written notice to the other requesting mediation at least 30 days prior to filing any litigation. If such notice is not given, the party not receiving the request for mediation may request that the Court dismiss any such litigation for failure to request mediation as a condition precedent to filing any such litigation.

PARAGRAPH 9.0 One year after Attorney closes its file on the matter, Client authorizes Attorney to retain or dispose of Client's file in Attorney's sole discretion; provided however, that before Attorney disposes of Client's file, Attorney shall give at least 30 days written notice to Client at Client's last known address by first class mail, postage pre-paid, that Attorney intends to dispose of all or a portion of Client's file. If Client wishes to retain all or any portion of their file, they shall notify Attorney in writing within 30 days of the notice being mailed by Attorney to Client. If Client fails to respond to Attorney's notice, Attorney may proceed with disposing of the file as Attorney chooses in Attorney's sole discretion.

PARAGRAPH 10.0 In addition to those matters described above, Attorney and Client shall have the following respective responsibilities in the performance of this contract:

ATTORNEY: NONE

CLIENT: NONE

OTHER TERMS
& CONDITIONS: NONE

The undersigned acknowledge and agree to the foregoing terms and conditions of said Hourly Retainer Agreement and acknowledge a receipt of a copy of this Agreement.

Dated: _____

TRUCKEE TAHOE AIRPORT DISTRICT

By: _____
President

Dated: _____

LAW OFFICE OF BRENT P. COLLINSON

By: _____

GERALD W. HERRICK
11130 PALISADES DRIVE
TRUCKEE, CALIFORNIA 96161

BOARD OF DIRECTORS - TRUCKEE TAHOE AIRPORT DISTRICT
RE: LETTER OF RECOMMENDATION FOR BRENT P. COLLINSON

I currently serve as a director on the Truckee Fire Protection District board, vice chair of the Truckee Tahoe Airport District ACAT team, and chair of the Tahoe Forest Hospital Measure "C" Citizens Oversight Committee. I retired seven years ago after nearly 40 years as an educator in California. Thirty of these years were spent as a school principal, central office administrator, and superintendent. I have attended hundreds of public agency meetings. I'm familiar with how local government agencies and special districts function. I appreciate the importance of a competent legal advisor for an elected board and agency managers. I understand the relationship that must exist between an elected public agency board and their legal advisor. This letter is written in strong support of BRENT P. COLLINSON and candidacy for the position as attorney to the Truckee Tahoe Airport District.

I have known Brent for nine years. During this period of time, I have observed him serving both the airport and fire district staff and elected boards including providing legal input at public meetings, presenting workshops to agency staff, committees, and boards relative to laws, duties, and responsibilities of public officials and staff. While serving as chair of the fire district, Brent and I worked closely with the fire chief in building the agenda and packets for monthly meetings, conferring on personnel and legal issues related to operating a public agency, etc. As chair and as a board member, I had complete confidence in Brent and the advice he provided. As with any public agency, controversial and challenging issues faced the fire board. I valued his thoughtful advice and insight as the board and staff worked through these issues. He was always steady, courteous, and helpful to staff, Board, and citizens during these emotional meetings. The Truckee Fire Protection District Board recently renewed Brent's contract for another year of service. He has effectively served and provided professional legal services to the fire district for 34 years.

I highly recommend BRENT P. COLLINSON as an attorney with expertise in representation of public agencies and special districts. As a citizen of the airport district, I hope that Brent will continue as the legal advisor to the district. Please feel free to contact me at (530) 582.8429 or geraldwherrick@yahoo.com if you have questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Gerald W. Herrick", with a long horizontal flourish extending to the right.

Gerald W. Herrick



**Superior Court of California
In and for the County of Sierra**

100 Courthouse Square
P.O. Box 476
Downieville, CA 95936

(530)289-3698
Fax (530)289-0205
superiorcourt@sierracourt.org

John P. Kennelly
PRESIDING JUDGE

Lee E. Kirby
COURT EXECUTIVE OFFICER

Charles H. Ervin
ASST. PRESIDING JUDGE

September 20, 2013

Truckee Tahoe Airport District
10356 Truckee Airport Road
Truckee, CA 96161

I write this letter in support of Brent Collinson's continued representation of the Airport District.

I have known Brent for over 20 years. I had my law practice in Truckee and for many years we opposed each other in court as we advocated for our respective clients. Since I was appointed to the bench in 2005 Brent has also appeared in front of me.

As an attorney, I found Brent to be a worthy adversary. He was always well prepared and advocated vigorously for his client, but always did so exercising the highest ethical standards.

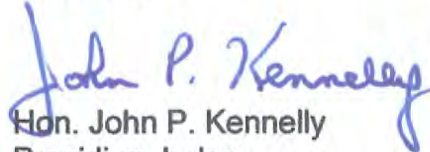
He has continued those attributes when he appears in front of me. He is an attorney who, when making representations or arguments to the court, the court can be confident of the veracity and trustworthiness of his representations and statements.

As you know, Brent is a longtime resident of Truckee. He has raised his children here and has been actively involved in community affairs. He continues to be the right person to represent the District.

Truckee Tahoe Airport District
September 20, 2013
Page two

Thank you for allowing me the opportunity to provide my input. If you have any questions or comments do not hesitate to contact me.

Sincerely,



Hon. John P. Kennelly
Presiding Judge
Sierra County Superior Court

JPK/jk

ACUMEN ENGINEERING

C O M P A N Y

Mr. Kevin Smith, General Manager
Truckee Tahoe Airport District
10356 Truckee Airport Road
Truckee, California 96161

September 23, 2013

I am writing to express my support for the retention of Office of Brent Collinson as the Truckee Tahoe Airport District counsel. During my time as a member of ACAT, the Board of Directors and now as the District Engineer I have had numerous opportunities to interact with Mr. Collinson and Mr. LaChance regarding Airport issues. I have always found them to be good listeners, provide researched and sound guidance and represent the District's best interests. I believe they are sensitive to the cost of providing their services and consider that factor in advising the Board of Directors and Staff on legal matters.

