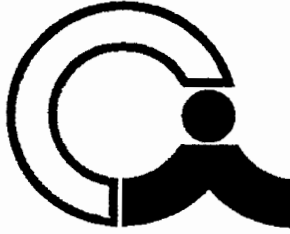


CITY OF INDUSTRY

CITY COUNCIL
SPECIAL MEETING AGENDA

DECEMBER 8, 2016
9:00 AM



Mayor Mark Radecki
Mayor Pro Tem Cory Moss
Council Member Abraham Cruz
Council Member Roy Haber, III
Council Member Newell Ruggles

Location: City Council Chamber, 15651 East Stafford Street, City of Industry, California 91744

Addressing the City Council:

- ▶ **Agenda Items:** Members of the public may address the City Council on any matter listed on the Agenda. In order to conduct a timely meeting, there will be a three-minute time limit per person for any matter listed on the Agenda. Anyone wishing to speak to the City Council is asked to complete a Speaker's Card which can be found at the back of the room and at the podium. The completed card should be submitted to the City Clerk prior to the Agenda item being called and prior to the individual being heard by the City Council.
- ▶ **Public Comments (Agenda Items Only):** During public comments, if you wish to address the City Council during this Special Meeting, 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.

Americans with Disabilities Act:

- ▶ In compliance with the ADA, if you need special assistance to participate in any City meeting (including assisted listening devices), please contact the City Clerk's Office (626) 333-2211. Notification of at least 48 hours prior to the meeting will assist staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting.

Agendas and other writings:

- ▶ In compliance with SB 343, staff reports and other public records permissible for disclosure related to open session agenda items are available at City Hall, 15625 East Stafford Street, Suite 100, City of Industry, California, at the office of the City Clerk during regular business hours, Monday through Friday 9:00 a.m. to 5:00 p.m. Any person with a question concerning any agenda item may call the City Clerk's Office at (626) 333-2211.
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1. Call to Order
2. Flag Salute
3. Roll Call
4. Public Comments

5. **ACTION ITEMS**

- 5.1 Consideration of a Legal Services Agreement to provide real estate services between the City of Industry and Price, Postel & Parma, LLP.

RECOMMENDED ACTION: Approve the Agreement.

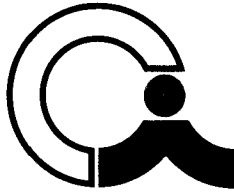
6. **CLOSED SESSION**

- 6.1 CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation
Initiation of litigation pursuant to Government Code Section 54956.9(d)(4)
(One Case).

7. Adjournment. Next regular meeting: Thursday, December 22, 2016 at 9:00 a.m.

CITY COUNCIL

ITEM NO. 5.1



CITY OF INDUSTRY

Incorporated June 18, 1957

MEMORANDUM

TO: Honorable Mayor Radecki and Members of the City Council

FROM: James M. Casso, City Attorney

DATE: December 2, 2016

SUBJECT: Consideration of a Legal Services Agreement between the City of Industry and Price Postel & Parma, Attorneys at Law for Special Legal Services

BACKGROUND: Price Postel & Parma, Attorneys at Law (“PPP”) proposes to enter into a legal services agreement (the “Agreement”) attached to this staff report as Exhibit “A,” providing special legal services to the City of Industry (the “City”) and working with the City Attorney’s office.

DISCUSSION: The scope of the Agreement is limited to providing special legal services in connection with real estate matters and such other matters as the City and PPP may agree upon. Todd Amspoker is PPP’s partner in charge of providing legal services to the City

PPP’s work will be supervised by the City Attorney.

BUDGET IMPACT: PPP will charge the City monthly for its costs and fees at an hourly billing rate of \$325.00.

RECOMMENDATION: Staff recommends that the City Council approve the Agreement between the City and PPP.

