



SACRAMENTO GROUNDWATER AUTHORITY
SPECIAL MEETING OF THE BOARD OF DIRECTORS

Thursday, February 13, 2025
at 9:00 a.m.

[Regular meeting will follow immediately after this meeting]

2295 Gateway Oaks, Suite 100
Sacramento, CA 95833
(916) 967-7692

The Board will discuss all items on this agenda, and may take action on any of those items, including information items and continued items. The Board may also discuss other items that do not appear on this agenda but will not act on those items unless action is urgent, and a resolution is passed by a two-thirds (2/3) vote declaring that the need for action arose after posting of this agenda.

IMPORTANT NOTICE REGARDING VIRTUAL PUBLIC PARTICIPATION:

The Sacramento Groundwater Authority currently provides in person as well as virtual public participation via the Zoom link below until further notice. The public shall have the opportunity to directly address the Board on any item of interest before or during the Board's consideration of that item. Public comment on items within the jurisdiction of the Board is welcomed, subject to reasonable time limitations for each speaker.

Join Zoom Meeting

<https://us06web.zoom.us/j/86234537375>

Meeting ID: 862 3453 7375 Passcode: 955951

Dial by your location

+1 669 444 9171 US or +1 669 900 6833 US (San Jose)

If we experience technical difficulties and the Zoom link drops and you are no longer able to connect to the Board meeting, please dial 1-877-654-0338 – Guest Code 198

Public documents relating to any open session item listed on this agenda that are distributed to all or a majority of the members of the Board of Directors less than 72 hours before the meeting are available for public inspection on SGA's website. In compliance with the Americans with Disabilities Act, if you have a disability and need a disability-related modification or accommodation to participate in this meeting, please contact jpeifer@rwah2o.org. Requests must be made as early as possible, and at least one full business day before the start of the meeting.

AGENDA

1. CALL TO ORDER AND ROLL CALL

- 2. PUBLIC COMMENT:** Members of the public who wish to address the Board on the agenda item below may do so at this time. Please keep your comments to less than three minutes.

3. PROCUREMENT OF LEGAL SERVICES

Presenter: Jim Peifer, Executive Director

Action: Direct the Executive Director to: (1) Execute and Agreement with Wanger Jones Helsley PC for Legal Services; and (2) Authorize the Transfer of Files from Ellison Schnider Harris & Donlan LLP to Wanger Jones Helsley PC

ADJOURNMENT

Next SGA Board of Director's Meetings:

April 10, 2025 9:00 a.m. at the RWA/SGA office, 2295 Gateway Oaks, Suite 100, Sacramento, CA 95833. The location is subject to change. Notification will be emailed when the SGA electronic packet is complete and posted on the SGA website at <https://www.sgah2o.org/meetings/board-meetings/>

Posted on: February 11, 2025



Ashley Flores, CMC, Secretary

2025 SGA BOARD MEMBERS

Organization	Representative/Alternate	Appointing Authority	Term Ends
California American Water	S. Audie Foster Terry Coleman (Alternate)	Sacramento City Council	August 2028
Carmichael Water District	Paul Selsky Jeff Nelson (Alternate)	Sacramento County	August 2026
Citrus Heights Water District	Caryl Sheehan Raymond Riehle (Alternate)	Citrus Heights City Council	February 2028
City of Folsom	Marcus Yasutake Barbara Leary (Alternate) Todd Eising (Alternate)	Folsom City Council	Jan 2027
City of Sacramento	Lisa Kaplan Brett Ewart (Alternate)	Sacramento City Council	April 2028 (Annual Review)
County of Sacramento	Rosario Rodriguez Chris Hunley Chair Kerry Schmitz (Alternate) Matt Satow (Alternate)	Sacramento County	July 17, 2026
Del Paso Manor Water District	Gwynne Pratt	Sacramento City Council	August 2028
Fair Oaks Water District	Randy Marx Christian Petersen (Alternate)	Sacramento County	August 2026
Golden State Water Company	Paul Schubert Sean Twilla (Alternate)	Sacramento City Council	August 2028
Natomas Central MWC	Matt Lauppe Brett Gray (Alternate)	Sacramento City Council	August 2028
Orange Vale Water Company	John Wingerter Craig Davis (Alternate)	Sacramento County	August 2026
Rio Linda/Elverta CWD	Maria Liverett Anthony Cline (Alternate)	Sacramento County	August 2026
Sacramento Suburban Water District	Jay Boatwright Vice Chair Robert Wichert (Alternate) Kevin Thomas (Alternate)	Sacramento City Council	July 2026 <i>(Updated 4/4/23)</i>
San Juan Water District	Ted Costa Dan Rich (Alternate)	Sacramento County	August 2026
Agriculture	Mike DeWit Nathan Doyel (Alternate)	Sacramento County	August 2026
Self-Supplied Industry	Clint Luedtke Del Paso Country Club	Sacramento City Council	August 2028

Agenda Item 3

Topic: Procurement of Legal Services
Item For: Action; Authorize Signing Authority
Purpose: Policy 100.1, Section 13

SUBMITTED BY: Jim Peifer
Executive Director

PRESENTER: Jim Peifer
Executive Director

EXECUTIVE SUMMARY

This is an action item for the Sacramento Groundwater Authority Board of Directors to review the engagement agreement with Wanger Jones Helsley PC to provide Legal Services to the SGA and to transfer legal files to Wanger Jones Helsley PC.