I fully appreciate and agree with the Board's decision to solicit Statements of Qualification for legal and other professional services to ensure the District is receiving the best representation possible considering the District's needs. My expectation is that after a review of the responses from other attorneys, you will find that Mr. Collinson's office ranks at the top in terms of California Special District experience, knowledge of California Law as it affects the District, value for the services received and proximity to the Airport.

Thank you to the Board and Staff for considering the Office of Brent Collinson in your selection of District Counsel.

Sincerely,



Bill Quesnel PE

ph 530-550-8068
fax 530-550-8069
e-mail: bqquesnel@tlot.com

Post Office Box 3497
Truckee, CA 96160

Truckee Tahoe Airport District General Legal Services Proposal

Prepared for:

Kevin Smith, General Manager
Truckee Tahoe Airport District
10356 Truckee Airport Road
Truckee, California 91616

Prepared by:

Steven C. Gross
Porter Simon, PC
40200 Truckee Airport Road, Ste 1
Truckee, California 96161
Phone: (530) 587-2002
Fax: (530) 587-1316
email: gross@portersimon.com

A. Requested Information

1. Nature of law firm's practice, qualifications, professional chronology for you and others that may be involved in providing legal services.

Porter Simon, Professional Corporation

The Porter Simon firm was established in 1969 and currently employs ten full-time attorneys and thirteen legal and administrative staff. Practice areas include public agency, real estate, real estate development, homeowners associations, construction, business, business tax planning, estate planning, tax, probate, elder law, civil litigation, alternative dispute resolution and employment law. The relationships Porter Simon has developed through the years with the business, legal and political community and our understanding of the unique characteristics of the various regions in the North Tahoe and Truckee areas have proven to be great assets in representing our clients and resolving legal disputes.

a. Qualifications and Professional Chronology

Steven C. Gross

Admitted to practice law in California and Nevada and the Federal District Courts for the Eastern and Northern Districts of California and the United States Court of Appeals for the Ninth Circuit.

- ♦ August 1991 – Present: Porter Simon, Truckee, CA
- ♦ January 1990 – August 1991: Sweeney, Mason & Wilson, Los Gatos, CA
- ♦ September 1988 – December 1989: Thierman, Cook, Brown & Mason, San Jose, CA

Brian C. Hanley

Admitted to practice in California and Nevada.

- ♦ 2005 - Present: Porter Simon, Truckee, CA

James E. Simon

Admitted to practice law in California and the Federal District Courts for the Eastern and Northern Districts of California and the United States Court of Appeals for the Ninth Circuit.

- ♦ 1976 – Present: Porter Simon, Truckee, CA

Peter H. Cuttitta

Admitted to practice law in California and Nevada and the Federal District Courts for the Eastern, Central and Northern Districts of California, the United States Court of Appeals for the Ninth Circuit and the United States Supreme Court.

♦ 1985 – Present: Porter Simon, Truckee, CA

2. Overall capabilities, qualifications, training and areas of expertise for each of the principals, partners and associates of the law firm, including length of employment for each person and his/her area of specialization.

Steven C. Gross

For the past twenty-two years Steve has spent the vast majority of his time representing a wide variety of public agencies as general counsel, special counsel and City Attorney. As discussed in more detail below, Steve has advised and represented public agencies in a broad range of legal matters. In addition to representing public agencies, Steve represents homeowners associations and many employers with respect to employment matters.

Brian C. Hanley

Brian joined Porter Simon in 2005 and practices primarily business, real estate and entitlement law and assists the firm's litigation department in civil litigation matters. Brian clerked for Judge Edward C. Reed, Jr., United States District Judge for the District of Nevada, Reno, Nevada, and served as an extern for Judge Procter R. Hug, Jr., of the United States Court of Appeals for the Ninth Circuit, Reno, Nevada.

James E. Simon

Jim is a full-time trial attorney and has represented a variety of public agencies in litigation matters. He has tried cases for plaintiffs and defendants in state and federal courts in most areas of law, including business, real estate, insurance, personal injury and wrongful death claims. He defends architectural, design and construction professionals, and has also developed a niche in accounting fraud cases.

Peter H. Cuttitta

Peter is a full-time litigator and has represented a variety of public agencies in litigation matters. His professional career has been devoted to civil litigation, and he has successfully prosecuted and defended professional liability cases, public entity liability claims, construction defect actions, eminent domain cases, personal injury and insurance defense matters. He also serves as a mediator and arbitrator.

James L. Porter, Jr.

Jim has practiced law in the Truckee area for almost 40 years. His principal areas of expertise include real estate, construction, business, and use, and as of late foreclosure law. Jim has regularly consulted with homeowners "upside down" on their loans and is also a licensed California real estate broker and trained in mediation.

Kelley R. Carroll

Kelley joined Porter Simon in 1991, after practicing in San Francisco. He has been certified as a specialist in the areas of estate planning, trust and probate law by the California State Bar's Board of Specialization and holds an advanced law degree in tax.

Stephen C. Lieberman

Steve has practiced business and real estate law since 1969. Prior to 1975 he practiced in Washington, D.C. in the general and international business of a large national law firm. He joined Porter Simon in 1994 and serves as lead business and technology attorney.

Catherine E. Blaber

Catherine joined Porter Simon in 2012 and practices in all areas of litigation. Catherine also has a background in real estate, water law and construction defect.

Lou Basile

Lou has acted as a mediator or arbitrator in civil matters including construction defects and performance disputes; business, real estate and real property matters, and torts including personal injury, libel, trade secret misappropriation, sexual harassment and hostile work environment. As an experienced litigation attorney and mediator, Lou offers his services as an expedient medium and opportunity for constructive dispute resolution.

Ravn R. Whittington

Ravn joined Porter Simon on October 7, 2013 from Duane Morris where he has practiced law since 2011 and has experience in insurance litigation and criminal trial matters. From 2008-2011 Ravn practiced as a Deputy Public Defender for the Colorado State Public Defender Office and tried nearly two dozen felony and misdemeanor jury trials.