Attachment:

Exhibit A: Legal Services Agreement

Todd A. Amspoker
Susan M. Basham
Kristen M. R. Blabey
Timothy M. Cary
Melissa J. Fassett
Ian M. Fisher
Arthur R. Gaudi
Cameron Goodman
Paul J. Hamill
Christopher E. Haskell
James H. Hurley, Jr.
Eric P. Hvolbøll
Drew Maley



PRICE, POSTEL & PARMA LLP

Counsellors at Law

200 East Carrillo Street, Suite 400
Santa Barbara, CA 93101-2190

Mailing Address: P.O. Box 99
Santa Barbara, CA 93102-0099

www.ppplaw.com

Ph (805) 962-0011 Fax (805) 965-3978

E-mail: taa@ppplaw.com

Mark S. Manion
Steven K. McGuire
Timothy E. Metzinger
Shereef Moharram
Craig A. Parton
Kenneth J. Pontifex
Douglas D. Rossi
J. Terry Schwartz
Peter D. Slaughter
David W. Van Horne
C.E. Chip Wullbrandt
Sam Zodeh

Our File Number:

CAMERON PARK OFFICE

3300 Cameron Park Drive, Suite 2000
Cameron Park, CA 95682
Ph (530) 672-7601
Fax (530) 672-7607

December 8, 2016

City of Industry
c/o James M. Casso
Casso & Sparks, LLP
13200 Crossroads Parkway N, Suite 345
City of Industry, CA 91746
jcasso@cassosparks.com

Re: Fee Agreement for Real Estate Services

Dear Mr. Casso:

This letter is intended to set forth the terms of the City of Industry's ("City") engagement of this firm for legal services, and to constitute our contract for such service. We prepare this letter for our new clients as a good business practice and because in many circumstances it is required by Section 6148 of the California Business and Professions Code, a copy of which is attached for your convenience. If at any time you have any questions with regard to this contract or our fees, we encourage you to contact us.

This agreement creates legal obligations for both of us, and you and/or other City representatives should read it carefully and fully understand its terms before signing.

1. General Nature of Legal Services to be Provided

The City has engaged us to provide legal services to it in connection with real estate matters.

2. Respective Responsibilities of Attorney and Client

The City's and our respective responsibilities in connection with this contract for legal services are in general as follows:

a. Attorney's Responsibilities

We will provide those legal services reasonably required to represent the City's interests in the above referenced matter. We will take reasonable steps to keep you informed of significant developments and to respond to your inquiries. We will represent the City within the bounds of law and consistent with our ethical responsibilities. We do not make any predictions, representations, promises or guarantees as to the outcome of this legal matter, and by signing this agreement the City acknowledges that we have made no such predictions, representations, promises or guarantees.

b. Client's Responsibilities

Legal representation is effective only when the client actively keeps the attorney fully informed of any and all developments affecting this case. Matters that may seem inconsequential to the client may, in fact, have important legal consequences. By signing this agreement, the City promises to be truthful with us, to clearly communicate goals and expectations, to cooperate, and keep us informed of all matters affecting this case. The City agrees to respond to our requests for documents and all other information in a timely manner and to respond to telephone calls promptly. The City agrees to abide by the terms of this contract, pay promptly all our statements for services and costs within 30 days after the billing date.

3. Fees

The amount of our fees will be based upon the time devoted to the matter, based upon our hourly rates in effect. We reserve the right to change our hourly rates at any time. Time is accounted for in minimum increments of one-tenth of an hour. Our current public agency hourly rates are attached. (See Schedule "A.")

4. Costs and Expenses

In addition to paying our fees, the City will be responsible for payment of all costs and expenses incurred on its behalf. This will include all costs disbursed by us for this account, including, but not limited to, the following: process server, messenger and delivery fees, jury fees, witness fees, expert and consultant fees, deposition costs, court reporters, investigation expenses, certification fees, transcripts, travel expenses, all costs related to arbitration, fees fixed by law or assessed by courts or other agencies, and any other expenses we may incur on the City's behalf. We will also bill for reimbursement of internal costs as set forth in the attached Schedule "B." These costs change from time to time.

