

South Kern Cemetery District

15543 South Vineland Road

Bakersfield, CA 93307

(661) 845-2540

AGENDA BOARD OF TRUSTEES MEETING OF THE SOUTH KERN CEMETERY DISTRICT ARVIN LIBRARY BOARD ROOM 201 CAMPUS DRIVE ARVIN, CA TUESDAY AUGUST 19, 2014 AT 5:30 PM

1. **Call To Order:**
2. **Pledge of Allegiance:**
3. **Roll Call:**
4. **Public Comments and Communication:** This portion of the meeting is reserved for members of the public desiring to address the Board on any matter not on the agenda and over which the Board has jurisdiction. The Board will receive comments but will not respond or take any action. Any matter may be referred to staff for further review or disposition. The person addressing the Board is asked to state their name and address for the record. Each member addressing the public should limit their comments to two minutes in duration.
5. **Consent Calendar:** These items are routine and non-controversial. These items are approved in one motion unless a Board member or member of the public removes a particular item.
 - a) Approval of the Bill Paying List for July 2014: \$ 7,493.41
 - b) Approval and acceptance of minutes:
July 15, 2014 Regular Meeting
 - c) YTD budget report
 - d) Investment, banking, and tax accounts report
 - e) Accounts receivable aging report
 - f) Burial activity report
 - g) Acknowledge receipt of all correspondence

Board Business:

6. Report, Discussion and Possible Approval, RE: An agreement with Karen O'Neil of Kirk Simas to provide legal counsel to the District.
7. **District Manager Report:**
 - a. CAPC and CSDA Training for Board (Registration)
 - b. New Hire
 - c. Alarm System installation update
8. **Committee Report:**
 - a. Personnel Manual to be presented at September Meeting

9. Board Member Comments:

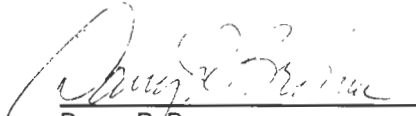
10. Closed Session:

None

11. Adjournment:

Next regular scheduled meeting will be at 5:30PM on September 16, 2014

This is to certify that this agenda was posted at The South Kern Cemetery District Office, 15543 South Vineland Road Bakersfield, CA on August 15, 2014.



Danny R. Brown
District Manager

The South Kern Cemetery District does not discriminate on the basis of disability in the access to, provision of or employment in its programs and activities pursuant to 29 United States Code Section 12132 and California Civil Code Section 54. Information regarding the rights provided under the Americans with Disabilities Act (ADA) may be obtained from the District Office. If you need special assistance to participate in any meeting, please contact the District Office at (661) 845-2540 to make reasonable arrangements to ensure accessibility to this meeting.

2:56 PM
08/14/14
Accrual Basis

South Kern Cemetery

Expenses by Vendor Summary

July 14 through August 14, 2014

	Check#		Jul 14 - Aug 14, 14
B of A Business Card	2593		212.03
Adobe Systems, Inc.	B of A Card	19.00	
Resort At Squaw Creek	B of A Card	488.30	
USPS	B of A Card	103.70	
Intuit	Credit to B of A Card	-399.96	
Anthem Blue Cross	2595		16.50
Arrowhead	2596		79.53
AT&T	2592		209.50
Bakersfield Drug Testing	2597		35.00
Blackburn Oil	2598		57.24
Chandra Mead	2599		88.08
Farrell Neeley	2600		50.00
Floyds General Store	2601		290.23
Hometown Publishing	2602		12.80
Hughes Network	2603		76.54
Kern River Power Equipment	2604		45.78
Lamont General Store	2605		83.00
Lamont Sanitation	2606		348.24
Linda Leary	2607		50.00
Manuel Pantoja	2608		50.00
Mission Linen Supply	2609		110.65
Office Depot	2610		212.28
PA Security and Video	2590		3,062.47
PG&E	2595		1,146.99
Sonitrol	2611		38.50
Trent Systems, LLC	2612		112.50
United Health Care	2591		624.92
Visalia Granite	2613		480.63
TOTAL			<u><u>7,493.41</u></u>

South Kern Cemetery District

15543 South Vineland Road

Bakersfield, CA 93307

(661) 845-2540

MINUTES BOARD OF TRUSTEES MEETING OF THE SOUTH KERN CEMETERY DISTRICT ARVIN LIBRARY BOARD ROOM 201 CAMPUS DRIVE ARVIN, CA TUESDAY JULY 15, 2014 AT 5:30 PM

1. **Call To Order:** Chairman Pantoja called the meeting to order at 5:32 PM
2. **Pledge of Allegiance:** Chairman Pantoja led the Pledge of Allegiance
3. **Roll Call:** Present were Chairman Pantoja, Vice-Chairman Neeley, Secretary Mead, and Trustee Leary. Trustee Thome absent.
4. **Public Comments and Communication:** None
5. **Consent Calendar:**
 - a) Approval of the Bill Paying List for June 2014: \$ 9,080.72
 - b) Approval and acceptance of minutes:
June 17, 2014 Regular Meeting
 - c) YTD budget report
 - d) Investment, banking, and tax accounts report
 - e) Accounts receivable aging report
 - f) Burial activity report
 - g) Acknowledge receipt of all correspondence

Vice-Chairman Neeley inquired of the Accounts Receivable aging report and if staff carry over contracts more than the 12 month term. The District Manager confirmed that if the account was receiving payments the district does extend the terms in order to give parties the ability to complete their contracts.

Vice-chair Neeley made a motion to approve the consent calendar. Trustee Leary second the motion. Item is approved 4-0-1 (Thome absent).

Board Business:

6. Report and Possible Approval, RE: Adoption of a Board Governance Policy in order comply with California Government Code

Vice-chair Neeley stated that this was addressed in the past regarding a governance policy. Trustee Mead stated there was potentially an adoption in 2010. Trustee Neeley made the motion to adopt the policy and that this policy will supersede any governance policy that may have been previously adopted. Trustee Mead second the motion. Policy is approved 4-0-1 (Thome absent).

7. Report and Possible Approval, RE: An update to the District's alarm system and potential installation of video monitoring equipment.

Vice-chairman Neeley and Trustee Leary stated for the record that they are both clients of one of the bidders on this project and that they have no financial interest in any of the bidding companies. Capabilities and limitations were discussed with each individual bid received. A motion to accept the bid from PA Alarm was made by Vice-chair Neeley. A second was provided by Trustee Mead. Item is approved 4-0-1 (Thome absent).

