

CITY OF IONE  
IONE, CA 95640



***SPECIAL MEETING STARTS AT 6:00 P.M.***

***Mayor Stacy Rhoades  
Vice Mayor Jack Mitchell  
Council Member Dominic Atlan  
Council Member Alison LaFayne  
Council Member Diane Wratten***

**AT 1 E. MAIN STREET, IONE, CA 95640  
AND VIA ZOOM**

City of Ione is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://zoom.us/j/2351961316?pwd=d3lWTW0zbVJlbWpQNXBDQWtpZkRyUT09>

Meeting ID: 235 196 1316

Passcode: 95640

One tap mobile

+16699006833,,2351961316#,,, \*95640# US (San Jose)

+12532158782,,2351961316#,,, \*95640# US (Tacoma)

**Dial by your location**

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

Meeting ID: 235 196 1316

Passcode: 95640

Find your local number: <https://zoom.us/u/aex3ZLbqgp>

**Tuesday, May 30, 2023**

**1 E. Main Street**

**Ione, CA 95640**

***CITY OF IONE IS A GENERAL LAW CITY DEDICATED TO  
PROVIDING LEADERSHIP, ACCOUNTABILITY, AND FISCAL INTEGRITY  
WHILE PROMOTING ECONOMIC OPPORTUNITIES AND MAINTAINING  
A HIGH QUALITY OF LIFE FOR OUR CITIZENS***

**PLEASE LIMIT PUBLIC COMMENT/TESTIMONY TO FOUR MINUTES**

**Gov't. Code §54954.3**

The Ione City Council welcomes, appreciates, and encourages participation in the City Council Meeting. The City Council reserves the right to reasonably limit the total time for public comment on any particular noticed agenda item as it may deem necessary.

**CITY OF IONE  
IONE, CA 95640**



Full staff reports and associated documents are available for public review at the Office of the City Clerk, City Hall, 1 E. Main Street, Ione, CA. Hard copies may be obtained for \$3.60 for pages 1-5 and \$.45 for each additional page. Documents that are not available when the agenda is posted will be made available for public review at the meeting.

**AGENDA**

**A. ROLL CALL 6:00 PM**

**B. PLEDGE OF ALLEGIANCE**

**C. APPROVAL OF AGENDA**

**D. PUBLIC COMMENT:**

EACH SPEAKER IS LIMITED TO 4 MINUTES.

*NOTE: This is the time for members of the public who wish to be heard on matters that do not appear on the Agenda. Persons may address the City Council at this time on any subject within the jurisdiction of the Ione City Council.*

*Please be mindful of the 4 minute time limit per person. Pursuant to the Brown Act, the City Council may not take action or engage in a detailed discussion on an item that does not appear on the Agenda. However, matters that require Council action will be referred to staff for a report and/or recommendation for possible action at a future Council meeting. Is there anyone in the audience who wishes to address the Council at this time?*

*Notice to the Public: All matters listed under this category are considered to be routine and will be enacted by one motion. Any item may be removed for discussion and possible action and made a part of the regular agenda at the request of a Council Member(s).*

**E. REGULAR AGENDA:**

**1. Appointment of City Attorney**

*Recommendation: Adopt Resolution 2022-2023- \*authorizing the Mayor to sign the Attorney Client representation agreement with Neumiller & Beardslee for City Attorney services. \**

**F. ADJOURNMENT OF SPECIAL MEETING TO REGULAR MEETING OF  
JUNE 6, 2023**

***CITY OF IONE***  
***IONE, CA 95640***



**NOTICE REGARDING CHALLENGES TO DECISIONS**

Pursuant to all applicable laws and regulations, including without limitation, California Government Code Section 65009 and or California Public Resources Code Section 21177, if you wish to challenge in court any of the above decisions (regarding planning, zoning and/or environmental decisions), you may be limited to raising only those issues you or someone else raised at the public hearing(s) described in this notice/agenda, or in written correspondence delivered to the City at, or prior to, this public hearing.

**ADA COMPLIANCE STATEMENT**

---

In compliance with the American with Disabilities Act, if you need special assistance to participate in this meeting, please contact City Clerk Janice Traverso at (209) 274-2412, ext. 102. Notification 24 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

---

**RESOLUTION 2023-12**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IONE AUTHORIZING THE  
MAYOR TO SIGN AN ATTORNEY CLIENT REPRESENTATIONA AGREEMENT WITH  
NEUMILLER & BEARDSLEE FOR CITY ATTORNEY SERVICES**

**WHEREAS**, the City of Ione is in need of City Attorney services; and

**WHEREAS**, Neumiller & Beardslee is an attorney firm with experience in municipal law;

**WHEREAS**, the City of Ione issued a Request for Proposals for said services and interviewed five firms for who submitted proposals, and

**WHEREAS**, among the five firms, the City Council has elected to select Neumiller & Beardslee;  
and

**WHEREAS**, Neumiller & Beardslee has submitted the attached Agreement, presented as Exhibit A as a contract to provide said services.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Ione hereby authorizes the Mayor to sign the Agreement on behalf of the City.

