

# Tulare Public Cemetery District

*This is an Endowment Care Interment*

## **SPECIAL BOARD MEETING AGENDA**



*Chairman- Stephen Presant (Steve)  
Vice Chairman- Carlos Ramos (Charlie)  
Secretary- Patricia Hitlin (Trish)  
Trustees- Xavier Avila & Michele Lima*

**Tulare Public Cemetery – Conference Room  
900 E. Kern Avenue – Tulare, CA**

**Wednesday, November 13, 2024  
4:00 p.m. –Special Board Meeting**

**Public Information about Meetings:**

Documents related to items on the agenda are accessible on District's website at [www.tularecemetery.net](http://www.tularecemetery.net) and available for viewing in a single binder at the entrance of the conference room.

Public Comments – Any member of the public wishing to address the Board shall first identify himself or herself and shall be limited to three(3) minutes (six (6) minutes if a language interpreter is used) unless extended by the chairperson. It is the Board's intent to accommodate all persons who wish to attend open public meetings.

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PUBLIC COMMENTS (three (3) minutes per person)**
- 4. TRUSTEE COMMENTS (three (3) minutes per person)**
- 5. OPEN SESSION- GENERAL BUSINESS:**  
(All items are subject to discussion and possible action by the Board Members.)
  - 5.1- Approval of General Counsel Engagement Letter**
- 6. CLOSED SESSION:**
  - 6.1- CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 54956.9(D)(1)**  
Ena Vasquez & Yvette Hernandez v. Tulare Public Cemetery District Tulare County Superior Court Case VCU305476
- 7. OPEN SESSION FROM CLOSED SESSION:**
  - 7.1- Announcement Out (if any)**
- 8. ADJOURNMENT**

***OPEN SESSION AGENDA ITEMS  
NOTICE TO THE PUBLIC***

**ALL WRITINGS, MATERIALS AND INFORMATION PROVIDED TO THE BOARD FOR THEIR CONSIDERATION RELATING TO ANY OPEN SESSION AGENDA ITEMS OF THE MEETING ARE AVAILABLE FOR PUBLIC INSPECTION DURING NORMAL BUSINESS HOURS MONDAY - FRIDAY 8:00 AM – 4:00 PM AT THE CEMETERY DISTRICT OFFICE LOCATED AT 900 E. KERN AVE. - TULARE, CA 93274**

**IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU SHOULD NEED SPECIAL ASSISTANCE TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT THE BOARD OFFICE AT (559) 686-5544 FORTY-EIGHT (48) HOURS PRIOR TO THIS MEETING.**

## **RULES OF DECORUM**

- Meetings of the Tulare Cemetery District shall be conducted in an orderly manner to ensure that the public has a full opportunity to be heard and that the deliberative process of the Trustees is retained at all times.
- No person in the audience at a District meeting shall engage in disorderly, boisterous conduct or other acts which disturb, disrupt or otherwise impede the orderly conduct of any District meeting.
- The Chair shall request that a person who is breaching the rules of decorum be orderly and silent. If, after receiving a warning from the Chair, a person persists in disturbing the meeting, the Chair shall order him or her, to leave the District meeting.
- If such person does not remove himself or herself, the Penal Code provides that every person who, without authority of law, willfully disturbs or breaks up any meeting, not unlawful in its character, is guilty of a misdemeanor.

## **ADDRESSING THE CEMETERY BOARD**

- No person shall address the Trustees without first being recognized by the Chair.
- Each person shall confine his or her remarks to the agenda item.
- Each person shall limit his or her remarks for business items or oral communications to three minutes, with a total of 15 minutes allotted for the Public Comment Period unless further time is granted by the Chair.
- All remarks shall be addressed to the Trustees as a whole and not to any single member thereof, unless in response to a question from such member.
- No question may be asked of the Trustees without permission of the Chair.

