

AGREEMENT FOR INTERIM LEGAL SERVICES

This Agreement for Interim Legal Services (“Agreement”) is effective from January 1, 2024 (“Effective Date”), and no later than June 15, 2024, between the Independence Ranch Community Services District (“District”) and Adamski Moroski Madden Cumberland & Green LLP (“Attorney”) to perform the legal services described below, regardless of when signed. The District and Attorney are hereinafter referred to as the “Parties.” To the extent that Cal. Bus. & Prof. Code § 6148 applies to this engagement, this Agreement is intended to fulfill the requirements of that section.

1. RECITALS.

1.1. The District desires to retain the Attorney to serve as interim legal counsel for the District. The scope of the requested representation by the Attorney is to advise and represent the District in connection with Basic Legal Services, as defined in Attachment A, that the District may refer to the Attorney from time to time ("Matter(s)"), including acting as District interim general legal counsel. This includes in-person attendance at those regular and special meetings of the District Board of Directors for which Attorney is available.

1.2. The scope of the representation may be expanded from the work described above only if agreed upon in writing by both the District and the Attorney. The Attorney cannot guarantee a particular result or outcome in the Matter for which the Attorney has been retained. The Attorney’s responsibility in representing the District is to provide effective legal services consistent with our ethical and professional responsibilities and based upon all available information.

1.3. This Agreement is effective as of the Effective Date, regardless of when the Agreement is signed by the Parties. This Agreement shall terminate on July 1, 2024.

2. TERM OF AGREEMENT.

The term of this Agreement shall be from the Effective Date until the District has selected and entered into an agreement with a permanent District Legal Counsel, but no later than June 15, 2024. It is understood by and between the parties that the District may also hire additional legal counsel for other matters after the execution of this Agreement. This Agreement shall remain in full force and effect until June 15, 2024, or until this Agreement is terminated as provided herein.

3. ATTORNEYS' FEES IN INDIVIDUAL ACTION; STATEMENTS IN "BLOCK BILLING" FORMAT.

3.1. The District agrees to pay attorneys' fees on the following basis. It is understood that no specific fee is set by law, and that this fee has been specifically agreed to between the Parties. It is understood and agreed that the Attorney will submit its monthly invoices and costs advanced to Independence Ranch Community Services District, attention General Manager. It is

expressly understood and agreed that the District is responsible for the attorneys' fees and cost obligations incurred by the Attorney in representing the interests of the District.

3.2. Billing statements will be prepared and emailed by the Attorney to the District on a monthly basis. The Attorney's billing cycle is the calendar month. Payment of the billing statement is due upon receipt by the District, and a billed amount will be deemed past due if not paid within thirty (30) days of the date of the billing statement on which it first appears. Upon completion of this representation, the Attorney will send the District a final statement for all remaining fees and costs, if any.

3.3. The attorneys' fees component of the Attorney's billing statements will appear in "block billing" format. In other words, while the work performed by Attorney attorneys on any given day will be stated in some detail, the time spent in performing those tasks will be aggregated and will appear as a single time entry. The minimum billing block is 0.1 hour for each task.

3.4. You recognize and agree that one or more lawyers and/or paralegals at the firm may work on the Matter. You understand that You are hiring the law firm and not any individual lawyers. However, Daniel M. Cheung will be the attorney primarily responsible for this Matter.

3.5. The legal services to be rendered by the Attorney on behalf of the District will be charged at an hourly rate. All attorneys and paralegals have an assigned hourly rate and separately record their time spent on each client matter. Because the time spent by professionals in performing services on behalf of the District is the most significant element in determining the amount of our fees, the Attorney cannot predict in advance what the total amount of fees will be for this engagement.

3.5.1. Basic Legal Services: The rate for all attorneys in the firm for Basic Legal Services, as defined in Attachment A, will be \$210.00 per hour. This rate is a substantially reduced fee for public entities. The Attorney does not intend to charge for clerical staff in the ordinary course of business. However, the Attorney will utilize paralegals if certain projects can be performed by firm paralegals in a manner that ensures the highest level of representation with a decreased cost to the District. The rate for all paralegals will be \$125.00 per hour.

3.5.2. Special Legal Services Excluded: The District acknowledges that the scope of services contemplated under this Agreement does not include Special Legal Services. Special Legal Services includes any services or representation not described as Basic Legal Services, as defined in Attachment A. Special Legal Services includes but is not limited to: (a) initiation or defense of civil actions, (b) conducting investigations, (c) representing the District in administrative proceedings before any regulatory agency or body, and (d) similar types of service or representation that do not come before the District on a regular basis. If the Parties agree that the Attorney will provide Special Legal Services, those services will be provided on an hourly basis, at an hourly rate for all attorneys in the firm of \$300.00 per hour. The Attorney is not responsible for providing Special Legal Services unless mutually agreed to by the parties in writing. In the event Special Legal Services are provided without prior authorization from the District, the Attorney shall discount the rate for any unauthorized Special Legal Services to the basic legal services rate.

3.6. If a billing statement is not paid when due as described in paragraph 3.2 above,

from the date when such statement is 30 days past due, interest will be charged on the principal balance (fees, costs, and disbursements) shown on the statement. Interest will be calculated by multiplying the unpaid balance by the periodic rate of 0.833 percent per month (ten percent [10%] annual percentage rate). The unpaid balance will bear interest until paid.

4. COSTS AND EXPENSES.

4.1. The District shall be responsible for all costs and expenses incurred while working on a Matter for the District. These costs may include, without limitation, filing and other court-imposed fees, photocopying charges, telephone charges, on-line research charges, deposition costs, and travel expenses, including lodging, food and the like. With advance authorization from the District Board of Directors (“Board”), the Attorney may employ outside legal counsel, investigators and other experts or consultants, whose fees and expenses shall be charged to the District as costs.

4.2. The Attorney may, in its discretion, advance some costs and expenses, with reimbursements to be made by the District upon periodic billing, upon termination of the Matter, or upon our discharge or withdrawal as attorneys, whichever occurs first. The reimbursement of any costs advanced is in addition to any billed attorneys' fees.