3. Proposed designated Airport District Attorney and others designated as deputy or back-up:

- a. Legal training and years of practice (including date of admission to CA bar), years of special district, municipal or other local public sector law practice as a full-time local government attorney and/or in a private law office specializing in local government and special districts:

Steven C. Gross

- ♦ Santa Clara University School of Law - graduated 1988
- ♦ Admitted to California bar – 1988
- ♦ Admitted to Nevada bar – 1992
- ♦ Years specializing in representing local government - 22

Brian C. Hanley

- ♦ Stanford Law School – graduated 2003
- ♦ Admitted to California bar – 2003
- ♦ Admitted to Nevada bar - 2004

James E. Simon

- ♦ University of California, Hastings College of the Law – graduated 1974
- ♦ Admitted to California bar – 1974

Peter H. Cuttitta

- ♦ University of the Pacific, McGeorge School of Law – graduated 1977
- ♦ Admitted to California bar - 1977
- ♦ Admitted to Nevada bar - 1987

- b. Knowledge of, and experience with, California Municipal and/or Special District Law and/or other public sector experience:

Steve has advised and represented public agencies of all kinds. These include airport districts (i.e. - TTAD), public utility districts, recreation and park districts, general law cities, health care districts, community services districts, joint powers agencies, comprised of an irrigation district and charter and general law cities, resort improvement districts, municipal utility districts, community service districts transportation agencies and fire protection districts.

- c. Types of clients represented and years representing each:

Tahoe Truckee Airport District – General Counsel - 14 years (1985 -1999)
Truckee Donner Public Utility District - General Counsel - 22 years
Tahoe City Public Utility District – General Counsel – 2 years
Herlong Public Utility District - General Counsel - 13 years
Truckee Donner Recreation and Park District - General Counsel - 22 years
City of Portola - City Attorney - 15 years

City of Loyalton - City Attorney - 22 years
Tahoe Forest Hospital District - General Counsel - 22 years
Eastern Plumas Health Care District - General Counsel - 12 years
Plumas District Hospital - General Counsel - 11 years
Greenhorn Creek Community Services District - General Counsel - 3 years
M-S-R Public Power Agency* - General Counsel - 16 years
M-S-R Energy Authority* - General Counsel - 5 years
North Tahoe Fire Protection District - General Counsel - 19 years

*The M-S-R agencies are California joint exercise of powers agencies comprised of the following members: Modesto Irrigation District (M), City of Santa Clara (S) and City of Redding (R).

All clients listed above are current clients of Porter Simon, except for TTAD. Steve Gross represented TTAD from 1991- 1999. Steve Gross represents all clients listed above, except for the NTFPD which is represented by Stephen Lieberman.

Jim Simon and Peter Cuttitta have been active, full-time and successful litigators for more than 30 years. Steve Gross consults with Jim and Peter on litigation matters. Jim, Peter and Steve have successfully represented public agencies in a wide variety of cases, some of which have included eminent domain on behalf of TTAD, construction defect claims related to the construction of a sewer treatment facility for the City of Roseville; suits on behalf of the City of Portola against the State of California for damage caused as a result of the state's poisoning of Lake Davis; breach of contract claims related to public works contracts for Truckee Donner Public Utility District, Tahoe Forest Hospital District and the City of Portola; claims against engineers related to design of electric facilities; quiet title actions for public agencies, including the Truckee Donner Public Utility District and the City of Portola; restraining orders to protect public employees on behalf of the City of Portola and Tahoe Forest Hospital District and claims by employees. Many cases have been successfully resolved through mediation.

Steve has advised his public agency clients on CEQA issues pertaining to their own projects and projects of other entities where it is of importance to the client. Steve has some familiarity with NEPA; however, his involvement with NEPA has been more limited. Jim Simon has handled litigation matters involving CEQA.

d. Experience in the area of contract law:

Steve has extensive experience in all aspects of public contracting, including drafting and reviewing procurement policies; drafting, reviewing and negotiating public works contracts and contracts with architects, engineers, construction managers; advising clients with respect to the public bidding process, payment of prevailing wages, CEQA compliance, contract administration and dispute resolution, including mediation arbitration and litigation, and pursuing claims against bonds.

e. Experience in the area of aviation law:

Porter Simon represented TTAD from 1985 - 1999. Steve Gross served as General Counsel for TTAD from 1991 - 1999. During that time, the firm handled a wide variety of aviation related matters. Peter Cuttitta and Jim Simon successfully represented the District in an eminent domain case in which the District acquired a significant portion of the Joerger Ranch.

f. Experience in the area of personnel, disability rights and obligations, worker's compensation, employee relations and negotiations, and employee discrimination claims

Steve began his legal career with a boutique law firm representing employers and management exclusively in employment matters and traditional labor law. During the past 25 years he has continued to represent and counsel public and private employers in all aspects of employment law and labor relations, discrimination claims, including sexual harassment, wage and hour matters, development of policies and handbooks, and discipline and discharge.

g. Experience in the preparation and review of ordinances and resolutions;

Steve has prepared and reviewed numerous ordinances for twenty-two years for all of the various public agency clients listed in this Proposal.

h. Experiences in the area of Public Records Act, the Brown Act and Conflict of Interest laws and regulations:

Steve regularly advises his public agency clients in all aspects of the California Public Records Act, the Ralph M. Brown Act, and the conflict of interest laws, including the Political Reform Act, Government Code Sections 1090 (the prohibition against self-dealing in contracts) and 1099 (incompatibility of offices) and the common law. He conducts AB 1234 training for some of his clients.

i. Intended office location and accessibility to the District:

All work will be out of Porter Simon's Truckee office.

j. Scholastic honors and achievements:

Steven C. Gross

- ♦ State Bar Associations of California and Nevada
- ♦ Nevada County Bar Association
- ♦ Tahoe-Truckee Bar Association
- ♦ Truckee Tahoe Community Foundation Board Member
- ♦ Designated as "Super Lawyer" for the years 2007 - 2012

