



CITY OF LA PUENTE

NOTICE REGARDING

PUBLIC PARTICIPATION IN MEETINGS

DUE TO COVID-19

Given the current Shelter in Place Order covering the State of California and social distancing guidelines issued by federal, state and local agencies, the City is implementing the following procedures for participation in City Council meetings, until further notice. Members of the City Council/Successor Agency may participate from a remote location via teleconference.

How to Listen Live to the Meeting

Live Audio/Video: Visit the City's website at http://lapuente.granicus.com/ViewPublisher.php?view_id=2. Click on "View Event" to view the live meeting.

Live By Phone: Please dial (408) 650-3123 and enter the following access code: 731-551-669. This is a "listen only" line. To submit a public comment, please see below.

How to Submit Public Comment

Please note that all comments are subject to the same rules as would otherwise apply to speakers at City Council meetings.

In Writing: eComments may be submitted via SpeakUp on the Agendas and Minutes page of the City's website at http://lapuente.granicus.com/ViewPublisher.php?view_id=2. Simply click on "eComment" for the current meeting. Please provide your eComment no later than 2 hours prior to the meeting start time.

By Phone: Please call (626) 855-1576 and you will be selected from the queue when it is your turn to speak. The phone line will open 10 minutes prior to the meeting start time. Those wishing to speak must call in prior to the conclusion of the first speaker's remarks.

In Person: Public comment may be provided in-person at City Hall, 15900 E. Main Street. Please note that speakers will not be allowed to remain inside Council Chambers/City Hall to observe the meeting. Social distancing will be strictly enforced and all speakers must wear a face covering and submit to a temperature check, in accordance with the City's adopted Re-Opening Protocols.

American Disability Act Accommodations

Pursuant to the Executive Order, and in compliance with the Americans with Disabilities Act, if you need special assistance to participate in the City Council meeting, please contact the City Clerk's Office (626) 855-1500 within 48 hours of the meeting to ensure that reasonable arrangements can be made to provide accessibility to the meeting.

**The City of La Puente thanks you in advance for taking all precautions
to prevent spreading the COVID-19 virus.**



NOTICE AND CALL OF SPECIAL MEETING
AGENDA – SPECIAL MEETING OF THE
LA PUENTE CITY COUNCIL AND SUCCESSOR AGENCY
COUNCIL CHAMBERS
15900 EAST MAIN STREET, LA PUENTE
DECEMBER 8, 2020, 6:30 P.M.

CALL TO ORDER

ROLL CALL

COUNCIL/AGENCY MEMBERS: Klinakis, Lewis, Munoz and Solis

PLEDGE OF ALLEGIANCE

ORAL COMMUNICATIONS

If you wish to address the City Council - Successor Agency on an item other than a public hearing matter, please complete the Request for Oral Presentation form and submit it to the City Clerk no later than prior to the conclusion of the first speaker's remarks. (Ordinance No. 06-843.)

SM-1 CONSIDERATION OF AN AGREEMENT FOR INTERIM CITY ATTORNEY SERVICES WITH OLIVAREZ MADRUGA LEMIEUX O'NEILL, LLP

Staff Recommendation: It is recommended that the City Council approve the agreement with Olivarez Madruga Lemieux O'Neill, LLP for interim City Attorney services.

ADJOURNMENT

AVAILABILITY

Any writings or documents provided to a majority of the City Council/Successor Agency regarding any item on this agenda will be made available for public inspection at the City Clerk Department at City Hall located at 15900 E. Main Street and the Reference Desk at the Library located at 15920 E. Central during normal business hours. In addition, such writings and documents will be posted on the City's website at <http://www.lapuente.org>.