8. Report and Possible Approval, RE: An update to the District's credit card processing company

A request to potentially upgrade the credit card system with a new provider was discussed along with possible cost savings to the district by means of reduced fees being charged. Comparables of the three bids were made along with their fee structures. Trustee Leary made a motion to accept the bid provided by First Data. Trustee Mead second the motion. The bid was accepted 4-0-1 (Thome absent).

9. District Manager Report:

- a. Grand Jury Response:** The response was provided to the Board regarding the recently released Grand Jury Report. Without objection, the District Manager is to submit the response the Grand Jury and Presiding Judge.
- b. Property Update:** A report was previously requested for an update regarding district owned property. Replies to requests for information have gone unanswered and no written response has been received as of the date of this meeting. Inquiries are being made regarding representation going forward.
- c. District Manager Training Report:** The District Manager provided a report regarding the CSDA General Manager Leadership Summit.

10. Committee Report: None

- 11. Board Member Comments:** Trustee Mead stated that reappointment interviews are beginning to move forward. Trustee Mead also stated that the community of Pine Mountain Club is not included in the district's boundaries and that we should explore a potential annexation request.

Vice-Chairman Neeley asked what the Board should do because of the inaction on the part of County Counsel.

- 12. Closed Session:** Chairman Pantoja announced the Board of Trustees were going into closed session at 6:35 PM.

1. LIABILITY CLAIM, pursuant to Gov. Code section 54956.95
Claimant: Unspecified, pursuant to Gov. Code section 94961

Agency claimed against: South Kern Cemetery District

The Board reconvened in open session at 6:41 PM with no reportable action.

13. Adjournment: Vice-chair Neeley motioned to adjourn and Trustee Mead second the motion. All in favor for adjournment 4-0-1 (Thome absent). Meeting was adjourned at 6:43 PM.

Respectfully Submitted,

Chandra Mead
Secretary of the Board

South Kern Cemetery
Profit & Loss
July 1 through August 1, 2014

Jul 1 - Aug 1, 14

Ordinary Income/Expense

Income

30300 · At Need Sales	1,860.00
30310 · Burial Rights	3,430.00
30320 · Open/Close	2,200.00
30330 · Installing Memorials	1,435.00
30340 · Handling Fee	2,100.00
30350 · Equipment Services	3,390.00
30360 · Liner	1,260.00
30370 · Endowment Fund	1,445.00
30371 · Columbarium Niche	300.00
30380 · Out of District	580.00
30300 · At Need Sales - Other	
Total 30300 · At Need Sales	18,000.00

30400 · Pre Need Sales	60.00
30405 · Contract Charges	470.00
30420 · Open/Close	435.00
30425 · Liner	275.00
30430 · Memorial Setting Fee	205.00
30440 · Handling Fee	300.00
30445 · Equipment Services	2,520.00
30455 · Endowment	4,340.00
30460 · Burial Rights	
Total 30400 · Pre Need Sales	8,605.00

4300 · Revenue-Property Taxes (From General Fund #42000)

3005 · Current Secured	199.78
3007 · Supplemental Prop Tax Current	669.78
3010 · Current Unsecured	67.01
3014 · Prop Tax Current Unsec Suppl	1.17
3017 · Supplemental Prop Tax-Prior	14.08
3025 · Property Taxes-Prior Unsecured	-34.26
3565 · Penalties & Costs	11.31
3605 · Interest On Bank Dep & Invest	211.86
4200 · Other In Lieu Taxes	18.10
Total 4300 · Revenue-Property Taxes (From General Fund #42000)	1,158.83

4500 · Donations (Land Donations)

4510 · Non Taxable Sales	221.43
Total Income	27,985.26

Gross Profit

Expense

Bank Serv. Charges	63.80
Post Office	103.70
Total Expense	167.50
Net Income	27,817.76

**South Kern Cemetery
Profit & Loss
July 1 through August 1, 2014**

	Jul 1 - Aug 1, 14
50000 · Salaries, Wages & Payroll Expen	4,342.69
51000 · District Manager	2,801.50
51200 · Office Assistant	2,721.60
51300 · Groundsman 1 (Abel)	2,364.80
51400 · Groundsman 2 (David)	288.08
51700 · Board of Trustees	935.65
51800 · Payroll Taxes FICA, SSI, UI (Payroll Expenses)	13,454.32
Total 50000 · Salaries, Wages & Payroll Expen	45.78
60000 · Maintenance Expenditures	57.24
61000 · Fuel & Oil	976.47
62000 · Buildings & Grounds Outlay	
68000 · Vehicle /Replacement	
68500 · Grass Hopper Mower 7250	45.78
Total 68000 · Vehicle /Replacement	45.78
60000 · Maintenance Expenditures - Other	480.63
Total 60000 · Maintenance Expenditures	1,560.12
70000 · Administration Expenditures	221.15
70010 · Co. of Kern Service Charges	-300.56
70210 · Retirement-PERS	5,730.00
73000 · Vaults and Liners	3,100.97
74100 · Security and Alarm	291.81
74200 · Office Supplies	839.46
74300 · PG&E	153.08
74400 · Internet	110.65
74510 · Uniforms	12.80
76100 · Marketing and Advertising	-625.00
76500 · Training/Education	
Total 70000 · Administration Expenditures	9,534.36
72000 · Insurance Expense	33.00
72004 · Insurance; Life	33.00
Total 72000 · Insurance Expense	24,749.30
Total Expense	3,235.96
Net Ordinary Income	3,235.96
Net Income	3,235.96

Morgan Stanley Investment Account

	1/2014	2/2014	3/2014	4/2014	5/2014	6/2014	7/2014
Opening Valuation	\$ 336,371.16	\$ 337,307.71	\$ 337,307.82	\$ 336,371.50	\$ 336,371.63	\$ 337,308.18	\$ 335,903.64
Credit/Debits/Transfers	\$ (954.44)	\$ (954.45)	\$ (862.08)	\$ (954.44)	\$ (923.66)	\$ (954.44)	\$ (923.66)
Change in Value	\$ 1,890.99	\$ 954.56	\$ (74.24)	\$ 954.57	\$ 1,860.21	\$ (450.10)	\$ (949.07)
Closing Valuation	\$ 337,307.71	\$ 337,307.82	\$ 336,371.50	\$ 336,371.53	\$ 337,308.18	\$ 335,903.64	\$ 334,030.91