Brian C. Hanley

- ♦ State Bar Association of California and Nevada
- ♦ Truckee Tahoe Bar Association
- ♦ Nevada County Bar Association

James E. Simon

- ♦ State Bar Association of California
- ♦ Nevada County Bar Association
- ♦ Tahoe-Truckee Bar Association
- ♦ Various Trial Lawyers Associations
- ♦ AV rated by Martindale-Hubbe
- ♦ Designated as "Super Lawyer" for the years 2007-2012

Peter H. Cuttitta

- ♦ State Bar Associations of California and Nevada
- ♦ Nevada County Bar Association
- ♦ Tahoe-Truckee Bar Association
- ♦ USDC for Nevada
- ♦ American Board of Trial Advocates ("ABOTA")
- ♦ Defense Research Institute
- ♦ Association of Defense Counsel of Nevada
- ♦ Nevada Trial Lawyers Association

4. If the firm/individual, or any of the attorneys employed by the firm have ever been sued by cities, counties, special districts, or other clients for malpractice, been the subject of complaints filed with the State Bar, or had discipline imposed by the State Bar, please provide information on the nature of the incident, the dates from which the matter began and was concluded, and the results of the situation.

Steve Gross has never been sued by any special district, local government or client for malpractice or otherwise. He has never been the subject of complaints filed with the California State Bar and has never had discipline imposed by the California State Bar.

Steve was the subject of one complaint filed with the Nevada State Bar and has never been disciplined by the Nevada State Bar. The complaint was filed with the Nevada State Bar in or about February 2000. Steve had been retained by Saint Mary's Regional Medical Center to serve as the hearing officer and legal advisor to the Medical Staff's Judicial Review Committee ("JRC") with respect to a physician's appeal of action taken by the Medical Staff's Medical Executive Committee affecting his medical staff privileges. The physician/appellant complained to the Nevada State Bar that he was exceeding the scope of his role by serving as the hearing office and advising the JRC. After explaining to the State Bar that his role as hearing officer included that of legal advisor to the JRC, as set forth in the Medical Staff Bylaws, the complaint was immediately dismissed without further investigation or action.

Jim Simon has never been sued by any special district, local government or client for malpractice or otherwise. He has never been the subject of complaints filed with the State Bar and has never had discipline imposed by the State Bar.

Peter Cuttitta has never been sued by any special district, local government or client for malpractice or otherwise. He has never been the subject of complaints filed with the State Bar and has never had discipline imposed by the State Bar.

A malpractice claim by a former client, was brought against the firm in or about 1997. The matter was settled and the lawsuit dismissed.

5. Describe the staffing of your office (if applicable), including all permanent and temporary employees and their general duties and work schedules. Include any staffing changes you would propose should you be awarded the contract to provide general legal counsel services for the District.

Porter Simon currently employs ten full-time attorneys and 12 staff members. If Porter Simon is awarded the contract, we do not envision making any staffing changes. Over time it may be necessary to hire an additional attorney and/or staff to assist with this work.

6. Describe how you would structure the working relationship between the appointed attorney and the Board of Directors, the General Manager, Department Heads and other members of District staff.

I would establish, develop and maintain an effective working relationship with the Board, General Manager, Department Heads and other members of District staff through good communication, timely responses, honesty and integrity and by providing competent, accurate legal advice.

7. Define the standard time frames for response by the Attorney to direction and/or inquiry from the Board of Directors, General Manager or other District staff.

I would respond to telephone calls and emails as soon as possible and within 24 hours at the latest. I would review documents, such as contracts, resolutions, ordinances and staff reports, as soon as possible and usually no later than 48 hours. Response times for other projects, such as drafting documents, agreements, resolutions, ordinances, opinions and research memoranda would vary depending on the complexity of the particular assignment and the need for a prompt response.

8. Describe the systems or mechanisms that would be established for monthly reporting of status of projects, requests or litigation.

I expect to utilize the systems and mechanisms that best meet the needs of the Board of Directors and General Manager. These may include telephone calls, emails, status reports and meeting with the Board of Directors and/or the General Manager.

9. Describe the computer resources currently utilized in your office. The District presently uses Microsoft Word for Windows word-processing software and compatibility with that software is necessary. The District will also require the Airport District Attorney's office to maintain electronic mail services.

Porter Simon employs state of the art technological resources. Every attorney and staff person works on their computer daily with both Microsoft Word and Excel. We regularly communicate with our clients by email. We maintain our calendars and billing systems on a central server. We subscribe to online legal research services including WestlawNext and conduct most of our research online. We regularly use Microsoft Word (word processing), Workshare (document scrubbing), Excel (spreadsheets), PowerPoint (presentations), Practice Master (client data base, calendar, billing), TABS (billing) and Worldox (document management).

B. Current Clients/Conflict of Interest

1. Please list all current or former clients residing in, having an interest in a business or owning an interest in property within the TTAD boundaries within the past three years.

Porter Simon has been providing legal services to clients within TTAD's boundaries for the past forty-four years. Identifying every client within the past three years that has an interest in a business or owning an interest in property within TTAD's boundaries would require us to list approximately 90% of our clients, which would be hundreds of names. Rather than producing such a list, we have identified some of the clients with more significant interests in businesses and real estate in the general categories of public agency, homeowner association and business.