4.3. The Attorney will require the deposit of the Attorney’s reasonably estimated costs and fees in any mediation, arbitration or trial ten (10) days prior to any such proceeding.

5. RETAINER DEPOSIT.

The Attorney will not require a retainer deposit prior to the commencement of work in this Matter.

6. REPRESENTATIONS.

It is acknowledged that the Attorney has made no representation whatsoever regarding the successful resolution of any legal Matter.

7. COOPERATION AND RESOLUTION.

The District agrees to cooperate fully with us in all aspects of the Matter. Examples of the assistance that the District is required to provide may include: providing information and access to records, being available for consultation and deposition sessions upon reasonable notice, actively participating in the decision-making process with regard to potential resolutions or strategy, and paying the Attorney's invoices as they come due.

8. DISCHARGE, WITHDRAWAL OR COMPLETION OF REPRESENTATION.

8.1. The legal representation described in this Agreement may be terminated under the provisions of this section. In either event, Attorney agrees to cooperate fully in the transition, including the transfer of files. Upon Attorney’s termination of this Agreement, Attorney, upon the request of the District, will continue to represent the District on any specified matters pending at that time of the termination until completion or reassignment to new legal counsel, whichever occurs first. The rates and terms of compensation shall continue as set forth in this Agreement.

8.1.1. The District may discharge the Attorney at any time with notice to the Attorney.

8.1.2. District knowingly and freely assents to Attorney's withdrawal from representation under this Agreement on the earlier of: (a) with thirty (30) days' written notice to the District, and (b) on June 15, 2024.

8.2. District acknowledges that the representation by Attorney under this Agreement is for an interim appointment to extend no later than June 15, 2024. District further acknowledges that Attorney has provided District with information regarding Rule of Professional Conduct 1.16, and that Attorney has provided District with sufficient notice to take any actions necessary to avoid reasonably foreseeable prejudice to the rights of the District, including searching for and retain other counsel, before the termination of this Agreement. Attorney will provide no further services and advance no further costs after receipt of notice that District has discharged the Attorney under Section **8.1.1**; after the expiration of thirty days from the sending of written notice under Section **8.1.2**; or, pursuant to Section **8.1.2**, June 15, 2024.

8.3. Should the Attorney withdraw or be discharged, it shall be paid for all costs advanced and any outstanding balance of attorneys' fees. The District will remain responsible for any costs incurred on the District's behalf and remaining unpaid at the time of our discharge or withdrawal.

8.4. The District and the Attorney each agree to sign any documents reasonably necessary to complete the Attorney's discharge or withdrawal as the District's attorneys.

8.5. Upon completion of the legal tasks and representation covered by this engagement letter, the Attorney will provide no further services unless agreed to in writing by both parties.

9. ARBITRATION.

9.1. Any dispute between the District and the Attorney concerning attorneys' fees or other costs for professional services rendered by the Attorney pursuant to this Agreement will be, at the District's election, submitted to arbitration. If the District elects to arbitrate such dispute, the arbitration shall be conducted pursuant to Cal. Bus. & Prof. Code § 6200 *et seq.*

9.2. In the event of any arbitration, action, or proceeding arising out of this Agreement, the prevailing party shall be entitled to recover all costs and other expenses, including reasonable attorneys' fees, incurred by it in connection with or in preparation for such arbitration, action or proceeding.

10. OTHER PROVISIONS.

10.1. Waiver. Waiver by either Party of any term or condition in this Agreement or any breach shall not constitute a waiver of any other term or condition or breach of this Agreement.

10.2. Right to Seek Independent Legal Advice. Before entering into this Agreement, the Attorney has advised the District of the District's right to seek the advice of an independent attorney concerning the terms and conditions of this Agreement. The District may seek such independent advice as it desires concerning any questions on this Matter.

10.3. Insurance Coverage. The Attorney will maintain errors and omissions insurance applicable to the legal services to be provided.

10.4. Notices. Any notice or communication permitted or required by this Agreement shall be in writing and may be made by personal delivery and email to the Attorney or to the Board President; or, if delivered by mail, shall become effective two (2) days after mailing by certified mail, return receipt requested, postage prepaid addressed as follows:

10.4.1. If to the District, to: Board President, Independence Ranch Community Services District, at the then-current business address for the District.

10.4.2. If to the Attorney, at the address listed on the last billing statement received by the District from the Attorney.

10.5. Entire Agreement. This Agreement contains all of the terms agreed upon by all Parties with respect to the subject matter of this Agreement and supersedes all prior agreements, arrangements, and communications between the parties concerning such subject matter, whether oral or written. This Agreement may only be amended by a written instrument signed and dated by all Parties and approved by resolution of the Board.

10.6. Drafting. This Agreement shall be interpreted as if it had been drafted by both parties concurrently and equally and shall not be interpreted against either Party by virtue of that Party having primarily drafted the Agreement.

**ADAMSKI MOROSKI MADDEN
CUMBERLAND & GREEN LLP
("ATTORNEY")**

**INDEPENDENCE RANCH
COMMUNITY SERVICES DISTRICT
("DISTRICT")**

By: _____
Chase Martin, Partner

Date: _____

By: _____
Board President

Date: _____

Attachment A – Basic Legal Services

Basic legal services include service or representation that comes before the Authority on a regular basis. Basic legal services include, but are not limited to, the following:

- Providing clear and concise legal advice and consultation (by telephone, in person, and written), as requested or required, to the Board of Directors, General Manager, or authorized representatives on a variety of matters pertaining to all aspects of District governance and public office.
- Drafting, reviewing, commenting on, revising and/or approving legal documents, within the requested timeframe, including but not limited to memoranda concerning legal issues, contracts and agreements, CEQA documentation, State filings, resolutions, administrative policies, certificates, notices, leases, deeds, correspondence, and staff reports.
- Attending all regular and special meetings of the Board of Directors (open and closed sessions, remote and in person), and other coordination meetings, staff meetings, strategic planning and/or study sessions, as needed, and advising the District on matters on the agenda as well as procedural matters that may arise during and following the meeting.
- Researching and interpreting complex laws, court decisions, and other authorities in order to prepare written legal opinions and to advise the District on legal matters pertaining to District policies, procedures, programs, activities, and other matters that affect the District.
- Investigating claims and complaints by and against the District and providing advice as to procedural options.
- Providing legal advice and assistance with regard to personnel matters, including but not limited to, employee disciplinary actions; providing advisory services to the District during appeal hearings; conducting the annual performance evaluation of the General Manager and compiling and presenting the evaluation summary related thereto.
- Providing guidance and annual updates, as appropriate, related to the requirements of key statutes and provisions of law, such as: Ralph M. Brown Act, Meyers-Milias-Brown Act, California Public Records Act, State and Federal law related to recycled water management, conflict of interest law, CEQA, Political Reform Act, California Tort Claims Act, California Code of Regulations, personnel and employment laws and requirements, contracts, Americans with Disabilities Act, and other legal requirements imposed by statute and common law.
- Recommending, coordinating, monitoring, and reporting on the work of outside legal counsel when required, as directed by the General Manager or Board of Directors.
- The performance of other duties related to those listed in this Attachment as directed by the General Manager and/or Board of Directors.



Community Services District

INDEPENDENCE RANCH
COMMUNITY SERVICES DISTRICT

BY-LAWS

Pages 1-6

**INDEPENDENCE RANCH COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 1-10
A RESOUATION OF THE BOARD OF DIRECTORS OF
INDEPENDENCE RANCH COMMUNITY SERVICES DISTRICT
ADOPTING BOARD BY-LAWS**

WHEREAS, The Board of Directors of the Independence Ranch Community Services District (Board of Directors) is committed to providing excellence in legislative leadership that results in the provision of the highest quality of services to its constituents.

WHEREAS, in order to assist in the government of the behavior between and among the members of the Board of Directors, the following rules shall be observed.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Directors of the Independence Ranch Community Services District as follows:

INDEPENDENCE RANCH COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS BY-LAWS

1. OFFICERS OF THE BOARD OF DIRECTORS

- 1.1 The officers of the Board of Directors are the President and the Vice President
- 1.2 The President of the Board of Directors shall serve as chairperson at all Board meetings. The President shall have the same rights as the other members of the Board in voting, introducing motions, resolutions and ordinances, and any discussion of questions that follow said actions.
- 1.3 In the absence of the President, the Vice President of the Board of Directors shall serve as chairperson over all meetings of the Board. If the President and Vice President are both absent, the remaining members shall select one among themselves to act as chairperson for the meeting.
- 1.4 The President and Vice President of the Board shall be elected annually at the first regular meeting in January and the term of office shall commence immediately upon election. The election will be in January.
- 1.5 The Board President shall appoint such standing and ad-hoc committees as may be deemed necessary or advisable by himself/herself and /or the Board. The duties of the committees shall be outlined at the time of appointment.
- 1.6 Only property owners may apply.

2. MEETINGS

- 2.1 Regular meetings of the Board of Directors shall be held monthly (January-November) at a reasonable time and place to be determined by the Board of Directors.
- 2.2 Members of the Board of Directors should attend all regular and special meetings of the Board. If a Board member misses 4 board meeting in a calendar year, automatic termination will take effect immediately.
- 2.3 No Board action may be taken on an item not on the posted agenda; provided, however, matters deemed to be emergencies or of an urgent nature may be added to the agenda under the procedures of the Brown Act.
- 2.4 Pursuant to the Brown Act:
 - (a) Board Members may briefly respond to statements or questions from the public; and
 - (b) Board Members may, on their own initiative or in response to public questions, ask questions for clarification, references to staff or other resources for factual information, or request staff to report back at a subsequent meeting; and
 - (c) The President of the Board or a Board majority in open session may take action to direct staff to place a matter on a future agenda.
- 2.5 The General Manager in cooperation with the Board President shall prepare an agenda for each regular and special meeting of the Board of Directors. Any Director may request an item to be to be placed on the agenda as long as it has been approved by the President or a majority of the Board members deem it necessary.
- 2.6 The President shall conduct all meetings in a manner consistent with the policies of the District. All comments shall be directed to the President. The President shall determine the order in which agenda items shall be considered for discussion and/or actions taken by the Board and shall announce the Board's decision on all subjects. The President shall vote on all motions except in the case of a conflict of interest. On roll call the maker of the motion shall be called first, the Board member seconding the motion shall be called second, and the remainder are polled with the President voting last, unless the President made the motion or seconded the motion.
- 2.7 A majority of the Board shall constitute a quorum (3) for the transaction of business. A majority of the Board is sufficient to do business, however motions must be passed unanimously if only three attends. When there is no quorum for

a special meeting the President, Vice President, or any Board member shall adjourn such meeting, or if no Board member is present, The General Manager shall adjourn the meeting.

- 2.8 A roll call vote if required by law or contract shall be taken upon votes on ordinances and resolutions, and shall be entered in the minutes of the Board showing those Board members voting aye, voting no, and those abstaining or absent. Unless a Board member states that he/she is not voting because of a conflict of interest, his or her silence shall be recorded as an affirmative vote.
- 2.9 Any person attending a public meeting of the Board of Directors may record the proceedings with an audio or video tape recorder or still motion picture camera in the absence of a reasonable finding that the recording cannot continue without noise, illumination, or obstruction of view that constitutes or would constitute a disruption of the proceedings.
- 2.10 All video tape recorders, shall and/or motion picture cameras shall remain stationary and shall be located and operated from behind the public speaker's podium once the meeting begins. The President retains the discretion to alter these guidelines, including the authority to require that all video tape recorders, still and/or motion picture cameras be located in the back of the room.
- 2.11 Public comment and public testimony shall be directed to the President and be limited to three minutes unless extended or shortened by the President at his/her discretion.

