

**AGENDA
SELMA CITY COUNCIL
SPECIAL MEETING**

June 21, 2018

Selma City Council Chambers
1710 Tucker Street
Selma, CA 93662

Call to order: **4:00 p.m.**

Roll Call: Council members Derr, Franco, Montijo, Mayor Pro Tem Robertson, and Mayor Avalos

Potential Conflicts of Interest: *Any Council member who has a potential conflict of interest may now identify the item and recuse themselves from discussing and voting on the matter.*

ORAL COMMUNICATIONS

NOTICE(S) TO THE PUBLIC:

During public comments, if you wish to address the City Council, under Government Code Section 54954.3(a), you may only address the City Council concerning any item that has been described in the notice for the Special Meeting. Members of the public shall limit their remarks to three (3) minutes.

REGULAR BUSINESS

Consideration of a legal services agreement with Casso & Sparks, LLP for Special Counsel services.

ADJOURNMENT

- *Any writings or documents provided to a majority of the Selma City Council regarding any item on this agenda will be made available for public inspection in the City Clerk's office located at 1710 Tucker Street during normal business hours.*
- *A speech amplification device is available for use by the general public at all City Council meetings. Please call 891-2200 to reserve its use.*



NOTICE AND CALL OF A SPECIAL MEETING
OF THE CITY COUNCIL OF
THE
CITY OF SELMA

NOTICE IS HEREBY GIVEN that a Special Meeting of the City Council of the City of Selma is hereby called to be held on June 21, 2018, commencing at 4:00 p.m., in the Council Chambers at 1710 Tucker Street, Selma, California 93662, for the purpose of discussing the following matters:

1. Consideration of a legal services agreement with Casso & Sparks, LLP for Special Counsel services.

The public will be provided an opportunity to comment on these items.

Dated: June 20, 2018

/s/ Jim Avalos

Jim Avalos, Mayor

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF SELMA

AFFIDAVIT OF POSTING

I, Reyna Rivera, City Clerk of the City of Selma hereby certify that a copy of the Notice of the Special Meeting of the City Council of the City of Selma, to be held on June 21, 2018, at the hour of 4:00 pm, was posted at the Selma City Hall Bulletin Board, 1710 Tucker Street, Selma CA 93662, which is freely accessible to members of the public, and City's website, and delivered not less than twenty-four hours before the time of the meeting to the following:

Jim Avalos, Mayor

Michael Derr, Councilmember

Scott Robertson, Mayor Pro Tem

Louis Franco, Councilmember

Yvette Montijo, Councilmember

Righi, Melinda; Amber Nelson; Central Valley Land Group; Bob Allen; Cindy Kaljumag;
Cris Rima; Colby Wells; Daniel Nuncio; Danny Serimian; Dennis Revell; Donna Dawson; Dr.
Stanley Louie; Eddie Clement; Eileen De Raadt; Erica Cabrera; Estella Kessler; Maria Tafoya;
Holly Owen; Jeannette Ontiveros; Jeannete Jurkovich; Joan Nelson; Johnson, Stephen Ken
Robison; Kevin McCusker; Jeff Dodd; Kuyler Crocker; Larry Raven; Lisa Franco; Lloyd Allen;
localsubs@statescape.com; Lupe Chavez; Mark Scozzari; Michael Jones; Michael Markarian;
Mike Ledieff; Munoz, Ben; Nelson Schwamb; Mark Falcon, Phil Desatoff; Christine Pickering
Richard Piel; Roger Orosco; Ryan Wells; Sandi Niswander; Santiago Ocegüera; Scott Bailey; Rose
Rangel; Shannon Koontz; Susan Emerzian; Tricia Miller; Veronica Cazares; Herb Wingfield

I declare under penalty of perjury that the foregoing is true and correct. Dated this 20th
day of June, 2018.



Reyna Rivera, City Clerk

DO NOT REMOVE FROM BULLETIN BOARD UNTIL AFTER JUNE 21, 2018

Bianca Sparks Rojas
Principal
bsparks@cassosparks.com
559.213.0986
www.cassosparks.com

CS Casso & Sparks, LLP

ATTORNEYS AT LAW
13200 Crossroads Parkway North, Suite 345
City of Industry, CA 91746
Telephone: 626.269.2980

June 20, 2018

The Honorable Jim Avalos & Members of the City Council
City of Selma
1710 Tucker Street
Selma, CA 93662

RE: Engagement of Legal Services – Casso & Sparks, LLP

Dear Mayor Avalos & Members of the City Council:

Thank you for retaining Casso & Sparks, LLP, to serve as the Special Counsel to the City of Selma, the Successor Agency to the former Redevelopment Agency, Public Financing Authority, the Community Enhancement Corporation, and the Planning Commission (collectively “the City”), effective as of June 21, 2018. We appreciate the opportunity to serve as your special legal counsel and look forward to working with you.