## **TRUSTEE CONDUCT**

- The Tulare Public Cemetery Trustees agree to disagree.
- The Tulare Public Cemetery Trustees when desiring to speak shall address the Chair and confine their remarks to the questions under debate.
- The Tulare Public Cemetery Trustees will use respectful language, will not shout nor use aggressive behavior when communicating ideas, beliefs or comments.
- The Tulare Public Cemetery Trustees will not allow personal attacks on staff, each other, or the public.
- The Tulare Public Cemetery Trustees will not condone issues brought before the board that warrant public review without allowing the staff to review the situation and/or permission to add to the board agenda. Issues that warrant review, discussion and/or consideration of the legislative body shall be presented at an open and public meeting in a courteous and professional manner.
- The Tulare Public Cemetery Trustees will not condone grandstanding.
- The Tulare Public Cemetery Trustees will not belabor issues that have either been resolved or tabled to ensure continued productive discussions and decisions.
- The Tulare Public Cemetery Trustees will be proactive in addressing disagreements with fellow members or staff by directly addressing concerns with that member through meaningful and respectful dialogue.

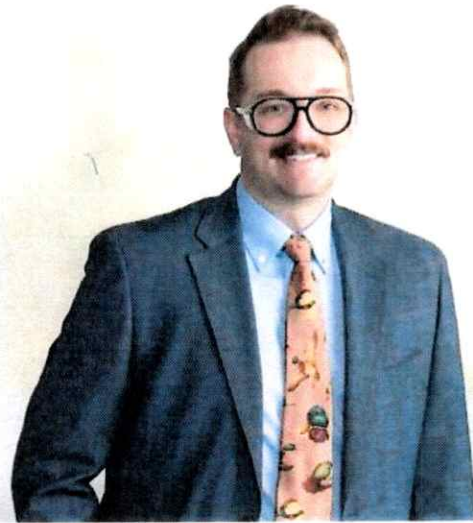


OF COUNSEL

## Brian Hughes

✉ [brian.hughes@bbklaw.com](mailto:brian.hughes@bbklaw.com) ☎ (916) 551-2827

📍 Sacramento / Houston



Brian Hughes is of counsel and a member of the firm's Special Districts Practice Group. He advocates for and helps clients develop and comply with land use, water, and other energy-related policies and regulations.

A hydrogeologist by training, Brian comes to BBK from the U.S. Department of the Interior's Office of the Solicitor, where he was as an attorney-advisor with the Bureau of Reclamation for the California-Great Basin Region. In this role, he routinely handled legal matters and issues involving water contracting and repayments; operations, maintenance and replacement (OM&R); new construction projects, including dams and canal reconstruction; environmental impact statement (EIS) development and review; water-related procurements and grants; FOIA requests; and electrical power sales and transmission construction financing, as well as power cost recoupment. Brian also handled legal matters involving the San Joaquin River Restoration Program (SJRRP); negotiated Bureau of Reclamation recreational oversight agreements; and advised local groups on land use, law enforcement and wildfire management.

As a project manager for the Bureau of Reclamation Planning Division, Brian gained significant experience with federal regulations regarding construction projects, including the Clean Water Act, Endangered Species Act, NEPA, reclamation laws, and other legislation related to the management and use of

### CORE PRACTICES

Special Districts

Municipal Law

Water

Eminent Domain

Environmental Law & Natural Resources

National Environmental Policy Act (NEPA)

public lands.

In his spare time, Brian likes to fix up vintage Volkswagen cars and race them off-road in rally type events.

**Thought Leadership**

**Presentations**

- "Ask the Experts, " Public Cemetery Alliance Annual Meeting, Aug. 2, 2024

**EDUCATION & ADMISSIONS**

**Education**

The University of Tulsa College of Law, J.D.

Temple University, M.S., geology  
Franklin & Marshall College, B.A., geoscience

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**Bar Admissions**

California  
Oklahoma

**LANGUAGES**

English



# BBK

BEST BEST & KRIEGER LLP  
ATTORNEYS AT LAW

Brian Hughes  
Of Counsel  
(916) 551-2827  
brian.hughes@bbklaw.com

October 29, 2024

VIA E-MAIL [OFFICE@TULARECEMETERY.NET]

Clara Bernardo  
Tulare Cemetery District  
900 E. Kern Avenue  
Tulare, CA 93274

Re: Tulare Cemetery District- Engagement Letter

Dear Ms. Bernardo:

#### ABOUT OUR REPRESENTATION

Best Best & Krieger LLP is pleased to represent Tulare Cemetery District. Specifically, we will represent the District as its General Counsel and perform any and all legal services as needed or requested. This letter constitutes our agreement setting the terms of our representation. If you want us to represent you and agree to the terms set forth in this letter, after you review the letter please sign it and return the signed copy to us.