Public Agency Clients

- ♦ Truckee Donner Public Utility District
- ♦ Truckee-Donner Recreation and Park District
- ♦ Tahoe Forest Hospital District
- ♦ North Tahoe Fire Protection District
- ♦ Tahoe City Public Utility District

Homeowners Association Clients

- ♦ Lahontan Community Association
- ♦ Martis Camp Community Association
- ♦ Tahoe Donner Association
- ♦ Tahoe Donner Ski Bowl Condominium Association
- ♦ Tahoe Timber Trails Association
- ♦ Bear Creek Association
- ♦ Juniper Mountain Homeowners Association
- ♦ Alpine Meadows Estates Association
- ♦ Northstar Club Members' Association

- ♦ Brockway Shores Property Owners Association
- ♦ Chinquapin Homeowners Association
- ♦ Granlibakken Property Owners Association

Business Clients

- ♦ Squaw Valley Resort
- ♦ Squaw Valley/Alpine Meadows Foundation
- ♦ Vail Corporation
- ♦ Sugar Bowl Corporation
- ♦ JMA Ventures, LLC
- ♦ Resort at Squaw Creek
- ♦ Teichert Aggregates
- ♦ Bruce Olson Construction, Inc.
- ♦ Martis Valley Associates, LLC
- ♦ Lahontan, LLC
- ♦ New Martis Partners - Schaffer's Mill
- ♦ William C. Fitch
- ♦ Plumas Bank
- ♦ Truckee-Tahoe Lumber Company
- ♦ Burge Pacific Enterprises, Inc.

2. Please list all public clients for which you or your firm currently provide services under a fee for services basis or on a retainer basis. Please identify any foreseeable or potential conflicts of interest which could result from such representation and the manner in which you would propose to resolve such conflicts.

- ♦ Truckee Donner Public Utility District – General Counsel – 22 years
- ♦ Tahoe City Public Utility District – General Counsel – 2 years
- ♦ Herlong Public Utility District – General Counsel – 13 years
- ♦ Truckee Donner Recreation and Park District – General Counsel – 22 years
- ♦ City of Portola – City Attorney – 15 years
- ♦ City of Loyalton – City Attorney – 22 years
- ♦ Tahoe Forest Hospital District – General Counsel – 22 years
- ♦ Eastern Plumas Health Care District – General Counsel – 12 years
- ♦ Plumas District Hospital – General Counsel – 11 years
- ♦ Greenhorn Creek Community Services District – General Counsel – 3 years
- ♦ M-S-R Public Power Agency – General Counsel – 16 years
- ♦ M-S-R Energy Authority – General Counsel – 5 years
- ♦ North Tahoe Fire Protection District – General Counsel – 19 years

There are potential conflicts with Truckee Donner Public Utility District, Truckee Donner Recreation and Park District, Tahoe Forest Hospital District, Tahoe City Public Utility District and the North Tahoe Fire Protection District. Should a potential or actual conflict of interest arise, we will discuss the matter with the clients and we would not represent either party. However, there are times, when clients with potential or actual conflicts have requested us to provide services. In

those types of situations, we will evaluate the matter and if we feel that we can provide valuable services to our clients, we will provide the services after receiving written waivers of the conflict of interest from both parties.

3. For the person designated to be the Airport District Attorney, please list all public clients that person presently represents as attorney or general counsel. Please list the meeting dates and times for the city council or governing bodies of these clients.

- ♦ Truckee Donner Public Utility District*
 - First and third Wednesday of every month at 6pm – Truckee
- ♦ Tahoe City Public Utility District *
 - Third Friday of every month at 8:30am – Tahoe City
- ♦ Herlong Public Utility District
 - Second Thursday of every month at 5:30pm – Herlong
- ♦ Truckee Donner Recreation and Park District
 - Second Tuesday of every month at pm – Truckee
- ♦ City of Portola*
 - Second and fourth Wednesday of every month at 7pm – Portola
- ♦ City of Loyalton
 - Third Tuesday of every month at 6pm – Loyalton
- ♦ Tahoe Forest Hospital District*
 - Third Tuesday of every month at 4pm – Truckee
- ♦ Eastern Plumas Health Care District
 - Fourth Thursday of every month at 10am – Portola
- ♦ Plumas District Hospital
 - First Thursday of every month at 5pm – Quincy
- ♦ Greenhorn Creek Community Services District
 - Third Thursday of every month at 6pm – Quincy
- ♦ M-S-R Public Power Agency*
 - Wednesday following the third Monday of every month at 12:00pm – Rancho Cordova

- ♦ M-S-R Energy Authority*
 - Wednesday following the third Monday of every month at 12:30pm – Rancho Cordova

*Denotes meetings that Steve Gross regularly attends.

**Steve Gross currently serves as the Chair of the Tahoe Truckee Community Foundation and has regular Board meetings on the second Thursday of every other month at 7:30 am in Truckee (next meeting is November 14, 2013) and Executive Committee meetings on the fourth Thursday of every month at 7:30 am that rotate between Truckee and Tahoe City.

C. Compensation or Reimbursement

1. Please describe how the firm intends to provide legal services, either on a flat-rate monthly retainer (state the amount of the retainer), or on an hourly or different basis. Basic services, for the purpose of this proposal, shall include those legal services generally understood within the field of special district or municipal law to fall within the category of "general counsel" work, and shall include, but not necessarily be limited to, the following:
 - a. Routine legal advice, telephone and personal consultations with the Board of Directors and District staff.
 - b. Assistance in the preparation and review of policies, resolutions, agreements, contracts, forms, notices, certificates, deeds and other documents required by the District.
 - c. Attendance at all Board of Directors regular and special meetings. Meetings are held on the fourth Wednesday of every month at 4:00 PM.
 - d. Attendance at other Board, commission and committee meetings as required. Airport Community Advisory Team (ACAT) meets on the second Tuesday of each month and may require attendance from time to time.
 - e. Attendance at staff meetings and meetings with District staff as needed.
 - f. The rendering of legal advice and opinions concerning legal matters that affect the District.
 - g. The handling of District personnel matters, including employee disciplinary and grievance matters. The General Manager also retains specialized legal counsel to assist with personnel and human resource issues.
 - h. Legal work pertaining to property acquisitions, property disposals, public improvements, easement dedications, right of way abandonments.
 - i. The monitoring of pending and current state and federal legislation and court decisions as appropriate.

- j. The coordination of outside legal counsel as needed and as directed by the Board of Directors and the General Manager.