3. PREPARATION OF MINUTES AND MAINTENANCES OF TAPES

- 3.1 The minutes of the Board shall be kept by the President of the Board and shall be neatly produced and kept in a file for that purpose, with a record of each particular type of business transacted in paragraphs with proper subheadings.
- 3.2 The General Manager shall be required to make a record only of such business as was actually passed upon by a vote of the Board and, except as provided in Section 3.3 below, shall not be required to record any remarks of Board Members or any other person.
- 3.3 Any Director may request for inclusion into the minutes brief comments pertinent to an agenda item, but only at the meeting in which the item is discussed, or the meeting that includes a review of the minutes for approval by the Board of Directors.
- 3.4 Written materials delivered to the Board at the meeting that were not contained in the Board Agenda Packet for review by the Board prior to the meeting shall not be included in the meeting minutes.

3.5 The General Manager shall attempt to record the names and the general place of residence of persons addressing the Board, the title of the subject matter to which their remarks relate, and whether they spoke in support or opposition to such matter.

3.6 Whenever the Board acts in a quasi-judicial proceeding such as in assessment matters, the General Manager shall compile a summary of testimony of the witnesses.

3.7 Any electronic media of a District meeting made for whatever purpose at the direction of the District shall be subject to inspection pursuant to the California Public Records Act. District tape and film records may be erased (90) days after the taping or the recording.

4. MEMBERS OF THE BOARD OF DIRECTORS

4.1 Directors shall prepare themselves to discuss agenda items at meetings of The Board of Directors. Information may be requested from staff or exchanged between Directors before the meetings.

4.2 Information that is exchanged before meetings shall be distributed through The General Manager, and all Directors will receive all information being distributed.

4.3 Directors shall at all times conduct themselves with courtesy to each other, staff and to members of the audience present at Board meetings.

4.4 Differing viewpoints are healthy in the discussion making process. Individuals have the right to disagree with ideas and opinions, but without being disagreeable. Once the Board of Directors takes action, Directors should not create barriers to the implementation of said action.

5. AUTHORITY OF DIRECTORS

5.1 The Board of Directors is the unit of authority within the District. Apart from their normal function as a part of this unit, Directors have no individual authority. As individuals, Directors may not commit the District to any policy, act or expenditure.

5.2 Directors do not represent any fractional segment of the community, but are, rather, a part of the body, which represents and acts for the community as a whole.

5.3 Only Board Members are authorized to seek formal bids or contact Contractors. There must be a Board Member's signature on any change of orders from the original contract. At the Board of Directors request the General Manager may assist

the Board of Directors in obtaining bids or contracts. If the contract is over \$2,000. The Board must obtain a minimum of 2 bids.

6. DIRECTOR GUIDELINES

6.1 Board Members by making a request to the General Manager, shall have access to the information relative to the operation of the District, including but not limited to statistical information, information serving as the basis for certain actions of Staff, justification for Staff recommendations, etc. If the General Manager cannot provide the requested information in a timely manner by reason of information deficiency, or major interruption in work schedules, work load, or priorities, then the General Manager shall inform the individual Board Member why the information is not or cannot be made available.

6.2 In handling complaints from residents, property owners within the District, or to members of the public, Directors are encouraged to listen carefully to the concerns, but the complaint should be referred to the General Manager.

6.3 Directors, when seeking clarification of policy-related concerns, especially Those involving personnel, legal action, land acquisition and development, finances, and programming, should confer directly with the General Manager.

6.4 Directors and General Manager should develop a working relationship so that current issues, concerns and District projects can be discussed comfortably and openly.

6.5 When responding to constituent request and concerns the Directors should respond to individuals in a positive manner and route their questions to the General Manager.

6.6 Directors are responsible for monitoring the District's progress in attaining its goals and objectives, while pursuing its mission.

7. DIRECTOR COMPENSATION

7.1 Directors of Independence Ranch Community District offer their services on a voluntary basis. Directors waive compensation for attendance at each regular, adjourned or special meeting of the Board.

7.2 Each Board Member is entitled to reimbursement for their expenses incurred in the performance of the duties required or authorized by the Board.

8. BOARD BY-LAWS REVIEW POLICY

regular, adjourned or special meeting of the Board.

- 7.2 Each Board Member is entitled to reimbursement for their expenses Incurred in the performance of the duties required or authorized by the Board.

8. BOARD BY-LAWS REVIEW POLICY

Subject to 2.5 the Board By-Laws Policy shall be reviewed annually (at the first regular meeting in February). The review shall be provided by the General Manager and ratified by Board action.

9. RESTRICTIONS ON RULES

The rules contained herein are guidelines only and shall govern the Board in all cases to which they are applicable, and in which they are not inconsistent with State or Federal Laws.

10. ORDINANCES

1. No overnight parking at the mailboxes, on the right-of-way without the owner's permission.
2. The speed limit is 20 miles per hour.
3. California Vehicle codes shall be enforced.
4. Independence Ranch roads are open to the public.

On motion of Director Terry Leezer seconded by Board Member Patti Claude and on the following roll call vote, to wit:

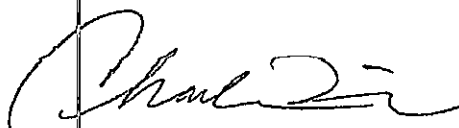
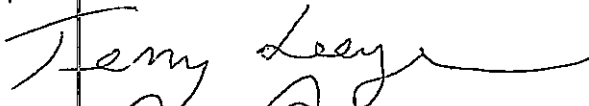

Ayes 3

Noes

Absent

Abstain

The foregoing resolution is hereby adopted this 14th day of October 2021

	04-13-2023
	4-13-23
	4-13-23



OFFICE OF THE DISTRICT ATTORNEY

COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA

DAN DOW
District Attorney

SPECIAL PROSECUTIONS UNIT
KENNETH JORGENSEN
Deputy District Attorney

March 21, 2024

Board Members
c/o Mr. Daniel Cheung
Independence Ranch CSD
6289 Hawk Ridge Place
San Miguel, CA 93451-9527

BY ELECTRONIC MAIL: cheung@ammcglaw.com
Chasmiller@gmail.com

Subject: Alleged Violations of the Ralph M. Brown Act Related e-mailing agendas and board packets to community members.