#### CONFIDENTIALITY AND ABSENCE OF CONFLICTS

An attorney-client relationship requires mutual trust between the client and the attorney. It is understood that communications exclusively between counsel and the client are confidential and protected by the attorney-client privilege.

To also assure mutuality of trust, we have maintained a conflict of interest index. The California Rules of Professional Conduct defines whether a past or present relationship with any party prevents us from representing Tulare Cemetery District. Similarly, Tulare Cemetery District will be included in our list of clients to ensure we comply with the Rules of Professional Conduct with respect to Tulare Cemetery District.

We have checked the following names against our client index: Tulare Cemetery District and Clara Bernardo. Based on that check, we can represent Tulare Cemetery District. Please review the list to see if any other persons or entities should be included. If you do not tell us to the contrary, we will assume that this list is complete and accurate. We request that you update this list for us if there are any changes in the future.

Best Best & Krieger LLP | 500 Capitol Mall, Suite 2500, Sacramento, California 95814  
Phone: (916) 325-4000 | Fax: (916) 325-4010 | bbklaw.com

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### YOUR OBLIGATIONS ABOUT FEES AND INDIVIDUAL RATES

We have already discussed with you the fee arrangement. Rates for General Counsel matters will be billed at the blended rate of \$285.00 per hour for myself and other Attorneys as needed. Rates for Paralegals, Clerks and Analysts, as needed, will be billed at \$180.00 per hour.

Should the need arise for more specialized expertise covering areas of law including, but not limited to, labor and personnel, or employee benefit matters, those attorneys will bill at then-current individual public rates which are based on experience and areas of expertise. Hourly rates for those attorneys fall within the following ranges: Partners and Of Counsel range from \$305 - \$670 per hour; Associates range from \$260 - \$330 per hour.

Our rates are adjusted annually every July 1<sup>st</sup>, with advanced written notice. The General Counsel blended rates shall be increased for the change in the cost of living for the most recently published twelve (12) month period, as shown by the U.S. Department of Labor in its All Urban Consumers Index set forth in nearest region, the San Francisco-Oakland-Hayward, CA, area provided, however, that such adjustment shall never be lower than zero percent (0%). If utilized, our individual public Special Counsel rates are also subject to annual adjustment as well, every July 1st, adjusting for inflation and market trends.

The billing policies are described in the memorandum attached to this letter, entitled "Best Best & Krieger LLP's Billing Policies." You should consider the Billing Policies memorandum part of this agreement as it binds both of us. For that reason, you should read it carefully.

### INSURANCE

We understand that you are not now insured or have any insurance that may cover potential liability or attorneys' fees in this case. If you think you may have such insurance, please notify me immediately.

We are also pleased to let you know that Best Best & Krieger LLP carries errors and omissions insurance with Lloyd's of London. After a standard deductible, this insurance provides coverage beyond what is required by the State of California.

### NEW MATTERS

When we are engaged by a new client on a particular matter, we are often later asked to work on additional matters. You should know that such new matters will be the subject of a new signed supplement to this agreement. Similarly, this agreement does not cover and is not a commitment by either of us that we will undertake any appeals or collection procedures. Any such future work would also have to be agreed upon in a signed supplement.

### CIVILITY IN LITIGATION

In litigation, courtesy is customarily honored with opposing counsel, such as extensions to file pleadings or responses to other deadlines. In our experience, the reciprocal extension of such

courtesies saves our clients' time and money. By signing this letter you will be confirming your approval of this practice in your case.

HOW THIS AGREEMENT MAY BE TERMINATED

You, of course, have the right to end our services at any time. If you do so, you will be responsible for the payment of fees and costs accrued but not yet paid, plus reasonable fees and costs in transferring the case to you or your new counsel. By the same token, we reserve the right to terminate our services to you upon written notice, order of the court, or in accordance with our attached Billing Policies memorandum. This could happen if you fail to pay our fees and costs as agreed, fail to cooperate with us in this matter, or if we determine we cannot continue to represent you for ethical or practical concerns.