The foregoing resolution was duly introduced and adopted by the City Council of the City of Ione on May 30, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Stacy Rhoades, Mayor

Attest:

---

Janice Traverso, City Clerk



## **ATTORNEY-CLIENT REPRESENTATION AGREEMENT**

THIS AGREEMENT (“**Agreement**”) is entered into by and between Neumiller & Beardslee, A Professional Corporation (“**Firm**”) and the City of Ione (“**Client**”).

### **SECTION 1 CONDITION**

If this Agreement accurately describes the services the Firm is to perform for you and the terms for payment of the resulting legal fees and expenses that you will incur, please countersign one of the duplicate originals of this letter and return it to us. **THIS AGREEMENT WILL TAKE EFFECT AS PROVIDED BY SECTION 18.**

### **SECTION 2 SCOPE AND NATURE OF SERVICES**

Client hires the Firm to provide legal services and to perform all normal and usual duties of a City Attorney, including, without limitation, those specified in the California Government Code, and shall serve a chief legal advisor to client. This Agreement also covers other legal matters which Client may refer to the Firm from time to time and which the Firm agrees to represent Client. Firm will provide those legal services reasonably required to represent Client. The Firm will take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries. Services in any matter not described above will require a separate written agreement.

### **SECTION 3 ATTORNEY-CLIENT CONFIDENTIALITY**

This Agreement contains attorney work product prepared only for the confidential use of the Client and is subject to the attorney-client privilege.

### **SECTION 4 CLIENT’S DUTIES**

Client agrees to be truthful with the Firm, to cooperate, to keep the Firm informed of any information or developments which may come to Client’s attention that impact the services provided by the Firm. Client agrees to abide by this Agreement, pay the Firm’s invoices on time, and to keep the Firm advised of Client’s address, telephone number and whereabouts. Client will assist the Firm in providing necessary information and documents and will appear when necessary at legal proceedings.



## SECTION 5 BILLING PRACTICES, INVOICES, PAYMENTS, AND LATE CHARGES

A. **Separate Files for Matters.** The Firm will typically set up separate files for each matter for which we provide service and will invoice those files to you under the assigned matter names. When the Firm's services are completed for a matter, the Firm will separately close and then store the closed files. The Firm may classify small matters that do not warrant setting up separate files as part of a "general" category and will invoice those matters under the "general" matter (although separate files will be opened for minor work if you request).

B. **Billing Factors.** The Firm takes into account a number of factors in billing for services rendered, and all invoices are reviewed before they are issued to ensure that the amount charged is appropriate. The principal factor is usually the Firm's schedule of hourly rates. Most invoices for services are simply the product of the hours worked, multiplied by the hourly rates for the attorneys and legal assistants who performed the work.

C. **Activities Billed.** The Firm will charge for all activities undertaken in providing legal services to Client under this Agreement, including but not limited to the following: (i) conferences (including preparation and participation); (ii) review and preparation of correspondence and legal documents; (iii) legal research and case analysis; and (iv) telephone and e-mail communications. The Firm will charge for the performance of work by individual matter on an hourly basis.

D. **Use of Multiple Attorneys.** Depth and diversity of experience and skill is a major asset of the Firm. From time to time, it will be reasonable and necessary for two or more attorneys to meet or confer regarding the facts, law, strategy or tactics of a situation, in order to provide services to Client in the most efficient, prudent, and cost-effective manner. When two or more of the Firm's personnel are engaged in working on a matter at the same time, such as in conferences between them, or with Client, the Firm will review and consider the subject of the work and the reasonable necessity of having multiple personnel involved in determining whether the total amount billed for such conferences, consultations or meetings should be invoiced.

E. **Monthly Statements.** The Firm will send Client monthly statements reflecting attorney fees and costs incurred and their basis, any amounts applied from Client's trust account deposits, and any current balance owed. Client will pay any balance in full upon receipt. Any balance remaining unpaid after thirty (30) days will incur late charges at the rate of eighty-three one hundredths of one percent (0.83%) per month, simple interest, but in no event higher than the maximum interest rate permitted by law.