Dear Board Members:

In February, our office requested the Board to cure a vague agenda item description we believed violated the Ralph M. Brown Act. You complied with the request at a Special Meeting on February 28, 2024. Thank you for your commitment to improve agenda item descriptions. Unfortunately, our office has continued to receive complaints from many community members contending that they are not being provided with meeting agendas and board packets by e-mail. In this letter, we lay our concerns over the number of complaints we have received, offer guidance to increase open government, and request a commitment that future agendas and board packets be e-mailed to those people that request them.

Californians have given great importance to open government. In 2004, they voted to add to our constitution the spirit of the Brown Act:

"The people have the right of access to information concerning the conduct of the people's business, and, therefore, the meetings of public bodies and the writings of public officials and agencies shall be open to public scrutiny."

(Cal. Const., Art. 1 § 3, subd. (b)(1).)

Hence this office gives great weight to make sure that each government agency follows the Brown Act. However, complying with the Brown Act can at times be complicated. A

well-regarded publication by the California League of Cities publication suggests the following:

The Brown Act should be viewed as a tool to facilitate the business of local government agencies. **Local policies that go beyond the minimum requirements of law may help instill public confidence and avoid problems.**

(Open & Public VI: A Guide to the Ralph M. Brown Act, p. 9; **bolding** added for emphasis)

1. Recommended Action to post meeting materials on the District's website.

As mentioned, our office has received many complaints over the past two months from constituents stating that they are not being provided with meeting agendas and board packets. For instance, at the February 28, 2024, Special Board Meeting, board packets that contained our office's Brown Act Violation letter and the District's proposed response to the Brown Act were not e-mailed to constituents before the meeting. At the meeting, residents complained that not enough copies were provided. While both the residents and the District's counsel acknowledge that the meeting had more than the normal average attendance (approximately 30), residents complain that not having enough printed copies at the meetings is a regular occurrence. This problem could have been mitigated by posting the board packet on the website, either before or after. However, to date, the packet has not been posted to the website and residents continue to complain that they have still not been provided a copy despite requests made after the meeting.

Our office believes that many of the complaints could be mitigated by the Board's consideration, as a matter of policy, that these documents be posted on the website regardless of whether the Brown Act requires it. Our office understands that it might conclude that it does not have the resources to comply. And that is okay. We recognize that the IRCSD is a small District, comprised of approximately 100 parcels of land, and has only one paid staff member that is compensated less than \$500 per month. However, an honest and frank discussion of this issue and the District's limited financial means should prove beneficial to the Board and residents.

As such, it is recommended that the Board add an agenda item at its next meeting on April 11, 2024, to discuss and consider a policy that requires all meeting notices, agendas, and board packets be posted to the District's website before meetings and be e-mailed to people that request them. (To be clear, this request is not part of any Brown Act compliance requirement and is only a recommendation to reduce the number of complaints that are being received.)

2. Brown Act violation at the March 15, 2024 Special Board Meeting.

As for the Brown Act violation, our office received numerous complaints that people who requested e-mails of agendas and board packets did not receive it at the March 15, 2024, Special Board Meeting.

Our office understands that the Brown Act typically does not require the District to prepare and distribute an agenda to residents by e-mail when a Special Meetings are called for by the presiding member or a majority of the Board. Special Meetings only require a notice to be posted to the website. (Government Code § 54956.) However, the website documents indicate that the District did in fact prepare agendas for these meetings. Further, the District has yet to hold a regular meeting this year despite the agendas clearly indicating the next meeting date. Finally, the Brown Act expressly provides that “any person can request that a copy of the agenda, or a copy of all the documents constituting the agenda packet, of **any meeting** of a legislative body be” [e-mailed to that person.” (Government Code § 54954.1; **bolding** added for emphasis.)

As such, the District Attorney’s Office contends that by not e-mailing the March 15, 2024, e-mail agenda to those people that requested one was a violation of the Brown Act. Our office requests that District cure this defect under the Provisions of the Brown Act by committing that it will timely e-mail agendas and board packets at future meetings.

Our office does question why the District has yet to have a “regular” meeting this year. Our office looked for posted minutes of these meetings but they are not yet up on your website. But according to the website, Special Meetings were called on January 29, February 28, and March 15. On each of the agendas posted for these meetings, the agenda alerts the community of the next meeting date. There is a difference between the two meetings:

“Regular meetings” are meetings occurring at the dates, times, and location set by resolution, ordinance, or other formal action by the legislative body and are subject to 72- hour posting requirements. (Cal. Government Code § 54954, subd. (a).)

“Special meetings” are meetings called by the presiding officer or majority of the legislative body to discuss only discrete items under the Brown Act’s notice requirements for special meetings and are subject to 24-hour posting requirements. (Government Code § 54956.)

But given the perception expressed by many of the complainants that the District is purposefully avoiding being open and transparent, and given the laxer requirements of notice requirements, the District should make better efforts to limit the use of calling special meetings to discuss what appears to be regular District business.

In sum, our office has received many complaints about the District failing to provide meeting agendas and their packets. These complaints have persisted since our Brown Act letter of last month. Our office believes that many of these complaints will subside should the board commit to providing meeting notices, agendas, and board packets to the community. The Board should also commit to limiting the use of Special Meetings to those types of meetings they are intended for.

As for the Brown Act violation of not e-mailing the agenda to those people that request one, we request the Council cure this by adopting the following actions at the next meeting:

1. Commit that the District will timely e-mail agendas created for public meetings to people that have signed up for the e-mails.

Our office requests this letter be included in the next meeting's board packet as either a part of a business item to address the Brown Act contention or as communication the Board has received.

Finally, pursuant to Government Code section 54954.1, I am also requesting that future IRCSD meeting agendas and board packets be e-mailed to me at kjorgensen@co.slo.ca.us until the end of the year.

I look forward to your response.