AMERICANS WITH DISABILITIES

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in a City meeting or other services offered by the City, please contact the City Clerk's Office at (626) 855-1500. Notification at least 24 hours prior to the meeting or time when services are needed will assist City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

MEETING TIMES

Meetings of the City Council shall be adjourned no later than 10:30 p.m., unless a motion to supersede the 10:30 time limit to consider some or all of the remaining items listed on the Agenda, or to consider items which have been added to the Agenda in accordance with the provisions of the Ralph M. Brown Act, Government Code Section 54950, et seq., is approved by a majority of the members of the City Council. (Ordinance No. 95-727.)

Dated: December 7, 2020

Charles Klinakis, Mayor

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF LA PUENTE)

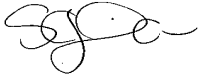
AFFIDAVIT OF POSTING

I, Sheryl Garcia, City Clerk for the City of La Puente, hereby certify that a copy of the Notice and Call of a Special Meeting of the La Puente City Council, to be held on December 8, 2020, commencing at 6:30 p.m., was posted in accordance with all applicable laws and provided not less than twenty-four hours before the time of the meeting to the following:

Mayor/Chair Charlie Klinakis
Mayor Pro Tem/Vice Chair Violeta Lewis

Council/Board Member Valerie Munoz
Council/Board Member John M. Solis
San Gabriel Valley Tribune

I declare under penalty of perjury that the foregoing is true and correct. Dated this 7th day of December, 2020.



Sheryl Garcia, MMC, CPM
City Clerk



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: December 8, 2020

From: Bob Lindsey, City Manager

SUBJECT: CONSIDERATION OF AN AGREEMENT FOR INTERIM CITY ATTORNEY SERVICES WITH OLIVAREZ MADRUGA LEMIEUX O'NEILL, LLP

BACKGROUND/DISCUSSION

At its Special City Council meeting held on December 4, 2020, the City Council appointed Rick Olivarez of Olivarez Madruga Lemieux O'Neill, LLP to serve as the interim city attorney for the City of La Puente and requested a legal services agreement be presented for City Council consideration at a special meeting (Attachment "A" hereto).

FISCAL IMPACT

\$150,000.00 has been included in the FY 20-21 adopted budget for legal services.

RECOMMENDATION

It is recommended that the City Council approve the agreement with Olivarez Madruga Lemieux O'Neill, LLP for interim City Attorney services.

ATTACHMENTS

Attachment "A": Agreement

**AGREEMENT FOR
INTERIM CITY ATTORNEY SERVICES FOR
THE CITY OF LA PUENTE**

This AGREEMENT FOR INTERIM CITY ATTORNEY SERVICES (the “Agreement”) is made and entered into this ___th day of December, 2020, by and between the law firm of OLIVAREZ MADRUGA LEMIEUX O’NEILL, LLP, a California limited liability partnership (the “Firm”), and the CITY OF LA PUENTE, a municipal corporation (the “City”). The Firm and the City may be referred to hereinafter individually and/or collectively, as the context may require, as “Party” or “Parties.”

1. APPOINTMENT

The City hereby engages the Firm to provide Interim City Attorney services related to litigation, personnel and any other services, as requested by the City Council (“City Council”). Such services shall be provided by or under the supervision of Rick R. Olivarez and Thomas M. Madruga. Notwithstanding the foregoing named person(s), the Firm may, from time to time, designate other attorneys within the Firm to provide Interim City Attorney services.

2. SCOPE OF WORK AND DUTIES

A. The Firm shall perform any and all work necessary for the provision of legal counsel, when specifically requested by the City Council, to:

- (i) Attend various City Council meetings, Planning Commission meetings, and other meetings as requested; and
- (ii) Provide legal advice, written legal opinions and consultation, as needed, on matters affecting litigation, liability, personnel and any other services, as requested; and
- (iii) Be available for telephone consultation and/or in-person meetings with the City Council and City staff; and
- (iv) Prepare or review necessary agreements and related documents regarding litigation, liability, personnel and any other special services, as requested by the City Council.