This letter sets forth our agreement concerning the legal services we will provide and our fee arrangements for those services. Please read this entire agreement before signing and returning it to us.

1. **Scope of Engagement.** We shall provide advice, consultation, and representation in all matters of municipal affairs. General legal services include attendance at regular and special meetings of the City Council, Successor Agency, Public Financing Authority, Community Enhancement Corporation, and Planning Commission; daily advice as requested by the City Council, City Manager, and authorized staff; preparation and/or review of resolutions, agreements, ordinances, forms, notices, and other documents required by the City; general matters related to municipal elections; general labor and employment advice; preparation of legal opinions, training and advice on matters related to the Brown Act and conflicts of interest; trainings; monitoring of pending and current state and federal legislation and court decisions as appropriate; and monitoring of outside legal counsel. We will also provide legal services for additional matters that you request of us, provided we agree to perform that additional work. A letter confirming such additional work shall bring such work within the scope of this agreement.

2. **Fees and Personnel.** As compensation for our services to the City, the City shall pay a rate of \$180.00 per hour for the City Attorney, Assistant City Attorney, Principals and Of Counsel, for general legal services set forth in Section 1.

For specialized services, including preparation, prosecution and defense of litigation, including the representation of City officials and employees, as appropriate and necessary; representation at administrative and regulatory hearings; advice regarding specialized employment issues; advice regarding investigations by outside agencies; personnel disciplinary matters; construction disputes; property acquisition or disposal; eminent domain; non-routine and/or specialized matters such as annexations; and other specialized legal services rendered by our attorneys, the City shall be billed rates from \$245.00 to \$295.00 per hour, depending on the experience of the attorney providing the services. For these additional services, Ms. Sparks Rojas's current public agency rate is \$265.00 per hour.

As compensation for services to the Successor Agency, Public Financing Authority, and Community Enhancement Corporation, our hourly blended rate is \$265.00. Attendance at the meetings of each of these bodies is included in the general services rate of \$180.00 per hour.

For those legal services for which the City can be reimbursed by third parties, either pursuant to City policy, by statutory authority or agreement, we will charge the City a blended rate of \$325.00 per hour. In the event the rates are not reimbursed by a third party, the City shall be charged the applicable rate, provided herein, for the services rendered.

If paralegals are assigned to work on your matter, the then current hourly rates of those individuals, but not more than \$100.00 per hour, will be utilized. This agreement retains the legal services of our law firm and not of a particular attorney. Hourly rates are subject to reasonable change, usually at the beginning of each year.

3. **Disbursements and Expenses.** In addition to hourly fees, we may incur out-of-pocket expenses related to your representation. Our Billing Information, which sets forth the details of our disbursement and expense policy, is attached as Attachment 1.

4. **Billing and Payment Responsibilities.** We will send monthly statements which are due within 30 days of receipt. If you have any questions about an invoice, please promptly telephone or write to me so that we may discuss these matters. Our Fees (Section 2) and Billing Information sets forth the details of our fee and billing policy.

5. **Termination of Services.** You may terminate our services at any time by written notice. After receiving such notice, we will cease providing services. We will cooperate with you in the orderly transfer of all related files and records to your new counsel.

We may terminate our services at any time with your consent or for good cause. Good cause exists if (a) any statement is not paid within 60 days of its date; (b) you fail to meet any other obligation under this agreement and continue in that failure for 15 days after we send written notice to you; (c) you have misrepresented or failed to disclose material facts to us, refused to cooperate with us, refused to follow our advice on a material matter, or otherwise made our representation unreasonably difficult; or (d) any other circumstance exists in which ethical rules of the legal profession mandate or permit termination, including situations where a conflict of interest arises. If we terminate our services, you agree to execute a substitution of attorneys promptly and otherwise cooperate in effecting that termination.

Termination of our services, whether by you or by us, will not relieve the obligation to pay for services rendered and costs incurred before our services formally ceased.

6. **Insurance.** Pursuant to California Business & Professions Code Section 6148(a), we maintain professional errors and omissions insurance in an amount not less than \$1,000,000 per occurrence; and \$2,000,000 aggregate, which insurance may not be canceled or reduced in required limits of liability unless at least ten days advance written notice be given to you.

7. **No Guarantee of Outcome.** Any comments made by us about the potential outcome of this matter are expressions of opinion only and are not guarantees or promises about any outcome or results.

8. **Governing Law; Venue.** This agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. Any action to enforce or interpret this Agreement shall be filed in the Superior Court of Fresno County, California or in the Federal District Court for the Eastern District of California.