Kenneth Jorgensen
Deputy District Attorney
County of San Luis Obispo

Fwd: [EXT]RE: Agenda items not posted on the agenda

From: Charles Miller (chasmiller@gmail.com)

To: kldpr04@aol.com

Date: Monday, April 8, 2024 at 11:59 AM PDT

----- Forwarded message -----

From: **Kenneth Jorgensen** <kjorgensen@co.slo.ca.us>

Date: Mon, Apr 8, 2024 at 11:15 AM

Subject: RE: [EXT]RE: Agenda items not posted on the agenda

To: Daniel Cheung <cheung@ammcglaw.com>

CC: Chasmiller_gmail.com <Chasmiller@gmail.com>, Ben G. Blumenthal <bblumenthal@co.slo.ca.us>

Mr. Cheung,

I agree the agenda notice was sufficient.

I will leave the extent of what should be conveyed to Ms. Portillo to the District's discretion. As you know, our office does not represent Ms. Portillo but seeks to ensure compliance with the Brown Act.

Sincerely,

Ken Jorgensen

Deputy District Attorney

San Luis Obispo County

1035 Palm Street | San Luis Obispo, CA 93408

(805) 781-5800 | kjorgensen@co.slo.ca.us



From: Daniel Cheung <cheung@ammcglaw.com>

Sent: Monday, April 8, 2024 11:06 AM

To: Kenneth Jorgensen <kjorgensen@co.slo.ca.us>

Cc: Chasmiller_gmail.com <Chasmiller@gmail.com>

Subject: [EXT]RE: Agenda items not posted on the agenda

You don't often get email from cheung@ammcglaw.com. [Learn why this is important](#)

ATTENTION: This email DID NOT originate from County Staff. Please proceed with caution when interacting with any embedded links or attachments.

Mr. Jorgensen:

It appears Ms. Portillo has started to CC your office on these emails. I will not be responding to each of these emails as it would take up significant district resources – and your time. However, given your last correspondence to the District and our last conversation, I do want to provide clarification on one point.

Ms. Portillo mischaracterizes the board's agenda by omitting the heading **in bold** at the top of the agenda. The text that she conveniently omits is as follows:

Pursuant to Article XIII D, Section 4 of the California Constitution (Proposition 218) this public hearing is to review a proposed increase to annual district assessment fees. At the conclusion of the hearing, ballots will be opened in public view and tabulated by parcel to determine if there is majority support or protest to an increase annual district assessments fees for the Independence Ranch Community Services District.

The purpose of the “notice” requirement in the Brown Act is to provide the public with adequate notice, including a brief description, of the items that are to be discussed. We believe that this clarification, which Ms. Portillo omits in her email, goes above and beyond the requirement of the Brown Act (“The call and notice shall specify the time and place of the special meeting and the business to be transacted or discussed.”). This is doubly so true since the public hearing was not only properly called and noticed under the Brown Act, but *also* noticed pursuant to Prop 218 to all property owners within the District. There were no violations of the Brown Act’s agenda requirement for the special meeting held on March 15.

Again, we respectfully ask that if Ms. Portillo has concerns that fall outside of the requirements of the Brown Act or other state law – as is clearly the case here – she be directed to express those concerns at the ballot box. The District has already done so on numerous occasions.

Respectfully,

Daniel M. Cheung, Esq.

District Legal Counsel

Independence Ranch Community Services District

----- Forwarded message -----

From: **Carrie Portillo** <carrieportillo@gmail.com>

Date: Mon, Apr 8, 2024, 10:03 AM

Subject: Agenda items not posted on the agenda

To: Kerry Davenport <kldpr04@aol.com>

Cc: Carrie Portillo <carrieportillo@gmail.com>, Charles Miller <chasmillier@gmail.com>, patti clauda

<patticlaude7777@gmail.com>, <cassandra@tangledvinefarm.com>, Kenneth Jorgensen <kjorgensen@co.slo.ca.us>

Hello Kerry,

I'm confused with the 3/15/24 meeting agenda and how the meeting was conducted.

3/15/24 Agenda:

1. Open Meeting/Pledge of Allegiance /Roll Call
2. Public Hearing/Public Comment
3. Open and tabulate votes
4. Adjournment of meeting

I know it was a public hearing meeting but it was also a Special Meeting so I assume both the Special Meeting and Public Hearing requirements apply.

I need clarification on both the public's right to speak during a meeting and agenda descriptions being accurate enough to let the public know what is being discussed.

For regular meetings, the public must be allowed to speak on a specific item of business before or during the legislative body's consideration of it. This is according to Open & Public VI, a guide to the Brown Act by The League of California Cities. Notices and agendas for special meetings must also give members of the public the opportunity to speak before or during consideration of an item on the agenda. This was confirmed by Mr. Daniel Cheung at the 1/29/24 Special Board Meeting and the attendees were able to address the board after every agenda item was discussed by the board.

Charles opened the 3/15/24 meeting directly after the Pledge of Allegiance and discussed the 218 process for nearly ten minutes. However, the "218 Process" was not an agenda item. Charles's comments were not brief and included a lot of information including the following:

- A two-step process
- The letter that accompanied the ballot
- The need for an increase
- How the assessment increase rate was determined
- A possible loan deferment
- USDA grant
- Future boards evaluations
- Prop 218 in the constitution
- One ballot per parcel
- General Manager doing the tabulation
- Questions to be directed to the board members
- The opportunity to observe the tabulation

Directly after Charles spoke, Mr. Daniel Cheung the district lawyer spoke about the Public Hearing Process and informed the citizens that he would be documenting our questions to be answered later in the meeting.

After Mr. Cheung spoke the board opened up the Public Comment time to be used for the public protest hearing requirement as noted in the agenda and allotted 3 minutes per person to speak. This would be the only time on the agenda allotted for citizens to protest the hearing, ask process questions, or address the other agenda items within 3 minutes.