We propose to provide "general counsel" services, as described above, on an hourly basis. However, we would consider providing these services on a fixed fee basis or a combination of hourly rates and fixed fees if so desired by the District.

2. Please define what type of work you would consider to be extra or special work which would be billed in addition to basic services. Please state the hourly rates for the designated Airport District Attorney and associates for such specialized services.

We consider litigation work to be special work that would be billed in addition to basic services and for which we would charge at a different rates. The litigation rates we propose to charge for litigation services are as follows:

1. James E. Simon – \$350.00/hr*
2. Peter H. Cuttitta – \$350.00/hr

*These rates would be subject to periodic adjustment.

3. If hourly billing is preferred, please state the hourly rates for designated Airport District Attorney and associates for general work and for special services such as litigation, if such services will be billed at a different hourly rate.

Hourly Rates*:

1. Steven C. Gross – General Counsel services - \$220.00/hr
2. Brian C. Hanley – General Counsel services - \$220.00/hr
3. James E. Simon – Litigation services - \$350.00/hr
4. Peter H. Cuttitta – Litigation services - \$350.00/hr

*These rates would be subject to periodic adjustment.

4. Please define the type and unit rates for reimbursement for expenses such as mileage, reproduction of documents, faxed documents, word processing charges, etc.

Miscellaneous Expenses

Ordinary long-distance telephone charges for phone calls and faxes, and routine postage and copying expenses, will be charged to you by multiplying the total fees for services charged for each month by a factor of 0.04, adding that 4% administrative fee to your monthly invoice. We have found that it is extraordinarily time-consuming to track and bill individual clients for such expenses on an item by item basis. In litigation matters, however, we may in our discretion, elect to track and charge you for expenses on an itemized basis because any costs charged to you by using a flat percentage administrative fee in the manner indicated above may not be recoverable from an opposing party in the

event you prevail in the litigation. In our discretion, large or extraordinary telephone, fax, postage, delivery or copying expenses will be itemized and charged to you, in addition to the 4% administrative fee mentioned above.

Out-of-Pocket Expenses

All other out-of-pocket disbursements for expenses will be itemized on your invoice at our cost. Examples include computer legal research charges, courier and messenger charges, court reporter fees, filing and recording fees, copying and imaging charges paid to others, expedite fees, reasonable travel, lodging expenses and mileage at the current IRS business mileage rate. Normally, expenses will be advanced on your behalf if the cost is \$500.00 or less. If an expense is greater than \$500.00, you will be asked to pay that expense in advance. Whether we advance costs is at our discretion.

D. Professional References

Please provide three professional references for the individual designated as Airport District Attorney. Please include for each reference an address and work telephone number.

a. Truckee Donner Public Utility District

1. Michael Holley, General Manager

(530) 582-3916

MichaelHolley@tdpud.org

2. Stephen Hollabaugh, Assistant General Manager and Power Supply Engineer

(530) 582-3934

StephenHollabaugh@tdpud.org

b. M-S-R Public Power Agency and M-S-R Energy Authority

Martin Hopper, General Manager

(408) 307-0512

mhopper@msrpower.org

c. City of Portola

Todd Roberts, Interim City Manager

(530) 832-6800

t.roberts@ci.portola.ca.us

d. Tahoe City Public Utility District

Cindy Gustafson, General Manager

(530) 583-3796

cindyg@tcpud.org

e. Herlong Public Utility District

Pat Williams, General Manager
(530) 827-3150
pat@herlongpud.com

f. Greenhorn Creek Community Services District

1. Roy Carter, General Manager
(530) 283-4588
randp@psln.com

2. Susan Scarlett, Finance Manager
(530) 283-9670
scarlettbiz@sbcglobal.net

g. Tahoe Forest Hospital District

Bob Schapper, CEO
(530) 582-3480
rschapper@tfhd.com

h. Eastern Plumas Health Care District

Tom Hayes, CEO
(530) 832-6563
thayes@ephc.org

ATTACHMENT 1

PROPOSED CONTRACTUAL AGREEMENT

Louis A. Basile
Kelley R. Carroll*†
Peter H. Cuttitta*
Steven C. Gross*
Brian C. Hanley*
Stephen C. Lieberman
James L. Porter, Jr.*
James E. Simon



Catherine E. Blaber**

Dennis W. De Cuir, A Law
Corporation, Of Counsel

† Certified Specialist in Estate
Planning, Trust & Probate Law
* Also licensed in Nevada
• Also licensed in Oregon

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October 8, 2013

VIA U.S. MAIL

Truckee Tahoe Airport District
Attn.: Kevin Smith
10356 Truckee Airport Road
Truckee, CA 91616

Re: AGREEMENT REGARDING LEGAL REPRESENTATION (the "Agreement")

Dear Kevin:

This will confirm that you, Tahoe Truckee Airport District (referred to herein as "you," or the "Client"), has asked our firm (referred to herein as "Porter Simon," "we" or the "firm") to represent and advise you in connection with general legal services. This letter sets forth the agreement concerning our representation of you on this matter and any other matters on which we agree to represent you in the future, including matters of your related or affiliated entities.

The California State Bar requires written fee agreements under circumstances where the attorneys' fees could exceed \$1,000. Because it is imperative to a good attorney/client relationship, our firm requires written fee agreements at the beginning of our representation. This helps all parties understand and agree upon the amount and method for payment of our fees. Therefore, we ask you to read this Agreement carefully. Please understand we will have no obligation to provide any further legal services to you until you return a signed copy of this Agreement and pay the Retainer specified in Paragraph 1 (if any).

The following paragraphs set forth the rights and obligations of the Client and of Porter Simon under this Agreement.

1. Retainer

Despite our usual practice, we are not requiring a retainer at this time; however, we will bill you our standard hourly fees for all persons rendering services on this matter. We will bill attorneys' fees and costs monthly as they are incurred. These amounts are due when billed. We reserve the right to request a retainer any time in any amount in our sole discretion. If your matter results in litigation, it may be handled by our litigation group and may require a separate retainer and fee agreement detailing those litigation services.