9. **Entire Agreement; Full Understanding; Modifications in Writing.** This letter contains our entire agreement about our representation. Any modifications or additions to this letter agreement must be made in writing.

10. **Joint Representation.** Our firm may engage certain legal specialists under an of counsel agreement. Because these individuals are deemed independent contractors under the applicable provisions of the tax laws and not employees of the firm, it is necessary that you consent to dual representation by the firm and the specialist in the event the matter which you have engaged us to handle requires the use of that specialist. This arrangement has no effect whatsoever on the cost of your legal services, rather it is an ethical requirement that we disclose this fact and that you consent. You are consenting by signing this letter.

11. **Conflicts.** Our firm represents many public agencies in California, including numerous cities, redevelopment agencies, special districts, counties and other public entities, and we are accepting new engagements all the time. It is virtually inevitable that we will work on projects from other clients having different governmental or political objectives, beliefs or views from the City

In view of the fact that the City is a public entity this letter confirms that the services which we are rendering to you are limited in scope and for the benefit of the City, only. Casso & Sparks performs a variety of professional services for its clients and it is possible that we will represent public agency clients which are adverse to you on other matters. To avoid potential problems, you agree that you expressly waive any actual or potential conflicts that might arise from such representation, that you will not attempt to disqualify Casso & Sparks on such matters, and that our firm is free to represent its clients on such matters.

By signing this letter and returning it to us, you acknowledge that we have discussed these matters and you confirm that the City does not object to our representation of clients on matters where their legal, governmental or political objectives and/or positions may be different from or adverse to those of the City, and that the City waives any conflict of interests with respect to our representation of such clients with differing legal, governmental or political interests. You further confirm that the

City will not assert any conflict of interest concerning such representation or attempt to disqualify this firm from representing such clients notwithstanding such adversity. While you would certainly be free to terminate our relationship, you agree that this firm nonetheless would be free to represent such clients even on those matters which you consider adverse, and that you waive any conflict of interest in connection therewith.

Needless to say, these acknowledgments do not permit our firm to represent another client in opposing the specific project for which you engage us without your specific written consent.

You may wish, and we encourage you, to consult legal counsel regarding the effect of this conflict waiver.

We would request that you review this letter carefully and, if it is consistent with your understanding of our respective responsibilities, please so indicate by returning a signed copy of this letter to me at your earliest convenience. Enclosed is an additional copy of this letter which you should retain for your records. Again, we thank you for allowing us the opportunity to serve as your lawyers.

Very truly yours,



Bianca Sparks Rojas

Enclosures: Attachment 1

cc: Henry Perea, Interim City Manager

The City agrees to the terms and conditions for the legal services of Casso & Sparks as set forth herein. The individual executing this agreement hereby represents and warrants his authority to do so, and that such authority has been duly and validly conferred

CITY OF SELMA

ATTEST:

By: _____
Jim Avalos, Mayor

By: _____
Reyna Rivera, City Clerk

ATTACHMENT 1

CASSO & SPARKS

STATEMENT OF FEE AND BILLING INFORMATION

The following is a general description of our fee and billing policies. These general policies may be modified by the specific engagement letter or agreement to which this summary is attached.

Billing and Payment Procedures. Unless other arrangements are made at the time of the engagement, invoices will be sent monthly. Invoices for outside services exceeding \$100.00 may be billed separately. Occasionally, however, we may defer billing for a given month or months if the accrued fees and costs do not warrant current billing or if other circumstances would make it appropriate to defer billing.

Our invoices contain a brief narrative description of the work performed; the initials of the attorney who performed the work will appear on the statement. The invoice will include a line item reflecting in-house administrative costs. We do not bill for costs such as duplication, facsimile charges, delivery charges and postage expenses; instead, there will be an overhead charge of 5% of each invoice to cover these costs on average.

The firm will be reimbursed for all outside services incurred in the course of providing legal services to our client(s). Outside services will include, but are not limited to, all third-party expenses, delivery charges, travel expenses, outside research services, filing fees, expert witness and expert consultant fees.

For any unresolved matters, the Bar Association has an arbitration mechanism that can be used to resolve such matters.

Late Payments. Statements for services are payable upon presentation and, in all events, within thirty (30) days after receipt. Occasionally a client has difficulty in making timely payments. To avoid burdening those clients who pay their statements promptly with the added costs we incur as a result of late payments, a late charge will be assessed on statements not paid within thirty (30) days. The maximum monthly late payment charge will be 1.5% per month. In the unlikely event we are required to institute legal proceedings to collect fees and costs, the prevailing party will be entitled to reasonable attorneys' fees and other costs of collection.