Bank of America Account

Checking Account	2687	\$ 76,691.46	\$ 92,243.18	\$ 87,994.49	\$ 91,176.17	\$ 62,623.12	\$ 69,771.21	\$ 94,786.28
Credit Card Received	1820	\$ 52,042.68	\$ 58,466.72	\$ 52,357.01	\$ 56,166.69	\$ 64,583.78	\$ 70,038.34	\$ 71,375.39
Special Projects	1130	\$ 36,809.24	\$ 37,564.24	\$ 38,692.32	\$ 39,555.04	\$ 40,510.86	\$ 41,434.99	\$ 42,390.14
Total Cash On Hand		\$ 165,343.38	\$ 188,274.14	\$ 179,043.82	\$ 186,897.90	\$ 167,717.56	\$ 181,244.54	\$ 208,551.81

County Funds

Tax Account Funds	42000	\$ 19,037.23	\$ 24,010.24	\$ 4,414.74	\$ 33,118.71	\$ 20,442.02	\$ 12,047.40	\$ 13,302.39
Endowment Care	42002	\$ 72,976.76	\$ 72,976.76	\$ 72,976.76	\$ 73,042.04	\$ 73,042.04	\$ 73,042.04	\$ 73,103.79
Land Purchase/Developme	42004	\$ 958.97	\$ 958.97	\$ 958.97	\$ 959.83	\$ 959.83	\$ 959.83	\$ 960.64
Pre-Need Sales	42005	\$ 185,036.68	\$ 185,036.68	\$ 185,036.68	\$ 175,767.33	\$ 175,767.33	\$ 175,767.33	\$ 155,916.83
Total		\$ 278,009.64	\$ 282,982.65	\$ 263,387.15	\$ 282,887.91	\$ 270,211.22	\$ 261,816.60	\$ 243,283.45
Total All Cash Accounts		\$ 780,660.73	\$ 808,564.61	\$ 778,802.47	\$ 806,157.44	\$ 775,236.96	\$ 778,964.78	\$ 785,866.17

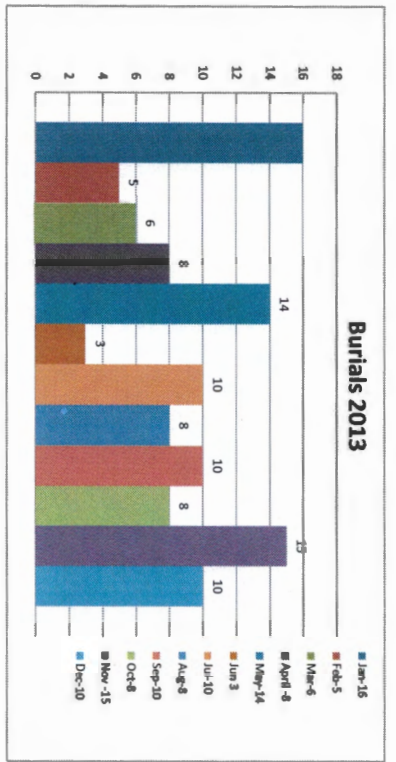
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08/14/14

**South Kern Cemetery
A/R Aging Summary
As of July 31, 2010**

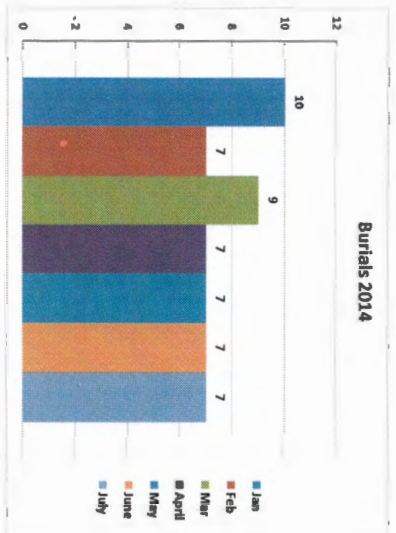
	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>
Alfredo Moreno	0.00	0.00	0.00	0.00	500.00	500.00
Ana Cardenas	0.00	0.00	0.00	1,428.92	0.00	1,428.92
Angel or Maria Vargas	0.00	0.00	0.00	0.00	240.00	240.00
Anita Mendoza	0.00	0.00	0.00	0.00	1,973.95	1,973.95
Billy C Ward	0.00	0.00	0.00	0.00	1,696.97	1,696.97
Brian Rhodes	0.00	0.00	0.00	0.00	244.00	244.00
Concepcion & Pedro Cuev...	0.00	0.00	0.00	0.00	185.32	185.32
Dora Perez	0.00	0.00	0.00	0.00	1,412.96	1,412.96
Dorothy Blankenship	0.80	0.00	0.00	0.00	265.00	265.80
Edelmiro & Nicolasa Garza	0.00	0.00	0.00	0.00	470.00	470.00
Ernestinal Guerrero	0.00	0.00	0.00	0.00	345.00	345.00
Estela Esqueda	0.00	0.00	0.00	0.00	438.00	438.00
Fred Paredes	0.00	0.00	0.00	0.00	2,209.51	2,209.51
Guadalupe Navarro	0.00	0.00	0.00	0.00	1,345.00	1,345.00
Ignacio Cortez	0.00	0.00	0.00	0.00	420.00	420.00
Jesusa Rodriguez	0.00	0.00	0.00	0.00	830.00	830.00
Joe Hidalgo	0.00	0.00	0.00	0.00	960.46	960.46
June Smithson	0.00	0.00	1,804.38	0.00	0.00	1,804.38
La Verne Wernli	0.00	0.00	0.00	0.00	-0.70	-0.70
Margaret Hall	0.00	0.00	0.00	0.00	930.00	930.00
Margarita Silva	0.00	0.00	0.00	0.00	50.00	50.00
Maria Hernandez	0.00	0.00	0.00	0.00	840.00	840.00
Marisela Monge	0.00	0.00	0.00	0.00	242.00	242.00
Maritza Malone	0.00	0.00	660.00	0.00	0.00	660.00
Mary Seeley	0.00	0.00	0.00	0.00	1,140.00	1,140.00
Orlando & Irma Pineda	0.00	0.00	0.00	0.00	348.00	348.00
Porter Black	0.00	0.00	0.00	0.00	2,672.34	2,672.34
Raymond Eugene Davidson	0.01	0.00	0.00	0.00	34.65	34.66
Roy & Bertha Rosales	0.00	0.00	0.00	0.00	145.00	145.00
Unknown	0.00	0.00	0.00	0.00	-1,573.89	-1,573.89
Victoria Ramirez	0.00	0.00	0.00	0.00	645.00	645.00
Yolanda Garza	0.00	0.00	0.00	0.00	1,192.51	1,192.51
TOTAL	0.81	0.00	2,464.38	1,428.92	20,201.08	24,095.19