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2. Fees

The fee for attorney services currently ranges from \$250 to \$385 per hour. The fee for my time is \$220 an hour. Fees for other attorneys who may assist with legal services include Brian Hanley at \$220 an hour, Peter Cuttitta at \$350 an hour and Jim Simon also at \$350 an hour. The fee for legal assistants and law clerks ranges from \$75 to \$175 per hour.

We reserve the right to increase these hourly fees after notice to you. If you decline to pay any increased fees, after such notice the firm reserves the right to withdraw as your attorney. We charge for all time devoted to a client's matter, including but not limited to, the following services: attending conferences with you or others regarding your case, telephone calls, email, travel, depositions, reviewing correspondence received, court appearances, legal research and analysis, consulting with other attorneys and experts, preparing and reviewing documents and letters, and other work related to the matter. Although one attorney is generally responsible for a particular client matter, other attorneys, as well as legal assistants, law clerks and staff, may be involved when appropriate, and their time charged. The legal personnel assigned to your matter may confer among themselves about the matter as required. When they do confer, jointly attend meetings, court hearings, or other proceedings, each person will charge for their time independently. Our hourly fee for attorney services includes typical, but not extraordinary, clerical and secretarial services, such as routine filing, transcribing attorney dictation, routine and limited word processing, and transmitting correspondence. Time spent by legal personnel on extraordinary clerical or secretarial services may be billed to you in our discretion at the hourly rates for such personnel. All time spent by legal assistants in a paralegal capacity will be billed to you at the hourly rates for such personnel. Attorneys, law clerks and legal assistants bill their time in minimum units of one tenth (.1) of one hour.

We may also impose minimum charges for certain services in our discretion. From time to time you may be billed based upon the reasonable value of services, which could exceed the actual time spent by the attorney, pertaining to the preparation of agreements, contracts, leases, documents of title, and/or other written documents and pleadings, which have already been produced by and are the work product of this firm.

It is impossible to predict in advance the total amount of our fees and costs. Representation of this nature may become more or less complicated than it first appears, and the time and effort that our firm invests will depend in part upon the cooperation, or lack of it, of other parties. In any event, we will try to keep the fees and costs as low as possible consistent with properly representing your interests.

3. Costs

You agree to pay in advance or reimburse us in full for all out-of-pocket expenses, costs and disbursements incurred and paid on your behalf. Out-of-pocket costs and disbursements will be charged to you in the following manner:

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(a) Ordinary long-distance telephone charges for phone calls and faxes, routine postage, scanning and copying expenses, will be charged to you by multiplying the total fees for services charged for each month by a factor of 0.04, adding that 4% administrative fee to your monthly invoice. We have found that it is extraordinarily time-consuming to track and bill individual clients for such expenses on an item by item basis. In litigation matters, however, we may in our discretion, elect to track and charge you for expenses on an itemized basis because any costs charged to you by using a flat percentage administrative fee in the manner indicated above may not be recoverable from an opposing party in the event you prevail in the litigation. In our discretion, large or extraordinary telephone, fax, postage, delivery, copying, scanning or other expenses related to your matter will be itemized and charged to you, in addition to the 4% administrative fee mentioned above.

(b) All other out-of-pocket disbursements for expenses will be itemized on your invoice at our cost. Examples include computer legal research charges, courier and messenger charges, filing charges or fees, corporate filing companies or services, court reporter fees, filing and recording fees, title company fees, notary fees, copying, scanning and imaging charges paid to others, expedite fees, reasonable travel, lodging expenses and mileage at the current IRS business mileage rate. Normally, expenses will be advanced on your behalf if the cost is \$500.00 or less. If an expense is greater than \$500.00, you will be asked to pay that expense in advance. Whether we advance costs or not is at our sole discretion.

4. Payment of Fees and Costs

Each month the firm will send you a statement of charges describing the fees for legal services and costs advanced or charged against your retainer, including the total amount, rate, and basis of calculation. If you have any questions regarding the amount of fees or costs, please call immediately so that we can resolve any issues and answer any questions. If the costs of our representation exceed your Retainer and we do not ask you to replenish it, payment for fees and costs advanced is due when billed to you. Venue for any and all disputes and dispute resolution shall be exclusively in Placer County, California unless Porter Simon and the Client mutually agree otherwise. Client hereby consents to personal jurisdiction in said forum.

5. Document Retention Policy

It is our practice to destroy your files not less than seven years following completion of a matter, unless otherwise specifically directed by you. Your file is limited to the paper file maintained by this office only, including the original of any documents you have provided to the firm, but excludes attorney notes, draft documents and/or internal firm emails. In the event you desire a copy of any electronic documents that exist on the firm's computer server, you agree to pay the firm at the rates set forth above for any and all efforts to retrieve and distribute copies to you. You shall not be entitled to any forms or other firm documents in their original word processing or other electronic format, and the firm retains the discretion to provide you with a

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hard copy of the document or the electronic copy in whatever format the firm selects (e.g., a PDF file instead of the Word file). In the event your client file is transmitted to you electronically, you agree that you are solely responsible for maintaining the confidentiality of the transmission (see Paragraph 7 below).

6. Firm Responsibilities

We will provide those legal services reasonably required to represent you in this matter and any other matters for which you request our services. We will take reasonable steps to keep you informed of progress and to respond to your inquiries.

7. Client's Responsibilities

In addition to paying our bills promptly upon receipt, you agree to make as clear to us as possible your expectations and goals in this matter, and to timely and accurately cooperate with all our requests for information related to our representation. We have found that clients find it convenient and expeditious to communicate with us by email, and the firm's attorneys regularly communicate with clients by email. However, there are certain steps that you must take respecting these communications to maintain confidentiality and the attorney-client privilege. You are hereby advised that you are solely responsible for maintaining attorney-client privilege in your use of your email account. You must not share your email received from the firm with any third party to maintain confidentiality and attorney-client privilege. By way of example and not limitation, you should not forward any emails from the firm to a third party, share an email account with a third person (including a spouse, unless the spouse is also a client with respect to the representation on that matter), or check, receive or send emails from computers where there is no expectation of privacy (including from a workstation if the employer has a right to all electronic data from the workstation). If you do so, you risk forfeiting the attorney-client privilege, which may ultimately require the disclosure of all or some of said communications.