Our firm's policy is to request from the client, if time permits, a check in the amount of any costs incurred on your behalf in excess of \$100. Where time does not permit, we will advance these costs. Although costs are not frequently incurred in excess of \$1,000, the City will be advised of any such cost and may be requested to pay it directly to the third party provider.

5. Billing

Our statements will be rendered and will be payable monthly, unless we elect to defer sending a statement. Full payment is due upon presentation of the billing statement and is past due thirty (30) days following the billing date. Fees and costs are payable (a) regardless of the outcome of the matter for which we have been engaged, (b) whether or not there is any recovery against any other party, or (c) whether there is an award of fees entered against another party.

6. Discharge and Withdrawal

The City may discharge us at any time by written notice. After receipt of the City's written notice terminating our services, we will provide no further legal services and advance no further costs on the City's behalf, unless specifically agreed to in writing in advance.

We may withdraw with the City's consent or for good cause. Good cause includes any breach of this contract, including failure to cooperate with us, failure to promptly pay our statements and third party costs, failure to pay a requested retainer, refusal to follow our advice on a material matter, or any other fact or circumstance that would render our continued representation unlawful or unethical, or that would permit us to withdraw under the California Rules of Professional Conduct. Notwithstanding our withdrawal or the City's discharge of us as its attorneys, the City will remain obligated to pay our fees and costs incurred in this matter.

If at the time we request to withdraw as counsel of record on any proceeding on the City's behalf, the City agrees to promptly execute and deliver to us a substitution of attorney form.

7. Client File

If the City does not request in writing the return of its file upon conclusion of the matter, we will retain the file for a period of no more than 5 years, after which we have the City's permission and authorization to have the file destroyed. If the City desires to have the file maintained beyond five years after conclusion of this matter, we will make arrangements to send the file to the City.

8. Insurance Coverage

The firm maintains professional errors and omissions insurance in an amount not less than \$12,000,000 per occurrence; and \$12,000,000 aggregate. We also maintain general commercial coverage in the amount of \$1,000,000 per occurrence, or \$2,000,000 aggregate. These insurance coverages will not be cancelled or reduced in limits of liability unless at least ten days advance written notice is given to you.

9. Arbitration

If there is an unresolved dispute between us in the future with respect to our fees or costs charged under this contract, we will provide the City with written notice of its right to arbitrate under the rules of the California State Bar (Business & Professions Code Section 6200, et seq.). We both may thereafter agree that this arbitration will be binding.

10. Entire Agreement

This agreement contains the entire agreement of the parties. No other agreement, statement or promise made on or before the effective date of this agreement will be binding on the parties.

11. Severability

If any provision of the agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and will remain in effect.

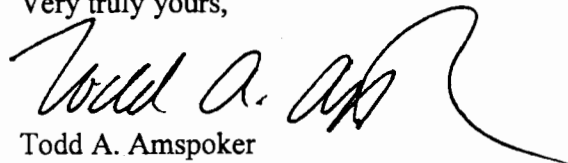
James M. Casso
December 8, 2016
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12. Modification

This agreement may be modified by subsequent agreement of the parties only by an instrument, in writing, signed by both parties.

If these provisions are acceptable, kindly indicate the City's approval in the space provided on the enclosed copy of this letter and return it to us in the enclosed, self-addressed envelope. This contract will not take effect, and we shall have no obligation to provide legal services, until the City has signed and returned the original copy of this contract.

Very truly yours,



Todd A. Amspoker
for PRICE, POSTEL & PARMA LLP

Enclosures

The foregoing is agreed to and accepted on _____, 20____.

The City of Industry

By: _____

BUSINESS AND PROFESSIONS CODE

§ 6148. Contracts for services in cases not coming within § 6147; bills rendered by attorney; contents; failure to comply

(a) In any case not coming within Section 6147 in which it is reasonably foreseeable that total expense to a client, including attorney fees, will exceed one thousand dollars (\$1,000), the contract for services in the case shall be in writing. At the time the contract is entered into, the attorney shall provide a duplicate copy of the contract signed by both the attorney and the client, or the client's guardian or representative, to the client or to the client's guardian or representative. The written contract shall contain all of the following:

- (1) Any basis of compensation including, but not limited to, hourly rates, statutory fees or flat fees, and other standard rates, fees, and charges applicable to the case.
- (2) The general nature of the legal services to be provided to the client.
- (3) The respective responsibilities of the attorney and the client as to the performance of the contract.