South Kern Cemetery District Arvin



Burials 2013

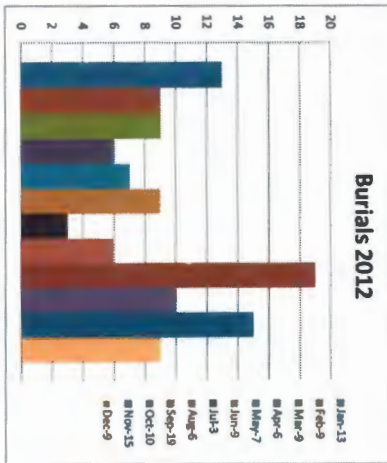
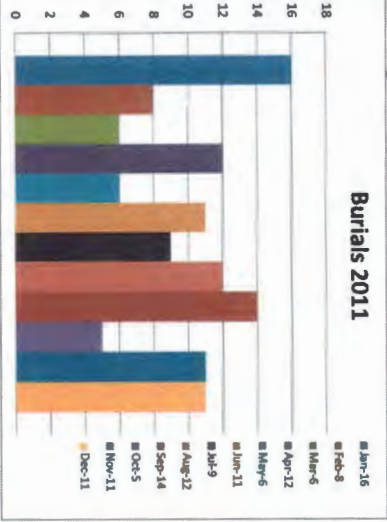
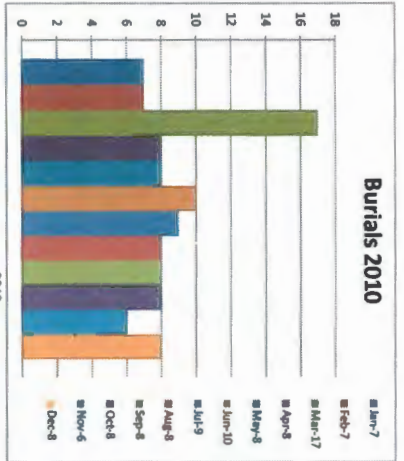
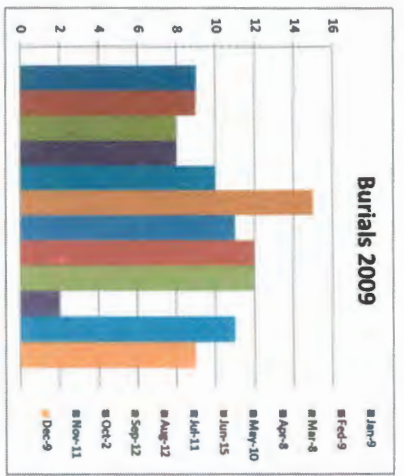
YT-Single	49
YT-Double	34
YT-Cremation	21
YT-Retirement	1
YT-Babies	5
YT-Niche	3
Total	113



Burials 2014

YT-Single	32
YT-Double	16
YT-Cremation	4
YT-Retirement	1
YT-Babies	1
YT-Niche	1
Total	54

South Kern Cemetery District Arvin



	2009	2010	2011	2012	2013	2014	Average
January	9	7	16	13	15	10	12
February	9	7	8	9	6	7	8
March	8	17	6	9	8	9	9
April	8	8	12	8	8	7	8
May	10	8	6	7	14	7	9
June	15	10	11	9	3	7	9
July	11	9	9	3	10	7	8
August	12	8	12	6	8	8	9
September	12	8	14	19	11	11	13
October	2	8	5	10	7	7	6
November	11	6	11	15	15	15	12
December	9	8	11	9	10	10	9
Total	116	104	121	115	111	104	9

MEMORANDUM

ITEM 6

SOUTH KERN CEMETERY DISTRICT

TO: Honorable Chairman and Board Members

FROM: Danny Brown, District Manager

DATE: August 19, 2014

RE: Report, Discussion and Possible Approval, RE: An agreement with Karen O'Neil of Kirk Simas to provide legal counsel to the District.

Background: The district has always relied upon the County Counsel's office to provide legal services on a variety of matters related to special district as well as cemeteries. The wide area approach to representation has never seemed to be an issue since litigation has not been an issue. In this litigious environment public agencies are being required to be more aware of actions and regulations often without a grounded basis or platform of reference.

Summary: Staff has been experiencing many delays in replies, if at all, from counsel. Many times there is an immediate need for direction regarding any number of issues that may arise from the operation. Staff has not been able to secure this direction. The reverberation is beginning to show and as the governing body, you are also not able to receive sound and timely legal advice regarding several requested items. Staff recommends a change in counsel in order to avoid further legal delays as well as to better serve the district's needs.

Budget Impact: About \$12,000 in legal expenditures just in the past fiscal year

Discussion: Staff recommends approval of the agreement with Karen O'Neil of Kirk Simas as the district's legal counsel.



KAREN A. O'NEIL

Karen was born at Torrejone Air Force Base in Madrid, Spain while her father was stationed in Spain during his service in the United States Air Force. In 1983, her family moved to Santa Maria where she attended local schools. Karen received her Bachelor of Arts degree (cum laude) in 1997 from San Diego State University. She majored in political science with an emphasis on Middle Eastern studies. Karen interned in the United States Department of Justice working in both the Office of Tribal Justice and the Violence Against Women Office. In her senior year in college, Karen was selected by the faculty as Most Outstanding Senior for the Political Science Department.

Thereafter, she attended McGeorge School of Law, University of the Pacific, earning her law degree, with distinction, in 2000. She earned memberships in the Order of the Coif and the Order of the Barristers. While in law school, Karen gained valuable experience clerking for the Appeals, Writs and Trials Section as well as the Correctional Law Section of the California Department of Justice. After practicing general civil litigation and employment law in Santa Rosa, California, Karen moved back to the Central Coast in 2003.