## SECTION 6 LEGAL FEES

Client agrees to pay by the hour, at the Firm's prevailing rates, for all time spent on Client's matter by legal personnel. Our time is billed in increments of not less than one-tenth of an hour for each task performed at a time and rounding up for each partial increment. In addition, we will generally bill a minimum of two-tenths of an hour for each task given administrative costs and lost productivity associated with shifting attention from task to task. All time recorded on a given day may be recorded in one entry and in certain situations may be recorded in one entry for all days spent on a matter. The rates

on the schedule set out below are subject to change in accordance with Section 6.D below. If Client declines to approve or pay increased rates, the Firm will have the right to withdraw as attorney for Client. The current hourly rates for legal personnel are as follows.

- A. Specific Attendance at Meetings. For attendance at the City Council meetings and on-site meetings with City staff, Client agrees to pay by the hour, at the Firm's reduced hourly rate of \$250 per hour.
- B. General Legal Services. For hours other than those set forth in Sections 6.A and 6.C, Client agrees to pay at the Firm's blended hourly rate of \$295 per hour, as may be adjusted in accordance with Section 6.D below.
- C. Litigation Legal Services. For hours involving representation of the Client in civil litigation to which Client is a party, Client agrees to pay \$350 per hour, as may be adjusted in accordance with Section 6.D below.
- D. Compensation Adjustments. On or before the last day of the fiscal year of each year occurring during the term of this Agreement, Firm shall submit to the City Manager for review and approval a Schedule of Firm's billing rates setting forth the hourly rates or retainer terms, or both, and rates therefore which will be effective commencing on the first day of each said fiscal year through and including the end of said fiscal year.

## SECTION 7 COSTS AND OTHER CHARGES

A. **General.** The Firm will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. The costs and expenses commonly include, service of process charges, filing fees, court and deposition reporters' fees, jury fees, notary fees, deposition costs, out-of-country long distance telephone charges, messenger and other delivery fees, postage, photocopying and other reproduction costs, travel costs, including parking, mileage, transportation, meals and hotel costs, investigation expenses, consultants' fees, expert witness, professional, mediator, arbitrator and/or special master fees and other similar items. Except for the items listed below, all costs and expenses will be charged at the Firm's cost.

In-office photocopying (black/white copies)	\$0.25 per page
In-office photocopying (color copies)	\$1.00 per page
Facsimile charges	\$1.00 per page
Mileage	IRS Allowable Rate

B. **Out of town travel.** Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel to the Firm's personnel. Client will also be charged the hourly rates for the time the Firm's personnel spend traveling.

C. **Experts, Consultants and Investigators.** To aid in the preparation or presentation of Client's case, it may become necessary to hire expert witness, consultants or investigators. Client agrees

to pay such fees and charges. The Firm will select any expert witnesses, consultants or investigators to be hired, and Client will be informed of persons chosen and their charges.

D. **Court Action or Arbitration.** If the matter involves a court action or arbitration, Client understands that Client may be required to pay fees or costs, or both, to other parties in the action. Any such payment will be entirely the responsibility of Client.

## **SECTION 8 ESTIMATED FEES AND COSTS**

From time to time, estimates of fees and costs likely to be incurred in a given matter or if a given course of action is pursued may be provided by the Firm. Any estimate provided to Client at any time is only an estimate and is not a flat fee or a not-to-exceed amount. Actual legal fees can vary widely depending upon the circumstances of the matter, including the number of meetings, the number of changes required to documents, and how much coordination with third parties is required to obtain information or for other purposes. The estimate also *excludes* any costs or amounts necessary to be paid to third (3<sup>rd</sup>) parties to complete the work, unless such fees or amount are specifically noted in the estimate. The Firm does not guarantee that actual fees and costs will fall within any estimate provided.

## **SECTION 9 NO GUARANTY OF OUTCOME**

Nothing in this Agreement and nothing in the Firm's statements to Client will be construed as a promise or guarantee about the outcome of the matter. While the Firm will make every effort to achieve favorable results for Client, the Firm makes no promise or guarantee of any result. The Firm's comments about the outcome of the matter are expressions of opinion only.

## **SECTION 10 LITIGATION REPRESENTATION**

If this matter involves litigation, the Firm will represent Client through trial and post-trial motions. This Agreement does not cover representation on appeal or in execution proceedings after judgment unless specifically included in the scope of representation above. Separate arrangements must be agreed to between the Firm and Client for appeals or for execution proceedings after judgment.