CLIENT FILE

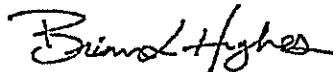
If you do not request the return of your file, we will retain your file for five years. After five years, we may have your file destroyed. If you would like your file maintained for more than five years or returned, you must make separate arrangements with us.

THANK YOU

On a personal note, we are pleased that you have selected Best Best & Krieger LLP to represent you. We look forward to a long and valued relationship with you and appreciate your confidence in selecting us to represent you in this case. If you have any questions at any time about our services or billings, please do not hesitate to call me.

If this letter meets with your approval, please sign and date it, and return the original to us. Unless you sign, date and return by December 31, 2024, we will not represent you in any capacity, and we will assume that you have made other arrangements for legal representation. We have enclosed a separate signed copy of this letter for your records.

Sincerely,



Brian Hughes  
for BEST BEST & KRIEGER LLP

BH:ab

AGREED AND ACCEPTED:

By: \_\_\_\_\_

Dated: \_\_\_\_\_

## BEST BEST & KRIEGER LLP'S BILLING POLICIES

Our century of experience has shown that the attorney-client relationship works best when there is mutual understanding about fees, expenses, billing and payment terms. Therefore, this statement is intended to explain our billing policies and procedures. Clients are encouraged to discuss with us any questions they have about these policies and procedures. Clients may direct specific questions about a bill to the attorney with whom the client works or to our Accounts Receivable Department (accounts.receivable@bbklaw.com). Any specific billing arrangements different from those set forth below will be confirmed in a separate written agreement between the client and the firm.

### INVOICE AND PAYMENT OPTIONS

Best Best & Krieger strives to meet our clients' needs in terms of providing a wide variety of invoice types, delivery and payment options. Please indicate those needs including the preferred method of invoice delivery (Invoice via Email; or USPS). In addition, accounts.receivable@bbklaw.com can provide a W-9 upon request and discuss various accepted payment methods.

### FEES FOR PROFESSIONAL SERVICES

Unless a flat fee is set forth in our engagement letter with a client, our fees for the legal work we will undertake will be based in substantial part on time spent by personnel in our office on that client's behalf. In special circumstances which will be discussed with the client and agreed upon in writing, fees will be based upon the novelty or difficulty of the matter, or the time or other special limitations imposed by the client.

Hourly rates are set to reflect the skill and experience of the attorney or other legal personnel rendering services on the client's behalf. All legal services are billed in one-tenth of an hour (0.10/hour) or six-minute increments. Our attorneys are currently billed at rates from \$215 to \$985 per hour, and our administrative assistants, research assistants, municipal analysts, litigation analysts, paralegals, paraprofessionals and law clerks are billed at rates from \$185 to \$325 per hour for new work. These rates reflect the ranges in both our public and our private rates. These hourly rates are reviewed annually to accommodate rising firm costs and to reflect changes in attorney status as lawyers attain new levels of legal experience. Any increases resulting from such reviews will be instituted automatically and will apply to each affected client, after advance notice.

**Non-Attorney Personnel:** BBK may employ the services of non-attorney personnel under the supervision of 09897.0000642867081.1

a BBK attorney in order to perform services called for in the legal services agreement. The most common non-attorney personnel utilized are paralegals. Other types of non-attorney personnel include, but are not limited to, case clerks, litigation analysts, and specialty consultants. The client agrees that BBK may use such non-attorney personnel to perform its services when it is reasonably necessary in the judgment of the responsible BBK attorney. Hourly fees for non-attorney personnel will be charged at the rate then in effect for such personnel. A copy of BBK's current rates and titles for non-attorney personnel will be provided upon request.

### FEES FOR ELECTRONICALLY STORED INFORMATION ("ESI") SUPPORT AND STORAGE

BBK provides Electronically Stored Information ("ESI") services for matters requiring ESI support, which are matters with a document population over 1GB – typically litigation or threatened litigation matters. BBK provides services for basic ESI processing and storage at the following rates per month based on the number of gigabytes of data ("GB") processed and stored:

|                |             |
|----------------|-------------|
| 1GB -250GB:    | \$10 per GB |
| 251GB - 550GB: | \$8 per GB  |
| 551GB - 750GB: | \$6 per GB  |
| 751GB - 1TB:   | \$4 per GB  |

The amount BBK charges for basic processing and storage of ESI allows BBK to recover the costs of providing such services, plus a net profit for BBK. BBK believes that the rates it charges for processing and storage are lower than comparable services available from third party vendors in the market. If you wish to contract separately with a third party vendor for processing and storage costs, please notify PracticeSupportServices@bbklaw.com in writing. BBK also provides advanced ESI processing services at hourly rates for personnel in its Litigation Support Group. A copy of BBK's current rates for such services will be provided on request.