Karen represents several Special Districts and provides both preventive advice to trustees and managers to ensure statutory compliance and aggressive representation in court. She also presents educational and training seminars at local area district meetings and at the Annual Conference for the California Association of Public Cemeteries. She is rated "AV" by the Martindale-Hubbell Law Directory, its most prestigious rating.

Karen is also a trial attorney, including insurance defense work, and employment law. She primarily represents employers and management.

She is a member of the North Santa Barbara County Bar Association, the State Bar of California and of the Labor and Employment Section of the State Bar. Karen guest lectures at Allan Hancock College on the topic of unions.

Karen is a member of the Association of Workplace Investigators. The law requires employers to conduct investigations when they receive certain types of complaints from their employees. Karen helps employers comply with this law by conducting immediate, independent and thorough workplace investigations.

Cemetery Law

Retaining legal counsel is an important first step to navigating the complicated minefield of statutory compliance for public cemeteries.

KIRK & SIMAS has the legal expertise to represent special districts in general and public cemeteries in particular. The firm also provides general business advice and litigation services.

Areas of Practice:

Cemetery Law

Brown Act Compliance

Conflicts of Interest

Land Use Planning

Personnel

Public Works Contract

Dispute Resolution

Employment Law

Legal issues in the workplace are becoming increasingly complex. In this environment, every employer must be alert to the laws governing the employer/employee relationship and be active in preventing disputes and liabilities.

KIRK & SIMAS attorneys provide counseling and preventive advice for employers and defend employers in administrative and civil proceedings.

Areas of Practice:

Hiring, Discipline, and Termination Practices

Human Resource Compliance

Investigating and Responding to Complaints of Discrimination and Harassment

Drafting and Reviewing Personnel Policies and Handbooks

Wage and Hour Compliance, Audit and Claim Defense

KIRK & SIMAS



KIRK & SIMAS is a full service law firm committed to bringing the highest quality legal services to California's Central Coast. KIRK & SIMAS is honored to represent substantial public and private interests on the Central Coast in a broad range of business matters, litigation, employment, estate planning and administration matters, and family law disputes.

The firm holds the prestigious "AV Preeminent (5.0 out of 5)" rating under Martindale-Hubbell. Under the program, attorneys throughout the Central Coast region rate each other on both technical proficiency and ethical standards. "AV Preeminent" is the highest rating that can be earned.

Result Driven

KIRK & SIMAS provides quality service and results at reasonable rates. That quality of service is guaranteed by the firm's commitment to a solid foundation of traditional legal education and broad practical experience. It is enhanced by the latest in technological research tools and continuing education for both its lawyers and support staff. This commitment to high quality service is consistent with the concerns for the client. This also allows its lawyers and support staff to give special attention to a client's need that larger firms are unable to give by virtue of their size. This is embodied in the firm's Mission Statement, Vision Statement and Core Values.

Team Approach

The firm's attorneys are assisted by a staff of well trained and dedicated law clerks, paralegals, and legal secretaries, and administrative support staff. Together, KIRK & SIMAS emphasizes a team approach to assure that all facets of its clients' legal needs are addressed in a thorough and efficient manner. This ensures that the primary attorney is backed up by at least one paralegal that is thoroughly familiar with the client's matter and another attorney who has at least some familiarity with the ongoing matters so that he or she can step in at a moment's notice.

KIRK & SIMAS is honored to represent substantial public and private entities on the Central Coast in real estate acquisitions, land use permit processing, construction, development, financing, and litigation matters; in resolving business related disputes; in forming, operating, financing, transferring, and dissolving partnerships, corporations, limited liability companies, homeowners associations and other business entities; in management-oriented employment law matters; and in estate planning, estate administration, and family law matters.

Visit our website at <http://www.KirkSimas.com> or e-mail us at Info@KirkSimas.com.

**ENGAGEMENT AND HOURLY FEE AGREEMENT
FOR LEGAL SERVICES**

- 1. Party Identification.** This Engagement and Hourly Fee Agreement For Legal Services (the “Agreement”) is executed in duplicate, with each party receiving an executed original, between KIRK & SIMAS, a professional law corporation (the “Firm”), and **SOUTH KERN CEMETERY DISTRICT** (the “Client” or the “District”). This Agreement is required by Business and Professions Code Section 6148 to document the terms under which the Client has employed the Firm to provide legal services and is intended to fulfill that section’s requirements.
- 2. Legal Services to be Provided.** The Firm shall provide legal counsel and representation, and perform such work as is necessary, in the best professional judgment of the Firm and the Responsible Attorney hereinafter identified, to advise, counsel, and represent it as its attorney and to provide legal advice, consultation, and opinions regarding legal matters relating to the District on an as needed basis.
- 3. Other Legal Services Specifically Excluded.** If Client wishes that the Firm provide any legal service not identified in Section 2, above, a separate written fee agreement between the Firm and Client will be required. In addition, the Firm will represent Client through settlement or trial, but the Firm will not handle any post-trial, appellate or other matters unless a separate written fee agreement is executed for the additional services.
- 4. Representation Provided by Firm.** **KAREN A. O’NEIL** (“Responsible Attorney”) will have primary responsibility for handling Client’s case, however, Client acknowledges that Client is retaining the Firm, rather than any particular attorney or other staff person. As each Firm member has different areas of expertise, Client’s case will be handled by the Firm personnel which the Firm and the Responsible Attorney determine, in their best professional judgment, to be best suited to Client’s particular matter.
- 5. Firm, Responsible Attorney and Client Duties.** The Firm, through Responsible Attorney and other staff, will perform the legal services called for under this Agreement, keep Client informed of progress and developments, and respond within a reasonable time to Client’s inquiries and communications. Client will be truthful and cooperative with the Firm and Responsible Attorney and keep them reasonably informed of developments and of Client’s address, telephone number, and whereabouts.

The Firm and Responsible Attorney shall diligently represent Client’s interests at all times. Although the Responsible Attorney signing this agreement on the Firm’s behalf will have primary responsibility for this matter, other Firm attorneys and personnel may perform services on Client’s behalf, as may be required by considerations of availability, special expertise or efficiency. Time spent on this matter by other personnel will be charged at such attorney or staff member’s usual

hourly rate.