## **SECTION 11 TAX ADVICE AND REPRESENTATION**

The Firm will not provide tax advice or representation with or before taxing agencies or authorities, however, we will be happy to work with your tax professional or CPA to coordinate results intended to implement their advice or strategies, but not in any way that could be construed to violate matters specified in the *IRS Circular 230 Disclosure*, which provides that any U.S. tax advice contained in a communication shall not be used for and cannot be used for: (i) purposes of avoiding any tax related penalties that may be imposed under Federal tax laws, or (ii) the promotion, marketing or recommending to another party of any transaction or matter for such purposes.



## SECTION 12 CONFLICTS OF INTEREST

Pursuant to *California Rules of Professional Conduct*, an attorney must avoid representation of adverse interests. Adverse interests may be in the form of actual or potential conflicts. An actual conflict of interest typically exists when the attorney is representing or has previously represented a party whose interests are adverse to Client's interests in the present matter. A potential conflict occurs where representation of Client in the current matter could develop into an actual conflict in the future. In the event of an actual or potential conflict, the Firm may, and in some cases must, withdraw from Client's representation, or in some cases the Firm may proceed with representation after fully informing Client of the actual or potential conflict and obtaining the written consent of Client and any other necessary parties. Conflicts that would cause the Firm to be in violation of any provision of the *California Rules of Professional Conduct, Business and Professions Code*, or any other applicable law cannot be waived by the client, and the Firm will be required to withdraw as counsel. **IF CLIENT IS AWARE OF ANY ACTUAL OR POTENTIAL CONFLICT, CLIENT MUST NOTIFY THE FIRM BEFORE SIGNING THIS AGREEMENT.**

## SECTION 13 ELECTRONIC RESOURCES AND CLOUD STORAGE

To increase the Firm's efficiency for the Client, the Firm regularly makes use of email and cellular telephone communications. These technologies are not encrypted and although the Firm believes the risk is slight, there is some possibility that confidential communications with the Client could become compromised. The Firm also makes use of off-site computer storage facilities which, although such facilities are encrypted and password protected, does expose communications and material kept at the computer storage facility or "in the cloud" to possible compromise. By agreeing to the Firm's representation, Client consents to the Firm's use of these technologies.

## SECTION 14 CLIENT FILES

At the termination of services under this Agreement, or as the Firm completes individual matters for Client and closes the active files for those matters, the Firm will release promptly to Client, upon Client's request, all of Client's papers and property as to the closed matters, subject to any protective order or nondisclosure agreement. After five (5) years have passed, since the termination of services under this Agreement or from the closing date of particular client matters under this Agreement, the Firm may dispose of Client's papers and property. If Client desires to have the Firm retain Client's papers and property beyond five (5) years, after the termination of such services, Client must make separate arrangements with the Firm. "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 paid for them or not, to the extent necessary to avoid prejudicing Client's interest, and including electronic versions of those documents as available.

## SECTION 15 WITHDRAWAL AND TERMINATION OF REPRESENTATION

The Client has the right to terminate the Firm as Client's attorney at any time, in which case the Client will advise the Firm of that decision, in writing. The Firm reserves the right to withdraw from representing the Client, if the Client fails to follow the terms of this Agreement, if the Client has misrepresented or failed to disclose material facts to the Firm, or if the Client has not followed the Firm's

advice. If the Firm is required to file a motion to withdraw as attorney, the Client agrees that any of the above will constitute good cause for withdrawal. Good cause for withdrawal will also be any circumstance that would render the Firm's continuing representation unlawful or unethical. On termination of the Firm, the Client will be responsible for obtaining new counsel and for paying the balance due to the Firm for costs and services rendered to the time of termination.

## **SECTION 16 INTEGRATION CLAUSE**

This Agreement, when signed by Client, is the sole Agreement between the Firm and the Client with regard to the matters it addresses unless an Advance Deposit Agreement, Joint Representation Agreement or Grant of Lien Agreement have also been entered into between Firm and the Client, in which case those agreements are applicable and will also be a part of the overall agreement between the Firm and Client. No prior agreement, arrangement, or understandings pertaining to those matters is effective for any purpose. This Agreement may only be changed by a writing signed by both parties or an oral agreement but only to the extent that the parties perform the oral agreement.