(b) All bills rendered by an attorney to a client shall clearly state the basis thereof. Bills for the fee portion of the bill shall include the amount, rate, basis for calculation, or other method of determination of the attorney's fees and costs. Bills for the cost and expense portion of the bill shall clearly identify the costs and expenses incurred and the amount of the costs and expenses. Upon request by the client, the attorney shall provide a bill to the client no later than 10 days following the request unless the attorney has provided a bill to the client within 30 days prior to the request, in which case the attorney may provide a bill to the client no later than 31 days following the date the most recent bill was provided. The client is entitled to make similar requests at intervals of no less than 30 days following the initial request. In providing responses to client requests for billing information, the attorney may use billing data that is currently effective on the date of the request, or, if any fees or costs to that date cannot be accurately determined, they shall be described and estimated.

(c) Failure to comply with any provision of this section renders the agreement voidable at the option of the client, and the attorney shall, upon the agreement being voided, be entitled to collect a reasonable fee.

(d) This section shall not apply to any of the following:

- (1) Services rendered in an emergency to avoid foreseeable prejudice to the rights or interests of the client or where a writing is otherwise impractical.
- (2) An arrangement as to the fee implied by the fact that the attorney's services are of the same general kind as previously rendered to and paid for by the client.
- (3) If the client knowingly states in writing, after full disclosure of this section, that a writing concerning fees is not required.
- (4) If the client is a corporation.

(e) This section applies prospectively only to fee agreements following its operative date.

(f) This section shall become operative on January 1, 2000.

(Added by Stats. 1993, c. 982 (S.B. 645), § 6, operative Jan. 1, 1997. Amended by Stats. 1994, c. 479 (A.B. 3219), § 5, operative Jan. 1, 1997; Stats. 1996 c. 1104 (A.B. 2787), §11, operative Jan. 1, 2000.)

PRICE, POSTEL & PARMA LLP
Public Agency – General Counsel
Professional Service Fees
Effective April 1, 2016

PARTNERS

JTS	J. Terry Schwartz	325
DVH	David W. Van Horne	325
DDR	Douglas D. Rossi	325
CAP	Craig A. Parton	325
CEW	C.E. Chip Wullbrandt	325
CEH	Christopher E. Haskell	325
TEM	Tim E. Metzinger	325
TAA	Todd A. Amspoker	325
MSM	Mark S. Manion	325
MJF	Melissa Fassett	325
IMF	Ian M. Fisher	325
SM	Shereef Moharram	325
SZ	Sam Zodeh	325
KMRB	Kristen M. R. Blabey	325

OF COUNSEL

ARG	Arthur R. Gaudi	325
JHH	James H. Hurley, Jr.	325
PDS	Peter D. Slaughter	325
EPH	Eric P. Hvolbøll	325
KJP	Kenneth J. Pontifex	325
SMB	Susan M. Basham	325
SKM	Steven K. McGuire	325
TMC	Timothy M. Cary	325

ASSOCIATES

DM	Drew Maley	250
CG	Cameron Goodman	180
PJH	Paul J. Hamill	325

LAND USE PLANNER

CP	Christopher Price	180
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PARALEGALS

BUSINESS		160
LITIGATION		170

PRICE, POSTEL & PARMA LLP

COSTS

Computerized legal research – Although the Firm maintains a comprehensive on-line library of legal resources, occasionally it is necessary to research materials outside of the Firm library. The costs for such research are charged to the client at the same rate that is charged to the Firm.

Travel expense, including air travel, lodging and meals, parking, car mileage at \$.54 per mile, and miscellaneous expenses.

Secretarial Overtime - actual charges.