6. **Settlement.** The Firm and Responsible Attorneys will not settle the Client's matter without the Client's approval, who will have the absolute right to accept or reject any settlement. The Firm promptly will notify Client of any settlement offer received by the Firm.

7. **Attorneys' Fees.** The amount the Firm will receive for fees for legal services to be provided under this Agreement will be based on the hourly rates set forth on the attached Exhibit "A".

Attorneys and other staff will charge for their services in one-tenth hour increments, rounded off for each particular activity to the nearest one-tenth of an hour. The Firm will charge for all activities undertaken to provide legal services to Client under this Agreement, including, but not limited to: preparation for and participation in conferences (in person and telephonic), court appearances (including time spent waiting for Client's case to be called), and depositions; review and preparation of correspondence, legal documents and e-mails; legal research, travel, and telephone calls made and received by attorneys and staff; and any other time required properly to represent Client. Client acknowledges that neither the Firm nor Responsible Attorney, nor any other person, has made any promises about the total amount of attorneys' fees or costs to be incurred by Client under this Agreement.

The Firm may change the above billing rates during the time that the Firm represents Client. If the Firm does so, it will notify the Client no less than thirty (30) days in advance.

8. **Rush Fees.** Matters requiring Responsible Attorney and staff to stop what they are working on to provide rush service for Client's matter will be billed at a twenty-five percent (25%) premium over the otherwise applicable rates for the attorneys and other staff involved.

9. **Costs.** Client will advance all costs incurred on Client's behalf in connection with the Firm's representation. Costs include, but are not limited to court or other public agency filing fees, deposition costs, court reporter fees, expert witness fees and expenses, investigation costs, long-distance telephone expenses, messenger service fees, photocopying charges at 20 cents per page, process server fees, facsimile charges at 50 cents per page, and any other direct costs. At the Firm's option, costs may be advanced by the Firm and then billed to Client, unless the costs can be met out of Client deposits that are applicable toward costs.

10. **Initial Deposit Retainer.** Public agencies are not charged an initial retainer. Neither the Responsible Attorney, nor the Firm, nor any other person has made any promises to Client that the fee will be any particular amount or that it will not exceed any particular amount.

11. **Statements and Payments.** Statements are prepared and issued monthly, and are due and payable in full upon receipt if the initial retainer deposit has been exhausted and a replenishing retainer has not been received.

If payment in full is not made when due, the Firm shall have the option to withdraw from Client's case in accordance with Section 18 of this Agreement or suspend work on Client's case until the account is brought current.

Any amounts not received by the Firm by noon on the last business day of the month automatically will accrue a service charge of 1.5% per month until paid. Client must bring any objection to the billing to the Firm's attention before the last business day of the month within which the bill was received; otherwise, the Firm may assume that Client agrees that the bill was accurate as sent.

12. Disclosure RE: Court Ordered Attorneys' Fees and Costs. Client is responsible for paying all fees and costs as incurred. Under some circumstances, a court may order an opposing party to pay some or all of Client's attorneys' fees and costs. If the court orders an opposing party to pay any sums toward such fees and costs, Client remains obligated to make payment to the Firm after the order is made; however Client will receive credit for those payments if and when the sums ordered are actually paid by the opposing party.

Nothing in this Agreement obligates the Firm to undertake collection efforts against the opposing party to collect fees or costs so ordered. If Client requests the Firm to undertake such collection and the Firm consents, then the Firm may do so, but will charge Client for such services at the regular hourly rates agreed to herein.

13. Representation of Adverse Interests. Client is informed that the California State Bar Rules of Professional Conduct require a client's informed written consent before an attorney may begin or continue to represent a client when the attorney has or had a relationship with another party interested in the subject matter of the attorney's proposed representation of the client. The Firm and Responsible Attorney have conducted a diligent search of their records, and neither is aware of any relationship with any other party interested in the subject matter of the Firm's proposed services for Client under this Agreement.

As long as the Firm's services for Client continue under this Agreement, the Firm and the Responsible Attorney will not knowingly agree to provide legal services for any such party without Client's prior written consent.

14. Tax Consequences of Settlements and Court Awards. Client acknowledges that the Firm is not licensed to give accounting or tax advice. Most settlements and court awards in litigation matters result in money and/or property changing hands. Such transactions often have significant tax implications. Many awards once thought to be tax free are in fact taxable. Client assumes the responsibility for all taxes and tax preparation fees associated with any settlement, award, order or judgment.

Client acknowledges that the Firm has advised it to retain an accountant to assist Client in evaluating the foregoing tax aspects and Client has declined to do so at this time. Client assumes all responsibility for any tax aspects of any proposed or final settlement, award, order or judgment.

15. **Guaranty Disclaimer.** Client acknowledges that the Firm and Responsible Attorney cannot guarantee a particular result or outcome and have made no promises as to what result can or will be obtained for Client. The fee to be charged does not depend on the result obtained. Client is responsible for paying all fees and costs regardless of the result obtained or outcome of the case.

16. **Firm and Responsible Attorney Discharge.** Client may terminate the Firm and Responsible Attorney's representation of Client at any time by written notice effective when received by the Firm. Unless specifically agreed by the Firm and Client, the Firm and its attorneys will provide no further services on Client's behalf after receiving such notice. If the Firm or any Firm attorney is Client's attorney of record in any pending court proceeding, Client will execute and return a Substitution of Attorney form immediately upon the Firm's request. Notwithstanding the discharge, Client will remain obligated to pay the Firm any accrued and unpaid fees and costs for services provided through the discharge date.

17. **Firm and Responsible Attorney Withdrawal.** The Firm and its attorneys may withdraw at any time as permitted under the California State Bar Rules of Professional Conduct. The circumstances under which the Rules permit such withdrawal include, but are not limited to the following: Client consents; Client does not make payment as required by this Agreement; Client misrepresents or fails to disclose material facts; Client fails to follow the Firm's or Responsible Attorney's advice; Client fails in any other way to cooperate in handling the case; or if other circumstances arise which make it unreasonably difficult for the Firm or Responsible Attorney to continue representing Client. In any of those events, Client shall execute a Substitution of Attorney form immediately at the Firm's request. Notwithstanding the withdrawal, Client will be obligated to pay the Firm any accrued and unpaid fees and costs for services provided through the withdrawal date.

18. **Attorneys' Lien.** In accordance with applicable law, the Firm will have a lien against any sums recovered on Client's behalf for payment of fees and costs owing.