B. The designated Interim City Attorney will keep the City Council informed as to the progress and status of all pending matters in accordance with such procedures as the City Council may establish from time to time. The assigned Interim City Attorney is expected to manage, control and oversee the delivery of legal services in a competent, professional, and cost-effective manner. All legal services shall be properly supervised and all personnel shall be qualified to handle the work assigned.

C. All legal services shall be coordinated under the direction of the City Manager (or his/her designee) and the City Council. Nothing in this Agreement shall be construed in any manner as limiting the ultimate and absolute discretion of the City Council, at any time, to assign or reassign matters to or from the Firm.

3. CITY DUTIES

The City agrees to provide such information, assistance, cooperation, and access to books, records, and other information as is necessary for the Firm to effectively render its professional services under this Agreement. The City further agrees to abide by this Agreement, and to timely pay the Firm's bills for fees, costs, and expenses, as established by this Agreement. However, nothing in this section, or any other part of this Agreement, shall be construed in any manner as limiting the ultimate and absolute discretion of the City Council, at any time, to assign or reassign matters to or from the Firm.

4. PERSONNEL

Except as provided in Section 1, above, the Firm will exercise its discretion to utilize whichever attorney(s) (and staff) it determines to be best suited to provide legal services under this Agreement, consistent with the competent and efficient rendering of legal services, and with a view toward rendering such services in an economically efficient manner.

5. COMPENSATION

The Firm agrees to provide all the foregoing legal services at the following hourly rates:

<u>Personnel</u>	<u>Rate</u>
Partners	\$ 220 per hour
Of Counsel	\$ 220 per hour
Sr. Associates	\$ 210 per hour
Associates	\$ 200 per hour
Paralegals	\$ 175 per hour
Law Clerks	\$ 90 per hour

Attorneys bill in increments of one-tenth of an hour.

6. COSTS AND OTHER CHARGES

The Firm may incur various costs and expenses in rendering the legal services required by this Agreement, which, if customary and necessary for the performance of legal services hereunder, shall be reimbursable by the City. Those costs and expenses are described in more detail in Exhibit A. All clerical services, ordinary travel costs (e.g., from the Firm's office to court or the City Office) are included within the rates set forth above, and there shall be no additional charges for such expenses. The City agrees to reimburse the Firm for expenses such as expert or consultant fees, or litigation expenses such as court reporters, which shall be passed through to the City at the actual costs thereof. Reimbursable costs shall not include any overhead or administrative charge by the Firm or the Firm's cost of equipment or supplies except as provided herein.

The Firm may determine it necessary or appropriate to use one or more outside investigators, consultants, or experts in rendering the legal services required (particularly if a matter goes into litigation). The City will be responsible for paying such fees and charges. The

Firm will not, however, retain the services of any outside investigators, consultants, or experts without the prior agreement of the City Manager (or his/her designee). The Firm will select any investigators, consultants, or experts to be hired only after consultation with the City Council.

Extraordinary travel expenses, including transportation, meals, and lodging, when incurred on behalf of the client, shall be reimbursed by the City only with the prior agreement of the City Council.

Finally, periodically, when on-site, the Firm personnel may be required to make local and long-distance telephone calls, or make photocopies, or incur other expenses on behalf of the City as well as other clients. The Firm will not be charged for such expenses and, in exchange, will not charge the City for calls made from our office or other locations to the City.

7. STATEMENTS AND PAYMENT

The Firm shall render to the City a statement for fees, costs, and expenses incurred on a periodic basis (generally monthly). Such statement(s) shall indicate the basis of the fees, including the hours worked, the hourly rate(s), and a brief description of the work performed. Separate billing categories can be established to track costs associated with City funding categories or to track project costs, or for such other basis as the City may direct. Reimbursable costs shall be separately itemized.

Payments shall be made by the City within thirty (30) days of receipt of the statement, except for those specific items on an invoice which are contested or questioned and are returned by the City with a written explanation of the question or contest, within thirty (30) days of receipt of the invoice. Payments made more than thirty (30) days after the due date shall draw interest at the legal rate.