## **SECTION 17 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.

## **SECTION 18 EFFECTIVE DATE**

The effective date of this Agreement will be the date on which the Firm is in receipt of a copy of this Agreement, fully signed by Client, along with any advance deposit if one was requested. The attorney-client relationship will commence on the effective date of this Agreement, except that the terms of this Agreement and the attorney-client relationship will apply to any work that the Firm may have done for Client's benefit before the date of this Agreement. **THE FIRM HAS NO OBLIGATION TO PROVIDE LEGAL SERVICES, UNTIL YOU RETURN AN EXECUTED COPY OF THIS AGREEMENT TO THE FIRM. IF YOU FAIL TO RETURN AN EXECUTED COPY OF THIS AGREEMENT TO THE FIRM, YOU ARE STILL OBLIGATED TO PAY FOR SERVICES PERFORMED AT YOUR REQUEST.**

## **SECTION 19 MEDIATION**

If a dispute arises out of or relating to any aspect of this Agreement between Client and Law Firm, or the breach thereof, and if the dispute cannot be settled through negotiation, Law Firm and Client agree to discuss in good faith the use of mediation before resorting to arbitration, litigation, or any other dispute resolution procedure.

## **SECTION 20 ARBITRATION**

A. **Arbitration of all Disputes Including Claims of Malpractice.** Any controversy between the parties regarding the construction, application or performance of any services under this Agreement, and any claim arising out of or relating to this Agreement or its breach, shall be submitted to

binding arbitration upon the written request of either party after the service of that request on the other party. The parties shall appoint one person to hear and determine the dispute. If the parties cannot agree, then the arbitration service *Judicial Arbitration and Mediation Service* (“JAMS”) shall be asked to choose an impartial arbitrator pursuant to their rules whose decision shall be final and conclusive on all parties. The Firm and Client shall each have the right of discovery in connection with any arbitration proceeding in accordance with *Code of Civil Procedure Section 1283.05*. The parties shall bear their own legal fees and costs for all claims. The sole and exclusive venue for the arbitration and or any legal dispute shall be San Joaquin County, California.

**B. Binding Arbitration.** If there is any disagreement between the parties concerning fees, this Agreement or any other claim, including a claim of attorney malpractice, relating to the legal matter that arises out of the Firm’s legal representation, the Client agrees to submit that dispute to binding arbitration, under the rules of JAMS.

**C. Alternative State Bar Arbitration of Fees.** In any dispute subject to the jurisdiction of the State of California over attorney’s fees, charges, costs or expenses, Client has the right to elect arbitration pursuant to the fee arbitration procedures of the State Bar of California, as set forth in *California Business and Professions Code Section 6200, et seq.* rather than using the procedures set out in **Subsection B** of this Section. The State Bar of California procedures permit a trial after arbitration, unless the parties agree in writing, after the dispute has arisen, to be bound by the arbitration award. If, after receiving a notice of Client’s right to arbitrate, Client does not elect to proceed under the State Bar fee arbitration procedures, and file a request for fee arbitration within thirty (30) days, any dispute over fees, charges, costs or expenses, will be resolved by binding arbitration as provided in **Subsection B** of this Section.

**D. Disclosures and Confirmation Regarding Arbitration.** Because each party is giving up a right, Client is encouraged to have independent counsel of Client’s choice review these arbitration provisions and this entire Agreement before signing this Agreement. Client and the Firm confirm that they have read and understand **Subsections A through D** of this Section, and voluntarily agree to binding arbitration. In doing so, Client and the Firm voluntarily give up important constitutional rights to trial by judge or jury, as well as rights to an appeal.

Client \_\_\_\_\_ / \_\_\_\_\_

The Firm

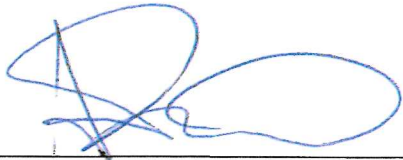


## SECTION 21 USE OF SCANNED AND ELECTRONIC SIGNATURES

By agreeing to the Firm’s representation, Client agrees that scanned counterparts of this Agreement that have been signed by and exchanged between Client and the Firm will be deemed binding and effective in the same manner as signed original documents.

AGREED AND ACCEPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Amy Gedney, City Manager  
City of Ione



Andrew J. Pinasco  
Attorney at Law

5/22/23

Date

**ENCLOSED ARE TWO (2) ORIGINALS OF THIS AGREEMENT. IF THE TERMS OF THIS AGREEMENT MEET WITH YOUR APPROVAL, PLEASE SIGN ONE (1) ORIGINAL AGREEMENT AND RETURN TO ME IN THE ENCLOSED RETURN ENVELOPE. YOU MAY RETAIN THE OTHER ORIGINAL FOR YOUR FILE. IF PREFERRED, YOU MAY SEND THE SIGNED AGREEMENT TO THE FIRM BY FACSIMILE OR BY EMAIL IN PDF FORMAT.**