1. Why did Charles discuss the 218 Process at length if it was not on the agenda?
 - a. The Brown Act stipulates that no discussion can be taken on items not on the agenda. The board did not ask for public comment regarding the 218 process after he spoke.
2. Was the topic "218 Process" not added to the agenda to deny the citizens the opportunity to address the body on that item?
3. Why did Mr. Cheung speak and give information to the citizens if it was not an agenda item?
 - a. The 1/29/24 Special Meeting Agenda listed "Legal Council Update" as an agenda item. However, the March 2024 agenda did not give any notification a guest speaker would be attending, speaking about the public hearing process and accepting questions.
4. Citizens were not made aware by the agenda description that legal counsel was attending the board meeting, delivering information, and accepting questions. If this was a deciding factor whether a citizen wanted to participate in the board meeting, how would they have been allowed to decide?
5. How can the citizens speak on a specific item of business before or after that item, if the board members and lawyers are discussing topics not listed on the agenda?
6. Why were the citizens denied public comment for agenda item number three (open and tabulate votes)? If the citizens had questions regarding the process of tabulating votes, wouldn't this have been the best time to address them?
 - a. The only option for the citizens to ask questions during the March meeting was the time that was allotted for the Public Hearing Protest/Public Comment time.
7. Why should citizens have to utilize their 3 minutes of Public Hearing Protest/Public Comment time to address their agenda item questions of the 218 Process (not listed on the agenda) or the vote tabulation process (agenda item number three)?
8. After attending the 3/15/24 meeting, shouldn't the agenda have been the following?
 1. Open Meeting/Pledge of Allegiance /Roll Call
 2. Public Comment on any item described in the notice
 3. 218 Process
 4. Legal Counsel - 218 Process and Questions

5. Public Hearing Public Comment - protests, objections, written or oral testimony
6. Open and tabulate votes
7. Adjournment of meeting

Reference:

- At every special meeting, the legislative body shall provide the public with an opportunity to address the body on any item described in the notice before or during consideration of that item. § 54954.3(a)

- At the public hearing, the agency shall consider all objections or protests, if any, to the proposed assessment. At the public hearing, any person shall be permitted to present written or oral testimony. 53753(d)

Thank you for your time and I look forward to your response.

Carrie



San Luis Obispo Office

153 Cross St. #130
San Luis Obispo, CA 93401
Ph: 805-543-7330
Fax: 805-543-7016
planroom@slocbe.com

Atascadero Office

4851 El Camino Real
Atascadero, CA 93422
Ph: 805-460-9670
Fax: 805-460-9672
northoffice@slocbe.com

Need Bids By 4/8

PLEASE FILL FORM IN COMPLETELY

Bid Date: _____ Bid Time: _____

Pre-Bid Meeting Date/Time: _____ Mandatory Non-Mandatory

work to be done after Board of Directors meeting 4/8

Project Documents will be listed in the Weekly Bulletin through the bid date, unless we are otherwise notified of a bid date extension. If the bid date is to be extended, please call the San Luis Obispo office at 805-543-7330 or e-mail planroom@slocbe.com with any updates.

Project Title: *Independence Royal Community Services District*

Project Description: *Road Resurfacing & Pot Holes*

Project Location/Address: *see attached San Miguel*

Type of Project: (Check one)

- Public / Government Entity (City of XYZ, State of Ca)
- Quasi Government Entity (HASLO, People self-help)
- Community Entity (Boys and Girls Club)
- Private Corporation / Private Business (Jim's Apartments LLC, Main Street Commercial Center)
- Private owner (Mr. & Mrs. Smith, Doe Residence)

Type of listing:

- Project Owner/Representative**, requesting General Contractor Bids, open to any general (pre-qualifications by the project owner may apply)
- Project Owner/Representative**, requesting Sub Bids only (no general contractors, your name must be on the plans as the Owner)
- Select General**, requesting sub bids only. To qualify as a Select General, at least one of the following items must be true (check as many as apply): If none apply, you may still list the project in the Exchange and you will be listed as a General Requesting Bids, and other generals may also be listed as a General Requesting Bids.
 - Is there a signed contract with the owner of the project (a copy of the signature page for internal use must be provided to the Exchange to ensure accuracy and will not be published on the website)
 - Has the building permit been issued in your company's name (a copy of the building permit must be provided to the Exchange to ensure accuracy and will not be published on the website)
 - Is your company's name listed on the cover sheet or printed in the title block
- General Requesting Sub Bids** (other generals may request bids as well)

BIDS TO: Name: *Kerry Demenport* Address: *1915 Estrella Circle*

City: *San Miguel* State: *Ca* Zip: *93451* Phone: *805-400-5513* Cell: _____

E-Mail: *KLDPD@comcast.com*

Estimated Cost of Project: _____

Notes: *Feed each of 1, 2, & 3 Bid \$ Separately*

For Plan Room Use

Box # _____ Date Rec'd: _____ # Sets of Plans: _____ Return? • Yes • No To: _____

Exchange Board project - Avenida Trinidad Place

From: ~~Charles Miller~~ (chasmiller@gmail.com)

To: kldpr04@aol.com

Date: Monday, March 25, 2024 at 09:23 AM PDT

Independence Ranch CSD Project
Avenida Trinidad Place Double Chip Seal

Two sections of Avenida Trinidad Place

Install 2.0" Class II road base at 1,000 SF Double/ Application Chip Seal at 5,193 SF 2,595 SF