8. INDEPENDENT CONTRACTOR

The Firm shall perform all legal services required under this Agreement as an independent contractor of the City, and shall remain, at all times as to the City, a wholly independent contractor with only such obligations as are required under this Agreement. Neither the City, nor any of its employees, shall have any control over the manner, mode, or means by which the Firm, its agents or employees, render the legal services required under this Agreement, except as otherwise set forth. The City shall have no voice in the selection, discharge, supervision or control of the Firm's employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service.

9. INSURANCE

The Firm shall maintain professional liability insurance during the term of this Agreement and any extensions thereof. The Firm's current professional liability insurance

policy limits are Three Million Dollars (\$3,000,000.00) per claim and Three Million Dollars (\$3,000,000.00) aggregate.

10. INDEMNIFICATION

The Firm agrees to indemnify, defend and hold harmless the City, its officers, employees and agents, against any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein “claims or liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the work, operations or activities of the Firm, its agents, employees, subcontractors, or invitees, provided for herein or arising from the acts or omissions of the Firm hereunder, or arising from the Firm’s performance of or failure to perform any term, provision, covenant or condition of this Agreement, except to the extent such claims or liabilities arise from the negligence or willful misconduct of the City, its officers, agents or employees.

The City agrees to indemnify, defend and hold harmless Firm, its partners, officers, employees, agents, representatives, consultants, and contractors (collectively, “Indemnitees”) from and against all third party allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation reasonable attorneys’ fees and costs) arising out of, resulting from, or in connection with the services contemplated by this Agreement, except to the extent such claims or liabilities arise from the negligence or willful misconduct of Indemnitees.

11. NOTICES

Notices required pursuant to this Agreement shall be given by personal service upon the Party to be notified, or by delivery of same into the custody of the United States Postal Service, or its lawful successor; postage prepaid and addressed as follows:

CITY: City of La Puente
15900 E. Main Street
La Puente, CA 91744
Tel: (626) 855-1500
Attention: Charlie Klinakis, Mayor (or his/her designee)

FIRM: Olivarez Madruga Lemieux O’Neill, LLP
500 South Grand Avenue – 12th Floor
Los Angeles, CA 90071
Tel: (213) 744-0099
Fax: (213) 744-0093
Attention: Rick R. Olivarez

Service of a notice by personal service shall be deemed to have been given as of the date of such personal service. Notice given by deposit with the United States Postal Service shall be deemed to have been given two (2) consecutive business days following the deposit of the same in the custody of said Postal Service. Either Party hereto may, from time to time, by written

notice to the other, designate a different address or person which shall be substituted for that specified above.

12. NON-DISCRIMINATION

In connection with the execution of this Agreement, the Firm shall not discriminate against any employee or applicant for employment because of race, religion, marital status, color, sex, handicap, sexual persuasion, or national origin. The Firm shall take affirmative action to ensure that applicants are employed, and that employees are treated fairly during their employment, without regard to their race, religion, color, sex, marital status, handicap, sexual persuasion, or national origin. Such actions shall include, but not be limited to the following: employment, promotion, demotion, transfer, duties assignment; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

13. TERM, DISCHARGE AND WITHDRAWAL

This Agreement shall commence on the date it is executed by the City, and shall remain in full force and effect until terminated by either Party hereto. The City Council may discharge the Firm at any time. The Firm and the assigned personnel shall have no right to hearing or notice, and may be discharged with or without notice. The Firm may withdraw from the City's representation at any time, to the extent permitted by law, and the Rules of Professional Conduct, upon at least sixty-days' (60-days') notice to the City Council.

In the event of such discharge or withdrawal, City will pay the Firm's professional fees and costs, in accordance with this Agreement, for all work done (and costs incurred) through the date of cessation of legal representation. The City agrees to execute, upon request, a stipulation in such form as to permit the Firm to withdraw as the City's attorneys of record in any legal action then pending. The Firm shall deliver all documents and records of the City to the City, or to counsel designated by the City, and assist to the fullest extent possible in the orderly transition of all pending matters to the City's new counsel.