19. **Release of Client's Papers and Property.** At the termination of services under this Agreement, the Firm, within a reasonable time period after Client's request, will release to Client, all of Client's papers and property. "Client's papers and property" include correspondence, deposition transcripts, exhibits, experts' reports, legal documents, physical evidence, and other items reasonably necessary to Client's representation, whether Client has paid for them or not.

20. **Document Retention Policy.** Because of the volume of work performed by the Firm, it cannot retain all documents in its files forever. As a result, the Firm has developed a document retention policy. In general, the Firm retains originals or copies of all documents for a minimum of five years after the date on which the particular engagement involved ended. While the Firm will make every effort to assure that the Client is provided with copies of all relevant documents as this engagement progresses, and that all of the Client's original documents are returned to the Client prior to the engagement's end, that does not always occur. If there are particular documents which the Client wishes to assure are not destroyed, the Client should advise the Firm in writing not later than the engagement's end so that the Firm can make sure that the requested documents are supplied to the Client.

21. **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.

22. **Severability in Event of Partial Invalidity.** If any provision of this 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 remain in effect.

23. **Modification by Subsequent Agreement.** This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both parties or an oral agreement to the extent that the parties carry it out.

24. **Fee Dispute Arbitration.** If a dispute arises between the Firm and its attorneys on the one hand and Client on the other hand regarding attorneys' fees and costs claimed due under this Agreement and the Firm files suit in any court, Client will have the right to stay that suit by timely electing to arbitrate the dispute under Business and Professions Code §§ 6200-6206, in which event the Firm must submit the matter to such arbitration.

25. **Counterparts / Electronic Images.** This Agreement may be executed in one or more counterparts and the signature pages may be delivered electronically by fax or a scanned image e-mailed to the other party and such assembled counterpart shall be deemed an original.

26. **Governing Law.** This Agreement is made and is to be performed at Santa Maria, California. In all respects, it shall be governed by and interpreted under California laws.

27. **Agreement Effective Date.** This Agreement's effective date will be the date when, having been executed by Client, one original of the Agreement is received and countersigned by the Firm, but its effective date will be retroactive to the date the Firm first performed services.

CLIENT IS ADVISED THAT IT MAY SEEK ADVICE REGARDING THIS AGREEMENT FROM AN INDEPENDENT ATTORNEY OF CLIENT'S CHOICE BEFORE EXECUTING OR OTHERWISE ENTERING INTO THIS AGREEMENT WITH THE FIRM. CLIENT HEREBY ACKNOWLEDGES THAT IT HAS BEEN SO ADVISED, HAS BEEN GIVEN A REASONABLE OPPORTUNITY TO SEEK THAT ADVICE, AND HEREBY CONSENTS TO ALL OF THIS AGREEMENT'S TERMS.

IN WITNESS WHEREOF, the parties have executed this Engagement and Hourly Fee Agreement for Legal Services at Santa Maria, California.

Dated: _____, 2014

“CLIENT”

“FIRM”

SOUTH KERN CEMETERY DISTRICT

KIRK & SIMAS
a professional law corporation

Danny R. Brown, Manager

By: _____
Karen A. O’Neil
Shareholder

“RESPONSIBLE ATTORNEY”

_____, Secretary of the Board

Karen A. O’Neil

_____, Trustee

**EXHIBIT "A" TO
ENGAGEMENT AND HOURLY FEE AGREEMENT
FOR LEGAL SERVICES**

ATTORNEYS	HOURLY RATE	STAFF	HOURLY RATE
Alexander F. Simas Shareholder	\$360.00	Shawn Torres Law Clerk	\$110.00
Kathleen R. Patton Shareholder	\$295.00	Kim Wood Paralegal	\$95.00 \$100.00
Karen A. O'Neil Shareholder	\$200.00 \$285.00	Mary Lucas Paralegal	\$95.00 \$100.00
Nathaniel G. Hannaford Of Counsel	\$275.00	Andrea Smith Paralegal	\$95.00 \$100.00
Brian F. Simas Associate	\$245.00	Other Secretarial Staff	\$95.00 \$100.00
Contract Research Attorney	\$195.00		



Attendee Registration Form

ONE FORM PER ATTENDEE, PLEASE PRINT



Three Ways to Register:

1. ONLINE by visiting the CSDA Annual Conference website at conference.csda.net
2. FAX your registration form to 916-520-2465. All faxed forms must include payment.
3. MAIL CSDA, 1112 I Street, Suite 200, Sacramento, CA 95814, please include registration form along with payment. Check should be made payable to: California Special Districts Association.

Not sure if you are a member?

Contact the CSDA office at 877-924-2732 to find out if your agency or company is already a member. To learn more about the benefits of membership contact Cathrine Lemaire at cathrine@csda.net or call toll-free 877-924-2732.

Registration fee includes:

- President's Reception with the Exhibitors Monday evening
- Keynote Sessions
- Continental Breakfast with the Exhibitors on Tuesday
- Lunch with the Exhibitors on Tuesday
- SDRMA Full Plated Breakfast on Wednesday
- Awards Luncheon on Wednesday
- All Breakout Sessions on Tuesday, Wednesday, and Thursday
- SDLF "Taste of the City" Reception on Wednesday
- Closing Brunch on Thursday