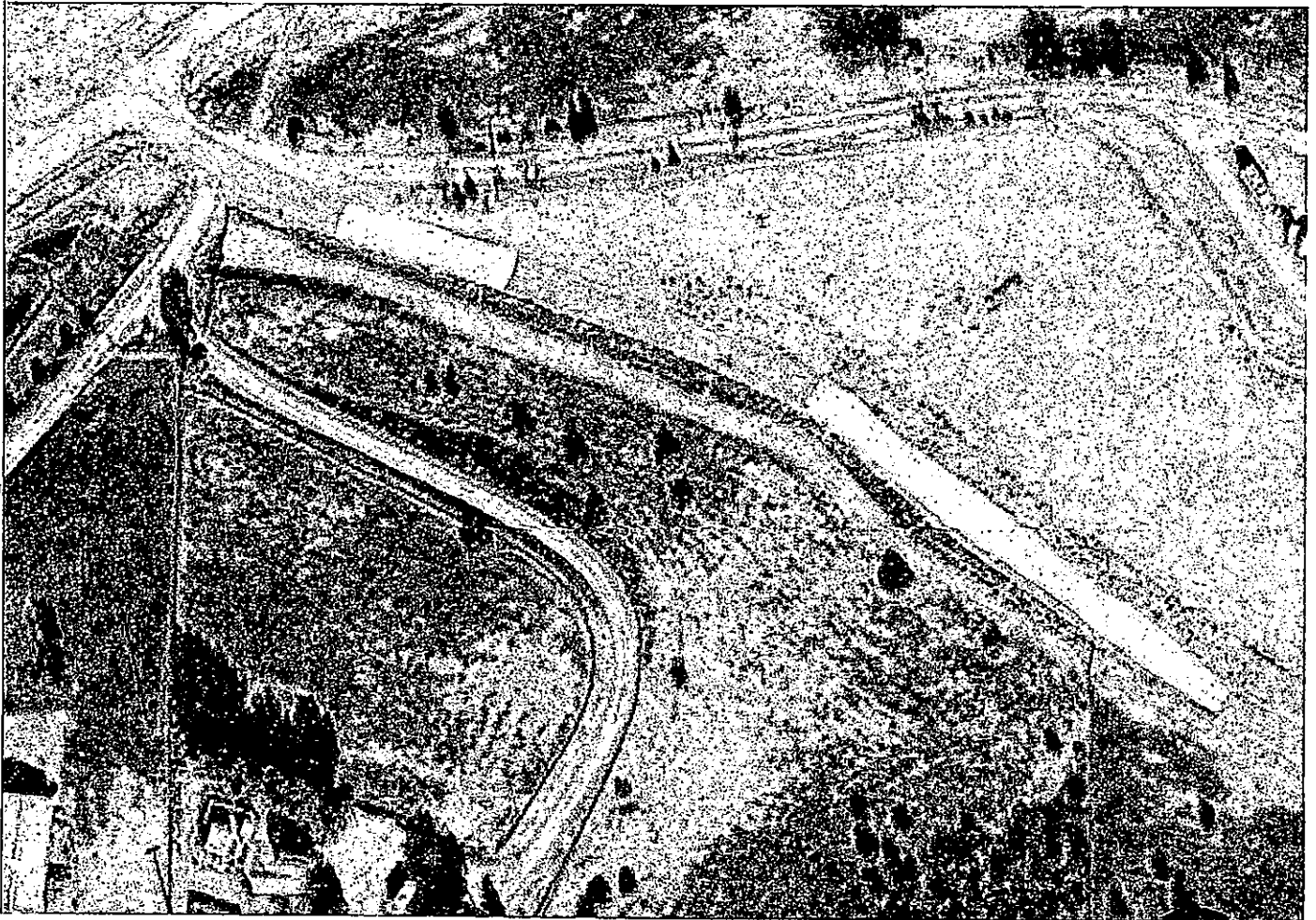
Install 2.0" Class II road base at 4,000 SF Double/ Application Chip Seal at 8,992 SF

FIRST APPLICATION: Clean & prep surface. Apply one coat of CRS2H oil at a rate of 3.5 gallons per sq yard. Prior to oil drying, 3/8" rock is to be applied & roller compacted.

SECOND APPLICATION: Clean & prepare surface. Apply one coat of CRS2H oil at of 35 gallons per sq yard. Prior to oil drying, 3/8" rock is to be applied and roller compacted.

Choice of Rock: Black

Fog seal: SS1-H is to be diluted to a 50/50 blend and applied at a rate of 2.0 gallons per sq yard.



2



Compose

← Back ↩️ ⏪ ⏩ Keep as New 📁 Move 🗑️ Delete 🛡️ Spam ⋮ More ▲ ▼ ✕



Today on AOL

Exchange Board: Independence Ranch Place Double Chip Seal

Aol/Old Mail ☆

New Mail 117

Old Mail

Starred

Drafts 87

Sent

Spam

Recently Deleted

^ Less

Views Hide

📇 Contacts

📷 Photos

📄 Documents

📧 Subscriptions

📄 Receipts

📄 Credits

📍 Travel

Folders Hide

+ New Folder

Saved Mail

Archive

carner

Notes

SavedIMs

steve



Charles Miller
From: ~~chasmiller@gmail.com~~
To: Kerry IRCSD General Manager

Tue, Mar 26 at 4:19 PM ☆

Independence Ranch CSD Project
Independence Ranch Place Double Chip Seal

Independence Ranch Place
35°42'57"N 120°34'52"W

Install 2.0" Class II road base at 4,000 SF Double/ Application Chip Seal at 8,992 SF

FIRST APPLICATION: Clean & prep surface. Apply one coat of CRS2H oil at a rate of 3.5 gallons per sq yard. Prior to oil drying, 3/8" rock is to be applied & roller compacted.

SECOND APPLICATION: Clean & prepare surface. Apply one coat of CRS2H oil at of 35 gallons per sq yard. Prior to oil drying, 3/8" rock is to be applied and roller compacted.
Choice of Rock: Black
Fog seal: SS1-H is to be diluted to a 50/50 blend and applied at a rate of 2.0 gallons per sq yard.



Reply, Reply All or Forward

1



Compose

Back

 Keep as New
 Move
 Delete
 Spam
 ... More

Today on AOL

Pothole repairs

Aol/Old Mail ☆

New Mail 115

Old Mail

Starred

Drafts 87

Sent

Spam

Recently Deleted

^ Less

Views Hide

Contacts

Photos

Documents

Subscriptions

Receipts

Credits

Travel

Folders Hide

+ New Folder

Saved Mail

Archive

carner

Notes

SavedIMs

steve

Charles Miller
From: chasmiller@gmail.com
To: Kerry IRCSD General Manager

 Tue, Mar 26 at 4:05 PM ☆

Remove & replace deteriorated asphalt and chip seal. Existing asphalt is to be removed.
Subgrade is to be compacted to 95% density
3.25" of hot asphalt installed in each pothole
Roller compacted to a final thickness of 2.5"
All grinding are to remain on site

2,000 Sq.Ft. total

...

Reply, Reply All or Forward

#3