14. CONFLICTS

The Firm has no present or contemplated employment which is adverse to the City. The Firm agrees it shall not represent clients in matters either involving litigation or non-litigation against the City. However, the Firm may have past and present clients or may have future clients, which, from time to time, may have interests adverse to the City, and the Firm reserves the right to represent such clients in matters not connected with its representation of the City.

If a potential conflict of interest arises in the Firm's representation of two clients, if such conflict is only speculative or minor, then the Firm shall seek waivers from each client with regard to such representation. However, if real conflicts exist, then the Firm would withdraw from representing either client in the matter, and assist them in obtaining outside legal counsel.

15. INTERPRETATION OF AGREEMENT AND FORUM

This Agreement shall be construed and interpreted both as to validity and performance of the Parties in accordance with the laws of the State of California. In the event of any dispute hereunder, forum shall be the Superior Court, Los Angeles County.

16. INTEGRATED AGREEMENT; AMENDMENT

This Agreement contains all of the agreement of the Parties and cannot be amended or modified except by written agreement. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in this Agreement. This Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing.

17. AUTHORITY

The persons executing this Agreement on behalf of the Parties hereto warrant they are duly authorized to execute this Agreement on behalf of said Parties and that in so executing this Agreement the Parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date of execution by the City.

Dated: December ___, 2020

CITY OF LA PUENTE

By: _____
Charlie Klinakis, Mayor

Dated: December ___, 2020

OLIVAREZ MADRUGA LEMIEUX O'NEILL, LLP

By: _____
Rick R. Olivarez, Partner

EXHIBIT A

STATEMENT OF BILLING PRACTICES

The Firm's fees are charged on an hourly basis for all time actually expended and are generally billed monthly with payment due within thirty (30) days after the date of the bill. The current hourly design rate for the attorneys and staff working on this matter will be set forth in the billing statement. It should be understood that hourly rates are reviewed, and when appropriate, adjusted to reflect increases in seniority and experience as well as inflationary factors. These increases are generally made on an annual basis effective at the beginning of each calendar year.

The Firm shall be reimbursed for all out-of-pocket costs and expenses advanced by the Firm. Said costs and expenses shall include, but not be limited to, filing fees, deposition fees, witness fees, on-line legal research (e.g., Westlaw), costs for investigation, service of process fees and other related court costs, mileage, travel fees and costs of accommodations for matters on behalf of the City, parking fees, copy fees, facsimile costs and other related travel costs. All such costs shall be submitted to the City for approval as part of the monthly billing statement.

Except as established by contract, travel costs, including mileage (current IRS rate), parking, airfare, lodging, meals, and incidentals, are charged in connection with administrative or judicial proceedings, or when traveling outside of Los Angeles County. Travel time may also be charged in connection with such proceedings. In addition, the City will be responsible for paying the fees of consultants and other outside experts who are retained after consultation with the City.

It is understood that the Firm will generally not charge for mileage or travel time between our office and the City facilities, nor for local telephone calls or calls made to the City. In exchange, the Firm shall not be charged for calls made or received at the City, whether local or long-distance, or for copying charges since copying onsite will reduce the charge to the City.

The monthly billing statements for fees and costs shall indicate the basis of the fees, including a detailed and auditable breakdown of the hours worked, the billable rates charged and description of the work performed. All bills are expected to be paid within thirty (30) days from the date of the billing statement. In the event any statement remains unpaid for more than thirty (30) days after the date of the statement, interest thereon at the rate of ten percent (10%) per annum shall be due and payable thereafter on the unpaid balance.

Registration fees for attorneys attending conferences and seminars are paid by the Firm and are never charged to the City (unless expressly requested by the City).