STAFF RECOMMENDED ACTION

Direct the Executive Director to: (1) Execute and Agreement with Wanger Jones Helsley PC for Legal Services; and (2) Authorize the Transfer of Files from Ellison Schnider Harris & Donlan LLP to Wanger Jones Helsley PC

BACKGROUND

For over 25 years, the law firm Ellison Schnieder Harris & Donlan LLP has provided legal services to SGA. That firm will no longer exist on March 1st, 2025. Most of the that firm's principals will become part of Wanger Jones Helsley PC with an office in Sacramento.

Staff is recommending that the SGA retain the firm of Wanger Jones Helsley PC to provide legal services to the SGA. This firm will be able to provide legal services that the SGA has received since Ellison Schnieder Harris & Donlan has been counsel to the SGA. In addition, retaining Wanger Jones Helsley would allow access to a greater range of legal services such as employment law. This arrangement would allow Mr. Chris Sanders to continue to be SGA's General Counsel.

A copy of the draft agreement is attached. The fee section on page 2 has an item for contract attorneys, which will allow Wanger Jones Helsley to engage Mr. Chris Sanders and others as necessary to assist in the provision of legal services to the SGA. The proposed rates are consistent with existing SGA rates, with an approximately 3% adjustment to account for inflation since Ellison Schnieder Harris & Donlan last adjusted rates in January 2023. The existing services agreement with Ellison Schneider Harris & Donlan will continue through February 28, 2025, and the services agreement with Wanger Jones Helsley will be effective on March 1, 2025, if approved by Board of Directors.

Ellison Schnieder Harris & Donlan currently holds a number of legal files on behalf of the SGA. The files would need to be transferred to Wanger Jones Helsley should the Board direct it.

Agenda Item 3

FINDING/CONCLUSION

Staff recommends the Board approve the agreement and authorize the Executive Director authority to execute the agreement.

ATTACHMENTS

Attachment 1- Agreement for Legal Services

WANGER JONES HELSLEY PC
ATTORNEYS

OLIVER W. WANGER
TIMOTHY JONES*
MICHAEL S. HELSLEY
RILEY C. WALTER
PATRICK D. TOOLE
SCOTT D. LAIRD
JOHN P. KINSEY
KURT F. VOTE
TROY T. EWELL
JAY A. CHRISTOFFERSON
MARISA L. BALCH†
AMANDA G. HEBESHA**
PETER M. JONES†
JEFFREY B. PAPE†
DEBORAH K. BOYETT
STEVEN K. VOTE
NICOLAS R. CARDELLA
GIULIO A. SANCHEZ
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ETHAN E. MORA†
BENJAMIN C. WEST
HUNTER C. CASTRO
STEPHANIE M. HOSMAN
IAN J. QUINN††
RACHEL L. POMBO
NATHAN J. MARTIN
COLTEN D. BALLINGER
COLLEEN E. LITTLE
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* Also admitted in Washington
** Also admitted in Idaho
† Of Counsel
†† Also admitted in Texas

March 1, 2025

VIA U.S. MAIL

Sacramento Groundwater Authority
Jim Peifer, Executive Director
2295 Gateway Oaks, Suite 100
Sacramento, CA 95833

Re: Engagement Agreement

Dear Mr. Peifer:

This agreement between Wanger Jones Helsley PC and the Sacramento Groundwater Authority (SGA) shall be effective March 1, 2025. In accordance with our ethical responsibilities as attorneys, this letter sets forth our billing policies and procedures pursuant to which this office will represent SGA. Please be advised that our firm maintains errors and omissions insurance coverage applicable to the services to be rendered in our representation of SGA.

The value of our services is based primarily upon time records kept by each of our attorneys and legal assistants. Clients are billed based upon the actual time worked except that we charge for our time in minimum units of one-tenth of an hour. We will charge you for the time we

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spend on telephone calls relating to your matter, including telephone calls with you, opposing counsel or court personnel. The legal personnel assigned to your matter may confer among themselves about the matter as required. When they do confer, each person will charge for his or her time. Likewise, if it is necessary for more than one of our legal personnel to attend a meeting, court hearing or other proceeding, each will charge for the time spent. We will charge for waiting time in court and elsewhere.

All attorneys of the firm are assigned hourly rates. At present, the attorneys' rates range from \$275.00 to \$655.00 per hour, based on experience and expertise. The hourly rate for law clerks and paralegals is presently \$175.00 to \$225.00 per hour. Specific 2025 hourly rates for the following individuals for SGA matters will be:

Robert E. Donlan – \$410

Craig A. Carnes – \$350

Shawnda M. Grady – \$350

Kevin W. Bursey – \$320

Paralegals and Law Clerks – \$190

Contract Attorneys – commensurate with experience and WJH rate structure

Rates for other WJH attorneys who may work on SGA matters will be consistent with the above rates based on comparable levels of experience and expertise. The firm reviews its rate structure annually. Hourly rates are subject to increases to reflect experience gained by each attorney during the preceding year and to keep pace with the rate of inflation.