### FEES FOR OTHER SERVICES, COSTS AND EXPENSES

We attempt to serve all our clients with the most effective support systems available. Therefore, in addition to fees for professional legal services, we also charge separately for some other services and expenses to the extent of their use by individual clients. These charges include but are not limited to, mileage at the current IRS approved rate per mile, extraordinary telephone and document delivery charges, copying charges, computerized research, court



filing fees and other court-related expenditures including court reporter and transcription fees. No separate charge is made for secretarial or word processing services; those costs are included within the above hourly rates.

We may need to advance costs and incur expenses on your behalf on an ongoing basis. These items are separate and apart from attorneys' fees and, as they are out-of-pocket charges, we need to have sufficient funds on hand from you to pay them when due. We will advise the client from time to time when we expect items of significant cost to be incurred, and it is required that the client send us advances to cover those costs before they are due.

#### ADVANCE DEPOSIT TOWARD FEES AND COSTS

Because new client matters involve both a substantial undertaking by our firm and the establishment of client credit with our accounting office, we require an advance payment from clients. The amount of this advance deposit is determined on a case-by-case basis discussed first with the client, and is specified in our engagement letter.

Upon receipt, the advance deposit will be deposited into the firm's client trust account. Our monthly billings will reflect such applications of the advance deposit to costs and not to attorney's fees (unless otherwise noted in our accompanying engagement letter). At the end of engagement, we will apply any remaining balance first to costs and then to fees. We also reserve the right to require increases or renewals of these advanced deposits.

By signing the initial engagement letter, each client is agreeing that trust account balances may be withdrawn and applied to costs as they are incurred and to our billings, when we issue our invoice to the client. If we succeed in resolving your matter before the amounts deposited are used, any balance will be promptly refunded.

#### MONTHLY INVOICES AND PAYMENT

Best Best & Krieger LLP provides our clients with monthly invoices for legal services performed and expenses incurred. Invoices are due and payable upon receipt.

Each monthly invoice reflects both professional and other fees for services rendered through the end of the prior month, as well as expenses incurred on the client's behalf that have been processed by the end of the prior month. Processing of some expenses is delayed until the next month and billed thereafter.

Our fees are not contingent upon any aspect of the matter and are due upon receipt. All billings are due and payable within ten days of presentation unless the full

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amount is covered by the balance of an advance held in our trust account.

It is our policy to treat every question about a bill promptly and fairly. It is also our policy that if a client does not pay an invoice within 60 days of mailing, we assume the client is, for whatever reason, refusing to pay. We reserve the right to terminate our engagement and withdraw as attorney of record whenever our invoices are not paid. If an invoice is 60 days late, however, we may advise the client by letter that the client must pay the invoice within 14 days or the firm will take appropriate steps to withdraw as attorney of record. If the delay is caused by a problem in the invoice, we must rely upon the client to raise that with us during the 14-day period. This same policy applies to fee arrangements which require the client to replenish fee deposits or make deposits for anticipated costs.

From time to time clients have questions about the format of the bill or description of work performed. If you have any such questions, please ask them when you receive the bill so we may address them on a current basis.

#### CHANGES IN FEE ARRANGEMENTS AND BUDGETS

It may be necessary under certain circumstances for a client to increase the size of required advances for fees after the commencement of our engagement and depending upon the scope of the work. For example, prior to a protracted trial or hearing, the firm may require a further advance payment to the firm's trust account sufficient to cover expected fees. Any such changes in fee arrangements will be discussed with the client and mutually agreed in writing.

Because of the uncertainties involved, any estimates of anticipated fees that we provide at the request of a client for budgeting purposes, or otherwise, can only be an approximation of potential fees.

#### BEST BEST & KRIEGER LLP