8. No Guaranteed Outcome

We will perform our professional services to the best of our ability, but we cannot guarantee any particular outcome. Legal matters are complicated and are difficult to predict with any certainty. Many factors may influence the result, including, without limitation, the facts, the law, the decision-maker, the opposing parties, third parties and your budget. Any comments from attorneys about your matter whatsoever (e.g., likely result or outcome of client matters or amount of anticipated fees/costs) are expressions of individual opinion only and not a guarantee or promise.

9. Discharge, Withdrawal and Termination

You may terminate our representation at any time upon reasonable written notice to us. You will remain responsible for all fees and costs incurred through the effective date and time of

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such termination. Our firm may withdraw from representation upon reasonable notice to you if you do not pay our statements promptly, if your Retainer is not restored upon our request, if you fail to communicate with us, if anything else occurs that in our judgment impairs an effective attorney-client relationship, or for any other good cause as determined by the Firm in its sole and absolute discretion. When we complete our representation in this matter, any unpaid charges will immediately become due and payable. Upon such completion and at your request, we will deliver your client file whether or not you have paid for our services.

10. Miscellaneous

This Agreement contains the entire agreement between the Client and Porter Simon. No other agreement, statement, or promise, whether oral or written, made on or before the effective date of this Agreement shall be binding on either the Client or Porter Simon. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect. The headings in this Agreement are for reference only and do not describe, limit, or otherwise define the scope or intent of this Agreement or any of its provisions. The parties may modify this Agreement only in a writing by both parties and neither party may assign this Agreement. This Agreement will govern all legal services Porter Simon performs on your behalf, commencing with the date the firm first performed services for you. The date at the beginning of this Agreement is for reference only. If more than one individual or representative for a client entity signs below, each agrees to be jointly and severally liable for all obligations under this Agreement.

11. Dispute Resolution

You agree to the following dispute resolution provisions whether initialed by you or not. In the event of a dispute arising out of or connected with this letter Agreement that cannot be resolved by informal discussions between you and Porter Simon, the dispute shall be resolved as follows:

a. **Negotiation.** Porter Simon and the Client agree that they will attempt in good faith to resolve through negotiation any dispute, arising out of or relating to this Agreement. Either Porter Simon or the Client may initiate negotiations by providing written notice in letter form to the other side, setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within five (5) days with a detailed statement of its position on, and recommended solution to, the dispute. If the dispute is not resolved by this exchange of correspondence, then representatives of each side with full settlement authority will meet at a mutually agreeable time and place, within ten (10) days of the date of the initial notice, in order to exchange relevant information and perspectives and to attempt to resolve the dispute. If Porter Simon and the Client are unable to resolve the dispute at the meeting by negotiations, either side may then initiate the dispute resolution provisions as outlined in subsections (b) through (d) of this Paragraph 11.

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During any dispute and negotiation the Client shall continue timely to pay Porter Simon for services rendered for which obligations remain unsatisfied, even though such dispute may concern those services.

b. **Mediation.** After engaging in negotiation as set forth in Paragraph 11(a), Porter Simon and the Client then agree to mediate any dispute or claim arising between them out of this Agreement or any resulting transaction before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally between the Client and Porter Simon. If any party commences an arbitration or court action without first attempting to resolve the matter through mediation, then that party shall not be entitled to recover attorney's fees, even if they would otherwise be available to that party.

c. **Arbitration.** Porter Simon and the Client agree that any dispute or claim in law or equity arising out of this Agreement or any resulting transaction, including without limitation claims of malpractice or professional negligence, that is not settled through mediation, shall be decided by neutral, binding arbitration and not by court action. The arbitration shall be conducted by a retired judge or justice selected by the Client and Porter Simon jointly, unless both parties agree to a different arbitrator. The arbitrator shall render an award in accordance with substantive California law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The Client and Porter Simon each shall have the right to discovery in accordance with Code of Civil Procedure section 1283.05. Small claims matters are exempt from arbitration. Fees of the arbitrator shall be taxed as costs.

d. **MFAA.** Under Section 6201 of the California Business and Professions Code (the Mandatory Fee Arbitration Act, or "MFAA"), as a client, you have the right to resolve disputes regarding our fees and costs through nonbinding arbitration or through court action. We are required to give you written notice of this right to nonbinding arbitration before we initiate any proceeding seeking payment of fees. If you decline to elect nonbinding MFAA arbitration within thirty days of receiving the notice, the binding arbitration provisions set forth in paragraph (c) above will apply.

Client's Initials

on behalf of Porter Simon

If it is acceptable, please initial the Dispute Resolution provisions above, sign/date, and return a copy to us at your earliest convenience, along with the requested retainer (if any). You may return signed copies by facsimile or email (e.g., PDF scan), which shall constitute your binding signature and entry into this Agreement as if you returned an original signature.

**PRIVILEGED AND CONFIDENTIAL COMMUNICATION
(DO NOT FORWARD OR DISTRIBUTE)**

If any part of this Agreement is not clear to you, feel free to ask me to explain it further before you sign. You also have the right to consult another attorney about any aspect of this Agreement. We look forward to working with you.

Very truly yours,
PORTER SIMON
Professional Corporation

STEVEN C. GROSS
gross@portersimon.com

SCG:st

The undersigned understands and agrees to all of the foregoing terms and conditions set forth in this Agreement, including, without limitation, the arbitration and other dispute resolution provisions set forth in Paragraph 11 (whether initialed or not initialed), and acknowledge that the undersigned has received a copy of this Agreement and agrees to be bound by the Agreement.

Dated: _____, 2013

TRUCKEE TAHOE AIRPORT DISTRICT

By _____
Kevin Smith, General Manager