It is our policy to serve our clients with the most cost-effective support systems available, while at the same time allocating the costs of such systems in accordance with the extent of usage by individual clients. Therefore, in addition to our fees for legal services, we also charge separately for certain costs and expense disbursements, including long distance telephone, fax, messenger, courier and other communication costs; reproduction; document retrieval; staff overtime when required by the client or the matter's timing; computer research facilities and e-Discovery software; and other costs and expenses incurred on behalf of a client. A schedule of such charges is attached. Large disbursement billings may be forwarded to you for direct payment.

Any estimates of anticipated fees which we provide at the request of a client, whether for budgeting purposes or otherwise, are, due to the uncertainties involved, necessarily only an approximation of potential fees. Under no circumstances are such estimates a maximum or minimum fee quotation. Our actual fees will be determined in accordance with the policies described above.

Our billing statements ordinarily will be rendered to clients on a monthly basis. Our billing cycle runs from the 16th day of the month to the 15th day of the following month.

WANGER JONES HELSLEY PC

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We make every effort to include disbursements in the statement for the month in which the disbursements are incurred. However, some disbursements, such as LEXIS-NEXIS or Westlaw charges, or costs for e-Discovery software such as iPro or Everlaw, are not available to us until later, and are included on the statement for the following month.

Our billing statements are due and payable upon receipt. Clients whose statements are not paid within 30 days of the statement date may be assessed a late charge on the unpaid balance at the rate of 8 percent per annum. In the event the firm is forced to institute legal proceedings to collect a bill, the client will be required to pay court costs and reasonable attorneys' fees to the firm as part of the judgment rendered in such proceeding, and any costs and attorneys' fee incurred in collecting such judgment.

You may discharge us at any time. We may withdraw from this matter with your consent or for good cause. Good cause includes breach of the terms of this agreement, (including failure to pay all billing statements where due) your refusal to cooperate with us or to follow our advice on a material matter or any other fact or circumstance that would render our continuing representation unlawful or unethical. When our services conclude for whatever reason, all unpaid charges shall become immediately due and payable. After our services conclude, we will, upon your request, deliver your file to you, along with any of your funds or property in our possession.

We reserve the right to require an advance after commencement of work, depending on payment history and/or the scope of the work. For example, prior to a protracted trial, we may require an advance to cover fees and costs expected to be incurred in connection with the trial.

We may withdraw from representing you if you fail promptly to pay an advance which we may later require, or a monthly invoice. By signing this letter, you authorize us to pay for our services and costs with the advance paid by you, as they are incurred. The balance of any advance left at the conclusion of our services will be returned to you.

Let us assure you that it has always been and will continue to be our goal to provide legal services to our clients on the most cost-efficient basis possible. To meet this goal, cooperation between the attorney and the client is necessary. Therefore, you must be responsible for keeping this firm advised of your address, paying our bills when due and complying with all reasonable requests made of you in connection with this firm's representation of you. We encourage our clients to contact us immediately if at any time they wish to discuss either billing or billing policies and procedures generally, or a specific billing statement.

We want you to recognize that we have not made any promise or guarantee about the outcome of any matter we handle for you and nothing in this letter shall be construed as such a promise or guarantee.

Our law firm will maintain records generated during the course of your representation, as well as any documents you provide to us during this representation, until

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three (3) years after the conclusion of this representation. You may request that we return any documents you provided to us, and/or a copy of your file, at any time following the conclusion of this representation up until the end of the foregoing three (3) year period. If we do not receive a request from you for any documents you provided to us, and/or a copy of your file, by that time, we will arrange to have the file and the documents shredded.

Unless a different agreement in writing is made between us, this agreement will govern all future services we perform for you. In addition, this agreement will control any services performed by us prior to the time you sign this letter.

If you agree to the terms of this letter, please date and sign this letter and return it to us via fax or e-mail. For your convenience, we have enclosed a copy for your files.

As stated at the onset, this letter is required as part of our ethical responsibilities to our new clients. This agreement will govern all legal services performed commencing with the date on which the first service is performed. We are looking forward to representing you.

If you have any questions, please feel free to contact me.

Very truly yours,

Robert E. Donlan

Enclosure

WANGER JONES HELSLEY PC

Sacramento Groundwater Authority

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I agree to the terms set forth in this letter.

Dated: _____, 2025

Sacramento Groundwater Authority

By: _____
Jim Peifer, Executive Director

**WANGER JONES HELSLEY PC
SERVICE CHARGES**

Client delivery; errands; special court runs	Actual Cost/minimum charge of \$15.00 for delivery
Mileage	Current IRS rate
Photocopies	\$.15 per page
Postage	Actual Cost
Everlaw/iPro e-Discovery	Actual Cost
LEXIS-NEXIS/Westlaw	Actual Cost

Please Note: Delinquent accounts may be assessed monthly interest at the rate of eight percent (8%) per annum.