Name:		Title:	
District:			
Address:			
City:		State:	Zip:
Phone:		Fax:	
Email:		Website:	
Emergency Contact:			
Member status: <input type="checkbox"/> Member <input type="checkbox"/> Non-member		<input type="checkbox"/> Vegetarian <input type="checkbox"/> Any Special Needs:	
Conference Registration Fees		Early Bird (on or before Aug. 22)	Regular (after Aug. 22)
<input type="checkbox"/> CSDA Member - Full Conference		\$550.00	\$600.00
<input type="checkbox"/> Non-member - Full Conference		\$750.00	\$800.00
<input type="checkbox"/> Guest - Full Conference (Cannot be from a district/company) <input type="checkbox"/> Vegetarian		\$260.00	\$300.00
<input type="checkbox"/> CSDA Member - One-day registration <input type="checkbox"/> Tuesday <input type="checkbox"/> Wednesday <input type="checkbox"/> Thursday		\$260.00 each day	\$275.00 each day
<input type="checkbox"/> Non-member - One-day registration <input type="checkbox"/> Tuesday <input type="checkbox"/> Wednesday <input type="checkbox"/> Thursday		\$375.00 each day	\$435.00 each day
Separate Registration Fees		Member	Non-member
<input type="checkbox"/> Pre-Conference Workshop: SDLA Module 1: Governance Foundations - Sept. 29		\$225.00	\$375.00
<input type="checkbox"/> Pre-Conference Workshop: So You Want to Be A General Manager? - Sept. 29		\$100.00	\$100.00
<input type="checkbox"/> CSDA Golf Tournament - Sept. 29		\$ 60.00 (includes breakfast and lunch)	
<input type="checkbox"/> Coachella Valley Water District Tour - Sept. 29		\$ 45.00 (includes transportation and lunch) (limited seating)	
<input type="checkbox"/> Hangar Party at the Palm Springs Air Museum - Sept 30		\$ 50.00 (includes transportation)	
<input type="checkbox"/> Safety Specialist Certificate Program - Oct. 1		FREE - Must be an SDRMA member	
<input type="checkbox"/> CSDA Awards Luncheon (Guests only) - Oct. 1		\$ 40.00	
<input type="checkbox"/> SDLF "Taste of the City" Reception (Guests only) - Oct. 1		\$ 55.00	
			TOTAL
Payment type: <input type="checkbox"/> Check <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> AMEX <input type="checkbox"/> Discover			
Account name:		Account Number:	
Expiration date:		Authorized Signature:	

Cancellations/Substitution Policy: Cancellations must be in writing and received by CSDA not later than September 5, 2014. All cancellations received by this date will be refunded less a \$75 processing fee. There will be no refunds for cancellations made after September 5, 2014. Substitutions are acceptable and must be done in writing no later than September 12, 2014. Please submit any cancellation notice or substitution request to sharonf@csda.net or fax to 916-520-2465.

Consent to Use Photographic Images: Registration and attendance at, or participation in, CSDA meeting and other activities constitutes an agreement by the registrant to CSDA's use and distribution (both now and in the future) of the registrant or attendee's image or voice in photographs, videotapes, electronic reproductions and audiotapes of such events and activities.



California Association of Public Cemeteries

Annual Education Seminar & Area Meeting

Friday, October 10, 2014—Saturday, October 11, 2014

Lake Tahoe Resort Hotel

4130 Lake Tahoe Blvd., South Lake Tahoe, CA 93454

Registration Form

Name _____ Position _____

District _____

Address _____

City/State/Zip _____

Telephone _____ Fax _____

First time attendee at CAPC event, Yes ____ No ____

Guest _____

Friday, October 10, 2014

Education Seminar Registration Fee. ...

CAPC Members \$98.00 /Non-Members \$148.00 \$ _____

(Includes Friday Breakfast Buffet for registered hotel guests and Plated Pot Roast & Mixed Green Salad Lunch)

*Special Need: _____ Vegetarian Lunch

___ Guest Plated Lunches @ \$43.00 each \$ _____

Saturday, October 11, 2014

Area Meeting Registration Fee. . . .

CAPC Members \$95.00/Non-Members \$145.00 \$ _____

(Includes Saturday Breakfast Buffet for registered hotel guests and Mexican Fiesta Buffet Lunch)

___ Guest Buffet Lunches @ \$40.00 each \$ _____

Total Enclosed: \$ _____

Please complete separate registration for each attendee and return with payment no later than Wednesday, September 10, 2014 to:

**CAPC
P.O. Box 119
San Jacinto, CA 92581
Telephone: (888) 344-9858
Fax: (951) 652-3643**

No refunds for cancellations received after September 10, 2014.

Applications from CAPC member districts are being accepted until Friday, August 22, 2014 for grants to attend the seminar. Contact CAPC.

Education Seminar

Thursday, October 9, 2014

4:30-6:30 p.m. Hospitality Happy Hour for hotel guests. Dinner On Your Own

Friday, October 10, 2014

7:00-10:00 a.m. Breakfast Buffet for hotel guests.

7:15 a.m. Meeting Registration

8:00 a.m. Welcome and Program Introduction

8:15 a.m. **Featured Cemetery, Happy Homestead Cemetery District**, *Presented By:*
Mike Warren

8:30 a.m. **"Board's Role in Human Resources"**
Presented By: Brent Ives of BHI Management Consulting

10:30 a.m. Break

10:45 a.m. **"Board's Role in Human Resources"**
Presented By: Brent Ives of BHI Management Consulting

Noon: Lunch

1:20 p.m. 50/50 Drawing

1:30 p.m. **"Board's Role in Human Resources"**
Presented By: Brent Ives of BHI Management Consulting

4:00 p.m. Adjourn

4:15 p.m. CAPC Board of Directors Meeting

4:30-6:30 p.m. Hospitality Happy Hour for hotel guests

Dinner on Your Own

Area Meeting

Saturday, October 11, 2014

7:00-10:30 a.m. Breakfast Buffet for hotel guests.

7:45 a.m. Meeting Registration

8:30 a.m. Split Sessions:

Trustees Discussion Group

Facilitated By: Robert Allen, Selma Cemetery District

Managers/Secretaries Discussion Group

Facilitated By: Linda Robison, Pomerado Cemetery District

10:30 a.m. Break

10:50 a.m. Recap of Discussion Groups

11:00 a.m. **"Legislation Affecting Public Cemetery Districts"**

Presented By: TBA, California Special District Association

Noon Lunch

1:20 p.m. 50/50 Drawing

1:30 p.m. **"Leaves, Leaves, and More Leaves"**

Presented By: Gage Dungy of Liberty, Cassidy and Whitmore

3:30 p.m. Adjourn

4:30-6:30 p.m. Hospitality Happy Hour for hotel guests

Dinner on Your Own

Location:

The Education Seminar and Area Meeting will be held at the:

Lake Tahoe Resort Hotel, South Lake Tahoe, CA

For hotel accommodations call (877) 497-8483. Mention you are attending the CAPC Education Seminar/Area Meeting. A special room rate of \$ 192.63 (Tax included) has been obtained for CAPC participants. There is an additional \$30 charge for suites with two queen beds. Check in-time is 4:30 p.m. and check-out time is 12:00 p.m. Inquire with hotel regarding Parking and WiFi fees.

Make your hotel reservations today

**Deadline for hotel reservations is
Wednesday, September 10, 2014**